

SC WORKS

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TRIDENT

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Adult & Dislocated Worker Service Provider

Request For Proposals

North Charleston, South Carolina

Date: December 23, 2021

Due Date: January 20, 2021

Time: 3:00 P.M. EST

Receipt Location:

BCD Council of Governments

Attn: Jason McGarry

5790 Casper Padgett Way

North Charleston, SC 29406

REQUEST FOR PROPOSAL

RFP #WIOA2022

WIOA Adult & Dislocated Workers Services

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1. Dates and Deadlines

Proposal For: WIOA Workforce Adult and Dislocated Workers Service Provider.

This Request for Proposal (RFP) is issued to procure services for an Adult and Dislocated Worker Programs Service Provider as part of the local service delivery of the Workforce Innovation and Opportunity Act (WIOA) system. The Adult and Dislocated Worker program Service Provider will also be required to ensure delivery of services to other related programs received by the BCD Council of Governments (BCDCOG).

This RFP makes references to the WIOA Grant Recipient and/or WIOA Fiscal Agent. For this RFP, those references are the same entity. The **WIOA Fiscal Agent** is the entity designated by the Local Chief Elected Official(s) and in this workforce area is the Berkeley Charleston Dorchester Council of Governments (BCDCOG). This RFP also makes references to **WIOA Staff** and the **WIOA Board**. For this workforce area, this is **Trident Workforce Development** and the **Trident Workforce Development Board (TWDB)**.

The workforce area is defined by the boundaries of the following unit(s) of government:

- Berkeley County, SC
- Charleston County, SC
- Dorchester County, SC

The timeline shown below is an estimated schedule of the RFP process:

| | |
|--|----------------------------|
| Proposal Issue Date | December 23, 2021 |
| Deadline for Submission of Technical Questions | January 10, 2022 |
| Deadline for Receipt of Completed Proposals | January 20, 2022 (3:00 PM) |
| Contract Begins | July 1, 2022 |

Note: The deadline shown above January 20, 2022 (3:00 PM) is extremely important. The completed proposal must have been physically received on or prior to that deadline. If you plan to have your proposal delivered other than by personal delivery, please remember that even though the proposal may be postmarked prior to the deadline, if it is not received by the deadline time and date, it absolutely cannot be considered.

The proposal should be delivered to:

Berkeley-Charleston-Dorchester Council of Governments
Attn: Jason McGarry, Procurement/Contracts Administrator
5790 Casper Padgett Way
North Charleston, SC 29406

2. Technical Assistance

Technical assistance is available for this RFP. Technical questions will be received and answered through electronic mail beginning on the release of the proposal through January 20, 2022 (3:00 PM).

Questions may be submitted electronically to the BCDCOG for explanation or clarification of this RFP. The question-and-answer period allows proposers to obtain guidance on the scope and nature of the work required in this RFP and to ask technical questions concerning this solicitation.

For questions about the RFP or BCDCOG, please submit any questions in writing via electronic mail to: jasonm@bcdcog.com

All questions received during the Q&A period will be answered in an Addendum and posted online at www.bcdcog.com and <https://www.scworkstrident.org/>

3. Proposal Information

The purpose of this RFP is to procure a consultant to serve as the Service Provider of the WIOA Adult and Dislocated Worker programs in the Trident Workforce Area.

Proposals should describe:

- Experience to carry out the duties related to the Operation of the Workforce Innovation and Opportunity Act (WIOA) (Public Law 113-128); <https://www.federalregister.gov/documents/2016/08/19/2016-15975/workforce-innovation-and-opportunity-act>
- Ongoing, executed Staff Development and Training plan for all WIOA staff
- Qualifications to ensure program and services are in compliance with federal, state, and local policies and procedures
- Ability to represent the One-Stop System (SC Works Trident) to the community, to the Trident Workforce Development Board (TWDB), BCDCOG, and to the workforce partners as knowledgeable professionals
- Detailed costs of the services requested within this RFP

The proposal should demonstrate an understanding of how to deliver high-quality, customer-oriented service and the ability to work as a part of a team to satisfy our customers. Successful proposers must ensure our system delivers the service promised to customers. The State Workforce Development Board (SWDB) developed standards for local boards to facilitate a consistent, high level of service for all customers of the South Carolina workforce system (SC Works). The SC Works Standards may be found at <https://scworks.org/workforce-system>.

All proposers must have the skills, experience, and ability to provide the services specified in this RFP. In the submitted proposal, the proposer must demonstrate an in-depth understanding of how to provide these services effectively with the designated target population; and have the necessary skills to develop and utilize a method to track program results and specific outcomes.

Proposers should have experience and/or knowledge of the federal workforce system, the services, and programs associated with it and can promptly respond to TWDB needs. The proposal will outline the respondent's ability to provide quality services, flexibility, and timely responses to TWDB requirements.

It is the intent to award a single contract for the services identified in this solicitation. Any individual or entity awarded a contract as the result of this solicitation will be required to be authorized and licensed to conduct business in the state of South Carolina prior to contract execution.

Minority and women-owned and operated businesses are encouraged to submit a proposal. Individuals, public or private not-for-profit corporations, individual organizations or agencies, or private-for-profit corporations and businesses, and not otherwise excluded may submit a proposal.

No individual or entity may compete as their service provider if:

- The individual or entity has been debarred or suspended or otherwise determined to be ineligible to receive federal funds by action of any governmental individual and/or organization;

- The individual or entity's previous contract(s) with the TWDB has been terminated for cause;
- The individual or entity has not complied with an official order to repay disallowed costs incurred during its conduct of services under any contract;
- The individual or entity or its parent organization have filed for bankruptcy during the past 5 years;
- The individual or entity has been convicted of a public entity crime pursuant to South Carolina Statutes; or
- The individual or entity developed or drafted work requirements, or statements of work for this RFP.

All proposals will be reviewed for a perceived conflict of interest. Proposers will not offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of the BCDCOG (including standing committees), Local Chief Elected Official(s), Fiscal Agent, or other individuals/organization for the purpose of having an influencing effect toward their proposal or any other proposal submitted.

No employee, officer, or agent of the BCDCOG (including standing committees), Local Chief Elected Official, Fiscal Agent, or other individual/organization will participate in the selection, award, or administration of a contract supported by WIOA funds if a conflict of interest, or potential conflict, would be involved.

Modifications to proposals that have been submitted will be accepted only under the following guidelines:

1. The original proposal that was submitted must be withdrawn. The proposer must provide a written request to withdraw the original proposal; and
2. A completely new proposal must then be submitted. No changes may be made to the proposal subsequent to the deadline date.

Pre-contract costs and costs of preparing the proposal are not allowable costs and cannot be included in the proposal budget nor in any resulting contract budget.

Proposers should be aware that funding for WIOA programs is always subject to availability and other conditions. Funding for future periods may be changed significantly if appropriations for WIOA programs change or if demographics change within the State or local workforce area.

All costs that are approved in a contract must be reasonable and necessary to carry out the planned functions. The costs must be allowable and allocable to the proper grants and cost categories. If the contractor is a public entity or non-profit entity, the contract will not include a provision for profit. Profit margins with for-profit organizations may be negotiated. Profit margins must be reasonable and cannot be based on a percentage of actual costs.

Proposers will not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a proposal to be rejected.

