

**Chautauqua County
Workforce Development Board / WIB Inc. dba
Chautauqua Works**

**REQUEST FOR PROPOSALS (RFP)
For
WIOA TITLE I SERVICES & SYSTEM OPERATOR OF
THE CHAUTAUQUA COUNTY ONE-STOP SYSTEM**

**For the Period of
July 1, 2025 through June 30, 2026 with an option to
renew the contract for three years**

**ISSUE DATE: March 17, 2025
Mandatory Bidder's Conference: March 26, 2025
Bidder's Conference RSVP: March 21, 2025
Question & Answer Period Ends: March 27, 2025
RESPONSE DEADLINE: April 14, 2025 (Postmarked)**

**For a complete RFP Package contact
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OR e-mail: kgeise@chautauquaworks.com**

EXECUTIVE SUMMARY

The Chautauqua County Workforce Development Board (WDB)/WIB Inc. dba Chautauqua Works (WIB/WDB) is requesting proposals to operate Workforce Innovation and Opportunity Act (WIOA) Title I services managing two comprehensive One-Stop Career Centers (Operator) and/or serve as the One-Stop System Operator (OSSO) effective **July 1, 2025 to June 30, 2026**, with the option to extend the contract, based on performance and funding availability.

Currently, the WIB/WDB contracts with Career Systems Development Corporation as both the Operator and OSSO, who has trained staff who regularly meet federal performance measures and compliance requirements, possess an established relationship with local businesses and workforce partners, and has demonstrated a commitment to developing the workforce of Chautauqua County. The WIB/WDB maintains all leases, information technology (IT), and vendor payments, allowing the Operator to focus on service delivery and innovation. The Operator will have the freedom to structure and manage, as they deem appropriate, with the goal of the Operator to be effective and an employer of choice.

The WIB/WDB is interested in entities willing to participate in additional grants and contracts to provide expanded workforce services to Chautauqua businesses and job seekers. WIB Inc dba Chautauqua Works, also known as the WIB/WDB, which is a 501(c)(3) organization, has and will continue to work to obtain and/or support grants for the Operator and partners to provide innovative services to prepare our workforce.

A bidder's proposal may include any individual, combination of, or all services identified in the RFP.

RFP PROCUREMENT SCHEDULE [dates are subject to change]

RFP Issue Date	March 17, 2025
<u>Mandatory Bidder's Conference</u>	March 26, 2025 Via Zoom, 1:00 pm – 2:30 pm
Must RSVP for Bidder's Conference by	March 21, 2025 to jcheney@chautauquaworks.com
Questions & Answer Period Ends	March 27, 2025
RFP Due Date	April 14, 2025 (postmarked and electronic copy e-mailed)
Target Contract Start Date	July 1, 2025

AVAILABLE FUNDS and TYPE OF CONTRACT – There is an estimated amount of available funds between **\$370,000 and \$750,000**, however the budget may increase or decrease at any point due to the WIB/WDB applying for various grants and funding opportunities, as well as the New York State Department of Labor (NYSDOL) awarding additional funding or decreasing funding. The **estimated** budget amount for **July 1, 2025 through June 30, 2026 is \$550,000** (based on WIB/WDB's projected budget for Fiscal Year Ending **June 30, 2026**; actual budget information was not available at the time of RFP release) for Title I Services (Operator) and One Stop System Operator (OSSO) of the one-stop system to cover salary/fringe, basic operations, staff development, administrative and/or profit (if profit is part of award, it must be negotiated as a separate element of the price, in accordance with 2 Code of Federal Regulations (CFR) §200.324(b)).

The contract will be a cost-reimbursement based contract. Contractor(s) will submit monthly invoices for expenditures. The *estimated* funding breakdown by service is as follows:

- One-Stop System Operator (OSSO) - \$1,000;
- One-Stop Adult Services Operator - \$187,000;
- One-Stop Dislocated Worker (DW) Services Operator - \$198,000; and
- One-Stop Youth Services Operator - \$164,000.

ELIGIBLE RESPONDENTS/CONTRACTOR COMPETENCY – Private and public, for-profit and not-for-profit agencies, community-based organizations (CBO’s), faith-based organizations, or other entities are eligible to respond to this RFP and compete for WIB/WDB funding. Bidders may be made up of a consortium. If a consortium will be used to deliver services, such consortiums must have all consortium agreements in place prior to submission of the proposal. As per 20 CFR § 662.410, consortiums designated as Operator must include at least three or more of the required One-Stop partners identified at § 662.200. Please see 20 CFR § 678.605 for WIOA specific guidance.

CONTRACT PERIOD – Contracts negotiated as a result of this request may commence on **July 1, 2025 and end on June 30, 2026**. Three additional one-year contract extensions past **June 30, 2026**, may be considered, depending on satisfactory annual performance of contract conditions, funding availability, and at the discretion of the WIB/WDB.

PROPOSAL EVALUATION CRITERIA - The following criteria will be used to evaluate all proposals:

- A. Proposed program design and approach to operate each component: **50 points**
- B. Proposed approach to implement the identified priorities for each component: **30 points**
- C. Budget and fiscal integrity: **20 points**
- D. Board Consideration: **10 points**

The proposals that are most advantageous to the WIB/WDB in terms of both quality and cost will be recommended for contract negotiations. Proposals must include a plan to deliver services to customers and to coordinate and integrate the service delivery of required One-Stop Partners and Service Providers. The investment the One-Stop System (OSSO) and/or Services Operator (Operator) will make in delivering these services should also be specified. The One-Stop System (OSSO) and/or Services Operator (Operator) has the responsibility to perform within all federal and state laws and regulations.

TABLE OF CONTENTS

	Page
I. Background.....	5-8
II. Scope of Services	8-15
III. Performance Objectives	16
IV. System Parameters	17-18
V. General Operator/Contract Responsibilities.....	19
VI. Relationship with the WIB/WDB	19
VII. Bidding Process	20-22
VIII. Legislative Authority	23
IX. Governing Provisions and Limitations	23-25
X. Financial Requirements for Respondents	25-26
XI. Budget and Financial Management	26-29

APPLICATION

Proposal Cover Sheet	30
Proposal	31-32
Budget Summary.....	33
Budget Guidance.....	34
Attachment A - Administrative Management System.....	35
Attachment B - Financial Systems Survey.....	36-37
Attachment C - Certification regarding lobbying; debarment, suspension and other responsibility matters; and drug-free workplace requirements.....	38-46

Please include Latest Audited Financial Statements (if applicable)

I. BACKGROUND

Chautauqua County is a rural county with more than 124,000 residents. The county continues to be in transition with great challenges as well as great assets. The county continues to transition from a large manufacturing base to a more diversified economy. Chautauqua County, for its size and location, is remarkably diversified with a strong agricultural sector, manufacturing, healthcare, and some select services, particularly recreation, travel and tourism. Such diversification positions the County well in these times of economic change, since not all sectors will perform equally at any point in time.

The economic recession has negatively affected the area and created an increased demand for workforce services. Due to the impacts of COVID-19 and some layoffs in the last four years, the system experiences fluctuations in volume and the service delivery model is continuously being developed. In addition to the number of customers and businesses seeking services, diversity and increased length of unemployment will continue to influence One-Stop operations. The One-Stop system operates in a dynamic and rapidly changing environment where the needs of customers and businesses are constantly changing. State and federal mandates, which evolve continuously, must be strictly adhered to. While economic conditions evolve and change, this offers an opportunity for the One-Stop system and its workforce partners to demonstrate their value and substantial impact on the community.

The WIB/WDB has identified the following as high demand sectors:

- **Manufacturing**
- **Healthcare**
- **Travel/Tourism**
- **Trades**

Strategic skills the WIB/WDB has prioritized for development include:

- **Entrepreneurial**
- **Customer Service**
- **Work Ethic**
- **Basic Literacy (Math & Reading)**
- **Computer Skills**

Strategic initiatives include:

1. **Developing workplace basic skills**
2. **Building positive relationships with K-14 education to integrate school-to-work learning**
3. **Facilitating employer consortiums**
4. **Functional Alignment with NYSDOL – Employment Services**

% of Employment by Industry			
(2024 Econ. Data)	Chaut.	NYS	US
Manufacturing	16.5%	3.9%	8.1%
Health and Non-Public Education	16.1%	23.7%	16.8%
Leisure and Hospitality	11.5%	9.6%	10.6%
Trade	16.5%	15.0%	18.3%
Government including All Public Education	20.8%	15.0%	14.8%
Construction	3.6%	3.9%	5.6%
Information	1.0%	2.7%	1.9%
Professional & Technical Services	6.5%	14.2%	14.3%
Finance & Insurance	2.4%	7.6%	5.8%
Other Services	5.2%	4.0%	3.8%

*percentages are 2024 annual averages and may not add up to 100% due to rounding.

The WIB/WDB seeks a strategic partner to work on developing the workforce to meet the changing economic trends. The Chautauqua WIB/WDB would like to highlight several unique circumstances that might interest potential contractors. The benefit to a potential Operator and/or OSSO is noted for each circumstance.

1. Offers a “turnkey” operation:

The benefits include an easy transition and low start-up cost; knowledge base already exists to support entities that are new to WIOA.

- The WIB/WDB maintains the facilities, IT, and vendor payment components of the One-Stop operations, allowing the Operator freedom to “walk in” and begin to provide services.
- Current staff may be available to continue delivering basic services. The WIB/WDB respects any organization’s right to hire, manage, and evaluate staff based on their own criteria. Current staff possesses knowledge and experience in WIOA services beyond a “new hire” level.

2. Meeting federal Primary Indicators of Performance:

The benefits include demonstrated ability of staff to work with customers to find and retain employment, as well as to work with customers to upgrade skills necessary for the workforce.

- The WIOA Primary Indicators of Performance have been achieved by the current contractor. Workforce Development System Technical Advisory #18-6.3 describes the Primary Indicators of Performance, while Training and Employment Guidance Letter (TEGL) 10-16, Change 3 describes the WIOA Performance Accountability Guidance.
- In the past, Chautauqua WIB/WDB has qualified for additional supplemental funds, when available, that were released by NYSDOL based on the local area meeting performance targets.

3. Strong community partners:

The benefit to the Operator and/or OSSO is that they are not alone in developing the workforce.

- Diverse partners in the community who are committed to working together to support the economic development goals of the county.
- NYSDOL is co-located in the One-Stop Career Centers and offers a positive opportunity to work together on labor exchange efforts. Other partners are listed in this notice. The list is long and may seem overwhelming, but the reality is that the Chautauqua WIB/WDB’s partners offer more hands to get the job done and decrease duplication of services.
- Partners are willing to participate in special initiatives, job fairs, Rapid Response, the business services team, and general system development when asked. A small, rural county offers a unique sense of loyalty to the community that can be illustrated by the positive willingness of the partners to jump in and contribute.

