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**Request for Proposals**

**Foothills Workforce Development Board**

**NCWorks**

**Career Center Manager/Operator**

**Program Year**

**2025**

**(July 1, 2025 to June 30, 2029)**

**Submission Deadline**

**Friday, June 20, 2025 @ 5:00 PM EST**

***Late submissions will not be accepted***

**Foothills Workforce Development Consortium and Isothermal Planning and Development Commission are**

**Equal Opportunity Employer/Program.**

**Auxiliary aids and services are available upon request for individuals with disabilities.**

This request for proposal is prepared in a Microsoft Word format. Any alterations to this document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the FoothillsWorkforce Development Board.

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RFP Timeline

Foothills Career Center Manager/Operator

|  |  |  |
| --- | --- | --- |
| **Action Item** | **Date** | **Location** |
| Letter of Intent and RFP Notification Released to Potential Bidders and Advertised | Monday, June 2, 2025 |  |
| **Due Date for Letters of Intent** | Tuesday, June 10, 2025 | Foothills Regional Commission  PO Box 841, 111 West Court St.  Rutherfordton, NC 28139 |
| RFP Developed and Reviewed by  WDB Staff | Tuesday, June 10, 2025 | Foothills Regional Commission  PO Box 841, 111 West Court St.  Rutherfordton, NC 28139 |
| RFP Release Date | Friday, June 13, 2025 |  |
| Bidders’ Conference/Pre-Award  Technical Assistance | Thursday June 13, 2025  1:00 p.m. – 2:30 p.m. | Foothills Regional Commission  PO Box 841, 111West Court St.  Rutherfordton, NC 28139 |
| **Due Date for Proposals** | **Friday, June 20, 2025, by 5:00 p.m.** | Foothills Regional Commission  PO Box 841, 111 West Court St.  Rutherfordton, NC 28139 |
| Staff Review of Proposals – for  compliance | Tuesday, June 24, 2025 | Foothills Regional Commission  PO Box 841, 111 West Court St.  Rutherfordton, NC 28139 |
| Review of Proposals by Proposal  Review Committee | Tuesday, June 24, 2025 | Foothills Regional Commission  PO Box 841, 111 West Court St.  Rutherfordton, NC 28139 |
| WDB Committee Review Discussions  Finalize Recommendations | Wednesday, June 25, 2025 | Foothills Regional Commission  PO Box 841, 111 West Court St.  Rutherfordton, NC 28139 |
| FOOTHILLS WDB Award Decision | Friday, June 27, 2025 | Foothills Regional Commission  PO Box 841, 111 West Court St.  Rutherfordton, NC 28139 |
| Contract Negotiations Completed  with Selected Vendors | Monday, June 30, 2025 | TBA |
| Projected Start Date of Programs | July 1, 2025 |  |

Note: All dates after the final proposal submission deadline are approximate and may be adjusted as conditions

dictate, without addendum to this RFP.

**Resource Materials**

Resource materials relating to Workforce Innovation Opportunity Act Title I-B programs which

may aid in preparing Request for Proposals are available on the internet at the following sites:

 Workforce Innovation Opportunity Act is available at: <http://www.doleta.gov/wioa>

 Wagner Peyser Act and regulations are available at:

[www.doleta.gov/programs/wagner\_peyser.cfm](http://www.doleta.gov/programs/wagner_peyser.cfm)

 North Carolina Division of Workforce Solutions Policy Statements and Bulletins are available at: [http://www.nccommerce.com/workforce/workforce-professionals/policy- statements](http://www.nccommerce.com/workforce/workforce-professionals/policy-statements)

**SECTION I. Background and General Information**

**Purpose**

The Foothills Workforce Development Board (“FOOTHILLS WDB”) is issuing this solicitation to select an entity to serve as Operator of the NCWorks Career Center to coordinate the delivery of service providers delivering career and training services under the Workforce Innovation and Opportunity Act of 2014 (“WIOA”), as well as other programmatic categories under the purview of the Foothills WDB. The goal of this solicitation is to receive a wide variety of high quality,

innovative proposals that meet the needs of the WDB. Respondents are invited to submit a proposal for the following:

|  |  |
| --- | --- |
| **Target Population:** | Foothills jobseekers and businesses, including  those eligible for services under the WIOA and other service categories under the purview of the WDB, including but not limited to programs funded by the Foothills WDB. |
| **NCWorks Career Center Location:** | Cleveland County NC Works Career Center  1800 East Marion St. Suite 6103  Shelby, NC 28150  McDowell County NCWorks Career Center  316 Baldwin Ave  Marion, NC 28752  Rutherford County NC Works Career Center  223 Charlotte Rd.  Rutherfordton, NC 28139 (Rutherford and Polk Counties) |
| **Start Date:** | July 1, 2025 |
| **End Date:** | June 30, 2029 |
| **Type of Contract:** | Cost-Reimbursement Contract |
| **Option to Extend (if applicable):** | FOOTHILLS WDB may extend the contract up to an additional three (3) years, in increments of one year, depending on program performance, availability of funds, and if it is determined to be in the best interests of the FOOTHILLS WDB. |
| **\*Estimated Total Funding available for this**  **RFP:** | An amount not to exceed:  **$50,000** |
| **Contact for RFP** | Annette Staley  astaley@foothillsregion.org  PO Box 841  111 West Court St.  Rutherfordton, NC 28139  828 351 2369 |

*\*All amounts are estimates for planning purposes only and are subject to change. Actual*

*funding amount is contingent upon WDB funding availability.*

All WIOA funded services, as well as those provided with other funding sources as applicable, must be delivered in accordance with the rules and regulations set forth by the funder, guidance from US Department of Labor, the State of North Carolina and policies set forth by the FOOTHILLS WDB and the Isothermal Planning and Development Commission.

The successful bidder(s) will be selected based on demonstrated abilities, past performance, a sound proposal, collaboration and partnerships, and cost effective service delivery. The WDB expects bidders to propose to provide services for the NCWorks Career Center Manager/Operator.

**Background**

On July 22, 2014, President Barack Obama signed into law the Workforce Innovation and

Opportunity Act (WIOA). WIOA is designed to improve and streamline access to federally funded employment, education, training, and support services. Congress passed the WIOA by a wide bipartisan majority and it is the first legislative reform in 15 years of the public workforce system.

Every year, the key programs forming the pillars of WIOA help tens of millions of jobseekers

and workers to connect to good jobs and acquire the skills and credentials needed to obtain them; and it connects employers with skilled workers needed for global economic competition. The enactment of WIOA provides an opportunity for reforms to ensure the One-Stop Delivery

System (also known as the American Job Center System) is job-driven, responding to the needs of employers, and preparing workers for jobs that are available now and in the future.

The terms and conditions of this RFP may change based on WIOA legislation. The successful respondent to this RFP will be expected to remain informed on WIOA regulations and requirements. For more information on WIOA and specific information on the seven (7) WIOA job-driven elements found in Training and Employment Guidance Letter 3-14, please visit <http://www.doleta.gov/wioa>.

**Foothills Workforce Development Board**

The FOOTHILLS WDB provides policies, guidance and oversight for the WIOA programs in Cleveland, McDowell, Rutherford, and Polk Counties and this responsibility is codified in an Inter-local Consortium Agreement between the Foothills WDB and the Foothills Workforce Development Consortium consisting of the four county boards of commissioners. The purpose of the WDB is to facilitate, plan, and coordinate workforce development resources to maximize the efforts of government, business and education.

Through collaborative partnerships, the WDB is the local policy organization responsible for the planning, oversight, and coordination of workforce development initiatives that help support economic development in Foothills Regional Commission. It provides leadership to the local workforce system by promoting the delivery of comprehensive employment and training services, providing guidance, and exercising independent oversight regarding activities under WIOA and other programs

within the Foothill’s NCWorks Career Centers.

By law, the majority of Board members must represent the private sector with the balance of the FOOTHILLS WDB being comprised of representatives from educational, rehabilitation, public assistance, and economic development agencies, community-based organizations, organized labor and the employment service.