The proposed services under this RFP will be funded under the Workforce Innovation and Opportunity Act of 2014 and amends the Workforce Investment Act, P.L. 105-220, 20 USC 9201. The contractor that is selected through this RFP is expected to be familiar or become familiar with the WIOA Act (P.L. 113-128), WIOA Regulations, and Issuances and Memos issued by the USDOL Employment and Training Administration (ETA), and State of South Carolina WIOA Administrative Entity. **After the contract has been awarded, TWDB will provide further technical assistance to the contractor.**

The selected proposer will be required to accept full responsibility for payment of all taxes and insurance premiums including, but not limited to, Unemployment Compensation insurance premiums, Worker's Compensation, all income tax deductions, Social Security Deductions, and any other tax or payroll deductions required for the Service Provider of the WIOA Adult and Dislocated Worker programs in the performance of work specified in this RFP.

The BCDCOG, in receiving proposals, reserves the right to withdraw this RFP at any time prior to the signing of a contract. The BCDCOG reserves the right to cancel or reissue this RFP in part or in its entirety. This RFP does not commit or obligate BCDCOG to award a contract, to commit any funds identified in this RFP, to pay any costs incurred in the preparation or presentation of a proposal to this RFP, to pay for any costs incurred in advance of the execution of a contract, or to procure or contract for services or supplies.

By submitting a proposal an individual or entity agrees that if awarded the contract, the resulting contractor will assume the full-time duties of the Service Provider of the WIOA Adult and Dislocated Worker programs for the workforce region served by the TWDB. The role of the Service Provider of the WIOA Adult and Dislocated Worker programs includes tasks such as certifying customer progression through phases of the customer flow, attending meetings as the WIOA Adult and Dislocated Worker Programs Service Provider, and other related duties.

4. Statement of Work

Final details of the scope of work will be negotiated after the award.

Under WIOA, Adult and Dislocated Worker core and intensive services are collapsed into "career services" and there is no required sequence of services, enabling job seekers to access training immediately. Some of these services will be provided by partner organizations and programs currently in the SC Works Centers and others will be provided by the contract awarded from this solicitation. It is imperative that the successful Bidder excels in collaboration of resources to ensure the full array of services is available while having no duplication of services.

The one-stop delivery system is the foundation of the workforce system. The system provides universal access to career services to meet the diverse needs of adults. The grantee for the adult program is a required partner in the one-stop delivery system and is subject to the required partner responsibilities. Career and training services, tailored to the individual needs of jobseekers, form the backbone of the one-stop delivery system. While some jobseekers may only need self-service or other basic career services like job listings, labor market information, labor exchange services, or information about other services, some jobseekers will need services that are more comprehensive and tailored to their individual career needs.

- Carry out the provisions outlined in TEGLS: [https://wdr.doleta.gov/directives/All recruitment material/advertisements](https://wdr.doleta.gov/directives/All%20recruitment%20material/advertisements) must include the Contractor’s telephone number and the following statement:
- Trident Workforce Development Board provides equal opportunity programs. Services are available upon request to individuals with disabilities. TTY: 711
- All advertisements and/or outreach items must have the approval of the BCDCOG staff prior to purchase.
- Must include in the logo and name a “Proud Partner of the American Job Center Network” and include the appropriate logo.
- ¶ The contractor is expected to follow WIOA law and final regulations, all TEGLS, State Instructions letters, and local policies. All participants in this program must be residents of Berkeley, Charleston, or Dorchester Counties and meet WIOA eligibility and entry guidelines established by the federal WIOA law and regulations, the South Carolina Department of Employment & Workforce, and TWDB.
<https://wdr.doleta.gov/directives/>
<https://www.dol.gov/agencies/eta/wioa>
<https://www.dol.gov/agencies/eta/wioa>
<https://www.scworkstrident.org/>

WORKFORCE INNOVATION AND OPPORTUNITY ACT AT-A-GLANCE

A. WIOA Guiding Principles

The Workforce Innovation and Opportunity Act (WIOA) are based on several guiding principles to be adopted by state and local workforce development systems:

1. Increase access to education, training, and employment—particularly for people with barriers to employment.
2. Create a comprehensive, high-quality workforce development system by aligning workforce investment, education, and economic development.
3. Improve the quality and labor market relevance of workforce investment, education, and economic development efforts.
4. Promote improvement in the structure of and delivery of services.

5. Increase the prosperity of workers and employers.
6. Improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet the skill requirements of employers, and enhance the productivity and competitiveness of the nation.

Career services to be offered include:

- Eligibility Determination for funding and services
- Outreach, intake, and orientation to the information and other services available through the One-Stop delivery system
- Initial assessment of skill levels (including literacy, numeracy, and English language proficiency) aptitudes, abilities (including skills gaps), and supportive service needs
- Job search and placement assistance and, in appropriate cases, career counseling, including Information on in-demand industry sectors and occupations, and nontraditional employment; Appropriate recruitment and other business services on behalf of employers
- Referrals to and coordination of activities with partner programs and services
- Workforce and labor market employment statistics information, which includes job vacancy listings, job skills necessary for job openings; and information on local occupations in demand and the earnings, skill requirements, and opportunities for advancement within those career pathways
- Performance information and program cost information on eligible providers
- Information for the Center customers regarding the local performance accountability measures
- Information for the Center customers relating to the availability of supportive services or assistance provided by partners
- Referrals to supportive services or other needed assistance
- Information and assistance regarding filing claims for unemployment compensation
- Information and assistance regarding establishing eligibility for financial aid assistance for training and education programs
- Other services needed for individuals to obtain or retain employment that consists of
 - ❖ Comprehensive and specialized assessments of the skill levels and service needs of adult and dislocated workers which may include but are not limited to – diagnostic testing and use of other assessment tools; in-depth interviewing and evaluation to identify employment barriers; appropriate employment goals
 - ❖ Development of an individual employment plan, to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals, including providing information on eligible providers of training services and career pathways to attain career objectives;
 - ❖ Group counseling;
 - ❖ Career planning;
 - ❖ Supportive Services
 - ❖ Short-term prevocational services, including the development of learning skills, how to job search, connecting to community resources;

- ❖ Soft skills training: communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training;
- ❖ Internships and work experiences that are linked to careers;
- ❖ Workforce preparation activities;
- ❖ Financial literacy services;
- ❖ Out-of-area job search assistance and relocation assistance; or
- ❖ English language acquisition and integrated education and training programs, and
- ❖ Follow-up services include counseling regarding the workplace, for participants in WIOA authorized activities who are placed in unsubsidized employment for not less than 12 months after the first day of the employment, as appropriate.

Training Services are described as:

- Occupational skills training, including training for nontraditional employment;
- On-the-Job training;
- Incumbent worker training (as authorized by the SWIB and local Board)
- Programs that combine workplace training with related instruction, which may include cooperative education programs;
- Training programs operated by the private sector;
- Skills upgrading and retraining;
- Entrepreneurial training;
- Transitional jobs;
- Job readiness training provided in combination with occupational skills training;
- Adult education and literacy including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with occupational training;

The provider of Adult and Dislocated Worker Services will have goals on the minimum to be served. The goal will be determined each year based on funding and other needs identified. Recruiting strategies should include partnering with community organizations and information sharing between local area partners and providers. Outreach services outside of the centers should also be included in the recruitment efforts in an attempt to engage participation in the WIOA programs. All participants in this program must be residents of Berkeley, Charleston, or Dorchester Counties and meet WIOA eligibility and entry guidelines established by the federal WIOA law and regulations, the South Carolina Department of Employment & Workforce, and TWDB. An exception for the residency requirement must be approved by the BCDCOG Executive Director. A minimum of Thirty percent (30%) participant cost rate is required of program cost category expenditures.