4. Positive relationship with local businesses:

The benefit is that there is an existing network that facilitates labor exchange, matching job seekers with employment with a positive impact on performance.

- Market penetration of businesses served is considerable but can always be improved upon, benefiting the entire One-Stop system.

- Strong Business Services efforts consisting of partner staff that have business interface. Staff engaged in Business Services share information and collaborate on projects.

5. Opportunity to participate in additional workforce development grants:

The benefit is the opportunity to leverage the WIOA Title I contract into larger financial opportunities.

- The WIB/WDB is actively seeking federal, state, and foundation grants to meet the workforce development needs of the region under its 501(c)(3) status. The WIB/WDB would and has entertained taking the lead in grants, as appropriate, and partnering with local providers and the contracted Operator.
- Historically, the following grants have been obtained by Chautauqua WIB/WDB: Temporary Assistance to Needy Families (TANF) Healthcare Training, NYS Manufacturing Competitiveness; NYS High Tech skills training; Community Development Block Grant (CDBG) Youth Funding, TANF Summer Youth Employment; NYS Human Capital Competitiveness; Entrepreneurial Services, 21st Century Learning Grant, NYS Office of Temporary and Disability Assistance (OTDA) Wage Subsidy Grant and LIVES II (Local Interagency VESID Employment Services) Grant, 13N Buffalo/Niagara/Chautauqua, 13N Southern Tier, Northern Chautauqua Community Foundation, RFP 07-P Internship Grant, E-NET Incentive, Chautauqua Opportunities Inc. (COI) After School Grant and Fatherhood Grant, Gebbie Foundation, SUNY Fredonia Incubator, Sheldon Foundation, Chautauqua Region Community Foundation, CDBG, Chautauqua County Department of Mental Hygiene and Social Services (DMHSS) Employment Services, YWCA Advantage Afterschool Grant, Department of Transportation (DOT) Mobility Management, Chautauqua County Office of Probation, Social Security Administration Ticket to Work, Adult Career and Continuing Education Services-Vocational Rehabilitation (ACCES-VR), Empire State Poverty Reduction Initiative, Trade and Economic Transition National Dislocated Worker Grant, Research Foundation for Mental Hygiene, American Rescue Plan Act of 2021 (ARPA), Empire State Development, and Ralph C. Wilson Jr Foundation.

WIOA is a very complex and challenging program but offers an exciting chance to make a difference in a small, rural county in terms of economic development and workforce development. The WIB/WDB has learned much from working with the State and recent Operators. The WIB/WDB strives to simplify the process of managing the One-Stop Career Center while working on continuous improvement of services in a dynamic, economic environment.

It is the hope of the WIB/WDB that this RFP reflects its commitment to supporting the Operator and OSSO of the local workforce system to be successful in its challenge to meet regulatory requirements while providing customer-friendly services to local businesses and job seekers. The WIB/WDB is also open to work with the successful bidder in any way needed to ensure smooth and manageable transitions as necessary.

The WIB/WDB welcomes any interested party to submit questions via any of the following methods. Questions will be accepted until March 27, 2025. All questions and answers will be posted for the public at the following website: www.chautauquaworks.com

- ✓ E-mail at kgeise@chautauquaworks.com
- ✓ Phone at 716-661-9324

The WIB/WDB requests that proposals be concise and straightforward. A simplified application is attached to this RFP as a Word document. Evaluation is made based on proposals. The WIB/WDB may invite bidders to present their plans in person and/or choose to visit the bidders' operations if necessary in completing the selection process.

Profile of Chautauqua WIB/WDB WIOA

WIOA ESTIMATE ALLOCATIONS

Title I 2025 Adult Estimated Allocation	\$187,000
Title I 2025 Dislocated Worker (DW) Estimated Allocation	\$198,000
Title I 2025 Youth Estimated Allocation	\$164,000

CUSTOMERS

Number of visits to Resource Room annually:	12,000
Number of WIOA customers (Adult and DW) active in Program Year (PY)23:	1,332
Number of WIOA customers (Adult and DW) active in PY24 (as of 2/21/25):	958
Number of WIOA Youth active in PY23:	48
Number of WIOA Youth active in PY24 as of 2/21/25:	34

BUSINESSES

Chautauqua County Labor Force:	56,600
Employed:	54,600
Unemployed:	2,000
Estimated Number of Chautauqua Businesses:	2,700

II. SCOPE OF SERVICES

The One-Stop Career Centers do business under the name of Chautauqua Works. A bidder may submit a proposal including any individual, combination of, or all services identified in the RFP. There are four principal areas that the WIB/WDB looks towards the Operator and/or OSSO to contribute:

1. Coordination of One-Stop Partners and Service Providers (One-Stop System Operator)

The One-Stop System Operator (OSSO) must coordinate the service delivery of required One-Stop partners and service providers. The OSSO should convene One-Stop partners and service providers a minimum of once per PY. The OSSO may develop an information sharing mechanism and calendar to ensure that coordination is effective, informed, and efficient.

2. Workforce Development for Job Seekers (One-Stop Adult and/or DW Services Operator)

In PY23, approximately 8,000 unique customers utilized the services of the One-Stop Career Centers, visiting the two Chautauqua County Career Centers more than 12,000 times. The One-Stop Services Operator (Operator) takes the lead in providing workforce development services to those customers, in partnership with NYSDOL and other partners and service providers. The current Operator has successfully participated in the process of functional alignment with NYSDOL and it is expected these efforts will continue to be developed so that the system can serve customers in an effective and timely manner. Chautauqua WIB/WDB is rich in partners who are co-located in the One-Stop Career Centers, providing a diverse array of services in an integrated service delivery model. The WIB/WDB is seeking leadership and coordination in the One-Stop Career Centers to work with the job seekers and partners to facilitate an effective match with available jobs and work readiness resources and services.

In addition to providing leadership in the One-Stop Career Centers and coordination of the service delivery of required partners and service providers, the Operator directly provides Title I services

including basic career services, individualized career services, follow-up services and referral to training services to Adults, DWs, and Youth. Services may include assessment, workshop delivery, upgrading of basic skills, case management, career guidance, direct linkages and referrals to partners and service providers, and other services as deemed appropriate.

Equally important is a focus on working with customers to retain their employment through **follow-up services.**

In addition to WIOA Title I services, the Operator administers the local **Trade Readjustment Assistance** programs including participation in Rapid Response activities around plant closures or lay-offs and may be asked to be involved in administering other NYSDOL programs as determined by NYSDOL.

The WIB/WDB is seeking a partner to effectively provide services focusing on customer service, as well as innovatively responding to changing customer needs and fast-changing state and federal regulations and guidance. A One-Stop Services Operator will be expected to **positively engage** a diverse customer base and respond to challenging business climate changes. The service delivery system will include both traditional and alternate venues. The WIB/WDB seeks to enhance the workforce system's ability to provide services in the virtual market and other electronic venues and social media.

3. Business Services (One-Stop Adult and/or Dislocated Worker Services Operator)

The WIB/WDB has worked with its partners for more than twenty years to form a good working relationship with local businesses. The WIB/WDB has considerable market penetration for business customers, clearly indicating that businesses are looking to Chautauqua Works to assist with recruiting and hiring; however, we are always striving for continuous improvement.

The WIB/WDB has business services strategies that focus on business outreach, talent pipeline development, providing subsidized employment programs and grant opportunity information, job fairs, business seminars, and recruitment services and assistance. The Operator works as a partner in business services efforts. The Operator has historically utilized staff to facilitate job placements of WIOA-enrolled customers, issue and manage On-the-Job Training (OJT) contracts, and establish a presence with businesses.

4. Youth Services (One-Stop Youth Services Operator)

The WIB/WDB has identified Out-of-School Youth* (OSY) as the priority. WIOA requires that 75% of Youth funding be utilized for OSY services. The Chautauqua WIB/WDB has made a commitment to utilize 100% of its Youth funding to serve OSY. As the emerging workforce of the future, the WIB/WDB has placed special focus on seeking innovative programs to prepare Youth who have dropped out of school, have been unable to maintain employment, or who need additional training and assistance to overcome barriers to work readiness.

*20 CFR §681.210 defines OSY as “any individual who is: (a) Not attending any school (as defined under State law); (b) Not younger than age 16 or older than age 24 at time of enrollment. Because age eligibility is based on age at enrollment, participants may continue to receive services beyond the age of 24 once they are enrolled in the program; and (c) One or more of the following: (1) A school dropout; (2) A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter. School year calendar quarter is based on how a local school district defines its school year quarters. In cases where schools do not use quarters, local programs must use calendar year quarters; (3) A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either basic skills deficient or an English language learner; (4) An offender; (5) A

homeless individual aged 16 to 24 who meets the criteria defined in sec.41403(6), a homeless child or youth aged 16 to 24 who meets the criteria defined in sec. 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)) or a runaway; (6) An individual in foster care of who has aged out of the foster care system or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under sec. 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement; (7) An individual who is pregnant or parenting; (8) An individual with a disability; or (9) A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.”

Priorities for One-Stop Management during the proposed contracting period:

1. Meet state and federal performance measures
2. Successfully integrate services and implement NYSDOL programs
3. System and Center service delivery management
 - a. Coordinate the service delivery of required one-stop partners and service providers.
Mandated partners include:
 - WIOA Title I
 - WIOA Title II: NYS Department of Education
 - WIOA Title III/Trade Act/Unemployment Compensation/Wagner Peyser: NYSDOL
 - WIOA Title IV: Rehabilitation Act, NYS Commission for the Blind and ACCES-VR
 - Title V of the Older Americans Act: Senior Community Service Employment Program
 - Career and Technical Education (CTE)
 - Community Service Block Grant
 - Housing and Urban Development Employment & Training Programs
 - Second Chance Act of 2007
 - TANF
 - Job Corps
 - Youth Build
 - Migrant and Seasonal Farmworker Programs
 - Native American Programs
 - Jobs for Veterans State Grants programs authorized under chapter 41 of title 38, U.S.C.
 - b. Regularly communicate customer updates, issues, and opportunities with WIB/WDB and partners.
 - c. Demonstrate continuous improvement of work processes.
 - d. Demonstrate continuous improvement of functional alignment / integrated service delivery initiatives.
4. System staff development
 - a. Ensure all system staff (employed at the One-Stop Career Centers and those in the system responsible for representing the system) are trained on products and services of the system.
 - b. Continuously train system staff and interface with the state on One-Stop Operating System (OSOS) issues and changes.
 - c. Develop a productive and positive employee environment.
5. Work with WIB/WDB business services in increasing awareness and utilization of the Chautauqua Works business services.