Additional information, including the current Foothills WDB Strategic Plan, can be found at <https://foothillsregion.org/workforce-development/>

**SECTION II. Submission Requirements**

**Eligible Organizations**

**Organizations must have submitted a Letter of Intent to Bid on or before Friday, June 20, 2025 in order to be eligible to submit a proposal. Failure to do so will be a disqualifying factor.**

The Foothills WDB is soliciting proposals from qualified organizations to direct federal Department of Labor (“DOL”) WIOA Title I Funds, and other categories of funding that may become available toward career and training services using evidence-based practices. Organizations eligible to submit proposals for this RFP include:

 private for-profit businesses;

 private not-for-profit organizations (including faith and community-based organizations)

 governmental entities (including the public school system, community colleges, local government and other public sector organizations); or

 a collaboration of three or more required on-stop partners

The Region CWDB also encourages the participation of respondents who are certified as small businesses, minority-owned firms, and women’s business enterprises, whenever possible. The Foothills WDB is committed to Equal Opportunity in its contracting process.

Any not-for-profit entity MUST have been incorporated for at least two (2) years (as evidenced by a letter from the governing body certifying proof of incorporation) and be designated as a

501(c)(3) tax-exempt organization by the Internal Revenue Service.

Any for-profit entity must have been incorporated at least two (2) years.

This RFP contains the requirements that respondents must meet in order to submit a responsive proposal. A responsive proposal is one that complies with all the format and content requirements and amendments of the RFP. This RFP provides information regarding eligibility and the format requirements in which a proposal must be submitted.

**Questions about the RFP and the Bidders’ Conference**

For any organizations that intend to submit a proposal, you may attend a Bidders’

Conference scheduled from 1:00 pm to 2:30 pm on Monday, June 13, 2025 at the following location:

Foothills Regional Commission

111 West Court St.

Rutherfordton, NC 28139

Questions relating to this RFP will not be answered by telephone. Questions a proposer wishes to have answered at the Bidders Conference should be submitted in writing by Monday, June 13, 2025, by 5:00 p.m. This will allow time for the WDB staff to fully research questions and provide detailed answers at the Bidders Conference. After the Bidders Conference, additional questions pertaining to this RFP must be submitted in writing no later than Tuesday, March 4, 2025, at 5:00 p.m. Questions received after this deadline will not be answered. Responses to these additional questions will be distributed by email to prospective bidders.

Email, all questions to Annette Staley at: [astaley@frcnc.gov](mailto:astaley@frcnc.gov%20)

The respondent must include the RFP title “*WIOA Career Center Manager/Operator RFP*” in the email subject line. **It is the respondent’s responsibility to check the website on a regular basis for updated information and written responses to all questions submitted.**

**Addenda to RFP**

If it becomes necessary to revise any part of this RFP, an addendum will also be posted on the

FOOTHILLS WDB website. Respondents are responsible for checking the website frequently to remain informed about the procurement process and other information that may affect this RFP, e.g. WIOA information, changes to performance measures, and revisions to the timeline.

**Ex-Parte Communication**

It is the policy of the FOOTHILLS WDB to prohibit ex-parte communication with any FOOTHILLS WDB member (e.g. FOOTHILLS WDB staff, consultants, or other persons serving as an evaluator during the procurement process. Respondents that directly contact Board members or evaluators risk elimination of their proposals from further consideration.

Any communication by telephone, email, letter, face-to-face conversation, or other off-the-

record contact is strictly prohibited. Any discovered ex-parte communication will be provided to the FOOTHILLS WDB’s Executive Director for review and appropriate action. Applicants who improperly influence the proposal review and evaluation process in any way will be subject to disqualification.

**NOTE:** Under no circumstances may an individual who is an evaluator collaborate and/or communicate with any respondent. Evaluators will be asked to sign the “Conflict of Interest

Certification for Request for Proposal” stating they have not communicated or collaborated with

any respondent.

**Right to Cancel**

The FOOTHILLS WDB reserves the right to delay, amend, reissue, or cancel all or any part of this RFP at any time without prior notice. The FOOTHILLS WDB also reserves the right to modify the RFP process and timeline as deemed necessary.

This RFP does not commit the FOOTHILLS WDB to accept any proposal, nor is the FOOTHILLS WDB responsible for any costs incurred by the respondent in the preparation of responses to this RFP. The FOOTHILLS WDB reserves the right to reject any or all proposals, to accept or reject any or all items in the proposal, and to award the contracts in whole or in part as is deemed to be in the best interest of the FOOTHILLS WDB. The FOOTHILLS WDB reserves the right to negotiate with any respondent after proposals are reviewed, if such action is deemed to be in the best interests of the FOOTHILLS WDB.

**Termination Due to Non-Availability of Funds**

When funds are not appropriated or otherwise made available by the FOOTHILLS WDB to support

continuation of this RFP or any contract(s) therein, they shall be cancelled as of the effective date set forth in the termination notice. The contractor shall be reimbursed for the reasonable value of any nonrecurring cost incurred but not yet recovered under this contract.

**SECTION III: Scope of Work**

**Role of the Career Center Operator**

The WIOA places greater emphasis on local resource coordination to better meet the needs of

jobseekers, workers, and businesses. This includes supporting the development of partnerships and strategies necessary for career centers and the workforce system at large to provide job seekers, workers, and businesses with high-quality career, training, and follow-up services.

Therefore, under WIOA and the local Memorandum of Agreement (MOA), the Career Centers are required to partner with the identified partner programs to promote the coordination of services on behalf of job seekers and businesses. The NCWorks Career Center Operator will serve a key role in supporting the coordination of these services to promote an effective, customer focused workforce system with a focus on continuous improvement.

In coordination with the designated Center Manager, the NCWorks Career Center Operator will serve the FOOTHILLS WDB and workforce system to coordinate service delivery leading to enhance services, customer satisfaction and program performance, while integrating workforce partner programs. Staff must follow procedures to safeguard customer personal identifiable information.

The designated Operator will also assist in meeting and maintaining Center Certification requirements and goals, ensure that the facility, services and partners are correspondingly branded as part of the NCWorks system, monthly reporting of center traffic and activities, implementing FOOTHILLS WDB standards/policies, outreach, staff training, and ensuring the North Carolina model of Integrated Service Delivery is being implemented.

This project requires staff with management experience, excellent customer service skills, and the ability to facilitate system coordination.

**WIOA Required Partners**

The entity selected as the NCWorks Career Center Operator will be responsible for coordinating with the FOOTHILLS WDB staff to ensure that all core and required partners are engaged in the implementation of the NC Model of Integrated Service Delivery, including (but not limited to):

WIOA identifies the following as core partners

 Adult, Dislocated Workers and Youth

 Adult Education and Literacy

 Wagner-Peyser Employment Services

 Vocational Rehabilitation

 Justice Involved

Other WIOA required One-Stop partners who must participate in the operation of the One-Stop

System include where available:

 Career and Technical Education

 Community Services Block Grant

 Indian and Native American Program

 HUD Employment and Training Program

 Job Corps

 Local Veterans Employment Representatives (LVER) and Disabled Veterans Outreach

Program (DVOP)

 National Farmworker Jobs Program

 Senior Community Service Employment Program

 Temporary Assistance for Needy Families (TANF)

 Trade Adjustment Assistance Program

 Unemployment Compensations Program

 YouthBuild

**SECTION IV. Proposal Guidelines**

**Submittal of Proposals**

All proposals must be delivered on or before 5:00 p.m. EST on Friday, June 20, 2025 via mail or

personal delivery to the address listed on page 13 to the Foothills Workforce Development Board.

If a respondent sends their proposal via U.S. Postal Service, UPS, or any other type of delivery service, the respondent is responsible for requesting proof of delivery date and time from their chosen carrier. Proposals received after the denoted closing date and time will not be considered for funding.