Required Partners and Responsibilities

The selected proposer will coordinate the SC Works services offered by required partners and other entities that may serve as partners.

https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=8772

SC Works Centers:

The selected provider must be present in all SC Works Trident Centers and provide services as outlined in the State Instruction Numbers for the Centers. <https://scworks.org/workforce-system>

| | |
|------------|--|
| Charleston | SC Works Charleston (Comprehensive Center) 1930 Hanahan Road, North Charleston, SC 29406 |
| Berkeley | SC Works Berkeley 305 Heatley Street, Moncks Corner, SC 29461 |
| Dorchester | SC Works Dorchester 1325-A Boone Hill Road, Summerville, SC 29483 |

Berkeley Charleston Dorchester Council of Governments (BCDCOG) is Trident’s Administrative Entity and Fiscal Agent. All grants and contracts are entered into with the BCDCOG on behalf of the Trident WDB. If any changes occur with Trident’s administrative entity, a new contract will be executed with the service provider for the remaining timeframe outlined in this proposal.

Local Considerations

From time to time, Trident will pursue grants that it believes supports the mission and the vision of the WDB. In these instances, the selected proposer may be asked to collaborate with these grants as needed and as allowable by WIOA rules and regulations.

Federal Considerations

On December 26, 2014, the Department of Labor announced that the Office of Management and Budget (OMB) Circulars had been revised. A-133, A-87, and A-122 were combined into one OMB circular. All WIOA funding will be subject to the new OMB circular, 2 CFR 200. The selected proposer will need to be familiar with the new OMB circular.,

<https://www.dol.gov/agencies/eta/performance/reporting>

Veterans Priority of Service - Enacted on November 7, 2002, the Jobs for Veterans Act of 2002 (Public Law 107-288) has the overall objective of "revising and improving employment, training, and placement services furnished to veterans." One provision of the Act requires workforce development programs funded in whole or in part by the U.S. Department of Labor to provide priority of service to veterans and, under certain circumstances, spouses of veterans. The Workforce Innovation and Opportunity Act of 2014 and Wagner-Peyser (among other program partners) are subject to this law.

Workforce Landscape

For labor market information for the Trident area, please visit the Labor Market Info section of the SC Works Online Services website: <https://jobs.scworks.org/vosnet/Default.aspx>. The local area of Trident consists of Berkeley, Charleston, and Dorchester Counties of South Carolina.

Performance Standards

The Bidder shall include performance outcomes that will be achieved consistent with federal

performance standards and the performance expectations of the TWDB. The board expects the successful Bidder will propose performance outcomes, but more importantly, the response to this RFP must indicate how the combination of services proposed will achieve performance standards. The State has not negotiated the Program Year 2022 performance measures with local areas at the issuance of the RFP. Therefore, Bidders should plan to build programs and strategies to achieve the best possible WIOA performance Program Year 2022. The performance measures negotiated for South Carolina with the US Department of Labor for Program Year 2020-2021 are as follows:

Adult

Employment Rate 2nd Q after exit – 80.40%
Employment Rate 4th Q after exit – 73.5%
Median Earnings 2nd Q after exit - \$6,250
Credential Attainment within 4 Quarters after exit – 72.10%
Measurable Skill Gains – 50.50%

Dislocated Workers

Employment Rate 2nd Q after exit – 80.60%
Employment Rate 4th Q after exit – 76.500%
Median Earnings 2nd Q after exit - \$7,700
Credential Attainment within 4 Quarters after exit – 65.70.50%
Measurable Skill Gains – 48.50%

The selected proposer will be required to provide follow-up services to WIOA participants for all four quarters. In addition to these measures, the Trident Workforce Development Board requires that the selected proposer maintain a minimum overall “Satisfactory” customer service satisfaction rating from job seekers and employers.

Eligibility

There may be additional guidance issued in regards to participant eligibility for WIOA Adult and Dislocated Worker services. There are basic eligibility criteria for both participant groups:

1. 18 years of age or older
2. US citizen or eligible non-citizen
3. In compliance with Selective Service registration requirements (for male applicants) Beyond these criteria, each program has separate eligibility requirements.

For Adults, the priority of service is given to Veterans in accordance with State and Federal definitions and requirements. Beyond Veteran priority, Adult program priority will be given for:

- Recipients of public assistance and other low-income individuals; and
- Individuals who are basic skills deficient.

For Dislocated Workers, Veterans are also given priority. Additionally, the Dislocated Worker program must meet one of the following:

1. An individual who has been terminated or laid off from employment, or received a notice of termination or layoff, and is eligible for, or has exhausted unemployment compensation, and is unlikely to return to the previous occupation.

2. An individual who has been terminated or laid off from employment, or received a notice of termination or layoff, and has been employed for a duration sufficient to demonstrate attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings.
3. An individual who has been terminated from employment as a result of the permanent closure of a plant or facility.
4. An individual who is employed at a facility has made a general announcement that the facility will close within 180 days.
5. An individual who is self-employed, but is unemployed as a result of general economic conditions or a natural disaster.
6. An individual who qualifies as a displaced homemaker.

Outreach and Recruitment

The selected proposer is responsible for the recruitment of adults and dislocated workers to participate in the WIOA program resulting from this RFP. The proposer must develop/outline a detailed outreach plan to recruit Adults and Dislocated Workers in accordance with eligibility requirements. The plan should identify and address outreach to priority populations. A variety of methods for outreach should be clearly identified and used in the plan. The selected proposer should expect to report out on recruitment and outreach efforts on a monthly basis.

Printed material and other written information for the program must be language accessible for Trident's diverse population of jobseekers. Whenever feasible, language barriers should be removed so that all visitors to the Center feel welcome and can benefit from the experience. For more information on compliance, see the State Instruction Letter, "Equal Opportunity Is the Law Notice."

B. Professional Development of WIOA Funded Staff

The Program Manager should support the continued professional development of its fully or partially WIOA funded staff through attendance at WIOA related professional development training opportunities and WIOA announced Service Provider meetings. Prior approval is required for training opportunities, travel, and incurred expenses outside of the local WIOA region.

The Trident Workforce Development Board will provide training for selected respondents with regard to eligibility, reporting requirements, SCWOS forms, participant activity codes, case notes, performance, etc. Program management will be required to abide by all requirements of the South Carolina Works Online System (SCWOS) manual and/or instructions issued by SC DEW and/or Trident WDB.

C. Program Administration Requirements

1. Fiscal Record Keeping

The respondent's administrative and fiscal capabilities will be assessed by a preliminary review of compliance documents, which must be completed before Contracts are finalized. Trident staff may visit or request supporting documentation from the offering entity to affirm certain items of the

survey. Any serious discrepancies found will be brought to the attention of the Trident Workforce Development Board prior to finalizing the contract award and could result in the cancellation of the commitment to fund.

