

**REQUEST FOR PROPOSAL  
for  
WORKFORCE INNOVATION OPPORTUNITY ACT  
CAREER SERVICES  
KANSAS CITY AND VICINITY**

**Issued by:**

**Full Employment Council, Inc., Kansas City and Vicinity  
Workforce Development Board  
1740 Paseo  
Kansas City, MO 64108  
(816) 471-2330**

**August 20, 2021**

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## **I. AUTHORITY**

The Full Employment Council, Inc. (FEC), Kansas City and Vicinity Workforce Development Board is releasing this Request for Proposal (RFP) in its capacity as Managing Entity/Fiscal Agent and American Job Center for Title I Workforce Opportunity Act activities. The Workforce Development Board decides how funds are administered and how programs will be managed under the Workforce Innovation Opportunity Act in order to meet the goals outlined in its Workforce Innovation Opportunity Act Plans.

## **II. TIME LINES**

### **A. PRE-BID CONFERENCE**

There will be a Pre-Bid Conference at 1:00 p.m., Monday, August 30, 2021 via Zoom. To access the link for the Zoom conference, contact Phyllis Gross at [pgross@feckc.org](mailto:pgross@feckc.org).

The purpose of the pre-bid conference is to respond to technical questions posed by the proposers. Technical questions regarding the RFP may not be submitted after the Pre-Bid Conference.

### **B. TENTATIVE START DATE FOR PROJECT**

Projects are estimated to begin October 01, 2021 and end September 30, 2022. Start dates will be negotiated prior to contract execution.

### **C. DUE DATE FOR PROPOSALS**

To be considered for funding, proposals must be received no later than 5:00 p.m., Friday, September 10, 2021 to the attention of Andrea Robins at 1740 Paseo Blvd., Kansas City MO, 64108.

### **D. TENTATIVE AWARD DATE**

FEC expects to award funds on or after September 30, 2021. All proposers will be notified of their selection or non-selection in writing. **EXCEPTIONS:** If additional procurement is required due to insufficient or unsatisfactory proposals received on the first round of procurement; if additional procurement is required in the event of a non-performing service provider; if it is in the best interest of the participants to implement the contract in less than thirty (30) days and both parties agree to the start date; or if changes in Workforce Innovation Opportunity Act legislation or its regulations occur.

**E. APPROXIMATE FUNDS AVAILABLE AND PERIOD OF PERFORMANCE**

Approximately \$54,021.00 will be available to serve residents of **Kansas City, Missouri.**

**Period of Performance.** Contracts will be written for one (1) year. It is expected that programs will begin on September 30, 2021 and end on June 30<sup>th</sup>, 2022. Based upon program performance and meeting goals of the contract, however, the contract may be extended annually for a period of two (2) years.

During the period of performance of a contract, the Workforce Development Board may determine the need to either fund additional training projects or otherwise alter the funding level of existing training projects based upon the availability of funds, the project performance, or the goals of the Service Delivery Area.

**III. BACKGROUND**

The Workforce Innovation Opportunity Act was enacted to reform Federal job training programs and to create a new comprehensive workforce innovation system. The WIOA system is intended to be customer focused, to help job seekers access the tools they need to manage their careers through information and high quality services, and to help U.S. companies find skilled workers. The WIOA law embodies seven key principles: (1) streamlining services through a Missouri Job Center; (2) empowering individuals by giving them access to Individual Training Accounts, information, and guidance through the Missouri Job Center; (3) increased accountability through performance measures and common measures; (4) strong role for local Workforce Development Boards and the private sector; (5) state and local flexibility; (6) improved youth programs; and (7) universal access through the Missouri Job Center. The Missouri Job Center is the basic delivery system for skill development and training services to Adult and Dislocated Workers.

**IV. PROGRAM SCOPE**

**A. PURPOSE**

Provide case management, enrollment services and follow-up services for economically disadvantaged Adults, Dislocated Workers and Youth, including persons with disabilities. These customers shall be assigned after acceptance by the Enrollment Committee and shall have a designated caseload as assigned by the Director of Career Services/Functional Leader of the designated Job Center. Assigned customers must receive follow-up services every thirty (30) days during training and post-employment to ensure training completion and job retention. Career Services will provide case management, follow-up and post-employment services to

customers enrolled and accepted by the Enrollment Committee of the Workforce Development Board.