- a. Increase the number of businesses receiving services from Chautauqua Works as well as the effectiveness of the services provided to businesses.
- b. Target businesses in those sectors that have been determined by the WIB/WDB as strategic.

Detailed Scope of Services

Career Services

In addition to the activities specified by the legislative authorities defined later in this RFP, career services available through the One-Stop Career Center system consist of three types: Basic, Individualized, and Follow-up.

1. Basic Career Services

- ✓ Determinations of whether the individual is eligible to receive assistance from the Adult, DW, or Youth programs;
- ✓ 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, as well as aptitudes, abilities (including skills gaps), and supportive service needs;
- ✓ Labor exchange services including:
 - Job search and placement assistance;
 - Provision of information on in-demand industry sectors and occupations;
 - Provision of information on nontraditional employment;
- ✓ Provision of referrals to and coordination of activities with other programs and services;
- ✓ Provision of employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas;
- ✓ Provision of program performance information and program cost information on eligible providers of education, training, and workforce services;
- ✓ Provision of information about how the local area is performing on local performance accountability measures;
- ✓ Provision of information relating to the availability of supportive services or assistance, and appropriate referrals and direct linkages to those services and assistance;
- ✓ Provision of information and referral to or direct linkages to meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation;
- ✓ Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA; and
- ✓ Serving special populations (i.e., individuals with disabilities, non-English speaking, older workers, youth, etc.) assuring access to One-Stop services.

2. Individualized Career Services

Individualized career services must be made available if determined to be appropriate for an individual to obtain or retain employment. Individualized career services include:

- ✓ Comprehensive and specialized assessments of skill levels and service needs of Adults and DWs, which may include:
 - Diagnostic testing and use of other assessment tools; and

- In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;
- ✓ Development of an Individual Employment Plan;
- ✓ Group or individual career guidance and career planning;
- ✓ Short-term prevocational services to prepare individuals for unsubsidized employment or training;
- ✓ Internships and work experience;
- ✓ Workforce preparation activities;
- ✓ Financial literacy services;
- ✓ Out-of-area job search assistance and relocation assistance; and
- ✓ English language acquisition and integrated education and training programs.

3. Follow-up Services

Follow-up services must be provided, including counseling regarding the workplace, for participants in Adult or DW workforce development activities who are placed in unsubsidized employment, for up to 12 months after the first day of employment.

Business Services

- ✓ Certain career services must be made available to local businesses.
 - Local areas must establish and develop relationships and networks with large and small businesses; and
 - Local areas also must develop, convene, or implement industry or sector partnerships.
- ✓ Customized business services may be provided to businesses, business associations, or other such organizations. These services are tailored for specific businesses and may include:
 - Customized screening and referral of qualified participants in training services;
 - Customized services on employment-related issues;
 - Customized recruitment events, including targeted job fairs; and
 - Customized labor market information.
- ✓ Other business services and strategies may include:
 - Assistance or referral for assistance in the development of a registered apprentice program;
 - Developing and delivering services in career pathways and skills upgrading;
 - Coordination with Rapid Response activities and strategies for aversion of layoffs;
 - The marketing of business services to appropriate area businesses; and
 - Assisting businesses with accessing tax credits.

Youth Services

A Youth participant goal of 60-120 participants (includes new customers [enrolled during the month], served customers [received a service or activity during the month that creates or extends an enrollment], active customers [have an open enrollment during the month], carry-in customers [have an open enrollment during the month and was enrolled in any previous year], and exiters [have gone more than 90 days without receiving a service]). Local Youth programs must make each of the following 14 elements available to Youth participants, per WIOA H. R. 803—85 §129(c)2:

1. Tutoring, study skills training, and instruction that leads to completion of the requirements for a secondary school diploma or its recognized equivalent, or for a recognized postsecondary credential;

2. Alternative secondary school services;
3. Paid and unpaid work experiences that have academic and occupational education as a component of the work experience, which may include the following types of work experience:
 - Summer employment and other employment available throughout the school year;
 - Pre-apprenticeship programs;
 - Internships and job shadowing; and
 - On-the-job training (OJT) opportunities;
4. Occupational skills training;
5. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
6. Leadership development opportunities;
7. Supportive services;
8. Adult mentoring for a duration of at least 12 months;
9. Follow-up services;
10. Comprehensive guidance and counseling, including drug and alcohol abuse counseling, as well as referrals to counseling;
11. Financial literacy education;
12. Entrepreneurial skills training;
13. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area; and
14. Activities that help youth prepare for a transition to postsecondary education and training.

The design framework services of the local youth program must:

- Provide for an objective assessment of each Youth participant and include a review of the academic and occupational skill levels, as well as the service needs and strengths, of each youth for the purpose of identifying appropriate services and career pathways for participants and informing the Individual Service Strategy (ISS);
- Develop, and update as needed, an ISS based on the needs of each Youth participant that is directly linked to one or more indicators of performance, that identifies career pathways that include education and employment goals, that considers career planning and the results of the objective assessment and that prescribes achievement objectives and services for the participant; and
- Provide case management of Youth participants, including follow-up services.

The goals of the Youth program are to support the attainment of a secondary school diploma or a recognized equivalent, entry into postsecondary education, successful obtainment of unsubsidized employment, and career readiness for participants.

In addition to the elements of the system described above, the following are also priorities:

- Remaining current on WIOA changes and state regulations impacting youth through training, state conference attendance, and other means.
- Ongoing involvement in system development including policy, procedures, and gap assessment.
- Delivery of workshops or individual service delivery methods, either through coordination with partners or by the Youth Navigators in the areas of work readiness, work ethic, basic literacy, job search, portfolio development, financial literacy and career options.
- Maintaining knowledge of programs, supportive services, and activities in the community that assist

youth in remaining in school or High School Equivalency (HSE) classes and/or obtaining employment.

ADDITIONAL REQUIREMENTS. — per WIOA H. R. 803—85 §129(c)3 **INFORMATION AND REFERRALS:** Each local board shall ensure that each participant shall be provided

(i) information on the full array of applicable or appropriate services that are available through the local board or other eligible providers or one-stop partners, including those providers or partners receiving funds under this subtitle; and

(ii) referral to appropriate training and educational programs that have the capacity to serve the participant either on a sequential or concurrent basis.

How these elements are to be made available to all youth should be identified. If Memorandum of Agreements for any of the elements will be used, those should be included in the response as attachments.

Further definitions can be found in the Final Rules §681.

- The WIB/WDB has conducted resource mapping of area youth services. Below are the results of the youth services resource mapping:

Name of Organization Providing Youth Services	Type of Agreement	Intake & Eligibility	Objective Assessments	Individual Service Strategy	Tutoring/ Study Skills	Alternative Sec. School	Occupational Skills Training	Work Experience	Edu. Offered Concurrently	Leadership Development	Supportive Services	Adult Mentoring	Comp. Guidance/ Counseling	Financial Literacy	Entrepreneurial Skills	Labor Market Information	Postsecondary prep./transition	Follow-Up
		<i>(Mark "x" for all program elements provided by the organization)</i>																
Career Systems Development at Chautauqua Works	Contract	X	X	X				X	X	X	X		X	X	X	X	X	X
Erie2BOCES	MOA				X	X	X					X						
Chautauqua Opportunities Inc.	MOA											X		X	X		X	
Cassadaga Job Corps Academy	MOA				X	X	X		X	X		X	X				X	X
Jamestown Small Business Development Center	MOA														X			
Chautauqua County Mental Health Association	MOA												X					
Chautauqua County Probation	MOA											X						
Jamestown Community College	MOA				X		X						X				X	

Referrals and Direct Linkages

- ✓ Referrals and direct linkages to mandated partners and service providers for services need a system of documentation, follow-up, and reporting. The Operator is responsible to work with and coordinate partners and service providers to understand their programs and what constitutes an appropriate referral and identify key staff participating in the referral processes. The goal is to refer the right person to the right provider in the correct manner to ensure assistance and follow-up occur maximizing results. The Operator will be responsible for recording and reporting on this data.
- ✓ Customers should also be referred to businesses based on a fit between skills/experience and the businesses' stated qualifications. Businesses should be able to trust that if the One-Stop staff has made a direct referral that the applicants have been screened on stated business qualifications and skills.

Workshops

Workshops should be coordinated with partners and service providers. Workshops are not required to be offered at the One-Stop Career Center locations. NYSDOL has developed workshop curriculum for many topics. These resources and others should be utilized. Workshops should be evaluated on a regular basis to measure effectiveness and the acquisition of knowledge and skills. Creative and responsive programming is desired. Virtual workshops should be developed and made available as well as in-person workshop delivery. Potential topics may include the following.

- Interviewing Skills
- Resume Development and Presentation
- On-line Applications
- Getting and Keeping a Job
- Financial Literacy
- Computer Literacy

Data and Performance Management

The Operator is responsible for the quality control and timely input of customer information into OSOS, including all required fields and comment sections. The OSOS data is used by NYSDOL to monitor the federal and State performance measures. NYSDOL reports are based on OSOS and thus the WIB/WDB's monitoring and evaluation will be based on OSOS data. The importance of accurate and timely data collection and recording in OSOS cannot be stressed enough. Accurate and timely data collection and entry into OSOS are directly linked to all performance indicators and the reporting of the One-Stop Career Centers' hard work, services provided, and outcomes. OSOS data entry will be monitored, and the Operator will be required to make all required corrections. Operator staff will be expected to attend all OSOS related training opportunities and adhere to all OSOS user guides. It is the responsibility of the Operator to ensure that all Operator staff are apprised of current and new OSOS data entry requirements. The Operator must maintain accurate and timely data entry requirements as well as file documentation.

III. PERFORMANCE OBJECTIVES

The following table summarizes the Performance Measures as identified in WIOA and Performance Goals as negotiated for PY24 and PY25. The WIB/WDB expects that the Operator will successfully meet all issued Performance Measure Goals for the contract period.