The respondent may modify their proposal in writing at any time prior to the scheduled closing date and time for receipt of proposals. Proposal modifications must be submitted in the same manner required for the original proposal.

**Required Proposal Content**

|  |  |
| --- | --- |
| Title Page | RFP Title Page |
| Table of Contents | Required with page numbers included |
| Executive Summary | One page summary that must include an organizational  overview related to workforce development and qualifications |
| Proposal Narrative | Demonstrated Ability, Program Narrative and Budget  Narrative  The total cannot exceed eight (8) pages (excluding Executive Summary, required attachments and budget forms).  Label each section and applicable subsection with the section number and title. |
| Letters of Support/MOUs and at  least one Reference | Include letters of support or memoranda of understanding  detailing partner roles, responsibilities and resources provided. In addition, the letter of support should be included in this section. (These items do not count toward the 8-page narrative limit.) |
| Resumes/Job  Descriptions/Organizational Chart | Include resumes or job descriptions of all staff positions  funded, in whole or in part, for this project. Include an  Organizational Chart. (These items do not count toward the  8-page narrative limit and Appendix C can be used for this section.) |
| Budget Forms | Budget Forms – Appendix B |
| **Assurances and Certifications** | **Appendix F** |

**Proposal Format Requirements**

|  |  |
| --- | --- |
| Font | 12-point – Times New Roman |
| Pages | Single-sided on 8.5 x 11 paper |
| Margins | One (1) inch – This applies to all margins |
| Spacing | Double-spaced |
| Footer | Name of organization submitting the proposal  and page number on each page |
| **Proposal Packaging** | **All proposals must unbound but 3-hole punched for a three-ring binder.** |
| **Required Copies** | **Original and 3 copies (4 total)** |

General Submission and Format Instructions: In order to be considered for funding, an original proposal and three (3) copies of the original proposal along with an electronic version in portable media must be received in the FOOTHILLS WDB administrative office no later than 5:00 p.m. on **Friday, June 20, 2025**. Proposals and copies must not be in binders but have been three-hole punched. Because of the need for original signatures, proposals may not be e-mailed or faxed. Proposals may be hand delivered or mailed to the FOOTHILLS WDB administrative office at:

**Foothills Regional Commission**

**Attn: Annette Staley**

**PO Box 841**

**111 West Court St**

**Rutherfordton, NC 28139**

Any proposal received after the closing time and date will be considered non-compliant and will not be scored. Any proposals not meeting the above criteria will be deemed non-responsive and will not be reviewed. The proposer assumes all responsibility for the submission of the proposal and meeting required deadlines.

**Statement of Work Narrative**

This element of the proposal should describe the proposed program in detail sufficient to

demonstrate an understanding of the work to be performed, the needs of the participants, and the desired results. **See expected One-Stop Operator Duties in Appendix E.**

**1. Executive Summary**

Respondent must provide a description of their organization in the following areas, clearly

articulating any measurable outcomes and outlining the roles of specific partners involved in achieving program goals where applicable:

 Total number of years in existence;

 Past or current experience serving in the role of an Operator for a comprehensive One Stop/American Job Center including any contracts in other states or geographic regions;

 Experience implementing resource sharing agreements among all mandatory partners outlined in WIOA;

 Past or current experience leveraging and/or bringing in additional resources (beyond

WIOA Title I Adult & Dislocated Worker funds) to the One-Stop Center/System;

 Expertise in collaborating in and executing a project with multiple stakeholders, which includes descriptions of the distinct roles of each partner and the steps taken to achieve desired outcomes.

This Section should be no longer than 1 page.

**2. Work Plan**

Entities should submit a proposal narrative of not more than eight (8) pages that describes

the following:

 A brief general description of the entity making this proposal and any experience with workforce development, economic development, education or human services systems and how this may enhance center operations/services.

 Your anticipated approach to serving as the Operator of the NCWorks Career Center.

This should include coordination of partners, center communication, customer

satisfaction, and integrated service delivery.

 The management structure to be implemented for the Career Center, including a description of each position and required experience in administering projects of similar size and scope (include resumes or job descriptions for all staff funded in whole or in part by the FOOTHILLS WDB).

 The ways in which the Career Center Operator plans to work closely with the FOOTHILLS WDB

staff to implement a high-quality, effective and efficient service delivery strategy.

 A draft budget with detail, using the attached budget forms, explaining the expenses such as staff, travel, training, etc. Please explain if other funds will be used/integrated to supplement this project. For-profit organizations must propose criteria/deliverables to be achieved.

**3. Fiscal Elements**

**a) Budget and Budget Narrative**

 Provide your agency’s policies and procedures to identify and track the funding streams which pay the costs of services provided to individuals who are participating

in adult and dislocated worker programs concurrently, and to ensure that services are not duplicated.

 Provide a description of the organization’s experience with developing, managing,

and enforcing Career Center cost sharing agreements.

 Provide a description of the organization’s experience with managing federal funds, the experience that fiscal staff employed by the organization have in administering federal funds, and how the organization ensures compliance with federal financial management standards.

**b) Career Center**

The FOOTHILLS WDB or designated partners will continue to pay all facilities-related and supply costs of partners and the Operator in the Career Center including the following:

 Rent

 Utilities

 Equipment and IT support

 Repairs and maintenance

* Center-based communications

Costs for use of the facility and other major costs as delineated above shall continue to be paid by the FOOTHILLS WDB and should not be included in the respondent’s proposed budget. The Career Center Operator/Manager shall budget for its share of the following items:

 Office Supplies

 Postage

 Printing

**c) Profit**

Only commercial for-profit organizations may incorporate profit into their budget. Profit

must be contained in a single line item on the Operator Overhead budget tab and may not exceed 7% of the Total Project Expenses. Profit and administration combined may not exceed 10%.

**4. Local Workforce Development Board Reference**

Respondents who have not had funds from the FOOTHILLS WDB for the last two complete program years (Program Years 2023 and 2024) must provide at least one reference from a Workforce Development Board. The reference must be for projects the respondent has managed within the past two years for at least six months. The reference must be

included with the RFP packet. **Only one reference will be reviewed per respondent. If**

**multiple references are received for any one respondent, only the first reference will be reviewed.**

**SECTION V. Terms and Conditions**

**Disclaimer**

In the event policy, procedure, program design, law, or regulatory changes occur, bidding

organizations may be requested to modify program design or the delivery of services. Should a request for a change in program design or services occur, staff of the FOOTHILLS WDB will be available to assist bidding organizations or service providers with the interpretation and suggestions for policy or program redesign.

**Discretion of the FOOTHILLS WDB**

The FOOTHILLS WDB reserves the right to reject any and all proposals. Notwithstanding anything to the contrary in this document or in any addendums to this document, the FOOTHILLS WDB reserves the right to negotiate changes of any nature with any firm proposing to do the work with respect to any term, condition, or provision in this document and/or in any proposals, whether or not something is stated to be mandatory and whether or not it is said that a proposal will be rejected if certain information or documentation is not submitted with it.

**Signature**

The proposal shall be signed by an official authorized to bind the agency and shall contain a

statement to the effect that the proposal is a firm bid until withdrawn in writing by the submitting organization. The proposal shall also provide the name, title, address, e-mail, and telephone number of the individual(s) with authority to negotiate during the period of contract negotiations.

Any evidence of fraud in the proposal or in the performance of the ensuing contract will be turned over to the proper authorities for enforcement.

**Renewal**

Based on successful performance, timeliness of start-up, compliance to local area monitoring

and quality of service, the FOOTHILLS WDB will have the option to renew an additional one-year (annual) contract for up to three years, based on review and approval of the FOOTHILLS WDB and based on performance and funding availability. The FOOTHILLS WDB therefore reserves the right to adjust award amounts based on the final allocation figures. The FOOTHILLS WDB may increase or decrease funding at any time based on funding availability and on contractor performance.

**Fraud**

Any evidence of fraud in the proposal or in the performance of the ensuing contract will be

turned over to the proper authorities for enforcement.