Career Services will also provide expertise and serve as a resource person to the workforce development system and individuals with disabilities, including individuals who are Social Security Disability Insurance (SSDI) beneficiaries and Supplemental Security Income (SSI) disability and blindness beneficiaries. Career Services will have expertise regarding Kansas City and Vicinity Workforce Development Board/FEC programs.

## **B. PROGRAM EXPECTATIONS**

The *Contractor*, in coordination with the Kansas City and Vicinity Workforce Development Board/FEC, shall perform the following services in the performance of this Contract.

### **Career Services:**

- 1) The Career Services will work in coordination with Kansas City and Vicinity Workforce Development Board/FEC staff to provide services to Missouri Job Center customers, including but not limited to:
  - Job Center service overviews
  - Disability services as needed
  - Career readiness workshops
  - Case management services during training and post-employment for a dedicated case load
  - Assessments
  - Referrals to external resources/community partners
  - Enrollment in and support for classroom training
  - Enrollment in and support for work-based training
  - Job search assistance
  - Proved follow-up services and support to clients enrolled in training services
  - Follow-up contacts and services
  - The above services shall be recorded in MOJOBS and Apricot systems
  
- 2) Disability Services: At the direction of the Director of Career Services/Functional Leader, provide guidance to Missouri Job Center/workforce development staff assisting individuals with disabilities seeking employment or career advancement opportunities, skill development, and job retention assistance to obtain self-sufficiency. Upon request of the Director of Career Services/Functional Leader, provide training on assistive technologies and/or obtain guidance from other service providers (e.g., State Services for the Blind, regional Disability and Business Technical Assistance Centers, Job Accommodation Networks). Serve as a Job Center resource for all workforce staff within the service area on federal, state, local and private work incentives and employment programs (e.g., Ticket to Work Program) impacting individuals with

disabilities. Serve as a Job Center resource for workforce staff within the service area on federal regulations (e.g., Americans with Disabilities Act (ADA); Section 504 (Part 32) of the Rehabilitation Act and Workforce Innovation and Opportunity Act (WIOA) section 188 (Part 37).

- 3) Reporting: Submit weekly, monthly, and quarterly activity reports to Kansas City and Vicinity Workforce Development Board/FEC as requested in a timely and complete fashion, in a format provided. Reports should be submitted for each location at which a Career Services performs services related to this scope of work.
- 4) The Director of Career Services/Functional Manager of the respective Job Center shall be responsible for the day-to-day supervision of the Career Services while the Career Services is stationed at that Job Center, at the Kansas City Central City location or other locations as may be directed.

### **C. CONTRACTOR MEETINGS**

The contractor shall attend monthly meetings conducted by the Kansas City and Vicinity Workforce Development Board/FEC to review program performance and expenditures pursuant to a calendar developed with the contractor. FEC Contractor Guidelines are included as Attachment 1.

Regarding monthly meetings, a meeting related specifically to performance under the contract shall be held monthly, with an alternate meeting held bi-monthly (every other month) that addresses issues of coordination and system alignment of services. Each month, the Contractor will provide performance reports related to services provided under the Contract to [reports@feckc.org](mailto:reports@feckc.org). Monthly Progress Reports (Attachment 2) are to be submitted to the Planning Department by the 10th of the month after the reporting month ends.

The Kansas City and Vicinity Workforce Development Board/FEC shall evaluate performance each quarter, and if performance goals are not met, the Kansas City and Vicinity Workforce Development Board/FEC may withhold reimbursements until such time as the standards are met or the Contractor may negotiate a reduced service level and corresponding budget reduction.

**D. PERFORMANCE STANDARDS**

**WIOA ADULT/DLW PERFORMANCE STANDARDS**

	Q2	Q4	Credential Attainment	Measurable Skills Gain
Adult	67%	64%	60%	49%
DLW	69%	68%	66%	57%

Services shall only be offered to those individuals who have first been determined eligible by the Managing Entity/Fiscal Agent. Eligibility requirements are outlined in *Attachment 1*.

*Attachment 2* lists the performance standards and Performance Measure Standards.

The participants must be placed using career and training services. The Full Employment Council, Inc. (FEC)/Fiscal Agent will accept proposals for the service levels and performance outcome measures listed above at a maximum cost of \$54,021.00 per Career Services over the 2 year grant period.