2. Subcontracting

The proposer may purchase or subcontract for the services and/or activities specified in the Scope of Work and Budget of the contract only with the prior written approval of such subcontracts and subcontractors by the BCDCOG, and in accordance with procurement requirements in the Uniform Guidance (2 CFR 200) and the Berkeley Charleston Dorchester Council of Governments (BCDCOG) procurement policy. The respondent, in subcontracting of any of the services and/or activities hereunder expressly understands that in entering such subcontracts, the BCDCOG is in no way liable to the subcontractor. In order to assure the BCDCOG of strict performance of this Section, the proposer must submit to the BCDCOG subcontract agreements for review upon request.

3. Reporting

All selected respondents will be required to provide monthly, bi-monthly, or quarterly progress reports of program performance and expenditures in comparison to the deliverables agreed upon in the contract. Trident has forms that may be used by the selected respondent, or the selected proposer may propose their own reporting forms.

Selected respondents awarded a contract will be required to submit a Monthly Request for Payment Invoice and Financial Status Report – Supplemental form to the Trident Workforce Development Board (TWDB) staff by the 10th calendar day of each month. Appropriate supporting backup documentation for the requested payment must be attached to each invoice submitted. Selected respondents awarded a contract will also be required to submit an Annual Financial Closeout Report to TWDB Staff.

4. Audits

In accordance 2 CFR 200, Subpart F – Audit Requirements, selected respondents must submit all finalized audit reports to the Awarding Entity within thirty (30) calendar days of receipt.

5. Monitoring & Evaluation

Selected respondents awarded a contract will be required to develop internal monitoring procedures to ensure that program operations are conducted in compliance with the WIOA Final Rules and Regulations and any contractual agreement resulting from this RFP.

6. Documents Required of Selected Respondents

Selected respondents will be required to provide the following compliance documents as part of their response to this RFP:

Organizational Information

- Federal ID Number
- Organization's Mission and Vision Statements
- Charter and by-laws of organization
- List of current board members of governing body
- Evidence of signatory authority (Form Attached)
- Fiscal Responsibility
- Financial reporting signatory authority (Form Attached)
- Banking agreements
- Current fiscal statement and copy of last audit
- Copy of indirect cost plan and approval letter by cognizant agency
- Copy of General Liability Insurance Policy

Certifications & Assurances

- Bonding agreement
- Suspension and debarment certification (Form Attached)
- Certification of drug free work place (Form Attached)
- Certification of lobbying activities (Form Attached)

Personnel and Oversight

- Organizational chart
- Job Descriptions of Personnel Funded by WIOA (fully or partially)
- Staff cost allocation plan/rate for staff providing services in or on behalf of the Trident region
- Staff/personnel policies, including travel
- Grievance procedures

Note: All compliance documents listed above are required to be submitted at the beginning of each new contract period. If the awarded contractor does not submit all documents listed above prior to the start date of the contract, the contractor will not be reimbursed for any services delivered between the start date of the contract and the date the compliance documents are received. Non-submittal of documents may disqualify a proposer from receiving a contract award.

7. South Carolina Law Clause

Upon award of a contract under provisions of this RFP, the entity to whom the award is made, must comply with the laws of South Carolina, which require such entity to be authorized and/or licensed to do business in the State. Notwithstanding the fact that applicable statutes may exempt or exclude the selected proposer from requirements that it be authorized and/or licensed to do business in the State; by submission of its signed application, the proposer agrees to subject itself and agency to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under any contract and the performance thereof, including any questions as to the liability for taxes, license or fees levied by the State.

8. Indirect Costs

All respondents who include indirect costs as a part of their application budget must have an indirect cost plan approved by their cognizant agency. Respondents must include a listing of all items included in the indirect cost pool.

9. Participant Time and Attendance

Selected respondents awarded a contract will be required to document participant's time and attendance throughout the period the participant is receiving training or supportive services. Participants abide by the attendance policy of the training provider. Time sheets must be signed by the participant and verified by the case manager, classroom instructor, training, or worksite supervisor, and maintained in the customer's official WIOA file folder.

10. Participant Files

Selected respondents awarded a contract will be required to maintain WIOA participant files in SCWOS as specified in any contractual agreement resulting from this RFP.

11. Payments Made on Behalf of Participants

Participants may be eligible to receive supportive service payments and/or needs-based payments. Respondents will be required to make sure that there are checks and balances between the maintenance of timesheets or other source documents and the cutting and distribution of checks on behalf of the participants. Failure to document fully the basis for issuing any of the aforementioned payments made on behalf of participants may result in disallowed costs. The contractor must reimburse disallowed costs to the local Workforce Development Area from Non-WIOA fund sources.

5. Proposal Instructions and Proposal Outline

One (1) original four (4) copies and one (1) electronic copy of the proposal should be submitted. The original MUST be submitted in a sealed envelope with the **proposer's name** and the words **Proposal For: WIOA Adult & Dislocated Workers Services Provider** written on the exterior of the envelope.

When completed, the proposal must contain the following elements:

- The cover page
- The narrative sections (described in the application packet)
- Budget forms
- The Certifications and Signature section
- All pages must be numbered
- The cover page must be page #1.
- Use 12-point font
- Please check the formatting of the pages containing charts. Each chart should fit on a single page.

The completed proposal must be submitted to the location and within the time limits as shown in the RFP package.

Electronic proposal packets are available for download at www.bcdcog.com.

Submitting a proposal will constitute a legal, binding offer for a period of not less than 90 days from the date of the submitting the proposal.

Proposers should review the policies and memorandums that apply to WIOA programs as the Contractor chosen will be required to comply with those documents.

The TWDB local policies, Memorandums of Understanding, and Local Plan are available for review through its website at www.scworkstrident.org. The TWDB website will be of benefit to the proposers in understanding the work to be performed under the contract. Proposers are also encouraged to review the U. S. Department of Labor’s Employment & Training Association Workforce Innovation and Opportunity Act (WIOA) website resources at <http://www.doleta.gov/wioa/>.

Please note that there is an established deadline for receipt of proposals.

Deadline for Receipt of Completed Proposals is January 20, 2022 (3:00 PM)

6. Cover Page

Please include your company name, address, and any pertinent information.

7. Budget Information Form

Complete the requested information on the Budget Information Form and include it as part of the proposal. Please remember to format the chart so that it fits on a single page. All pages of the proposal should be numbered.

8. Certifications and Signatures

Certain assurances are required by law and/or by the TWDB. Proposers should review, complete, and submit the Certifications and Signatures Form as part of the proposal.

9. Proposal Contents

Inclusion of Proposal in Contract

The contract may have a provision which incorporates the original proposal into the contract. The original proposal, for this purpose, includes any supplemental data or proposal amendments that may have been requested or submitted by the proposer.

Proposer’s Contact Information

1. Include the full name, title, address, telephone numbers, fax numbers, email addresses, etc.

2. Include a description of the proposed contractor such as independent contractor, non-profit or for-profit entity.

Qualifications of Proposed WIOA Service Provider for the Adult and Dislocated Worker Programs (2 pages maximum)

Describe the qualifications for staffing the operations. If staff has already been selected for this project, provide name, experience, and qualifications including Knowledge, Skills, and Abilities of the person who will perform the duties of the WIOA Adult and Dislocated Worker Programs Service Provider. Include a resume and/or a one-page narrative of the current or planned staff qualifications.