**Incorporation/Certificate of Existence**

The proposal must include a Certificate of Existence or a Letter of Incorporation signed

by the North Carolina Secretary of State.

**Non-discrimination and terminations**

No customer will be discriminated against based on race, color, religion, sex, national origin,

age, handicap, political affiliation, or belief, or citizenship. No enrollee may be terminated without prior written authorization.

**Presentation and Negotiations**

The FOOTHILLS WDB reserves the right to request additional data in support of the proposal or ask the proposer to make a presentation detailing delivery of program services. The FOOTHILLS WDB may require that successful proposers participate in negotiations and submit any budget, technical, or other revisions of the proposal prior to executing a contract.

**Liability Insurance**

Organizations must provide proof of general liability insurance, auto insurance, and workers

compensation by the time of grant award.

**Licensing or Proof of Non-Profit Status**

Organizations must provide proof of non-profit status or an appropriate business license prior to

being awarded a contract. All prospective applicants (except governmental entities) are required to have current business license on file.

**Monitoring Access**

In accordance with Section 183 and 184 of the WIOA, bidders/proposed contractors agree to cooperate with any monitoring, inspection, audit, or investigation of activities related to WIOA contracts. The North Carolina Department of Commerce – Division of Workforce Solutions, the U.S. Department of Labor, the Foothills Workforce Development Board, or their designated representatives may conduct these activities. This cooperation includes access to the premises for the purpose of interviewing employees or participants and permitting the examination of, and/or photocopying of books, records, files, or other documents related to the contractual agreement and activities around the contract.

APPENDICES

**Appendix A-Equal Opportunity**

1. The applicant assures compliance with Section 188 of the Workforce Investment Act as amended and the Civil Rights Act of 1964 (Public Law 88-352) which governs the contractor's responsibilities in upholding laws pertaining to equal opportunity employment.

(Name of EEO Officer)

(Position Title) (Telephone Number)

2. All participants and staff will be informed of the Participants Rights, Benefits,

and Complaint Procedures, EEO policies and guidelines and the name of the EEO Officer during a formal orientation prior to participating in any employment and/or training program funded by WIOA.

3**.** Your organization is required to develop and adhere to affirmative action policies.

4. All grievances and complaints submitted by WIOA participants involving allegations of discrimination, violations of the Workforce Innovation and Opportunity Act as amended or criminal fraud, abuse or misconduct must be processed in accordance with the FOOTHILLS WDB Grievance/Complaint Procedures. Equal Opportunity Policy and Grievance/Complaint Procedures are included as Appendix D.

**Appendix B-Budget Forms**

**WIOA BUDGET CAREER CENTER MANAGER/OPERATOR**

**AGENCY’S COMPLETE NAME:**

**PROJECT NAME*:***

|  |  |  |  |
| --- | --- | --- | --- |
| **Description/Categories** | **Line Item Total** | **AW Services** | **DW Services** |
| **I. Personnel** |  |  |  |
| Staff Salaries | $ |  | $ |
| Staff Fringe Benefits | $ |  | $ |
| Staff Travel | $ |  | $ |
| SUB-TOTAL PERSONNEL | $ |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **II. Non-Personnel Operating Costs** | **Line Item Total** | **AW Services** | **DW Services** |
| Postage | $ |  |  |
| Communications | $ |  |  |
| Supplies | $ |  |  |
| Computer Leases | $ |  |  |
| Other | $ |  |  |
| (Please specify) |  |  |  |
| SUB-TOTAL NON-PERSONNEL | $ |  |  |
|  |  |  |  |
| **TOTAL OPERATING COSTS** | $ |  |  |

$

|  |  |  |  |
| --- | --- | --- | --- |
| **III. Administration Costs** | **Line Item Total** | **AW Services** | **DW Services** |
| Staff Salaries | $ |  | $ |
| Staff Fringe Benefits | $ |  | $ |
| Other Direct Administration Costs | $ |  | $ |
| (Please specify) |  |  |  |
| Indirect Administrative Costs | $ |  | $ |
| (Please specify) |  |  |  |
| Income\* | $ |  | $ |
| **TOTAL ADMINISTRATION COSTS** | **$** |  | **$** |
|  |  |  |  |
| **TOTAL PROJECT COST** | $ |  | $ |
| **\*\*Less Project Income** | $ |  | $ |
| **NET PROJECT COST** | $ |  | $ |

**\*Complete line if program income is anticipated from the project**

**Contractor’s Signature:**

**Date Submitted:**

**Staff Salaries**

|  |  |  |
| --- | --- | --- |
| **Position Title** | **# of Positions** | **Annual Salary of Position** |
|  |  | $ |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**TOTAL STAFF SALARIES: $**

**Staff Fringe Benefits**

|  |  |  |
| --- | --- | --- |
| FICA: | $ Salaries x | % Rate……………..$ |
| Worker's Compensation: | $ Salaries x | % Rate…………….$ |
| Pension (Retirement):  Unemployment Insurance: | $ Salaries x  $ Salaries x | % Rate…………….$  % Rate…… …$ |

\*Health Insurance: $ Monthly Rate x Months x Staff $

Other Fringe Benefits (Specify) …………………………………………………….$

**TOTAL STAFF FRINGE BENEFITS: $**

*\*For Health Insurance Computation: Determine Health Insurance by using a percent full-time persons salary for the # of months worked for each budgeted position.*

**Staff Travel**

Mileage: Miles Per Month x Months x $ Per Mile…$

Transportation by Common Carrier: $ Per Month x Months………$

Per Diem: Days x $ Rate Per Day…………………………..……………$

**TOTAL STAFF TRAVEL: $**

\*Commuting travel (miles to and from home) is not reimbursable.

**Non-Expendable Property Purchase\***

**TOTAL NON-EXPENDABLE PROPERTY PURCHASE**

**COST FOR ADMINISTRATION: $**

*\*Non-expendable property has a life expectancy of one year or more and a unit cost of $50.00 or more. All purchases of non-expendable property must be approved, in writing, by the FoothillsWorkforce Development Board prior to the initiation of action to purchase any such property.*

*\*\*Any proposed budget amounts for non-expendable property purchase costs must be supported by a*

*Property Summary Form -- DET 150.*

**Non-Expendable Property Lease\***

**TOTAL NON-EXPENDABLE PROPERTY LEASE FOR ADMINISTRATION\*: $**

*\*Non-expendable property leased or defined as non-expendable property to be leased at a cost of $50.00 or more per year. All leases of non-expendable property must be approved, in writing, by the FoothillsWorkforce Development Board prior to initiation of action to purchase any such property.*

**Other Direct Administration Costs**

Postage: $ Average Cost Per Month x Months $

Telephone: $ Average Cost Per Month x Months…………………….$

Copy Service Cost: $ Average Cost per Month x Months……………...$

Consumable Office Supplies: $ Average Cost Per Month x Months……$

Advertising (Attach Itemization and Justification):………………………………………... $

Insurance (Attach Itemization and Justification):…………………………………………...$

Bonding (Attach Itemization and Justification):………………………………………….....$

Computer Use (Attach Itemization and Justification):…………………………………….. $

Outside Audit (Attach Itemization and Justification):………………………………………$

Equipment Maintenance and Repair Cost (Attach Itemization and Justification):………....$

Other Allowed Direct Cost (Attach Itemization and Justification):………………………...$

**TOTAL OTHER ADMINISTRATION COSTS:…………………………......................$**

**Indirect Administration Costs\***

Indirect Costs: $ Base x % Approved Rate $

**TOTAL INDIRECT COSTS: $**

*\* An organization's indirect cost plan must be developed and submitted for prior written approval by the LA if funds are budgeted in the indirect costs category. Attach a copy of the agency's Indirect Cost Negotiation Agreement.*

**TOTAL PROJECT COSTS: $**

**Appendix C - Evaluation Criteria**

The Evaluation Team will use the following guiding principles to assess submitted proposals:

 The ability of the program to help the Foothills Workforce Development Board meet performance goals;

 Reasonableness and affordability of the unit price, and

 How well the program will collaborate with other organizations in the community.