**E. REIMBURSEMENTS, ACCOUNTABILITY, BUDGET MODIFICATIONS, AND COST DOCUMENTATION**

1. Reimbursement: Contract funds shall be available for services for one (1) Career Services to be provided under the contract and shall be reimbursed on a cost reimbursement basis by the Kansas City and Vicinity Workforce Development Board/FEC in the amounts set forth in the budget, which is included as Attachment 3. Costs must be actually incurred in order for Kansas City and Vicinity Workforce Development Board/FEC to reimburse under this contract. Reimbursement will be made monthly, provided that the Contractor meets the accountability and performance benchmarks set out below. The maximum cumulative amount of the contract that may be reimbursed in any given quarter; regardless of whether the Contractor has incurred higher expenses in the quarter, the maximum cumulative amount eligible for reimbursement may not be exceeded.

2. Accountability: Reimbursement will be performance-based. In order to receive reimbursement, the Contractor must have actually incurred expenses for which reimbursement is being sought and meet cumulative

performance benchmarks. The Contractor must submit a Monthly Progress Report, which Kansas City and Vicinity Workforce Development Board/FEC staff will review to determine if satisfactory progress towards the benchmarks is being met. Reimbursement will take place only if analysis by the Kansas City and Vicinity Workforce Development Board/FEC indicates the Contractor meets the minimum Percentage of Quarterly Goal Required for Reimbursement in all performance outcome categories.

3. Budget Modifications: All modifications to the budget must be submitted in writing to the Kansas City and Vicinity Workforce Development Board/FEC within ten (10) days of the proposed change. The amount of the budget cannot be exceeded. The Contractor may increase or decrease budget line items by an amount not greater than five (5) percent of the line item budget for all line items other than salaries and fringe benefits, without the prior approval of the Kansas City and Vicinity Workforce Development Board/FEC proposed change. The amount of the budget cannot be exceeded. The Contractor may increase or decrease budget line items by an amount not greater than five (5) percent of the line item budget for all line items other than salaries and fringe benefits, without the prior approval of the Kansas City and Vicinity Workforce Development Board/FEC.

The Contractor must submit written requests for modifications of line items in the budget, which exceed five (5) percent, and for any modification of salaries and fringe benefits. Modification requests should be submitted to the Planning Department.

4. Documentation of Costs: The Contractor shall record all costs incurred in the discharge of this Contract and submit the reimbursement requests and reports as required by the Kansas City and Vicinity Workforce Development Board/FEC.

**F. STAFF, FACILITIES, AND WORK SCHEDULE**

1. The Career Services will be located in Kansas City, Missouri. The Contractor shall provide sufficient qualified staff to operate the program successfully. 2. The Kansas City and Vicinity Workforce Development Board/FEC's functional manager for this program shall be the Director of Career Services. Contractual matters should be brought to the attention of the Senior Director of Planning, Compliance and Management Systems. 3. The Contractor shall maintain the following work schedule: 8:00 AM to 5:00 PM, Monday through Friday, except for Full Employment Council designated holidays.



## V. PROPOSAL WRITING INSTRUCTIONS

### A. SUBMISSION REQUIREMENTS

A signed *original of the application and three (4) copies* must be submitted. The original must be signed in blue ink. Proposals must be complete and contain all information required by this RFP at the time of submission, or the proposal may be judged non-responsive. Proposals must include the required attachments as listed in ***Attachment 4***.

Applications must be single-spaced and shall not exceed 15 pages (one side only, 8" x 11"), exclusive of Attachments. The proposal summary does not count toward the page limit. The Budget and Budget justification are considered to be part of the Attachments to the proposal. A font size of at least 12 is required.

### B. SUMMARY

Provide a one-page cover sheet that summarizes your proposal. Use ***Attachment 5*** as the one-page cover sheet.

### C. PROPOSAL NARRATIVE

#### 1. PROJECT DESCRIPTION

Describe in detail the intensive services to be provided and include the proposed length of the proposed activities. Explain how specific proposed activities will serve the target population. Be specific about how clients will be recruited for the program. Describe how support services including transportation will be provided. Describe the procedures that will be used to obtain feedback from participants.

#### 2. PROGRAM TIME FRAMES AND SCHEDULE(S) OF ACTIVITIES

Provide benchmarks for proposed implementation. Indicate activities, time frames and responsibilities for effectively implementing the project. State the number of weeks and hours of proposed training for each program element.