Previous WIA/WIOA or Related Experience (1 page maximum)

Describe all experience you have related to the Workforce Investment Act/Workforce Innovation and Opportunity Act (WIA/WIOA) or other Federal or State programs and legislation. Include all work experience, skills and qualifications that will be the basis of the duties in the Statement of Work in Section 4.

1. Describe your experience in delivering similar programs or services.
2. Provide a detailed summary of similar experience with data and references.

Compliance/Quality Assurance Experience (2 pages maximum)

Detail all experience relating to monitoring, auditing, reviewing of Federal, State, or local laws and regulations.

1. Describe all experience reading, interpreting and following Federal, State or local policy and procedures.
2. Detail procedures that will be used to assure contracts, timesheets and other documents are in compliance.
3. Explain how the tasks and duties outlined under Compliance in the Statement of Work in Section 4 will be carried out.

Qualification for Staff Management (2 pages maximum)

Explain any qualifications you have regarding supervision, hiring, and performance evaluation of employees. Include all positions in management and supervision of employees that required verifying time, hiring, interviewing and conducting performance reviews and/or disciplinary actions.

1. Describe how you will motivate workforce staff/partners toward common program goals.
2. Provide details of your experience involving supervision of employees.
3. Explain how the tasks and duties outlined under Compliance in the Statement of Work in Section 4 will be carried out.

Capacity to serve as the primary Community/Partner Liaison (2 pages maximum)

Outline the connection to the communities within the Workforce area. Show the ability to serve in this capacity.

1. Outline knowledge of the Trident area, the demographics of the area including training and employment opportunities.
2. Explain resources you will use to connect with workforce partners, including employers, to strengthen the workforce system.
3. Detail plans for convening Partners for quarterly meetings.

4. Explain how the tasks and duties outlined under Community/Partner Relations in the Statement of Work in Section 4 will be carried out.

Performance (1 page maximum)

Explain methods to be used to meet the performance of the contract as well as the overall goals of the WIOA programs and the workforce system.

Budget Narrative

Present a program budget by the line item using the Budget Information Form. Proposers should refer to the Budget Information section of this RFP for additional information regarding budget content. If the proposer wishes to clarify their budgets, the proposer should prepare a one-page narrative to include those comments.

Proposers should note that they are not required to provide rent, utilities, telephone service and telephones, internet service, supplies used by workforce customers, janitorial services, lawn and grounds maintenance, equipment purchases, equipment maintenance, equipment software, and assessment supplies for the center and satellite offices. All of these items will be provided by the TWDB for the workforce area.

The budget should be presented for the period of time that is shown in the Dates and Deadlines section of this RFP. The Budget Information Form should be used and should be completed by detail line items. **Indirect costs can only be charged to the contract if an approved indirect cost plan is included with the budget.**

Be sure to specifically show the type of staff is included in the budgets. Detail the basis that you used in determining the budget amount for each line item. As an example, for Salaries, an appropriate entry might be:

Budget Item: Contract wages - Contractor
Basis: 3 months at \$3,800.00/mo

Proposers should include costs such as, but not limited to:

- Contract wages
- Medical benefits
- Travel and training
- Insurance
 - General Liability
 - Blanket Bond (Theft/Employee Dishonesty)
 - Workers Compensation
 - Unemployment Insurance
- Direct client costs including:
 - Tuition costs for Occupational Skills Training via Individual Training Accounts (If Applicable)
 - Amounts paid for supportive services

- OJT reimbursements to employers
- Indirect Cost (If Applicable)
- Profit (If Applicable)

Proposers should NOT include in the budgets any amounts that are to be paid by the TWDB and/or the Employer of Record. Costs which are NOT to be included in the budgets are:

- BCDCOG staff wages, benefits, insurance, travel and training
- Direct client costs including:
 - Costs for special projects approved by the TWDB
 - Costs for providing youth elements

Proposers should be aware that the contract issued will be a cost reimbursement contract. The proposer must submit an invoice accompanied by the appropriate documentation in order to receive reimbursement for the costs. This may include copies of paid invoices, check registers, and similar documents.

10. Contract Performance

The successful proposer will be measured for performance of the contract. An evaluation will be conducted to determine whether the contract measures have been met. The contract will be measured not less than on an annual basis.

Prior to the end of the contract period, an evaluation will be made of the contract performance agreed upon to determine whether the contract may be extended. The performance of the contract will be measured through June 30 each program year. Based upon that evaluation an extension may be granted. Contract performance will be negotiated prior to the beginning of the contract and may include measures relating to the following areas:

- Compliance – funds will be spent on allowable activities
- Convene partner meetings no less than quarterly
- Maintaining staffing levels through the Employer of Record
- Level of client funding obligated within the program year
- Employer contacts
- Workforce recruiting/presentations
- Develop a performance and accountability system for workforce centers and staff

The BCDCOG reserves the right to conduct monitoring and evaluation of the performance provided under the contract. The Contractor may be required to develop and submit correction action plans as requested by the BCDCOG.

In addition to contract performance, the successful proposer will be required to:

- Diligently recruit sufficient eligible adults, dislocated workers, and youth into the TWDB programs.
- Maintain the required accounting, administrative, and record systems.

- Prepare and submit to the TWDB timely and accurate invoices and payment documentation.
- Lead the workforce staff to meet or exceed all performance requirements as indicated by the TWDB.

The Operator will be responsible and accountable for effectively and efficiently managing and delivering the services and activities below while providing excellent customer service, and achieving the contracted performance measures and deliverables established by the TWDB.

11. Program Goals and Outcomes

The TWDB has established certain goals for the workforce programs in this area. As the WIOA Adult and Dislocated Worker Programs Service Provider will be a major part of the workforce system, it is anticipated that the WIOA Adult and Dislocated Worker Programs Service Provider will be a major contributor in the achievement of long-term goals of the system.

The system goals and program outcomes shown, however, are not the basis for determining whether the WIOA Adult and Dislocated Worker Programs Service Provider has performed satisfactorily. The basis for making the determination of satisfactory WIOA Adult and Dislocated Worker Programs Service Provider contract performance is shown in Section 7 – Contract Performance and will be finalized with the selected proposer prior to awarding the contract.

The workforce system will focus on improving performance for Adult and Dislocated Worker programs by maintaining a high level of total registered customers receiving career services, and maintaining a high level of customers receiving occupational skills training.

Program Performance Requirements

The program performance is established by the TWDB at the beginning of each program year. This is the minimum performance for all personnel administering Adult and Dislocated Worker programs. Additional performance requirements may be added at the discretion of the TWDB.

The WIOA Adult and Dislocated Worker Programs Service Provider is responsible for providing leadership, guidance and technical assistance to Workforce staff and partners in order to meet or exceed program performance goals and outcomes. The WIOA measures are not defined but will consist of Placement in Employment; Retention in Employment; Median Earnings; Credential Rate; In Program Skills Gain; Employer Services

12. Proposal Evaluation Process

Proposals selected for review will be evaluated and may be negotiated. The TWDB reserves the right to fund all, some, or none of the proposals received. The actual amount of any contract that may be written is subject to negotiation prior to the finalization of the contract. The proposals that are most advantageous to the TWDB in terms of both quality and costs will be recommended for contract negotiations.