Performance Measure Indicators

Chautauqua	PY24 Adult Measures		PY24 Dislocated Worker Measures		PY24 Youth Measures
Employment Rate 2nd Qtr After Exit	67.5%		66.5%		62.0%
Employment Rate 4th Qtr After Exit	64.5%		67.5%		62.0%
Median Earnings 2nd Qtr After Exit	\$7,400		\$7,650		\$3,500
Credential Attainment 4th Qtr After Exit	60.0%		55.0%		56.0%
Measurable Skill Gains	61.0%		53.0%		53.0%

Chautauqua	PY25 Adult Measures		PY25 Dislocated Worker Measures		PY25 Youth Measures
Employment Rate 2nd Qtr After Exit	68.0%		67.0%		62.5%
Employment Rate 4th Qtr After Exit	65.0%		68.0%		62.5%
Median Earnings 2nd Qtr After Exit	\$7,500		\$7,750		\$3,600
Credential Attainment 4th Qtr After Exit	60.5%		55.5%		56.5%
Measurable Skill Gains	61.5%		54.0%		53.5%

IV. SYSTEM PARAMETERS

A. Governance

By federal law, Local Workforce Development Boards are required to maintain a **51% representation majority of businesses in the local area**. The WIB/WDB is responsible for the chartering and certifying of One-Stop Career Centers and oversight for all One-Stop System activities.

The WIB/WDB is led by an Executive Committee currently consisting of:

Chair	Paul Stage	Stage Insurance Company
Vice-Chair	Michael Pease	The Chautauqua Center
Treasurer	Michele Jones	Northwest Savings Bank
Secretary	Christine Emmick	SEFPRO

Staff offices are located at 4 East Third Street, Suite 102, Jamestown, NY.

The WIB/WDB is staffed by:

Katie Geise	Executive Director
Cheryl Calhoun	Director of Finance
Jody Cheney	IT/Facilities Director
Krista Leone	Accounting and Business Services Associate

A. One Stop Career Center Locations and Infrastructure

Two comprehensive One-Stop Career Centers are currently operating in Chautauqua County. The WIB/ WDB leases approximately 14,000 sq. feet in downtown Jamestown to house the Jamestown One-Stop Career Center. Approximately 5,500 sq. feet of office space is leased in downtown Dunkirk for the Dunkirk facility. Both One-Stop Career Centers house a resource room with computers, multiple conference rooms, and an open plan to accommodate staff workstations. Other partners located in the Jamestown and Dunkirk One-Stop Career Centers include:

1. NYSDOL
2. Career Systems Development
3. ACCES-VR
4. Fidelis Care
5. Path Stone
6. Office of Temporary and Disability Assistance
7. Erie2BOCES

The WIB/WDB manages a voice-over IP phone system, which connects both offices via fiber connection. Computers are available for all WIOA staff. Staff are directly connected to the state database, OSOS.

The One-Stop Career Centers operate under the business name of Chautauqua Works and are located at:

Jamestown
4 East Third Street, Suite 102
Jamestown, NY 14071
1.877.424.9031

Dunkirk
407 Central Avenue
Dunkirk, NY 14048
1.877.424.9031

B. Available funds

One-Stop System Operator (OSSO) and Services Operator (Operator) – The **estimated** budget amount for **July 1, 2025 through June 30, 2026 is \$550,000**, based on the WIB/WDB's

projected budget for Fiscal Year Ending **June 30, 2026** (actual budget information not available at the time of RFP release) for Title I Services Operator (Operator) and One-Stop System Operator (OSSO) to cover salary/fringe, basic operations (consumables, supplies, communication, insurance, travel, staff development, etc.), administrative and/or profit (if profit is part of award, it must be negotiated as a separate element of the price, in accordance with 2 CFR 200 324(b)). The contract will be a cost-reimbursement based contract. Contractor(s) will submit monthly invoices for expenditures. If an OSSO and/or One-Stop Adult, DW, and/or Youth Services Operator contract(s) is renewed following performance review and WIB/WDB approval, budget is **estimated** to be between **\$370,000 and \$750,000** annually. The budget tends to fluctuate. Contracted amount(s) is based on budget allocations from NYSDOL for the PY of the contract as well as various additional grants and funding opportunities the WIB/WDB applies for. The WIB/WDB approves the contract amount(s). NYSDOL allocations change annually and may increase or decrease at any point. At various times, NYSDOL awards additional funding which may increase contracted amounts. Examples of these funds include, but are not limited to, Supplemental funding, Incentive funding, Stimulus funding, Statewide Response funding, National Emergency Grant funding, Sector Partnership National Emergency Grant funding, Trade and Economic Transition National Dislocated Worker Grant funding, Opioid Recovery Grant funding, etc. In addition to NYSDOL allocations and awards, available funds may increase or decrease, due to other various grants and funding opportunities the WIB/WDB applies for.

Funds are available for Individual Training Accounts (ITAs), OJTs, Customized Training (CT), Supportive Services (SS) and Work Experience (WE). The funds are not included in the above Operator budget amounts. They are funded through the WIB/WDB in addition to the contracted amount(s) and paid directly by the WIB/WDB under the direction of the contracted Operator(s). The following is an example of the last three years' expenditures:

Individual Training Accounts, On-The-Job Training, Customized Training, Supportive Services, Work Experience and Incentive Expenditures

	Expenditures 7/1/22-6/30/23	Expenditures 7/1/23-6/30/24	Expenditures 7/1/24-1/31/25	Obligated for Spring Trainings 7/1/24-1/31/25
Adult	\$ 158,290.46	\$ 193,367.59	\$ 4,313.25	\$ 78,398.94
Dislocated Worker	\$ 21,412.11	\$ 38,828.07	\$ 343.00	\$ 4,700.00
Youth	\$ 74,347.29	\$ 103,119.47	\$ 20,395.27	\$ 31,636.95
ER - NDWG	\$ 43,929.74	\$ -	\$ -	\$ -
Gun Violence Prevention	\$ 60,526.87	\$ 52,225.70	\$ -	\$ -
Statewide Activities Incentive	\$ -	\$ -	\$ 175,728.19	\$ 23,928.81
Trade Act	\$ -	\$ -	\$ -	\$ -
	\$ 358,506.47	\$ 387,540.83	\$ 200,779.71	\$ 138,664.70

The actual amount of contract award(s) will be based on the proposed budgets and negotiated scope of responsibility. All standards for use of public funds will be considered during the proposal review process. For example:

- That all costs must be reasonable and necessary to carry out the planned functions;
- Costs are allowable;
- Funding is allocable to the proper grant/cost categories; and
- The amount of requested funds is available.

The proposals that are most advantageous to the WIB/WDB in terms of both quality and cost will be recommended for contract negotiations.

V. GENERAL OPERATOR/CONTRACTOR RESPONSIBILITIES

1. To coordinate the service delivery of required one-stop partners and service providers across the one-stop system.
2. To recruit potential participants who are likely to be WIOA-eligible participants.
3. To verify that a customer is eligible for services based on regulatory and local policies and guidelines.
4. To provide, at a minimum, monthly services (i.e., assessment, workshops, case management, mentoring, career counseling etc.) to participants which facilitate successful achievement of employment objectives.
5. To continue to functionally align and work with State partners to develop a system where customers are seen in a timely fashion and needs are met effectively.
6. To deliver services that increasingly engage a diverse customer base (ranging from Youth, Adults, DWs, and professionals) using both traditional and alternative means of delivery (i.e., on-site, web-based, etc.).
7. To submit to WIB/WDB, monthly updates on performance, enrollment, and progress on mutually agreed-upon initiatives. Corrective action will be required of programs that do not submit reports and documentation of performance in a timely fashion. A corrective action plan will also be required when performance standards are not met. Contract termination may occur if corrective action does not remedy the situation.
8. To submit monthly vouchers for reimbursement of their services by the 10th of each month. This is a cost reimbursement contract. The final voucher must be received no later than 60 days after the end of the contract.
9. To enter all required information into the OSOS system, including Comments.
10. To address any customer's holistic needs, including barriers to employment (i.e., transportation, childcare, disabilities, etc.) through direct service or appropriate referrals.
11. To provide follow-up services to all customers exited from the program that enhance continued wage increases and employment retention.
12. Contractors must coordinate publicity efforts relating to their WIB/WDB-funded programs, including without limitations, posters, invitations, publications, brochures, news releases, newsletters, etc. All material for release must be coordinated with the WIB/WDB in advance of the intended date of print production.

VI. RELATIONSHIP WITH THE WIB/WDB

The WIB/WDB is responsible for the design and implementation of an integrated workforce development system. The WIB/WDB desires to work in partnership with the contractor(s) to achieve the goals of the system. Dynamic system changes are driven by the federal and/or State government as well as changes in local economic factors. The WIB/WDB desires the contractor to enter into a productive relationship with all partners, which includes regular feedback and input.

VII. BIDDING PROCESS

RESPONSE DEADLINE AND MODIFICATIONS

The response to this RFP must be postmarked by **April 14, 2025**. Faxed proposals are not acceptable. **In addition**, a scanned copy of the complete proposal must be received via e-mail (kgeise@chautauquaworks.com) by the indicated due date. Any proposals postmarked after the date indicated will not be accepted or considered for award. Timely delivery of proposals to the address below is the sole responsibility of the respondents. Do not submit proposals to any Board member. Proposals may be hand delivered or mailed to:

**Kathleen Geise
Executive Director
4 East Third Street, Suite 102
Jamestown, NY 14701
716-661-9324**

A. Proposal Modifications/Amendments

Any modifications or amendments to a proposal must also comply with the requirements in this RFP and the response deadline. Any proposals or amendments delivered/received or postmarked after the deadline will not be considered, and will be deemed late and non-responsive to this RFP and procurement process.

ELIGIBLE RESPONDENTS/CONTRACTOR COMPETENCY

Private and public, for-profit and not-for-profit agencies, community-based organizations (CBOs), faith-based organizations or other entities are eligible to respond to this RFP and compete for WIB/WDB funding. Bidders may be made up of a consortium. WIB/WDB is prohibited from awarding a contract to a party “excluded from Federal procurement or non-procurement programs” by the U.S. General Services Administration. Respondents are responsible for being knowledgeable concerning the statutes, regulations, rules and requirements of WIOA, TANF programs, and Welfare to Work, and must apply them in developing the RFP response. Copies of WIOA and other pertinent statutes and regulations may be found at the United States Department of Labor Employment and Training Administration web page: <https://www.doleta.gov/wioa/>. The WIB/WDB will provide assistance with WIB/WDB documents/procedures necessary to the contractor selected via this RFP. Contractor(s) selected will be required to assume full responsibility, including all risks and hazards, for all activities and services included in the contract.

QUESTION & ANSWER PERIOD

All interested bidders are invited to submit questions on the RFP to kgeise@chautauquaworks.com from the release date through **March 27, 2025**. All answers will be posted on the website www.chautauquaworks.com by March 28, 2025.