#### 3. PERFORMANCE STANDARDS AND PERFORMANCE MEASURES

Specifically address project goals and measurable objectives, and how your Program will assist in the achievement of WIOA performance standards. Performance measures will be negotiated prior to award of Contracts. (See ***Attachment 2***).

#### 4. DEMONSTRATED EFFECTIVENESS

- Provide a brief history of your organization, including the date and place of Incorporation and the services your organization presently and previously provided as well as the target population(s) your organization currently serves.

- Describe the types of employment and training programs presently or previously provided the past two years and the program outcomes, including the number served compared to the number planned to be served.
- Describe the organizational and administrative capacity to deliver the proposed services, including management and fiscal, in compliance with the General Terms and Conditions for Contracts.
- Include an *organization chart* and show how this project fits into your overall organization.
- Be specific about any other pertinent information related to the success of the program.

If your organization is a not-for-profit organization, **attach a copy of your Board of Directors and Officers.**

## 5. BUDGET

Proposals shall be for reimbursement on an actual cost basis and shall include a line item budget clearly identifying costs to be charged to WIOA. Use the Budget format contained in *Attachment 3*. Service providers are required to plan, control and report expenditures against these line item budgets. Attachment 3 also contains *Budget Justification Guidelines*.

**Note:** State the number of staff to be charged to this project. Include job titles, brief job descriptions and the percentage of time to be devoted to this project for all staff to be assigned to this project. *Attach the job descriptions* of key staff. Include the salary ranges of positions that are to be assigned for any vacant positions to be funded if this project is approved. Staff hours must be allocated on a time sheet between this project and other agency activities if the staff person does not expend one hundred percent of time on this project. This must be reflected in the payroll journal as well.

Staff costs shall be identified for each staff person unless the job title for multiple positions is the same, i.e. counselors, in which case an average salary times the number of counselors, may be reported.

All costs must be described, i.e. if fringes are FICA, Worker's Comp and Pension, they must be so specified; if salary is weekly or monthly it must be specified and the budget must indicate the number of weeks or months the salary is to be paid. Space and utility costs must be per square feet or per month, etc.

**In-Kind Costs.** If the organization is providing space, equipment or personnel, etc. to this project at no cost to WIOA, identify those costs as "In-Kind" costs.

The Full Employment Council/Fiscal Agent will handle the processing of individual participant data forms to compile required reports and the service provider should not budget such costs. The proposer selected for funding is responsible for maintaining its own accounting system and submitting timely monthly financial reports.

*Attach your most recent financial audit* to your Budget. This is not required if the most recent financial audit of your agency is already on file with the Full Employment Council. If FEC has your most recent audit, please indicate.

## **6. ORGANIZATIONAL PARTNERSHIP DEVELOPMENT**

Describe the extent to which your organization will partner with other organizations to develop a comprehensive program to serve the target population. Evidence of partnerships should include Memorandums of Understanding to clarify the responsibilities of each partner in accomplishing the goals of the program. (*Attach memorandums of understanding.*) Contractors funded will also be required to sign a Memorandum of Understanding with FEC, and to meet quarterly with other service providers to ensure consistency in procedures and a comprehensive service delivery system.

## **VI. EVALUATION PROCESS AND CRITERIA**

This RFP provides general information to allow for the fair evaluation and rating of potential service providers while meeting the program goals and objectives of the Kansas City and Vicinity Workforce Innovation Area. The proposer must provide the activities proposed and meet established performance standards and program outcomes. Proposals are evaluated based on the offeror's ability to deliver services to the target populations. Proposers are evaluated based on experience working with participants in similar programs and activities; past performance, both program and fiscal; understanding of and commitment to meeting goals and objectives of the Kansas City and Vicinity Workforce Development Board; proposer's demonstration of understanding and commitment to continuous improvement.

**Evaluation Process.** Proposals received prior to the deadline are reviewed by a committee of at least 3 FEC staff members. Based upon the review, proposals are *1) recommended for funding, 2) deemed not responsive, or 3) not recommended for funding at this time.* A written report identifying each bidder as responsive or non-responsive is prepared. Reasons for bids deemed non-responsive are documented. Following proposal evaluation, the committee makes recommendations for funding to the appropriate authority for award. Reasonableness of cost is determined for each procurement transaction, including any subsequent contract modifications. Prior to contracting with service providers, FEC staff assures that required contracting prerequisites are met. FEC also reserves the right to make awards based upon the distribution of program services among jurisdictions, which best meets, the needs of the Workforce Innovation Area.