Proposers may be asked for clarifying statements or other data prior to or during the review process. These statements or data will be requested only to clarify items already included in the proposal that was submitted. The statements or data provided by the proposer will be considered to be a part of

the proposal. The TWDB reserves the right to contact any individual, agency, employer, or grantee listed in a proposal, to contact others who may have experience and/or knowledge of the respondent's relevant performance and/or qualifications, and to request additional information from any and all proposers. The TWDB also reserves the right to conduct a review of records, systems and procedures, including credit and criminal background checks, of any entity selected for funding. This may occur either before or after the award of a contract or agreement. Misrepresentation of the proposer's ability to perform as stated in the proposal may result in cancellation of any contract or agreement awarded.

Proposals selected for review will be evaluated according to criteria set forth in this proposal package. Proposals will be evaluated by a committee which may consist of members of the TWDB (including standing committees). The TWDB evaluation committee will make a recommendation to the BCDCOG. The BCDCOG will then make the final decision on the award of a contract. Each proposer will be notified of the outcome of their proposal. This notice will be provided when the final decision has been made regarding award of a contract. This notice will be provided to each proposer within 3 days of the date of award of a contract and may be provided via email, fax, direct contact by telephone, or by regular mail.

The evaluation team will only review proposals for programs that include the services requested in the RFP package. Proposers may include additional services as part of the proposal, but the proposal must, at a minimum, contain the services that are specifically requested in the RFP.

No employee, officer, or agent of the TWDB, Local Elected Officials, Standing Committees, or other organization shall participate in the selection, award, or administration of a contract supported by WIOA funds if a conflict of interest, or potential conflict, would be involved.

The proposals that are received will be made available, upon request, to the public. However, the proposals will be made available only after the BCDCOG has made the award to a proposer and the protest period has begun.

The BCDCOG has established a procedure to resolve any protests, disputes, claims or grievances that may arise from this procurement process. This procedure gives the proposer an opportunity to protest the award and provides for a review of the process and a determination to be issued by the individuals conducting the review. The notice of award and notice of the protest process will be provided at the time proposers are notified of the outcome of their proposal. This notice will be provided to each proposer within 3 days of the date of award of a contract and may be provided via email, fax, direct contact by telephone, or by regular mail. The protest process will provide for a minimum of 3 days for a proposer to submit a protest. The notice of the protest process will provide information on the name and contact information of the individual to whom the protest must be submitted.

Evaluation Criteria

Proposals received subsequent to the deadline will not be reviewed and considered for funding. The signature page must be completed, signed, and notarized or the proposal will not be considered. The total maximum points that can be awarded are 200.

The following criteria will be used to evaluate all proposals. The evaluators will award some, all, or none of the points that are shown for each evaluation item.

| Evaluation Item | Range | Maximum Points |
|---|--------|----------------|
| Qualifications of the Proposed Service Provider. If staffing has been determined, provide the qualifications including Knowledge, Skills, and Abilities of the person who will perform the duties of the WIOA Adult and Dislocated Worker Programs Service Provider. | 0 – 10 | 10 |
| Qualification for Staff Management. Explain any qualifications you have regarding supervision, hiring, performance evaluations of employees. | 0 – 20 | 20 |
| Compliance/Quality Assurance Experience. Detail all experience relating to monitoring, auditing, reviewing of federal, state, or local laws and regulations. | 0 – 20 | 20 |
| Capacity to Serve as the Primary Community/Partner Liaison. Outline the connection to the communities within the workforce region. Show the ability to serve in this capacity. | 0 – 20 | 20 |
| Use of DBE. Disadvantaged Business Enterprise | 0-5 | 5 |
| Budgets. Provide line-item costs and methods used to determine them. | 0 – 25 | 25 |
| Totals | | 100 |

13. System Delivery of Services

The TWDB has selected the following center location(s) in the workforce area:

SC Works Berkeley

325 E. Main Street
 Moncks Corner, SC 29461
 (843) 761-4400
 Office hours:
 Monday –Friday from 8:30am – 4:30pm

SC Works Charleston

1930 Hanahan Road, Suite 200
North Charleston, SC 29406(843) 574-1800

Fax: (843) 574-1808

Toll-Free: (888) 226-1606

The Charleston Center is a comprehensive center delivering integrated services with other Partners through functional units.

Office hours:
 Monday –Friday from 8:30am – 5:00pm

SC Works Dorchester

1325-A Boone Hill Road
Summerville, SC 29483
(843) 821-0695
Office hours:
Monday –Friday from 8:30am – 4:30pm

The division of services and elements that are to be provided by WIOA staff and those that are to be provided by other organizations who have been designated or selected during a procurement process will be provided to the Operator at the start of the Program Year.

14. The Contract That May Result from This RFP

The following are examples of the contract provisions that will be included in the contract that will be developed as a result of this RFP. The exact text of the contract provision may differ slightly from the example shown.

Contract Costs – All costs that are approved in a contract must be reasonable and necessary to carry out the planned functions. The costs must be allowable and allocable to the proper grants and costs categories. If the contractor is a public entity or non-profit entity, the contract will not include a provision for profit. Profit margins with individuals and for-profit organizations may be negotiated. Profit margins must be reasonable and cannot be based on a percentage of actual costs.

The contract awarded under this RFP is subject to available funding. The TWDB does not guarantee any minimum or maximum amount of work and/or dollar value associated with this procurement. The specific method of payment for services to be rendered will be set for in the negotiated contract and will be contingent upon demonstration that the negotiated performance deliverables have been successfully accomplished.

Contract Type – The successful proposer may be offered a cost reimbursement, fixed price or performance-based contract, depending on the type of entity that is offered a contract. The successful proposer(s) will be a contractor of the BCDCOG/Fiscal Agent. The contractor chosen will be reimbursed for costs on a monthly basis. The contract may contain a provision for profit if an entity selected is a for profit organization.

Criminal History Reports – The contract that results from this RFP may contain a requirement that the contractor provide a current (within the past 12 months) and satisfactory SLED criminal history report on all individuals working in any manner for the contractor if the individual will be providing services to workforce customers. The criminal history report shall be deemed satisfactory if it contains no history of criminal offenses which would be considered crimes which present a danger to customers. These reports, if required, must be submitted to the WIOA Fiscal Agent not less than 10 days prior to the scheduled beginning date of performance under the contract. If the reports are not submitted by that deadline, the contract may be declared void and no payments will be made to the contractor. The cost of the criminal history reports will be paid by the contractor and cannot be included in the contract costs.

Contract Renewal and Extension – The contract that results from this RFP may have a provision for extension. The terms and lengths of any extension will be established by the BCDCOG and will be included in the contract provisions. All extensions must be documented in a modification to the contract. Each extension must be for not more than one year and a maximum of two (2) extensions are permitted.

The contract will initially be written for a period of 12 months. Prior to the end of that 12-month period, an evaluation will be made of the performance of the Contractor to determine whether a contract extension may be granted.

Transitioning – The contractor will ensure continuance of services to the customers that are transitioned from the previous contractor that is providing the services included in this proposal. The new contractor must assure that the original plan of services for the customer will be followed with no interruptions in service to the customer. Costs for these “transitioned” or “inherited” customers must be factored into the costs that are included in the budgets for this proposal unless such costs are being paid for through another program (WIOA, TAA).

Early Termination – The contract that results from this RFP will have provisions for termination of the contract for failure to satisfactorily perform the tasks that are required. The contract that results from this RFP may also have provisions which allow the contract parties to cancel the contract at any time by providing advanced notice to other contract parties. The contract will also provide for termination of the contract for lack of funds.