CONTRACT PERIOD

Contracts negotiated as a result of this request may commence on **July 1, 2025 and end on June 30, 2026**. The WIB/WDB may vary the program and/or contract period as necessary and shall ensure compliance with WIOA, TANF, and other policies (including but not limited to, Office of Management and Budget (OMB), CFR, and Federal Acquisition Regulation (FAR)) in doing so. **Contract(s) will be monitored for performance on a quarterly basis and may be amended or terminated if performance does not meet WIB/WDB standards. Contract(s) may specifically be expanded to include any other programs the WIB/WDB deems necessary and appropriate.** Contractor responsibilities are subject to change in conjunction with NYS or other oversight agency requirements.

SELECTION PROCESS

The review process presented here represents an outline of the process that will be used by the Board in an attempt to identify a qualified entity to be considered for contract negotiation. The highest scoring proposal does not automatically become the Board's selection for contract negotiation. The Board will consider the evaluation results and subsequent recommendations from the independent WIB/ WDB members who have been involved in any aspect of the review process.

A. Minimum standards of review. A proposal must meet the following minimum standards before being considered for funding:

1. **RSVP** for and **Attendance** at Mandatory Bidder's Conference
2. **Submission** - Submitted by the deadline
3. **Completeness** - Contains all required information and forms
4. **Format** - Complies completely with proposal instructions

Note: Respondents may be required to present additional materials to the WIB/WDB Review Committee prior to determination of final selection.

B. Evaluation process. The process for evaluating proposals submitted in response to this Request includes:

1. Review and scoring by Independent Review Team
2. Review and approval by the WIB/WDB

C. Evaluation criteria. The following criteria will be used to evaluate all proposals:

1. Proposed program design and approach to operate each component: **50 points**
2. Proposed approach to implement the identified priorities for each component: **30 points**
3. Budget and fiscal integrity: **20 points**
4. WIB/WDB Consideration. **10 points**

D. Notification and debriefing. All respondents will be notified in writing, if they formally request notification, of the final outcome of the proposal review process. Once respondents are notified of the outcome of the procurement process, any proposer may request a debriefing explaining their proposal's evaluation. Such requests may be made in writing to Kathleen Geise, Executive Director.

PROPOSER INQUIRY AND APPEAL PROCESS

Respondents who believe they have been treated unfairly in the proposal review process or that there is a violation of federal law or regulation may file a protest. All respondents will receive a copy of the results of the procurement within fifteen (15) working days of the final decision. Respondents whose proposals are rejected will receive a letter of notification. Letters of protest must be submitted and arrive in the office of the WIB/WDB within fifteen (15) calendar days of the date of the notice of rejection. Letters must be specific as to the inquiry or protest. Protests not submitted in writing, not specific in nature, or which arrive late may not be considered. Letters must be addressed as follows: **Kathleen Geise, Executive Director.**

Upon receipt of a letter, the Executive Director or their designee will contact the respondent to arrange for an appeals conference. A committee of the WIB/WDB will form an Appeals Committee and attend the Appeals Conference. At the conclusion of the conference, the Appeals Committee will determine if there is sufficient reason to have the WIB/WDB reconsider the decision in question.

INSTRUCTIONS FOR SUBMITTING A PROPOSAL

- Respondents must be as responsive as possible to the instructions of this RFP. Points will be awarded based on the contents of the proposal. Selection for possible further negotiation and/or interviews is competitive and will depend upon the quality of a proposal.
- **FORMAT** - Proposals should be submitted using the attached proposal format. The WIB/WDB requests proposals to be concise and straightforward. Please do not use special binding or notebooks. Proposals should be stapled or clipped in the upper left corner of the document.

- NUMBER OF COPIES - **One complete original**, with executed certificates (i.e., original signatures of the authorized signatory authority) **and one complete scanned copy** submitted electronically by the proposal due date to kgeise@chautauquaworks.com .

A. Proposal Cover Sheet

All items on the Proposal Cover Sheet must be completed. Identify a liaison or primary contact person, as well as the Signatory Authority – a person with the legal authority to negotiate and sign a contract on behalf of the proposing organization (this is also the person who must sign the various certification forms).

B. Executive Summary

This page is designed to convey a brief summary of the proposal to the WDB. Complete it carefully. Total funds requested should be consistent with the proposed budget. If the amount listed is not consistent with the total in the Proposed Budget, the budget total may be used to award cost scores.

C. Submission Requirements Summary

Submit one (1) original proposal containing all of the applicable items listed below, in the order listed.

- Proposal Cover Sheet
- Executive Summary
- Proposal Narrative
- Budget Forms
- Attachments with signatures

VIII. LEGISLATIVE AUTHORITY – Per USDOL WIOA funding Agreement

All contracts funded from this RFP are subject to the following requirements:

- WIOA - Full law is available at <https://www.doleta.gov/wioa/>; all other state and federal guidance related to WIOA;
- OMB Guidance, including the Uniform Guidance at 2 CFR parts 200 and 2900;
- Wagner-Peyser Act of 1933, as amended, [29 USCA S. 29 et seq.] and portions of the Social Security Act [t2 USC §301, et seq.];
- Food Stamp Act of 1977 [7 USC § 2000 et. seq.];
- Personal Responsibility and Work Opportunity and Reconciliation Act of 1996 [Public Law 10t-193];
- Title IV-A of the Social Security Act, as amended by the Balanced Budget Act of 1997 [PL 105-33]; federal regulations 20 CFR Part 6t5 Welfare-To-Work (WTW) Grants; Final Rule; Interim Final Rule; and the Welfare to Work and Child Support Amendments of 1999, contained in Title VIII of H.R. 3t2t, Consolidated;
- Appropriations Act for FY2000, t2 USC 601 through 619; federal regulations issued by the U.S. Department of Health and Human for Services at t5 CFR Parts 270 through 275, inclusive, for services funded by Temporary Assistance to Needy Families; federal regulations issued t5 CFR Part 260, et al. ; federal regulations issued by the U.S. Department of Agriculture at 7 CFR §271 through 273 Food Stamp employment and training services; federal laws and regulations concerning nondiscrimination and equal opportunity; federal labor laws and standards; and
- Plans and policies of the Chautauqua WDB/WIB Inc. dba Chautauqua Works related to federal workforce center programs and operation. Chautauqua Works policies are available at [WDB/WIB Policies - Chautauqua Works](#).

IX. GOVERNING PROVISIONS AND LIMITATIONS

The WIB/WDB adopts the following provisions concerning this procurement. Violation of any of the following provisions may cause a proposal to be rejected.

- A.** The only purpose of this RFP is to ensure uniform information in the solicitation of proposals and procurement of services under WIOA, TANF, and NYS. This RFP is not to be construed as a purchase agreement or contract or as a commitment of any kind; nor does it commit the WIB/WDB to pay for costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by the WIB/WDB.
- B.** The WIB/WDB reserves the right to accept or reject any or all proposals received, to cancel or reissue this RFP in part or its entirety.
- C.** The WIB/WDB reserves the right to award a contract for any item/services solicited via this RFP in any quantity the WIB/WDB determines is in its best interest.
- D.** The WIB/WDB reserves the right to correct any error(s) and/or make changes to this solicitation as it deems necessary. The WIB/WDB will provide notifications of such changes to all respondents recorded in the WIB/WDB official record (Distribution Log & Receipts Record) as having received or requested an RFP.
- E.** The WIB/WDB reserves the right to negotiate the final terms of any and all contracts or agreements with respondents selected and any such terms negotiated as a result of this RFP may be renegotiated and /or amended in order to successfully meet the needs of the Workforce Development Area.
- F.** The WIB/WDB reserves the right to contact any individual, agency, employer, or grantees listed in a proposal, to contact others who may have experience and/or knowledge of the bidder's relevant

performance and/or qualifications; and to request additional information from any and all respondents.

- G.** The WIB/WDB also reserves the right to conduct a review of records, systems, procedures, including credit and criminal background checks, etc. 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 the cancellation of any contract or agreement awarded.
- H.** The WIB/WDB reserves the right to withdraw or reduce the amount of an award or to cancel any contract or agreement resulting from this procurement if adequate funding is not received from NYS or other funding sources or due to legislative changes.
- I.** Respondents shall not under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of the WIB/WDB for the purpose of having an influencing effect toward their own proposal or any other proposal submitted hereunder.
- J.** No employee, officer, or agent of the WIB/WDB shall participate in the selection, award or administration of a contract supported by WIB/WDB funds if a conflict of interest, or potential conflict, would be involved.
- K.** Respondents shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a proposer's bid to be rejected. This does not preclude joint ventures or subcontracts.
- L.** All proposals submitted must be an original work product of the respondents. The copying, paraphrasing or otherwise using of substantial portions of the work product and submitted hereunder as original work of the proposer is not permitted. Failure to adhere to this instruction may cause the proposal(s) to be disqualified and rejected.
- M.** The contents of a successful proposal may become a contractual obligation if selected for award of a contract. Failure of the proposer to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to successful proposer(s) as a basis for release of proposed services at stated price/cost. Any damages accruing to the WIB/WDB as a proposer's failure to contract may be recovered from the proposer.
- N.** A contract(s) with the selected provider may be withheld, at WIB/WDB's sole discretion, if issues of contract(s) or questions on non-compliance, or questioned/disallowed costs exist, until such issues are satisfactorily resolved. Award of contract(s) may be withdrawn by WIB/WDB if resolution is not satisfactory to WIB/WDB.
- O.** Any selected proposer entering into a contract with the WIB/WDB will be subject to these provisions.

1. Indemnification

- a. CONTRACTOR(S) shall indemnify, save and hold harmless the WIB/WDB from any claims or losses or damages to property and/or resulting loss of use thereof and from any loss or damage arising from bodily injury, including death, to the extent that such claims, losses or damage are caused in whole or in part by the negligent acts or omissions of the CONTRACTOR(S), its employees, officers and agents, its contractors or subcontractors.
- b. CONTRACTOR(S) agrees (1) to the extent permitted by law, to indemnify and hold harmless the U.S. Department of Labor, NYS, the WIB/WDB, or any other applicable specific funding source(s), material losses accruing or resulting to CONTRACTOR, and to any and all subcontractors, persons, laborers, and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract(s), and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by CONTRACTOR(S) in the performance of this Contract(s); and (2) against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery, use or disposal by or for WIB/WDB, of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Contract(s).

CONTRACTOR(S) shall report promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Contract(s) of which CONTRACTOR(S) has knowledge.