## **Evaluation Criteria**

### **Program Design and Plan of Operation**

**30 Points**

Includes a quality training design responsive to the program design being procured; presents measurable objectives and outcomes, which take into consideration the quality of the proposed plan of services, facilities and equipment are adequate; includes curriculum outlines where appropriate; proposes adequate staffing; presents a clear implementation plan; demonstrates understanding of the needs of customers that are planned to be served; includes a schedule of operations; clearly presents where, when, why and how of the proposed program operation.

### **Demonstrated Effectiveness**

**30 Points**

Demonstrates ability to meet performance goals and objectives; documents successful experience in program operation related to the requirements of the RFP; Provides historical performance data for previous programs; demonstrates organizational, administrative and fiscal capacity to deliver proposed services; demonstrates staff capability; includes organizational chart and includes Board of Directors where required.

### **Cost Effectiveness/Resource Leveraging**

**25 points**

Shows how costs are derived; demonstrates necessity and reasonableness of proposed costs; identifies non-WIOA funds where appropriate; includes appropriate cost categories. Identifies extent to which WIOA funds are leveraged with other resources to provide extended and comprehensive dislocated worker/displaced homemaker services. Identifies both in-kind and cash contributions to the project. Describes how required program components are being implemented through in-kind contributions. Include the provision of support services to dislocated workers/displaced homemakers.

### **Complies with RFP Requirements**

**15 points**

Includes required supporting documents and Submits signed Offeror's Assurances.

# ATTACHMENT I

## ADULT ELIGIBILITY REQUIREMENTS

To be an eligible adult in the Workforce Innovation Opportunity Act programs, an individual must be:

- 1) 18 years of age or older (birth certificate)
- 2) U.S. Citizen or eligible to work in the U. S.
- 3) Social Security number
- 4) A resident of the KC and Vicinity or East Jackson County Local Workforce Innovation Areas
- 5) Registered with selective service, if applicable
- 6) A Category 1, or 2 listed below

At least 60 percent of the intensive and training funds available for adults under WIOA Title I shall be used to serve individuals who meet the criteria for Category 1 enrollment; and a maximum of 40 percent of the funds may be expended on individuals who meet the Category 2 criteria.

**CATEGORY 1:** First priority for the receipt of career and training services shall be given to adult recipients for the following:

- Public Assistance recipients
- TANF recipients
- Low-income individuals
- Individuals who are basic-skills deficient (including English language learners)
- Low-income and economically disadvantaged individuals, and to individuals who do not qualify for other programs
- Up to 40% of the WIOA Title Adult funds may be used to serve those individuals who have incomes which do not exceed 200% of the Lower Living Standard Income Level

**CATEGORY 2:** Second priority for the receipt of intensive and training services shall be given to adults whose incomes do not exceed 200 percent of the Lower Living Standard Income Level.

Preference will also be given to Veterans and other groups under the Wagner-Peyser Act in accordance with the Division of Workforce Development policies.

**ATTACHMENT 2**

**WIOA PERFORMANCE STANDARDS**

<b><i>Performance Measures</i></b>	<b><i>Definition</i></b>
<b>Entered Employment Rate</b>	The percentage of participants who are in unsubsidized employment during the second quarter after exit from the program (for title I Youth, the indicator is the percentage of participants in education or training activities, or in unsubsidized employment during the second quarter after exit)
<b>Employment Retention Rate</b>	The percentage of participants who are in unsubsidized employment during the fourth quarter after exit from the program (for title I Youth, the indicator is the percentage of participants in education or training activities, or in unsubsidized employment during the fourth quarter after exit)
<b>Average Earnings</b>	The median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program
<b>Employment and Credential Rate</b>	The percentage of those participants enrolled in an education or training program (excluding those in on-the-job training (OJT) and customized training) who attain a recognized postsecondary credential or a secondary school diploma, or its recognized equivalent, during participation in or within one year after exit from the program. A participant who has attained a secondary school diploma or its recognized equivalent is included in the percentage of participants who have attained a secondary school diploma or its recognized equivalent only if the participant also is employed or is enrolled in an education or training program leading to a recognized postsecondary credential within one year after exit from the program
<b>Measurable Skills Gain</b>	The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational, or other forms of progress, towards such a credential or employment.