Modifications – The contract will have a provision for modifying the contract. Modifications may be necessary to incorporate changes required by Federal or State laws and policies. Modifications may be necessary to increase funds to the Contractor if funds become available through other sources.

Assignment and Subcontracting – A part of the proposal evaluation is based upon the previous experience of the proposer and its staff. The contract will contain a provision that prohibits subcontracting or assigning the work to be performed without the written permission of the BCDCOG.

Indemnification – The contract will include an indemnification clause. The indemnification clause will state that the proposer (Contractor) shall indemnify and hold harmless the State of South Carolina/State WIOA Administrative Entity/Fiscal Agent, Local Elected Officials, Trident Workforce Development Board (TWDB), TWDB officers, BCDCOG agents, and employees from liability of any nature and kind, including costs, expenses, and attorney fees, for or on account of any actions, claims, suits, and damages of any character whatsoever arising out of any negligent act or omission of the proposer (Contractor) or any of its employees, agents, volunteers, subcontractors, or representatives.

Dispute Resolution – The contract will have a provision for dispute resolution. This provision will require the Contractor to use administrative processes and negotiation in attempting to resolve disputes arising from this contract. The contract will require the contractor to continue to provide services while the dispute process is ongoing.

Audit Rights – The contract will have a provision which will allow the Fiscal Agent, the State of South Carolina, the U.S. Department of Labor, the United States Comptroller General, any of their duly authorized representatives, or others with statutory audit rights to perform audits after reasonable advanced notice to the Contractor at any time during the contract period or within three (3) years from the date of the final payment of the contract. At any time during normal business hours and as often as the Fiscal Agent or any of the above parties may deem necessary, the Contractor shall make available to their duly authorized representatives for examination, all its records with respect to all matters covered by the contract. The Fiscal Agent, the State of South Carolina, the U.S. Department of Labor, the United States Comptroller General, any of their duly authorized representatives, shall have the authority to audit, examine, and make excerpts or transcripts from, any books, documents, papers, and records of the Contractor which are directly pertinent to the contract, including all contracts, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to all matters covered by the contract.

Access to Records and Records Retention – The contract will have a provision relating to Records Retention. That provision will require the Contractor to maintain all records pertinent to the contract, including financial, statistical, property, participant records, and supporting documentation. These records shall be preserved and made available to the Fiscal Agent and its agents for a period of three (3) years after the date of the final closeout of the contract. However, in the event of an audit, records shall be kept by the Contractor until the audit is completely resolved, even if it requires a retention period longer than 3 years. If the Contractor is unable to retain the necessary records for the required period, the Contractor shall transfer such records to the Fiscal Agent. Such records shall be transmitted to the Fiscal Agent for acceptance in an orderly fashion with documents properly labeled and filed, and in an acceptable condition for storage.

Copyrights and Rights to Data – The contract will have a provision relating to Copyrights and Data. That provision requires to Contractor to agree that the Fiscal Agent, the State of South Carolina, and the U.S. Department of Labor shall have unlimited rights to any data first produced or delivered under the contract.

Pre-Agreement Cost Clause – The contract will have a provision relating to Pre-Agreement Costs. That provision will state that in the event any signatures on the contract are made subsequent to the beginning date of the contract, allowable expenditures of funds between the beginning date of this contract and the actual signature date of the contract will be allowed for no more than 30 calendar days prior to the actual signature dates of the contract.

Deobligations – The contract that results from this RFP will contain clauses regarding availability of funds. Those clauses will allow the TWDB to decrease or eliminate funding to the contractor if funding made available to the TWDB is not sufficient to allow for full payment of the contract.

At any time, the contract is written, the actual funding amounts provided to the workforce area will probably not be available. The contract may be modified prior to or subsequent to the beginning of the year to reflect changes that are necessary due to actual funding amounts received. If the contract is extended after the first year, any budget amounts remaining from budgets at the end of the year

may not be carried over and expended in the extended period. The carryover of any funds is an item that must be negotiated with the TWDB and/or Fiscal Agent for the workforce area.

Price Adjustment – The contract will have a provision relating to Price Adjustment. That provision will state that if the contract was negotiated in reliance upon cost data supplied by the Contractor, the Fiscal Agent can adjust the price to exclude any significant sum by which the prices was increased because the Contractor had submitted cost data in the original proposal which was not accurate, complete, or current.

Insurance – The contract that results from this RFP will have certain requirements for insurance. There is no requirement that proof of insurance be submitted with the proposal, but evidence of insurance must be provided prior to beginning the performance of work under the contract. The Fiscal Agent for the workforce area has a policy regarding insurance that is required of it and its contractors. Those requirements will be included in the contract documents. Those requirements may include general liability coverage, fire/theft insurance on property, insurance for motor vehicles used by employees of the contractor, workers compensation, and blanket bond coverage.

EEO Requirements – The contract will have provisions requiring the proposer (Contractor) to comply with certain EEO requirements. No person in the United States shall be, on the grounds of race, color, religion, sex, sexual orientation, national origin, age, handicap, political affiliation, belief, or marital status be excluded from participation in, be denied benefits of, be subject to discrimination under, or be denied employment in the administration or in the connection with any program or activity funded in whole or part with funds made available under this agreement.

The Contractor shall take Affirmative Action to ensure that qualified applicants from groups which have historically been denied equal opportunity for employment because of the above factors shall be provided access to and encouraged to participate in employment and training activities.

The Contractor agrees to develop and implement an Affirmative Action Plan or MOA (Methods of Administration) as a formal assurance and guide for compliance with EEO requirements.

Participant Grievances – The contract will include a provision that requires the Contractor to adopt procedures for hearing and resolving grievances and complaints arising out of this contract, in conformity with the TWDB/BCDCOGs established policies.

The Contractor agrees that any trainee grievances initiated as a result of this contract and left unsettled by the Contractor's grievance procedures shall be receive and resolved in accordance with the TWDB/BCDCOG's Grievance Procedure. The Contractor shall abide by Final Determinations issued under the BCDCOG's grievance procedures.

The Contractor agrees to inform all subcontractors, including OJT employers, of the availability of the Contractor's grievance procedures, for use by the subcontractor in the event the subcontractor has no grievance procedures of its own.

Duplicate Funding – The contract will have a provision requiring the Contractor to agree that any Contractor's costs which are already allocated to other sources may not be included in the cost of the

contract. The Contractor must inform the TWDB/BCDCOG if the Contractor applies for or receives funds which affect the cost or performance of work under this contract and how the Contractor plans to allocate duplicated funds. The TWDB/BCDCOG must have the right to renegotiate the contract relative to the changed cost. This provision will notify the Contractor that federal funds may be used in conjunction with PELL, SEOG, and other programs, but funds from different sources must be used to pay for different services with no duplication.