- c. In the event of any claim or suit against the WIB/WDB or NYS on account of any alleged patent or copyright infringement arising out of the performance of this Contract(s) or out of the use of any supplies furnished or work or services performed under this Contract(s), CONTRACTOR(S) shall furnish to the WIB/WDB and/or NYS, when requested, all evidence and information in possession of CONTRACTOR(S) pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the WIB/WDB or NYS except where CONTRACTOR(S) has agreed to indemnify the WIB/WDB or NYS.
2. Independent Contractor(s)

In the execution of this Contract(s) and rendering of services prescribed by this Contract(s):

- a. CONTRACTOR(S) shall maintain at all times its independent status; and
- b. No provision of this Contract(s), act of CONTRACTOR(S) in the performance of this Contract(s), or act of the WIB/WDB in the performance of this Contract(s), shall be construed as making CONTRACTOR(S) the agent, servant or employee of the WIB/WDB; except as designated in writing by the WIB/WDB. Employees of CONTRACTOR(S) are not employees of the WIB/WDB since employees are subject to exclusive control and supervision of CONTRACTOR(S).

X. FINANCIAL REQUIREMENTS FOR RESPONDENTS

A. Organizational Capacity

- Proposers must demonstrate that they have the organizational capacity to administer a program in accordance with the requirements in this RFP. The WIB/WDB reserves the right to conduct a pre-award survey of each proposer approved from this RFP to determine the capacity of the proposal's organization to operate a program, meet administrative requirements, and maintain an adequate financial system. The WIB/WDB also reserves the right to deny a contract(s) to any proposer approved for funding which does not make timely changes required by the WIB/WDB, as a result of a pre-award survey, to bring its systems into compliance.

B. Financial Systems

General Requirements: Proposers must demonstrate that their organizations have financial systems that, at a minimum, meet the following standards:

- 1. Generally Accepted Accounting Principles (GAAP).** In accordance with GAAP, the financial systems must include the following: (a) information pertaining to any sub grant or contract awards, obligations, unbigoted balances, assets, expenditures, and income; (b) effective internal controls to safeguard assets and assure their proper use; (c) a comparison of actual expenditures with budgeted amounts; (d) source documentation to support accounting records; and (e) proper charging of costs and cost allocation.
- 2. Sufficient system.** Financial systems must be sufficient to (a) permit preparation of required reports; (b) permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on use of such funds; and (c) permit the tracing of program income, potential stand-in costs, and other funds.
- 3. Financial reports.** Contractors will be required to provide financial reports to the WIB/WDB on a regular, monthly basis in such detail and on such forms as required by the WIB/WDB. The deadline for each month's financial report will be the 10th day of the month following the month for which the report is made. Failure to complete and submit reports on a timely basis may result in deobligation of funds or termination of contracts.

4. Grant/Contract advances. WIB/WDB may authorize grant/contract advances to certain contractors, provided the contractors have and maintain sufficient financial systems and demonstrate the need for advance funds. Advances will not exceed 1/12 of the total contract amount and will be liquidated by the end of the contract performance period. The total of the advance and cumulative expenditures, including accruals, may never exceed the value of the contract.

5. Administrative cost limitation. WIB/WDB will place a limitation on the amount of funds in any contract that may properly be charged to the administrative cost category. This limitation may vary with the source of the funds. Administration cost in the proposal budget should be no more than **10%** of the funds requested.

XI. BUDGET AND FINANCIAL MANAGEMENT

A. Budget Forms

The financial information requested in this RFP is necessary to establish reasonableness of cost and the adequacy of financial resources to perform the proposed activity. If approved for negotiations, the proposed budget will serve as a basis for a contract budget. If any cost item in the proposed budget is to be provided by the organization making the proposal from its own or other sources, and not paid for by the WIB/WDB, list that item as “In Kind”, so that the WIB/WDB will know that an important cost item has not been overlooked.

B. Financial Management Standards

Fiscal integrity and compliance with all grant regulations are essential for operation of programs in the Chautauqua County Workforce Development Area. Contractors must maintain records and reports that are uniform in definition, accessible and verifiable for monitoring, reporting, audit, and program management and evaluation purposes. The WIB/WDB may review the adequacy of the financial management system of any contractor as part of a pre-award review or at any time subsequent to the award.

C. Monitoring

WIB/WDB contractors are subject to compliance monitoring. At any time during normal business hours, and as often as deemed necessary, WIB/WDB members or staff, NYSDOL, U.S. Department of Labor, or any of their duly authorized representatives shall have access to any books, invoices, payrolls, timesheets, or any other records or papers of the contractor(s) which are related to a specific grant program for the purpose of verifying funds under contract(s) as a result of this procurement have been expended and accounted for in accordance with all applicable laws and regulations. Monitoring may include, but will not be limited to: site visits, telephone contact and written communication with OSSO and Operator(s), partnering agencies, program participants, and submission of monthly reports. It is the requirement of the WIB/WDB to monitor customer files on a random basis. Monitoring schedules will be determined during contract negotiation. Monitoring of adherence to U.S. Department of Labor laws and work rules for youth will occur. Programs will be required to submit corrective action plans for any findings during the monitoring process. Contract termination may occur if corrective action does not remedy the situation in a mutually agreed upon timeframe based on the scope of the finding. A complete WIB/WDB Monitoring Policy is available upon request.

D. Audit

A single audit is required as outlined in
2 CFR §200.501- Audit Requirements

(a) **Audit required.** A non-Federal entity that expends \$1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) **Single audit.** A non-Federal entity that expends \$1,000,000 or more in Federal awards during the non-Federal entity's fiscal year must have a single audit conducted in accordance with [§ 200.514](#) except when it elects to have a program-specific audit conducted in accordance with [paragraph \(c\)](#) or [\(d\)](#) of this section.

(c) **Program-specific audit election (in general).** A non-Federal entity may elect to have a program-specific audit conducted in accordance with [§ 200.507](#) if the following conditions are met:

- (1) The non-Federal entity expends Federal awards under only one Federal program (excluding research and development); and
- (2) The Federal program's statutes or regulations, or terms and conditions of the Federal award, do not require a financial statement audit of the non-Federal entity.

(d) **Program-specific audit election for research and development.** A non-Federal entity may elect to have a program-specific audit for research and development conducted in accordance with [§ 200.507](#), but only if all of the following conditions are met:

- (1) The non-Federal entity expends Federal awards only from the same Federal agency, or the same Federal agency and the same pass-through entity; and
- (2) The Federal agency, or pass-through entity in the case of a subrecipient, approves a program-specific audit in advance.

(e) **Exemption when Federal awards expended are less than \$1,000,000.** A non-Federal entity that expends less than \$1,000,000 in Federal awards during its fiscal year is exempt from Federal audit requirements for that year, except as noted in [§ 200.503](#). However, in all instances, the records of the non-Federal entity must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and the Government Accountability Office (GAO).

(f) **Federally Funded Research and Development Centers (FFRDC).** Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(g) **Subrecipients and contractors.** An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Unless a program is exempt by Federal statute, Federal awards expended as a recipient or a subrecipient are subject to audit under this part. Payments received for goods or services provided as a contractor under a Federal award (see [§ 200.331](#)) are not subject to audit under this part.

(h) **Compliance responsibility for contractors.** In most cases, the auditee's compliance responsibility for contractors is to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of a Federal award. Federal award compliance requirements normally do not flow down to contractors. However, for procurement transactions in which the contractor is made responsible for meeting program requirements, the auditee must ensure those requirements are met, including by clearly stating the contractor's responsibilities within the contract and reviewing the contractor's records to determine compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include a determination of whether these transactions comply with Federal statutes, regulations, and the terms and conditions of a Federal award. See also [§ 200.318\(b\)](#).

(i) **For-profit subrecipient.** This subpart does not apply to for-profit organizations. As necessary, the pass-through entity is responsible for establishing requirements to ensure compliance by for-profit subrecipients. The subaward with a for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring throughout the performance of the subaward, and post-award audits (see [§ 200.332](#)).

The cost of the audit may be included in the proposal budget.

E. Bonding

If the contractor desires to receive an advance of funds, bonding is required. Every officer, director, agent or employee of contractor for the purpose of receiving or depositing funds into

program accounts or issuing financial documents, checks or other instruments of payment for program costs, shall be bonded to provide protection against loss. The amount of coverage shall be the higher of \$100,000 or one-half of the total contract amounts, whichever is less, for each employee of the contractor who will handle the funds received or disbursed. The cost of the bond may be included in the proposal budget.

F. Insurance

Proof of insurance is not a requirement for submission, but offertory should be aware that no work might begin under a contract funded through this program until the required insurance has been obtained and proper certificates (or policies) are filed with the WIB/WDB. Before submitting a proposal for funding, the agency should contact its insurance agent to determine if it can obtain the required coverage. The contractor is required to carry general liability insurance coverage for the institution sufficient to cover any liability that may arise from the performance of this contract. General liability insurance should cover bodily injury and property damage to a third party and personal injury; \$1,000,000 for each occurrence or \$2,000,000 aggregate is required. A reasonable deductible is allowed, not to exceed \$10,000. The WIB/WDB provides on-site accident/medical insurance for WIOA participants enrolled in activities not covered by worker's compensation. If the contractor(s) or their employees use motor vehicles in conducting activities under this contract, liability insurance covering bodily injury and property damage must be provided through a commercial insurance policy. Such insurance shall provide a minimum coverage of:

- \$100,000 liability per occurrence;
- \$300,000 aggregate liability;
- \$100,000 property damage;
- Personal Injury Protection;
- Uninsured Motorist Protection; and
- Maximum \$500 Deductible.

If self-insured, the contractor(s) warrants that it will maintain coverage sufficient to cover any liability specified above that may arise from the performance of this contract(s). If the contractor(s) warrants that it is a State Agency and that it is self-insured, then the contractor(s) must be able to pay any obligation that it incurs under the terms of this agreement including any liability that may arise from the performance of this contract. Additionally, the contractor(s) shall ensure that all employees are covered by Worker's Compensation insurance. The portion of the cost of Worker's Compensation insurance and other coverage that applies to One-Stop Career Center employees should be included under personnel costs-other, with details on the supporting schedule.

G. Profit

Profit margins will be negotiated only with for-profit organizations. A fair and reasonable profit will be determined with consideration to the following: 1) complexity of work to be performed; 2) risk borne by contractor; 3) contractor's investment; and 4) quality of past performance. Under no circumstances shall profits exceed 10% of the contract amount. Per 2 CFR §200.324 (b) Contract Cost and Price - The cost plus a percentage of cost method of contracting must not be used.

H. Indirect Cost Rates and Administrative Fees

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular cost objective. All costs are allocable to a particular cost objective, such as a grant, project, service or other activity, in accordance with the relative benefits received. If indirect costs or an administrative fee will be a part of the budget, detail must be provided with the proposal as follows: 1) the methodology used to arrive at the rate including a

description of all costs included; 2) the amounts used per line item (i.e. salaries, supplies, etc.) to calculate the rate; and 3) a description of the process used to reconcile the rate charged to the actual costs incurred.