**Proposals will be evaluated using the assigned point totals for the following criteria:**

|  |  |
| --- | --- |
| **30%** | **Experience with workforce development, economic development,**  **education or human services systems, and how that experience applies within the context of the Foothills service area.** |
| **30%** | **Specific experience with workforce/WIOA.** |
| **30%** | **Anticipated approach incorporating an integrated system of delivery.** |
| **10%** | **Budget Narrative.** |

Appendix D—Equal Opportunity Policy and Complaint Procedures

FOOTHILLS EQUAL OPPORTUNITY AND

**NONCRIMINAL COMPLAINT PROCEDURES**

Updated 2024

**Foothills Region Workforce Development Consortium** (CPS 10-2021, TEGL 05-23)

1. BACKGROUND: Foothills Region's WIOA activities will not discriminate against: applicants, eligible applicants, or participants of any Workforce Innovation and Opportunity Act (WIOA) funded activity; applicants for employment or employees of any WIOA funded agency or program; or any other person because of *race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age,*[*disability*](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=5814e48524e23b3549a88bcae9486b1d&term_occur=1&term_src=Title:29:Subtitle:A:Part:38:Subpart:B:Subjgrp:85:38.35)*, or political affiliation or belief, or, against any beneficiary of,*[*applicant*](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=fd0ea72d419d94d344439b1220b4a08e&term_occur=1&term_src=Title:29:Subtitle:A:Part:38:Subpart:B:Subjgrp:85:38.35)*to, or*[*participant*](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=3a38b2a3ea47b27915bd65a3a71bc2db&term_occur=1&term_src=Title:29:Subtitle:A:Part:38:Subpart:B:Subjgrp:85:38.35)*in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's*[*citizenship*](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=e38216376e467d4a4ba2ad88c2354d73&term_occur=1&term_src=Title:29:Subtitle:A:Part:38:Subpart:B:Subjgrp:85:38.35)*status or*[*participation*](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=a84d3f32412a4f8873af20c9d9de8d60&term_occur=1&term_src=Title:29:Subtitle:A:Part:38:Subpart:B:Subjgrp:85:38.35)*in any*[*WIOA Title I-financially assisted program or activity*](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=90c7e060fa35f5784dbfe7b89050e9b4&term_occur=1&term_src=Title:29:Subtitle:A:Part:38:Subpart:B:Subjgrp:85:38.35).The following procedures are designed pursuant to: Section 3.7 of the Grant Administration Agreement; Section .0412 of Title 04, Chapter 20 North Carolina Administrative Code; the Americans with Disability Act of 1990, as amended; the Workforce Innovation and Opportunity Act of 2014; the Non-traditional Employment for Women Act of 1991; Sections 403(a)(5)(J), 403(a)(5)(I)(iii), and 408(d) of Title IV of the Social Security Act, as amended; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended, Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 38.

Discrimination against individuals of any religion may constitute discrimination based on race, color, or national origin when it involves or is based on, for example:

* racial, ethnic, or ancestral slurs or stereotypes;
* a person’s appearance, including their skin color, physical features, or style of dress that reflects both ethnic and religious traditions or heritage;
* a person’s foreign accent or foreign name (including names commonly associated with particular shared ancestry or ethnic characteristics); or
* the fact that a person speaks a language other than English, such as Hebrew or Arabic

WIOA regulations also explicitly prohibit harassment based on religion, including, in certain circumstances, offensive remarks about a person’s religion or other unwelcome verbal or physical conduct based on religion.

No person shall, on these grounds, be:

1. excluded from participation in any WIOA funded program or activity, or;
2. denied the benefits of any WIOA funded program or activity, or;
3. subjected to discrimination in connection with any WIOA funded program or activity, or;
4. denied employment in the administration of or in connection with any WIOA-funded program or activity.

**Religious Accommodations under Section 188 of WIOA:**

WIOA regulations provide that covered entities must not refuse to accommodate an individual’s religious practices or beliefs unless doing so would result in “undue hardship.” See 29 C.F.R. § 38.6(c)(2). Religious accommodation requests can involve, e.g., schedule changes or leave for religious observances, exemptions from or modifications to uniform, dress, or grooming requirements that conflict with religious practices, or providing a quiet area for prayer during break time.

This policy applied to all programs, projects or activities funded in whole or in part with WIOA funds received directly or indirectly by Foothills Region. Any person who believes that he or she or any specific class of individuals has been treated inequitably with regard to grounds specified in the underlined and italicized portions of this paragraph may file a written complaint, or cause a complaint to be filed by their representative.

1. This complaint may be filed with the EO officer of the Administration Entity for Foothills Region's WIOA programs the EO officer of an agency or individual providing WIOA funded services or programs under contract with Foothills Region Workforce Development Consortium, or with the Director of the Directorate of Civil Rights (DCR), US Department of Labor.
2. If the complainant chooses to file his/her complaint directly with the DCR, this complaint shall be mailed to:

Director of Civil Rights

US Department of Labor

200 Constitution Avenue, NW

Room North 4123

Washington, DC 20210

1. DEADLINE FOR FILING: A complaint filed on the basis of the grounds indicated above must be filed within 180 days of the alleged discrimination, unless this deadline is extended by the Director of DCR for good cause shown.

C. COMPLAINT PROCEDURES:

1. All complaints must be signed by the complainant or authorized representative and filed in writing. Complaints must include the following information:
2. The full name, address, and telephone/TTY number of the complainant, or in lieu of this information, another specified means of contacting the complainant.
3. The full name and address of the person or agency against whom the complaint is made.
4. A clear and concise statement of the act or acts which are thought to be a violation.
5. Only with regard to complaints of discrimination on the grounds of disability, evidence that the complainant is disabled; and,
6. Other information that will help explain and resolve the complaint.
7. If the complainant chooses to file his/her complaint with the Administrative Entity for WIOA Activities in Foothills Region:
8. The person or group filing the complaint will be provided a dated receipt acknowledging delivery of the complaint to the EO Officer of the Administrative Entity. The date of filing will be the date the complaint is received by the EO Officer.
9. The EO Officer will work with the complainant throughout the complaint process to insure an understanding of the procedures to be followed and to assist in preparation of the complaint, if necessary. The EO Officer may, at the option of the complainant, serve as an intermediary between the complainant and the person, agency or group against whom the complaint is filed.
10. Complaints filed with the Administrative Entity should be sent to:

Alan Toney, Equal Opportunity Officer

Foothills Regional Commission

PO Box 841

Rutherfordton, NC 28139

Phone: 828 287 2281

1. HEARING PROCEDURES: Hearings on any complaint filed must be conducted within 15 days of filing. In the event the complaint is filed with the Administration Entity for WIOA Activities Programs in Foothills Region, the Executive Committee of the Foothills Region Workforce Development Board’s Executive committee will serve as the WIOA Grievance Committee. Complaint hearing procedures are as follows:
2. All parties involved in the complaint will be given reasonable notice of the hearing by registered or certified mail, or by hand delivery supported by a signed receipt. This notice shall specify:
3. The date, time, and place of the hearing;
4. The authority and jurisdiction under which the hearing is to be held;
5. The particular section of the Act, regulation, grant or other agreements under the Act involved in the complaint;
6. The specific charges contained in the complaint;
7. The right of both parties involved in the complaint to be represented by legal counsel or other individuals of their choosing;
8. The right of each party to present evidence, both written and through witnesses;
9. The right of each party to cross examination; and
10. The right of each party to a decision by an impartial party who has not been directly involved in the events from which the complaint arose.
11. The hearing will be tape recorded. The EO Officer named above shall maintain complete records and documentation of all aspects of the contested case, including minutes of testimony, data submitted, findings, appeals, and final decisions. Copies of such records and documentation shall be provided to either party upon submission of a written request to the EO Officer.
12. A written decision made strictly on the recorded evidence will be rendered by the Grievance Committee, as defined above, and provided to both parties within twenty-five days of the date the complaint was initially filed.
13. APPEAL PROCEDURES: If a complainant receives an unsatisfactory decision or does not receive a decision at the local level within 40 days of the filing of the complaint, the complainant has a right to request a review of the complaint by the North Carolina Division of Workforce Solutions. Requests for such review shall be submitted to:

Mose Dorsey

NC Department of Commerce

Division of Workforce Solutions

4316 Mail Service Center

Raleigh, North Carolina 27699-4316

Phone: 984 236 4252

1. Such request must be filed within 10 days of receipt of the adverse decision, or, in the event the complainant has not received a written decision within the 40 days of the date the complaint was filed with the Foothills Region Local Area.
2. The Division of Workforce Solutions will conduct a review of the complaint and issue a decision within 30 days from the date of receiving the review request.
3. Should the Division of Workforce Solutions provide a decision unsatisfactory to the complainant, or fail to provide a decision as specified above, the complainant may file the complaint with the Directorate of Civil Rights or the United States Department of Labor. This complaint must be submitted in writing no later than 30 days following the Division of Workforce Solutions’ decision or 90 days from the date the complaint was initially filed at the local level, whichever is earlier. Complaints filed with the Director, Directorate of Civil Rights shall be mailed to the address contained in Section II.A.2 of this document.
4. RECORD KEEPING: The Administrative Entity of WIOA programs in Foothills Region shall maintain a log of complaints filed. The log shall include:

* The name and address of the complainant;
* The ground of the complaint;
* The date the complaint was filed;
* The disposition and date of disposition of the complaint, and;
* Other pertinent information.

Records regarding complaints and actions taken thereunder shall be maintained for a period of not less than three years from the date of resolution of the complaint and made available to the Directorate of Civil Rights (DCR) or the NC Division of Workforce Solutions upon request. Information concerning all complaints shall be kept confidential.

**NONCRIMINAL COMPLAINT PROCEDURES**

##### BACKGROUND: In accordance with 29 CFR 38.35 of the regulations, WIOA programs establish procedures for concerned participants, program operators, contractors, or other interested persons to file grievances or complaints about its programs and activities. The procedures outlined below are to be used by any person or party which takes issue with policies and procedures utilized in the operation and administration of WIOA programs by Foothills Region; or any other agency or person who is paid to provide services to applicants or participants of WIOA programs operated or administered by or through the Foothills Region Local Area. Complaints may also be filed by persons taking issue with actions taken or decisions made by the Foothills Region Job Training Consortium, or any other agency or person who is paid to provide services to applicants or participants of WIOA programs operated or administered by or through the Foothills Region Local Area. This includes complaints arising from investigations, audits, or monitoring reports of individuals or agencies who provide services to applicants or participants of WIOA programs through employment, or contractual relationship, with the Foothills Region. These procedures will not be used by individuals, agencies, or groups which allege that illegal discrimination, fraud, or other criminal activity has taken place in the provision of WIOA services. Such allegations of criminal activity will utilize other grievance and complaint procedures established in the non-discrimination complaint procedures. When grievances stem from an alleged act that also violates a federal statute other than WIOA or a state or local law, the individual or agency may, with respect to the non-WIOA cause of action, institute a civil action or pursue other remedies authorized under other federal, state, or local law without first exhausting the remedies under WIOA.

1. FILING DEADLINE: Non-criminal program complaints as described in this section of this document must be filed within one year of the alleged occurrence. Complaints arising at the local level (Foothills Region) must be filed at the local level using local procedures before being forwarded to the State of North Carolina for review.
2. COMPLAINT PROCEDURES:
3. All complaints must be signed by the complainant or authorized representative and filed in writing with the Equal Opportunity (EO) Officer of the administrative entity for Foothills Region's WIOA programs (Laura Lynch).
4. The full name, address, and telephone number of the person, agency, or group who is filing the complaint.
5. The full name and address of the person or agency against whom the complaint is made.
6. A clear and concise statement of the nature of the complaint, including the specific act or acts which are thought to be a violation.
7. The provisions of the Act, regulations, grant or other agreement believed to have been violated (to the extent this is applicable and can be determined); and
8. Other information that will help explain and resolve the complaint.
9. The person or group filing the complaint will be provided a dated receipt acknowledging delivery of the complaint to the EO Officer of the Foothills Region Workforce Development Consortium. The date of filing will be the date the complaint is received by the EO Officer.
10. The EO Officer will work with the complainant throughout the complaint process to insure an understanding of the procedures to be followed and to assist in preparation of the complaint, if necessary. The EO Officer may, at the option of the complainant, serve as an intermediary between the complainant and the person, agency or group against whom the complaint is filed.
11. HEARING PROCEDURES: The Executive Committee of the Foothills Region Workforce Development Board serves as the WIOA Grievance Committee for the Local Area. No later than thirty (30) days following the date the complaint is filed, this committee shall conduct a hearing of the complaint.
12. All parties involved in the complaint will be given reasonable notice of the hearing by registered or certified mail, or by hand delivery supported by a signed receipt. This notice shall specify:
13. The date, time, and place of the hearing;
14. The authority and jurisdiction under which the hearing is to be held;
15. The particular section of the Act, regulation, grant or other agreements under the Act involved in the complaint (to the extent this is applicable and can be determined);
16. The specific charges contained in the complaint;
17. The right of both parties involved in the complaint to be represented by legal counsel or other individuals of their choosing;
18. The right of each party to present evidence, both written and through witnesses;
19. The right of each party to cross examination; and
20. The right of each party to a decision by an impartial party who has not been directly involved in the events from which the complaint arose.
21. The hearing will be tape recorded. The EO Officer named above shall maintain complete records and documentation of all aspects of the contested case, including minutes of testimony, data submitted, findings, appeals, and final decisions. Copies of such records and documentation shall be provided to either party upon submission of a written request to the EO Officer.
22. A written decision made strictly on the recorded evidence will be rendered by the Grievance Committee, as defined above, and provided to both parties within sixty days of the date the complaint was initially filed.
23. APPEAL PROCEDURES: If a complainant receives an unsatisfactory decision or does not receive a decision at the local level within 60 days of the filing of the complaint, the complainant has a right to request a review of the complaint by the North Carolina Division of Workforce Solutions. Requests for such review shall be submitted to:

Mose Dorsey

NC Division of Workforce Solutions

4316 Mail Service Center

Raleigh, North Carolina 27699-4316

1. Such request must be filed with 10 days of receipt of the adverse decision, or, in the event the complainant has not received a written decision within the 60 day time frame stated in item I.D.3 above, within 75 days of the date the complaint was filed with the Foothills Region Local Area.
2. The Division of Workforce Solutions will conduct a review of the complaint and issue a decision within 30 days from the date of receiving the review request.
3. With the exception of complaints alleging violations of labor standards, the Division of Workforce Solutions decision is final unless the Secretary, United States Department of Labor, exercises the authority for Federal-level review.
4. Should the Division of Workforce Solutions fail to provide a decision as specified above, the complainant may request a determination from the Secretary, United States Department of Labor, as to whether reasonable cause exists to believe that the WIOA or its regulations have been violated. This request must be submitted in writing no later than 45 days following the date the Division of Workforce Solutions received the request to review the complaint. This request must contain the following information:
5. The full name, address, and telephone number of the complainant;
6. The full name and address of the person against whom the complaint is made, if applicable;
7. A clear and concise statement of the acts considered to be a violation including the date filed with the Division of Workforce Solutions and the date on which the decision should have been issued and an attestation that no decision was issued;
8. The provisions of the Act, regulations, grant, or other agreement under the Act believed to have been violated; and,
9. Other information that will help explain and resolve the complaint such as information concerning remedies and sanctions sought outside the Act.
10. The Secretary, United States Department of Labor, shall act within 90 days of the receipt of the request for a determination.
11. Where appropriate, the Secretary, United States Department of Labor, will direct the Division of Workforce Solutions to take further action pursuant to State and local procedures. The Division of Workforce Solutions has 60 days to comply with the Secretary's directive(s).
12. NOTIFICATION PROCEDURES: Foothills Region will inform other employers, including private-for-profit employers, of these procedures and insure that these employers have a grievance procedure relating to the terms and conditions of employment which is available to participants of WIOA-funded activities whom they employ. Similar notice will be provided to organizations which operate WIOA activities under contractual agreement with Foothills Region. Employers and contractors may utilize their own grievance procedure or they may utilize the grievance system established and described in this document. Employers and contractors shall inform participants of the grievance procedures they are to follow when the participant begins work or training. If the employer chooses to utilize its own grievance procedures in lieu of those described in this document, complainants may request a review of an employer's decision regarding their complaint by the administrative entity for Foothills Region's WIOA activities and the Division of Workforce Solutions, if necessary. The employer’s grievance system shall make provisions for such review.
13. For Complaints that pertain to conditions of employment and the provision of working conditions for WIOA participants which are the same as those provided to similarly employed workers, complainants will follow the same procedures as other non-criminal program complaints, as set forth above, except that they may be submitted by either party to the Secretary, United States Department of Labor, when all state and local grievance procedures have been exhausted. In addition, a person alleging a violation as an alternative to utilizing the state and local procedures established above, may submit the grievance to a binding arbitration procedure if there is in place a collective bargaining agreement covering the parties to the grievance and if this collective bargaining agreement provides for binding arbitration of grievances. If the complainant chooses to have his/her grievance alleging a violation reviewed under binding arbitration provisions:
14. Binding arbitration must be chosen prior to, and in lieu of, the initiation of the complaint under other grievance procedures established above, and;
15. Binding arbitration may not be chosen for a complaint that was, or is currently, subject to any other grievance procedures established under the Job Training Partnership Act.

**Appendix E**— **Expected One-Stop Operator Duties**

The Operator’s role is to coordinate activities throughout the NC Works Career Center system in accordance with the MOU, following guidance provided by the FOOTHILLS WDB. Additionally, the Operator is responsible for ensuring that the service delivery system at the Center and affiliate sites fully integrate the service protocols, and quality standards that conform to the FOOTHILLS WDB’s strategic c plan and related policies. The Operator shall utilize an integrated resource team consisting of the required NCWorks partners as the primary structure within which any operational issues that are identified, can be resolved or referred for resolution.

The operator shall support the FOOTHILLS WDB structure for design and implementation of customer services. Specifically, the Operator’s roles and responsibilities include but are not limited to the following:

* Coordination of the service delivery of the mandatory NC Works partners and other service providers at a comprehensive Center to include managing partners responsibilities as defined in the MOU;
* Managing the daily operation of the One-Stop building to include the hours of operation, coordinating and scheduling facilities usage such as, but not limited to classrooms (if applicable), work areas, resource center, and conference rooms;
* Establishing a Center management team including the Operator, the FOOTHILLS WDB, and Center partners for the purpose of discussing and addressing tactical and strategic issues related to the Center Operations;
* Coordinating the provision of professional development and staff training for Center Partners in order to improve operations and deliver higher value to job seekers and business customers;
* Establishing a single point of entry for job seekers and coordination a triage system for Center customers that best directs them to the most appropriate services offered by Center Partners;
* Facilitate training sessions among Center partners where each partner’s programs and detailed procedures will be made known to all of the other partners;
* Maintain policies on broad operational guidelines that will outline the responsibilities and objectives of each of the Center partners while providing excellent customer service;
* Increasing customer satisfaction by developing flows and processes that are driven by feedback from both businesses and job seeker customers as well as community-based organizations whose clients are referred to the Centers;
* Coordination of the timely and efficient handling of incoming telephone calls by staff who are knowledgeable of the basic available services and the current availability of staff;
* Enforcing policies of the FOOTHILLS WDB;
* Collaboration with the FOOTHILLS WDB on oversight of the Centers;
* Reporting Center activities to the appropriate State, partner organizations as requested, and the FOOTHILLS WDB
* Collaboration with the FOOTHILLS WDB for particular outreach efforts with specific industry sectors, job fairs, and career pathway efforts;
* Facilitate problem solving and continuous improvement activities for the Centers as well as establishing a process for on-going quality improvement in the Center operations;
* Foster partnerships within the Center to function as a multi-agency team and promoting and participation in collective accountability that recognizes system outcomes, in addition to an individual partner’s program outcomes;
* Collaborate with the Center partners to bring and integrate additional and complementary services to the Center;
* Resolve conflicts among partners in alignment with disputes process and responding to complaints of Center customers in accordance with FOOTHILLS WDB policies
* Develop cross-referral protocols in partnership with Center partners and community service providers;
* Arrange for and coordinate the staffing of a resource area for use by the public;
* Coordinate the delivery of workshops, conducted by partner staff that will enable Center customers to become job and training ready;
* Coordinate marketing and branding of the Centers;
* Involve Chambers of Commerce and other business associations in providing feedback and advice to improve services and performance results of the Center system;
* Provide access to space for businesses to interview candidates, hold recruiting events, conduct informational meetings, etc.;
* Provide access to employers for in-person opportunities to inform job seekers about available job openings within their organizations;
* Provide access to screened job seekers based on the employer’s skill requirements through the NCWorks Online system;
* Inform Employers of opportunities to post employment availability throughout the public workforce system;
* Assist in the coordination of job fairs offering multiple employers the opportunity to meet or have contact with job seekers;
* Educate businesses about all the services available through the Center system from partner programs through marketing and outreach efforts;
* Work with appropriate entities, included Workforce Development contractor staff, and DWS staff to provide business access to information on a variety of workforce topics, including workforce-related and economic development incentives, unemployment insurance, labor market statistics, and other workforce-relate information;
* Provide business access to information related to various training models available through the Center partners;
* Provide other services and may be deemed appropriated by the FOOTHILLS WDB

**Appendix F—Assurances and Certifications**

***Assurances and Certifications are to be signed by authorized signatory and will be included with the RFP and signed contract where applicable.***