For more information about performance indicators, go to:

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

**Attachment 3**

		<b>AMOUNT</b>	<b>IN- KIND</b>	<b>TOTAL</b>
<b>Personnel</b>				
<i>Subtotal</i>		<b>0</b>		
<b>Fringe Benefits</b>				
		<b>0</b>		
<b>Travel</b>				
<i>Subtotal</i>		<b>0</b>		
<b>Equipment Lease &amp; Purchase - copiers &amp; computers</b>				
<i>Subtotal</i>		<b>0</b>		
<b>Supplies</b>				
<i>Subtotal</i>		<b>0</b>		
<b>Contractual</b>				
<i>Subtotal</i>		<b>0</b>		
<b>Other</b>				
<i>Subtotal</i>		<b>0</b>		
<b>TOTALS</b>		<b>0</b>	<b>0</b>	<b>0</b>

**ATTACHMENT 3A  
BUDGET FORMAT AND  
BUDGET JUSTIFICATION GUIDELINES**

**Items Required in the Budget.** All budgets must show total costs of program operation; line by line amounts for all items for which payment is requested from WIOA funds; and the period of the contract. When budgets are proposed for periods less than one year, all costs must be prorated on the length of time.

**Analyzing Special Costs.**

**STAFF COSTS.** Staff costs are the costs of all direct labor used in the contract. This includes the costs for salaries, wages and fringe benefits paid to employees whose work for that pay and its associated fringe benefits will benefit the proposed program and only that program. The cost of direct labor is a product of two variables. One is the number of hours or other time units necessary to perform the functions in question. The other variable is the rate of pay for each time unit. Therefore, budgets must contain the number of hours or days or months or weeks worked and the rate of pay for each staff person and the fringe benefits associated therewith.

**Justification of Staff Costs.** The proposer must justify the appropriateness of the staff positions and levels in terms of whether or not the qualifications for the job are consistent with the functions to be carried out. “Low balling” by offering staff that is less qualified than needed or “gold plating” by offering positions excessive to the needs of the project are not allowed. Labor rates must be consistent with the organization’s compensation policies, and documentation to support this should be submitted with the budget. (Labor rates are influenced by several factors. First, the level of the position, the skills, experience, and responsibility significantly affect the wage rate set by the proposer. Second, company policy influences wage rates, particularly those policies covering seniority, promotion and fringe benefits. Finally, geography can be an important factor because cost of living variables can affect wages.)

**FRINGE BENEFITS.** Employee benefits increase staff costs by approximately one-fourth to one-third and are a significant offeror expense. Fringe benefits must be consistent with offeror policies, correctly computed, and not in violation of any governing cost principles. Proposers must explain the components of fringe benefit package rates and the bases to which the rates are applied. Documentation must be submitted for all fringe benefits consistent with the offeror’s policies.

*Information the Proposal Review Committee Considers:*

1. Are the number of staff and number of hours proposed consistent with the operational requirements? If not, are they too high or too low?
2. Has the offeror supplied a satisfactory rationale for determining the number of positions for each operational area?
3. Is the number of proposed staff consistent with the staffing estimate of the [proposal review team](#)?
4. If subcontracted staff is proposed, is it excluded from the offeror’s direct staffing? Has offeror submitted subcontractor’s proposal or other data enabling the analysis of subcontractor staff levels and costs?
5. Are position levels proposed commensurate with skill levels needed to carry out functions? Are they too low or too high? Is the mix of supervision and management with operational staff appropriate for the size of the program and necessary spans of control? Is the mix of entry level and senior staff reasonable and consistent with offeror’s discussion of staffing?
6. Are wages and salary rates consistent with offeror’s personnel and compensation policies, especially job classification and rating policies?
7. How do offeror’s rates compare with those in the estimate of the fiscal agent/One-Stop Operator?
8. Are the offeror’s proposed rates consistent with prevailing area rates? If not, can the reasons for the differences be identified and justified?
9. Has the offeror applied adjustment factors to wage and salary rates for a second year if this is requested in the RFP? Are these factors explained and justified by economic trends and company pay increase and promotion policies in the narrative justification?
10. Has the offeror broken out the components of its fringe benefit package showing salary base and rates applied? Are these bases and rates in conformance with Federal



and state statutes and with the offeror's compensation policies?