The costs for administration, including any indirect costs, must not exceed 10% of the funds requested for the operation of the workforce center system.

CHAUTAUQUA COUNTY RFP FOR ONE-STOP OPERATOR 2025-2026
PROPOSAL COVER SHEET

Please note that this document was created in WORD using the forms option with the lock on. By leaving the lock on you can “tab” through to each question. To unlock the document and use it as a regular word document, choose “REVIEW” on the main menu, choose “PROTECT”, choose “RESTRICT EDITING” then choose STOP PROTECTION. *Please beware that data entered in the locked mode will be lost if the lock is toggled on and off.*

Name of Proposing Entity:

Name and Title of Entity CEO:

Mailing Address:

Name of Signatory Authority:

Title of Signatory Authority:

Contact Name (Proposal Liaison)

Title of Contact

Contact Phone Number:

Contact Fax Number:

Contact e-mail:

Legal/Tax Status

(Check all that apply)

- Public Private for Profit Not for Profit
- Corporation Partnership Sole Ownership Other

State Controller ID Number:

Federal Tax ID Number:

Proposal Checklist

- Proposal Cover Sheet
- Executive Summary (limited to one page)
- Proposal
- Budget Summary (format included)
- Budget Detail (any format that supports budget summary)
- Attachments with signatures
 - Attachment A – Administrative Management Survey
 - Attachment B – Financial Systems Survey
 - Attachment C – Certifications
- Latest Audited Financial Statements (if applicable)

PROPOSAL

ORGANIZATION NAME:

PREPARER’S NAME & PHONE:

Please be concise and straightforward. The WIB/WDB is interested in what you plan **to do**. The WIB/WDB assumes that your plans are based on experience and best practice so that it is not necessary to include needs assessment or a rationale for your plans.

Briefly describe any goals and/or outcomes you propose in addition to the Performance Measures outcomes listed in the RFP, as well as how you plan to achieve the Performance Measures.

What are your key strategies to deliver the services defined in this RFP?

How will you coordinate the service delivery of required One-Stop partners and service providers? How will you work to integrate the partner programs, services and resources, and build partner relationships?

How do you plan to structure the One-Stop staff? Please list proposed job titles and estimated number of positions. Please include the “chain of command” within your organization to the One-Stop. A proposed organizational chart can be attached if it is simpler.

Please list past projects and/or contracts that demonstrate your organization’s ability to successfully operate the Chautauqua One-Stop Career Centers. Please include references.

If an existing workforce development organization:

Project	Reference Contact & Contracting Organization	Reference Contact’s Phone

If an independent management company or new to WIOA:

Projects related to education, employment, workforce development government contracting and/or management of complex systems.	Reference Contact & Contracting Organization	Reference Contact's Phone

Describe any innovations that are exclusive to your organization. Such innovations may include proprietary curricula, technological innovations, case management innovations, special programs, or other noteworthy services to customers.

Please include any other information in a concise fashion that would assist the review team in understanding your proposal.

BUDGET SUMMARY

ORGANIZATION NAME:

PREPARER'S NAME & PHONE:

Please provide detail for each expense category listed below. Detail may be provided in any format. Excel spreadsheets are acceptable and welcomed.

	COST	SUBTOTAL	% OF GRAND TOTAL	VALUE OF IN-KIND
Wages				
Benefits				
Subtotal Personnel				
Supplies				
Communications				
Insurance				
Staff Travel				
Staff Development				
Other Operating: (Please list below)				
Subtotal Non Personnel				
Administrative/Indirect				
Total Cost				
Profit if not a 501(c)(3)				
Grand Total				

BUDGET GUIDANCE

1. Facilities – The WIB/WDB reserves the right to lease and/or approve the lease for the facilities for One-Stop Operations. The WIB/WDB is responsible to lease any space needed in addition to the space already under lease for the purpose of workforce activities.
2. Furnishings and Equipment – Sufficient equipment is currently located at the One-Stop Career Centers. Any equipment with a remaining useful life or useable supplies purchased with WIOA funds remains the property of the WIB/WDB.
3. The WIB/WDB will lease any equipment with a value over \$5,000. Currently, that includes the phone system and copiers located at the Jamestown and Dunkirk One-Stop Career Centers.
4. Supplies – Materials and supplies, including printing, will be the responsibility of the contractor(s) and therefore should be included in the proposal budget.
5. Personnel – WIB/WDB contractors are required to comply with the personnel requirements imposed upon Workforce Development Boards with the passage of Appropriations Act of biennium 1997-1999 House Bill 1 of the 75th Legislature. The Act imposes the State's Standard Classification Plan upon Workforce Development Boards. The proposal should provide job descriptions of the positions included in the proposal. Resumes of management staff who would oversee performance of a possible contract must be submitted with the proposal.
6. The contractor(s) will be expected to give existing staff due consideration in hiring in order to avoid a disruption of services at the One-Stop Career Centers where appropriate.
7. Travel – Travel reimbursements must be within the confines of all applicable State regulations and relevant Internal Revenue Service (IRS) rates.
8. Benefits – The employee benefits package for workforce center employees must be described in the proposal. The description should include eligibility date, cost to program, and cost to employee. The contractor(s) will be reimbursed for the actual costs of benefits. It is the responsibility of the contractor(s) to provide the WIB/WDB with a description of non-monetary benefits such as vacation, sick, and compensation time.
9. Budget Scope – The proposed budget should only include reasonable and necessary costs to operate and manage the requested services. Do not include program costs to participants or to training entities. Approved budgetary expenses are to be invoiced monthly with required documentation to the WIB/WDB on a cost reimbursement basis. Proposed staffing should be in compliance with the integrated one-stop approach to service delivery. The WIB/WDB approach is to maximize customer service contact, satisfaction, and overall program effectiveness and performance. Details regarding any budget line that will provide clarification of purpose should be provided. Explanation and detail must accompany unspecified line items labeled "other".

ATTACHMENT A ADMINISTRATIVE MANAGEMENT SYSTEM

Please answer the following questions regarding your administrative management system. Additional information may be requested at the time of a pre-award survey, including copies of documents specifically named. **If you answer no to any question, it will not disqualify you from consideration.** Necessary policies, procedures and administrative systems will need to be in place before a contract can commence.

Question	Yes	No	N/A
1. Does your organization have current Articles of Incorporation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Do your written personnel policies contain procedures for: ✓ Providing equitable and adequate compensation; ✓ Training of employees to assure high-quality performance; Retaining employees based on the adequacy of their performance, and for making adequate efforts for correcting inadequate performance; ✓ Assuring fair treatment of applicants and employees in all aspects of personnel without regard to political affiliation, race, color, national origin, sex, age, disability, religion, or creed, while ensuring proper regard for their privacy and constitutional rights as a citizen and; ✓ Assuring that employees are protected against coercion for partisan political purposes and are prohibited from using their official position to advance any political cause or ideas?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
3. Does your organization have an EEO/affirmative action plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Does your organization have an authorized, written travel policy for employees and authorized agents that provides for reimbursement for mileage and/or per diem at a specified rate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Does your organization have a written employee grievance procedure used to resolve complaints and a non-retaliation policy against employees?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Does your organization have the capacity or staff to produce and maintain records on project participants and/or other customers?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. If certain costs are disallowed, does your organization have a procedure or source for reimbursing such costs to the WIB?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Does your organization have a State Comptroller Vendor Number?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Has your Board of Directors or Oversight Entity reviewed and approved this proposal for submission?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Does your organization have a current approved fidelity bond?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Does your organization have a complaint or grievance process for customers?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Does your organization have a Complaint Monitor or EEO officer?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Name:

Signature: _____ Date:

**ATTACHMENT B
FINANCIAL SYSTEMS SURVEY**

Please answer the following questions regarding your fiscal management system. Additional information may be requested at the time of a pre-award survey, including copies of the documents specifically named. **If you answer no to any question it will not disqualify you from consideration.** Necessary policies, procedures and administrative systems will need to be in place before a contract can commence.

Question	Yes	No	N/A
1. Does your organization follow GAAP?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Does your accounting system:			
a. Provide control and accountability for funds received, property, and other assets;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Provide identification of receipt and expenditures of funds separately for each funding source;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Provide adequate information to prepare monthly financial reports on an accrual basis;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Have the capability to track allowability and allocation of costs in accordance with requirements for federal grant programs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Are state and federal funds, which may be advanced to you, deposited in a bank with federal insurance oversight?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Has the bank in which you deposit state and federal funds insured the account(s) or put up collateral or both equal to the largest sum of money, which would be in such account(s) at any one point in time during the contract period?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Do you reconcile your bank accounts monthly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Does the same person who performs record keeping for receipts, deposits, and disbursement transactions make the bank reconciliations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Do you record daily cash receipts and disbursement transactions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Are individuals or positions in your organization, which handle the receipt or distribution of money, covered by bond?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Is there a person who is responsible for the receipt of all purchased goods?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Does this person assign, upon receipt, an inventory number for items?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Does this person perform an inventory audit at least once a year?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Do you maintain records on all property acquisition, disposition, and transfer?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Do you have written procedures and internal controls established for the procurement of goods and services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Is a competitive bidding process incorporated into your purchasing procedures for acquisition of subcontractors, major goods and services, equipment, and office space?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Are timesheets kept to support payroll disbursement? (If not, describe how employee time is documented and payroll supported.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Are records maintained to support authorized employee leave (vacation, sick, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Are complete records kept to support travel payments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

18. Has a formal audit by an outside auditing firm been conducted of your organization's financial record in the past year?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Is your organization funded by more than one source?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. Does your organization maintain written accounting procedures?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Name:

Signature: _____ Date:

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, “New Restrictions on Lobbying,” and 34 CFR Part 85, “Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants).” The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000 as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant, or cooperative agreement, the undersigned shall complete and submit Standard Form 111 “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarments and Suspension, and implemented at 34CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause of default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant that it will or will continue to provide a drugfree workplace by:

(a) Publishing a statement notifying employees that the 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

(b) Establishing an on-going 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 program; and

4. The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

(c) 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):

(d) 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:

(e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (dx2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title to: Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (dx2), 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;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

B. 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 of Performance (street, address, city, county, state, zip code).

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, subpart F, for grantees, as defined at 34 CFR Part 85, Section 85.605 and 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Management Bureau, State Office building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected grant.

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

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT/GRANTEE/SUBGRANTEE

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Other Responsibility Matters

Contractor agrees to be in compliance with the applicable standards, orders, and/or requirements issued under:

1. **Equal Employment Opportunity:** All contracts shall abide by all current federal and state Equal Employment Opportunity provisions and regulations.