1. That it will fully comply with the requirements of the Workforce Innovation and Opportunity Act (WIOA); all federal regulations issued pursuant to the Act; policies issued through the Division of Workforce Solutions; and local workforce policies of the Foothills Workforce Development Board;
2. That it will designate appropriate job titles for staff who work with WIOA participants and detailed job descriptions will be available for each job title. These job titles will consistently be used with external customers;
3. That it will maintain customer files according to local area policies and guidance;
4. That it will not place participants in WIOA subsidized work experiences which are designed to maintain the employers’ place of business;
5. That it will administer the program in full compliance with safeguards against fraud and abuse as set forth in the law and regulations;
6. 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 WIOA service provider staff at the local NCWORKS Career Center of each county to the greatest extent possible for which it receives a contract and will accept all associated roles and responsibilities; (In-School services may not be applicable to provision in a NCWorks Career Center.)
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 participant;
9. That ineligible applicants will be referred to other appropriate services, including the career services available at the Career Center;
10. That other available financial resources will be utilized prior to using WIOA funds;
11. That all participants employed by the program who are not covered under state workers' compensation laws and all participants enrolled in classroom training shall be provided with adequate on-site medical/accident insurance;
12. That all individuals in subsidized jobs be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills; (In no event shall the rate be less than the applicable Federal, State or local minimum wage law.)
13. That all WIOA customers participating in on-the-job training activities or individuals employed in other activities under the Workforce Innovation & Opportunity Act be compensated at the same rates, including periodic increases and working conditions, as trainees or employees who are similarly situated in similar positions by the same employer and who have similar training, experience, and skills and such rates shall be accordance with applicable law as referenced in the Act at Section 181 (a). In no event shall the wage be less than the applicable State or local minimum wage law;
14. That no participant 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 participants;
15. That no WIOA funds will be used for contributions on behalf of any participant to retirement systems or plans; to impair existing contracts for services for collective bargaining agreements; to assist, promote, or deter union activities; or to displace any currently employed worker;
16. That reports to the Foothills Workforce Development Area will be provided in a timely fashion, as requested;
17. That all required information will be keyed into the MIS system, www.ncworks.gov, in accordance with any State or local Workforce area policy, both in terms of content and timeframe expectations;
18. That eligibility verification will be completed and documented in accordance with federal and state policy;
19. That participant loans will not be made from WIOA funds;
20. That total project costs will not exceed the amount of funds allocated in the WIOA contract or subsequent amendments;
21. That it will coordinate training site visits by the Workforce Development Area staff and Workforce Development Board members on request and will fully cooperate with monitoring reviews and other site visits by any representative of the Workforce Innovation and Opportunity Act (WIOA);
22. That employees paid from WIOA funds will not participate in sectarian religious activities in the execution of their job duties;
23. That WIOA funded staff will abstain from displaying partisan political literature in work environments and that it will comply with other provisions of the Hatch Act, which limits political activity of employees paid from government funds, including WIOA;
24. That it will, in carrying out the contract, refrain from activities involving either actual or the appearance of conflict of interest (NC-GS-234);
25. That it will adhere to the North Carolina records retention policy and all WIOA financial and programmatic records will be maintained for a minimum of five years;
26. That it will have an annual single audit performed in accordance with current federal regulations and that upon receipt of completed audit, contractor will submit a copy to the Workforce Development Area within thirty days unless a longer period is agreed to;
27. That it will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352);
28. That it will comply with the nepotism provisions as they relate to federally funded programs;
29. That it will comply with the Immigration Reform and Control Act of 1986 by ensuring that an I-9 form will be completed for each WIOA funded employee(s) and each participant receiving WIOA funded wages;
30. 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;
31. That the organization is not debarred, suspended, proposed for debarment, or declared ineligible from participation in this project;
32. That it does not use federal funds for lobbying purposes (29 CFR Part 93). If lobbying has occurred utilizing other than federal funds, the contractor agrees to file a disclosure report, if applicable;
33. For grants, contracts, and subcontracts in excess of $100,000, or where the Division of Workforce Solutions has determined that orders under an indefinite quantity agreement in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 USC 1319 (c)) and is listed by the Environmental of the proposed grant is on the EPA List of Violating Facilities; and (2) prior to award, it will notify the Division of the receipt of any communication from the Director of Federal Activities, USEPA, indicating that a facility to be used for a contract is under consideration to be listed.
34. That no funds described will be used to develop or implement education curricula for school systems in the state;
35. That no WIOA Funding will be used for sectarian activities;
36. That no WIOA funds will be used to encourage or induce the relocation of a business as referenced in Section 181 (D)(1);
37. 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 has passed as referenced in Section 181(D)(2);
38. That no WIOA funds will be used for employment generating activities, economic development activities and similar activities that are not directly related to training for eligible individuals as referenced in Section 181(e);
39. That no WIOA funds will be used for foreign travel as referenced in Section 181(e);
40. That no WIOA funds will be used to duplicate services available in the area;
41. That participants will not be charged fees for placements or referrals as referenced in Section 195(5);
42. That no WIOA financial assistance will be provided to any program that involves political activities as referenced in Section 195 and the contractor agrees to comply with the provisions of the Hatch Act;
43. That all WIOA participants and WIOA funded staff are aware of grievance procedures.
44. That at least 75% of WIOA youth funds will be expended for enrolling and serving out of school youth and at least 20% of WIOA youth funds will be expended on work based learning activities for both out school and in school youth.
45. E-VERIFY. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

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Organization (proposer)

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Authorized Representative Signature

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Printed Representative Name and Title

**STATEMENT OF COMPLIANCE**

I hereby certify:

1. That the proposer is duly approved to submit this application requesting funding under the WIOA.
2. That the proposer does hereby agree to execute all work related to this application in accordance with the WIOA grant, the NC Division of Workforce Solution policies, FOOTHILLS WDB policies and guidelines, and other administrative requirements issued by the Governor of North Carolina.  The vendor shall notify the FOOTHILLS WDB within 30 calendar days after issuance of any amended directives if it cannot so comply with the amendments; and
3. That the proposer will ensure special efforts to prevent fraud and other program abuses, such as but not limited to, deceitful practices, intentional misconduct, willful misrepresentation and improper conduct which may or may not be fraudulent in nature; and
4. That the contents of the application are truthful and accurate and the above named vendor agrees to comply with the policies stated in this application; and
5. That this application represents a firm request subject only to mutually agreeable negotiations; and
6. That the proposer is in agreement that the FOOTHILLS WDB reserves the right to accept or reject any proposal for funding; and
7. That the proposer has not been debarred or suspended from receiving federal grants, contracts, or assistance; and that if awarded a contract for the service, assures that no sub-contracts, grants or assistance will be made, or permitted to any debarred or suspended organization as provided under Executive Order 12549.

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Organization (proposer)

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Authorized Representative Signature

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Typed Name/Title

## CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

Lower Tier Covered Transactions

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

(BEFORE COMPLETING THE CERTIFICATION, READ THE ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

* 1. The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  2. Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Organization (proposer)

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Authorized Representative Signature

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Printed Representative Name and Title

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

1. The grantee certifies that it will or will continue to provide a drug-free workplace by the following:
   1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   2. Establishing an ongoing drug-free awareness program to inform employees about
      1. The dangers of drug abuse in the workplace;
      2. The grantee’s policy of maintaining a drug-free workplace;
      3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will - -
      1. Abide by the terms of the statement; and
      2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   5. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
   6. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted - -
      1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
      2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
   7. Making a good faith effort to continue to maintain a drug-free workplace through

implementation of paragraphs (a), (b), (c), (d), (e), and (f).

1. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place(s) of Performance (street address, city, county, state, zip code):

Check [ ] if there are workplaces on file that are not identified here.

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Organization (proposer)

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Authorized Representative Signature

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Printed Representative Name and Title

**INSTRUCTIONS FOR CERTIFICATION-LOWER TIER TRANSACTIONS**

* By signing and submitting this proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
* The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into.  If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
* The prospective recipient of federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
* The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.  You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
* The prospective recipient of federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
* The prospective recipient of federal assistance funds further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
* A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.  A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the List of parties Excluded from Procurement or Non-procurement Programs.
* Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this clause.  The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
* Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other

remedies available to the federal government, the DOL may pursue available remedies, including suspension and/or debarment.

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Organization (proposer) Authorized Representative Signature

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Printed Representative Name and Title

**Equal Opportunity and Nondiscrimination**

During the performance of this contract, the contractor agrees as follow:

The contractor will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act (WIOA); including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Americans with Disabilities Act of 1990; as amended; the Age of Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 34. The United States has the right to seek judicial enforcement of this assurance.

The contractor will not discriminate against any employee or applicant for employment, or program applicant/participant because of race, color, age, religion, sex, disability, national origin or political affiliation or belief. The contractor will take affirmative action to ensure that applicants are employed/selected and that participants and employees are treated during their period of employment/participation without regard to their race, color, age, religion, sex, disability, national origin, political affiliation or belief. Such action must include, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the non-discrimination clause.

The contractor will, in all solicitations or advertisements for employees or participants placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, disability, national origin, political affiliation or belief.

The contractor will permit access to any contract-related books, records and accounts by the contracting agency, the State and the US Secretary of Labor for purposes of investigation to ascertain compliance with applicable rules, regulations and orders.

In the event of the contractor’s non-compliance with the non-discrimination clauses of this contract with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts and such other sanctions may be imposed and remedies invoked as provided by rules, regulations and orders of the Secretary of Labor, or as otherwise provided by law.

*The WIOA contractor shall designate its Equal Opportunity compliance staff person.*

Organization (proposer) Authorized Representative Signature

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Printed Representative Name and Title