11. Does the fringe benefit package conform to the offeror's policy and is it made up of usual and reasonable components? Has the offeror explained unusual components satisfactorily? Have these been checked for allowability with governing State or local cost principles?
12. Have the fringe benefits been checked against those estimated by the fiscal agent/One-Stop Operator?
13. Is the offeror providing staff with the usual and reasonable number and kind of paid holidays?

**SUPPLIES.** This category includes training or program materials and office supplies and should be "costed" separately. The issues for these costs are the same as those for other types of costs. Are the type and quantity estimated necessary and reasonable, given the requirements of the program? Are the unit prices fair ones, representing competitive rates? How were the costs estimated? Identify the training materials which are needed and the unit price. For office supplies, unless the amount proposed is relatively small, the cost proposal should contain some estimating basis. The basis might be historical cost per employee or per office or per participant.

*Information the Proposal Review Committee Considers:*

1. Are the types and quantities of educational or training materials proposed reasonable for the training offered? Are these quantities consistent with the number of participants who are likely to be served?
2. Where necessary, are the training materials specified, either in the cost proposal or the technical proposal or both? If they are not, does the reviewer need to obtain this information from the offeror to justify these costs?
3. Are the occupational and academic materials included? Are these costed separately?
4. Are the unit prices specified for the educational materials?
5. Does the offeror describe the basis for its proposed unit cost? Is it historical or based on price quotes? If not, is the cost sufficient to require the offeror to submit its estimating basis?
6. Is there evidence that some of the proposed materials and costs are already owned by or in the possession of the offeror? (Examples are test guides, instructor guides, inventories, acquired under past contracts.)
7. If computer-based software is proposed, are the costs justified and based on the most reasonable prices, particularly where they are available commercially?
8. For office supplies (consumable) does the offeror provide an explanation of how the estimate is made?
9. Is there a unit price stated for office supplies (amount per employee per work unit, for example)?
10. Are the estimated quantity and/or the unit price reasonable, based on the One-Stop Operator's current and past experiences with similar programs?
11. Are office or consumable supply costs allocated to the appropriate cost categories? Is the allocation reasonable? Is it explained and justified in the cost proposal?

**OTHER COSTS:**

- **Communications.** Generally includes telephone, postage, and fax materials. Telephone costs are generally limited to monthly costs for the local telephone company's charges for the "wire-in" service it provides. Telephone costs may also include long-distance and other toll charges, including "message units". Postage is customarily limited to costs to mail letters and packages via the U.S. Postal Service. Other costs may be included and may be treated as telephone expenses, as may costs of an answering service.
- **Facilities.** Estimated costs for office and training site rental space is determined by the number of square feet used multiplied by a rate, usually in a lease, per square foot. The main concern is whether the space is sufficient for the needs of the program and whether or not the rate is reasonable.
- **Insurance.** Insurance is required. Worker's compensation coverage for staff is usually included in fringe benefits.

*Information the Proposal Review Committee Considers:*

1. Are the appropriate types of insurance identified and represented by costs in the proposal?

2. Are the coverage limits in accordance with the requirements of the Full Employment Council/[Fiscal Agent](#)?
3. Is the fidelity bond amount appropriate for the amount of funds that could be in jeopardy at any given time?
4. Are the insurance costs or premiums reasonable, when compared to similar projects or contracts?
  - **Staff Travel.** Travel is to conduct contracted services and to administer the project. Out-of-area travel is unusual. The issue is need – whether or not it serves a necessary contract purpose. The proposed costs must be reasonable and in line with travel policies set by the Full Employment Council, the State and governing cost principles. Local travel must be analyzed for reasonableness of number of trips and whether total costs are in line with the agency’s experience.

#### Attachment 4

#### REQUIRED ATTACHMENTS TO BE SUBMITTED WITH PROPOSAL

1. One-Page Summary of Proposal (see Attachment 5)
2. Budget (see Attachment 3)
3. Organization Chart
4. Job Description of Key Staff
5. Listing of Board of Directors and Officers
6. Financial Audit
7. Letter from governing board or other evidence of signatory authority (Copy of organization's by-laws)
8. Grievance Policy or a Statement Adopting the FEC/Fiscal Agent's Grievance Policy
9. Memorandums of Understanding with Partner Agencies

Provide evidence of Fidelity Bonding, General Liability Insurance (if owned or leased vehicles will be used) or a statement indicating that these documents will be provided by the proposer, if the proposer is selected, prior to the insurance of the contract.