Participant Rights – The contract documents will have a provision concerning participant rights. The provision will state that at a minimum:

- Employment Terms, Benefits, and Working Conditions – All individuals employed in subsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working in a similar length of time and doing the same type of work, except that no funds available under this contract may be used for contributions on behalf of any trainee to retirement systems or plans.
- Orientation – All participants enrolled under this contract shall be oriented by the Contractor or its agent concerning project goals and training conditions, including: (1) Attendance and punctuality standards; (2) training which will be made available; (3) other project expectations; (4) information on the entities that will be providing services; and (5) support services that are available. This orientation shall take place during the participant’s first week. Participants shall be informed of changes or corrections in the orientation information prior to the change’s effective dates.
- Disciplinary Action – The Contractor shall notify the TWDB as far in advance as possible of work or training related problems involving TWDB participants. The TWDB office shall be offered every reasonable opportunity to work with the site supervisor and the participant to resolve the problem. When participant suspension or termination appears to be necessary, the site supervisor shall give the TWDB advanced notice by cell phone, telephone or email. In extreme cases, the site may immediately suspend a participant for dangerous or outrageous behavior but in no case shall the participant be terminated without advanced notice to the TWDB office.
- Confidentiality Standards – If disclosure of trainee records is requested by the public, then current State of South Carolina confidentiality standards (commonly known as “The Family Privacy Protection Act”) pertaining to records of participants in TWDB programs shall apply.

Participant Safety – The contract will require that conditions of employment and training shall be appropriate and reasonable in light of such factors as the type of work, geographical region, and proficiency of the trainee. Trainees enrolled under the contract shall be adequately supervised during training hours and be provided with safe training conditions that, at a minimum, shall conform to the health and safety regulations established by the State of South Carolina.

Compliance With Law – The contract will have a provision requiring the Contractor to maintain compliance as follows:

In rendering the performance hereunder, the Contractor shall comply with the requirements of the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, with the regulations promulgated thereunder, and with the following:

- Applicable Federal Laws and appropriate OMB Circulars
 - Laws of the State of South Carolina
 - WIOA Policies as adopted by the South Carolina Department of Employment and Workforce
 - Local Laws
 - Local WIOA Plan
 - Local Workforce Development Board Policies
 - U.S. Department of Labor Statement 29 CFR 37.20 Regarding the Non-Discrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998 and as reauthorized.

In the event of a conflict between such laws and regulations and the terms of this agreement, precedence shall be given to the laws and regulations.

Reporting – A monthly WIOA Adult and Dislocated Worker Programs Service Provider Performance Report must accompany any requests for funds in order to demonstrate that participants are being served and that the objectives of the contract are being met. The items to be reported on a monthly basis are:

- One Stop Center Production Report
- Customer/Visitor Report
- Total Number of Program Participants
- Total Number of Program Participants in education/training activities
- Number of Program Participants completing education/training activities that received a credential.
- Number and types of credentials received.
- Number of Program Participants who completed education/training and entered unsubsidized employment.
- Number of employer contacts.
- Number of Partner services.

The contract that results from this RFP may have additional requirements that the contractor make regular presentations to the TWDB, Local Elected Officials, or similar groups. These reports may include information on customers, identified customer needs, services being provided for customers, employer needs, reports on progress that has been made on meeting the real time performance metrics, and similar types of information.

The Contractor will also be required to provide the TWDB any narrative, statistical, and financial reports related to the elements of the contract in the forms and at such times as required by the TWDB.

Program Income – The contract will have a provision relating to Program Income. That provision will state that if the Contractor receives any program income as a result of activities funded under this contract, the income must be properly accounted for and cannot be spent without advanced

approval from the Fiscal Agent. Program income must be accounted for according to the requirements of Uniform Guidance Part 200.

Property/Capital Expenditures – The contract will have a provision relating to Property/Capital Expenditures. The Contractor shall make no purchases without prior authorization by the TWDB/BCDCOG. Procurement procedures must be in compliance with the policies of the State of South Carolina for WIOA as outlined by the South Carolina Department of Employment and Workforce.

Corrective Action – The contract will have provisions describing processes related to corrective actions. This provision will describe notices to the Contractor, corrective action steps, corrective action plans, timeframes, and similar provisions.

The contract that results from this RFP will have certain other requirements for performance. The contract may require that the Contractor submit reports of expenditures, customers served, goals versus actual performance reports, WIOA performance reports, audits, reviews made by other entities, or other information that is necessary for the TWDB to evaluate the performance of the Contractor. The contract may have provisions requiring minimum performance levels to be achieved before funding for remaining periods is available. The contract may have a provision to reduce or eliminate funding for future periods if that minimum performance level is not attained.

Patent Rights – The contract will have a provision relating to Patent Rights. That provision will state that if products are produced under this contract to which a patent is granted, the patent rights shall belong to the WIOA Fiscal Agent, the State of South Carolina, or the U. S. Department of Labor. This provision shall not apply to products produced by the Contractor other than this contract and which are used in the performance of the work required by this contract.

Recruitment of Participants – The contract will have a provision concerning the recruitment of participants. The Contractor will be responsible for recruitment of participants in sufficient numbers and types so that a sufficient level of WIOA expenditures can be maintained. The contract will explain that if a sufficient number of participants are not recruited and enrolled, the contract funding levels may be negotiated to adjust staffing levels funded through the contract.

Disallowed Costs – The contract that results from this RFP will have certain provisions regarding disallowed costs and audit/monitoring findings. The contract will have provisions that require the contractor to repay any expenditure that is found to be unallowable. The contract will have provisions requiring the contractor to remedy any deficiencies found in audits or monitoring reports prior to incurring additional expenditures or receiving additional funds.

Contract Administration – The contract that results from this RFP will have certain requirements for contract administration. The Contractor will be required to comply with appropriate Uniform Guidance Part 200, State of South Carolina policy guidance, and applicable local policy guidance from the TWDB and/or BCDCOG. The proposer must have the technical competence and expertise in management and administration to properly administer the contract. There will be a requirement that the contractor obtain the appropriate audit required by Uniform Guidance Part 200 or other guidance which may apply to the contractor.

Contractor Self-Monitoring – The contract that results from this RFP will have certain requirements for self-monitoring. The Contractor will be required to periodically conduct this self-monitoring to ensure compliance with WIOA and local policies, budgets, performance measures, and similar -measures. The TWDB/BCDCOG may require the Contractor to submit periodic reports on its self-monitoring activities.

Integrated Service Delivery – The contract may have provisions regarding the provision of integrated services and/or services being delivered in a functional service delivery system. This may require the Contractor to provide some services that are traditionally delivered by other entities. In the integrated/functional delivery system, other entities may also be required to deliver some of the services that are included in the statement of work of the contract. The contract may include a requirement that staff provided by the service provider may be supervised by staff of other entities that are assisting in the provision of services in the workforce system.

Other Contract Provisions – The contract may have provisions which are not described in this RFP. Those provisions may be necessary due to in applicable laws or regulations, provisions added or changed to reflect negotiations made subsequent to the issuance of this RFP, requirements not known at the time of the issuance of this RFP, or for other reasons.

WIOA ADULT AND DISLOCATED WORKER SERVICES PROVIDER SUMMARY

PROPOSAL COVER SHEET

WIOA Adult and Dislocated Worker Services Provider Summary must be completed in its entirety for the proposal to be considered.

NAME OF ORGANIZATION:

ADDRESS:

CONTACT PERSON/TITLE:

TELEPHONE: _____ **FAX:** _____

EMAIL: _____

TYPE OF AGENCY:

- | | |
|--|--|
| <input type="checkbox"/> Government | <input type="checkbox"/> Private Non-Profit |
| <input type="checkbox"/> School District | <input type="checkbox"/> Private-for-Profit |
| <input type="checkbox"/> Public Non-Profit | <input type="checkbox"/> Accredited Training Institution |