2. **Copeland “Anti-Kickback” Act (40 U.S.C. 3145):** All contracts and subgrants in excess of \$2,000 for construction or repair awarded by The WIB and its subrecipients shall contain a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations 29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.” This Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The WIB must report all suspected or reported violations to the Federal awarding agency.

3. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148):** If included in the federal agency’s grant program legislation, all prime construction contracts of more than **\$2,000** awarded by The WIB and its subrecipients shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). In accordance with this statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The WIB must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The

decision to award a contract must be conditioned upon the acceptance of the wage determination. The contractor must report all suspected or reported violations to the Federal awarding agency.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708):** [Where applicable] All contracts awarded by the WIB/WDB in excess of \$2,000 for construction contracts and in excess of \$100,000 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement” the recipient or subrecipient must comply with the requirements of 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
6. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended:** Contracts and subgrants of amounts in excess of **\$150,000** must contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Contractor agrees to be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the **Energy Policy and Conservation Act** (42 U.S.C.6201). Contractor agrees to be in compliance with the applicable standards, orders, and/or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, E.O. 11738 and Environmental Protection Agency regulations, and maintain mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). Contractor agrees to be in compliance with the applicable standards, orders, and/or requirements issued under; to maintain a drug free environment and adhere to all Federal, State, and local rules and regulations governing employee(s), including the payment of Workers’ Compensation, the Occupational Safety and Health Act, the Contract Work Hours and Safety Standards Act (sec. 103, 107), as well as those specific statutes which bar discrimination on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, marital statute, criminal conviction, or status as an employee or WIOA participant. Contractor must be in compliance with all applicable business licensing, taxation, and insurance requirements.
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** For all contracts or sub-grants of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non- Federal award.
8. **Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR 1986 Comp., p. 189) and 12689 (3 CFR 1989 Comp., p.235),

“Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. **Procurement of Recovered Materials (Compliance with § 200.322):** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
10. **Remedies:** All contracts in excess of the small acquisition threshold currently set at **\$150,000**, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where **contractors violate or breach contract terms, and provide sanctions and penalties as appropriate.**
11. **Termination:** All contracts in excess of \$10,000 must address termination for cause and convenience by the WIB/WDB, including the manner by which termination shall be effected and the basis for settlement.
12. **Record Retention Requirements:** The contractor shall establish and maintain for at least eight (8) years from the termination of this Agreement, unless otherwise notified by the WIB/WDB, such records as are required by the WIB/WDB to substantiate any payment under this Agreement. These records include, but are not limited to, all fiscal records, payroll and purchases, participant attendance records, as well as participant completion, placement and retention information, etc. The contractor shall maintain records in a manner so that administrative costs necessary and incidental to this Agreement may be repeatedly identified from costs chargeable to other categories. The WIB/WDB may request all applicable records if contract(s) is severed. The contractor of a severed contract must provide all requested records by the WIB/WDB within the timeframe indicated by the WIB/WDB.
13. **Priority of Service:** The Chautauqua WIB/WDB has established a Priority of Services Policy that the contractor must follow when it applies to the delivery of services funded by WIOA funds. It is the contractor’s responsibility to be compliant to the effective policy. The policy can be found at the www.chautauquaworks.com
14. **Buy American Notice Requirement:** The contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under the Workforce Innovation and Opportunity Act will be American made. See WIA Section 505 – Buy American Requirements.
15. **Salary and Bonus Limitations:** In compliance with Public Laws 110-161, none of the federal funds appropriated in the Act under the heading ‘Employment and Training’ shall be used by a subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. This limitation shall not apply to vendors providing goods and services as defined in OMB Uniform Guidance. See Training and Employment Guidance Letter number 5-06 for further clarification. Where applicable, the grantee agrees to comply with the Salary and Bonus Limitations.
16. **Veterans’ Priority Provision:** Federal grants for qualified job training programs funded, in whole or in part, by the U.S. Department of Labor are subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Please note that to obtain

priority service, a person must meet the program's eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5- 03 (September 16, 2003) and Section 20 of the Code of Federal Regulations (CFR) Part 1010 (effective January 19, 2009) provide general guidance on the scope of the veterans priority statute and its effect on current employment and training programs. Where applicable, the grant applicant agrees to comply with the Veteran's Priority Provisions.

17. Prohibition on Certain Telecommunications and Video Surveillance Equipment and Services Provision:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain covered telecommunications equipment or services;
- (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and § 200.471.

FEDERAL CERTIFICATIONS

The funding for the awards granted under this contract is provided by the United States Department of Labor which requires the following certifications:

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is 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 lower tier participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

3. The prospective lower tier participant shall pass the requirements of A.1. and A.2., above, to each person or entity with whom the participant enters into a covered transaction at the next lower tier.

B. CERTIFICATION REGARDING LOBBYING - Certification for Contracts, Grants, Loans, and Cooperative Agreements

By accepting this grant, the signee hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The signer shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CERTIFICATION REGARDING DRUG FREE WORKPLACE

By signing this application, the grantee certifies that it will provide a Drug Free Workplace by implementing the provisions at 29 CFR 94, pertaining to the Drug Free Workplace. In accordance with these provisions, a list of places where performance of work is done in connection with this specific grant will take place must be maintained at your office and available for Federal inspection.

D. CERTIFICATION REGARDING NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it will comply fully with all current federal and state nondiscrimination and equal opportunity provisions and regulations which may include the following laws:

- (1) Section 188 of the Workforce Investment Act of 1998 (WIA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I - financially assisted program or activity;
- (2) Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, and national origin;
- (3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially

assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

Other Contract Clauses

General Fiscal and Administrative rules that Apply to WIOA funds 20 CFR 683.200:

(a) Uniform Guidance. Recipients and subrecipients of a Federal award under title I of WIOA and the Wagner-Peyser Act must follow the Uniform Guidance at 2 CFR parts 200, 215, 225, 230, including any exceptions identified by the Department at 2 CFR part 2900.

(1) Commercial organizations, for-profit entities, and foreign entities that are recipients and subrecipients of a Federal award must adhere to 2 CFR part 200, including any exceptions identified by the Department under 2 CFR part 2900;

(2) Commercial organizations, for-profit entities, and foreign entities that are contractors or subcontractors must adhere to the Federal Acquisition Regulations (FAR), including 48 CFR part 31.

(b) Allowable costs and cost principles.

(1) Recipients and subrecipients of a Federal award under title I of WIOA and the Wagner-Peyser Act must follow the cost principles at subpart E and appendices III through IX of 2 CFR part 200, including any exceptions identified by the Department at 2 CFR part 2900.

(2) Unless specified in the grant agreement, for those items requiring prior approval in the Uniform Guidance (e.g., selected items of cost, budget realignment), the authority to grant or deny approval is delegated to the Governor for programs funded under sec. 127 or 132 of WIOA or under the Wagner-Peyser Act.

(3) Costs of workforce councils, advisory councils, Native American Employment and Training Councils, and Local WDB committees established under title I of WIOA are allowable.

(c) Uniform administrative requirements.

(1) Except as provided in paragraphs (c)(3) through (6) of this section, all recipients and subrecipients of a Federal award under title I of WIOA and under the Wagner-Peyser Act must follow 2 CFR part 200, including any exceptions identified by the Department at 2 CFR part 2900.

(2) Unless otherwise specified in the grant agreement, expenditures must be reported on accrual basis.

(3) In accordance with the requirements at 2 CFR 200.400(g), subrecipients may not earn or keep any profit resulting from Federal financial assistance, unless expressly authorized by the terms and conditions of the Federal award.

(4) In addition to the requirements at 2 CFR 200.317 through 200.326 (as appropriate), all procurement contracts between Local WDBs and units of State or local governments must be conducted only on a cost reimbursement basis.

(5) In addition to the requirements at 2 CFR 200.318, which address codes of conduct and conflict of interest the following applies:

(i) A State WDB member, Local WDB member, or WDB standing committee member must neither cast a vote on, nor participate in any decision-making capacity, on the provision of services by such member (or any organization which that member directly represents), nor on any matter which would provide any direct financial benefit to that member or that member's immediate family.

(ii) Neither membership on the State WDB, the Local WDB, or a WDB standing committee, nor the receipt of WIOA funds to provide training and related services, by itself, violates these conflict of interest provisions.

(iii) In accordance with the requirements at 2 CFR 200.112, recipients of Federal awards must disclose in writing any potential conflict of interest to the Department. Subrecipients must disclose in writing any potential conflict of interest to the recipient of grant funds.

- (6) The addition method, described at 2 CFR 200.307, must be used for all program income earned under title I of WIOA and Wagner-Peyser Act grants. When the cost of generating program income has been charged to the program, the gross amount earned must be added to the program in which it was earned. However, the cost of generating program income must be subtracted from the amount earned to establish the net amount of program income available for use under the grants when these costs have not been charged to the program.
- (7) Any excess of revenue over costs incurred for services provided by a governmental or non-profit entity must be included in program income.
- (8) Interest income earned on funds received under title I of WIOA and the Wagner-Peyser Act must be included in program income.
- (9) On a fee-for-service basis, employers may use local area services, facilities, or equipment funded under title I of WIOA to provide employment and training activities to incumbent workers:
- (i) When the services, facilities, or equipment are not being used by eligible participants;
 - (ii) If their use does not affect the ability of eligible participants to use the services, facilities, or equipment; and
 - (iii) If the income generated from such fees is used to carry out programs authorized under this title.
- (d) Government-wide debarment and suspension, and government-wide drug-free workplace requirements. All WIOA title I and Wagner-Peyser Act grant recipients and subrecipients must comply with the government-wide requirements for debarment and suspension, and the government-wide requirements for a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988, 41 U.S.C. 8103 et seq., and 2 CFR part 182.
- (e) Restrictions on lobbying. All WIOA title I and Wagner-Peyser Act grant recipients and subrecipients must comply with the restrictions on lobbying specified in WIOA sec. 195 and codified in the Department regulations at 29 CFR part 93.
- (f) Buy-American. As stated in sec. 502 of WIOA, all funds authorized in title I of WIOA and the Wagner-Peyser Act must be expended in compliance with secs. 8301 through 8303 of the Buy American Act (41 U.S.C. 8301-8305).
- (g) Nepotism.
- (1) No individual may be placed in a WIOA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.
 - (2) To the extent that an applicable State or local legal requirement regarding nepotism is more restrictive than this provision, such State or local requirement must be followed.
- (h) Mandatory disclosures. All WIOA title I and Wagner-Peyser Act recipients of Federal awards must disclose as required at 2 CFR 200.113, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338 (Remedies for noncompliance), including suspension or debarment.