**ATTACHMENT 5  
PROPOSAL SUMMARY SHEET**

**Organization Name**

\_\_\_\_\_

**Legal Name of the Proposing Agency**

**Chairman/CEO** \_\_\_\_\_

**Type of Organization** \_\_\_\_\_

**Public, Private Not-for-Profit or Private for Profit**

**Contact Person** \_\_\_\_\_

**Phone** \_\_\_\_\_ **Fax** \_\_\_\_\_ **E-Mail** \_\_\_\_\_

**Organization Address** \_\_\_\_\_

**Project Site Address (if different)** \_\_\_\_\_

**Project Description** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Areas to Be Served:**

**North/Independence** \_\_\_\_\_ **South/Central** \_\_\_\_\_

**Funds Requested** \$ \_\_\_\_\_

**Cost Per Participant** \$ \_\_\_\_\_

**Number of Adults to be served** \_\_\_\_\_

**PERFORMANCE STANDARDS**

**Performance Measures Proposed**

**Adult**

**Entered Employment Rate** \_\_\_\_\_

**Employment Retention Rate** \_\_\_\_\_

**Average Earnings** \_\_\_\_\_

**Employment and Credential Rate** \_\_\_\_\_

**CERTIFICATION: I hereby certify that to the best of my knowledge and belief, the information in this response is true and correct and the conditions described in Section V will be complied with if awarded a contract. I have read and understand the standards that have been set forth in the General Terms and Conditions for Contracts (Attachment VIII) and agree that the controls shall exist and will be met as stated.**

**AUTHORIZING SIGNATURE**

**Signature**

**Print or Type Name**

**Title**

**Date**

**ATTACHMENT 6  
GENERAL TERMS AND CONDITIONS  
FOR CONTRACTS FUNDED THROUGH THE  
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

SEC. 100	AUTHORIZED SIGNATORY
SEC. 101	CONTRACT INTERPRETATION
SEC. 102	COMPLIANCE WITH THE LAW
SEC. 103	SUBCONTRACTS AND ASSIGNABILITY
SEC. 104	WAIVERS
SEC. 105	SEVERABILITY OF PROVISIONS
SEC. 106	TERMINATION OF CONTRACT FOR CONVENIENCE
SEC. 107	TERMINATION OF CONTRACT FOR CAUSE
SEC. 108	CONTRACTOR DISPUTES/CLAIMS
SEC. 109	RECORDS AND AUDITS
SEC. 110	PROHIBITED ACTIVITIES
SEC. 111	CONFLICT OF INTEREST
SEC. 112	PERSONNEL SELECTION AND MANAGEMENT
SEC. 113	NONDISCRIMINATION AND LABOR STANDARDS
SEC. 114	PARTICIPANT AND EMPLOYEE COMPLAINTS
SEC. 115	SAFETY AND HEALTH REQUIREMENTS FOR PARTICIPANTS
SEC. 116	BENEFITS FOR PARTICIPANTS
SEC. 117	MAINTENANCE OF EFFORT
SEC. 118	COMPLIANCE WITH ENVIRONMENTAL AND OTHER FEDERAL ACTS
SEC. 119	PARTICIPANT AND ACTIVITY RECORDS
SEC. 120	MONITORING, EVALUATION, AND CONFIDENTIALITY
SEC. 121	ACCOUNTING STANDARDS
SEC. 122	SYSTEMS EVALUATION
SEC. 123	PAYMENT AND DELIVERY CLAUSE
SEC. 124	PROGRAM INCOME
SEC. 125	PROCUREMENT PROCEDURES AND DISBURSEMENTS
SEC. 126	PROPERTY MANAGEMENT STANDARDS
SEC. 127	FIDELITY BONDING
SEC. 128	OTHER INSURANCE
SEC. 129	REPORTING CRIMINAL ACTIVITY, ABUSES, AND ACCIDENTS
SEC. 130	DEBARMENT/SUSPENSION PROCEDURES
SEC. 131	DIRECT AND INDIRECT COSTS
SEC. 132	ASSIGNMENT OF REFUNDS, REBATES, AND CREDITS
SEC. 133	PROHIBITION AGAINST DUPLICATION
SEC. 134	OVERSIGHT
SEC. 135	MODIFICATION
SEC. 136	INACCURATE COST DATA
SEC. 137	CONTRACT EXTENSION
SEC. 138	REPORTING
SEC. 139	AUDIT CLAUSE
SEC. 140	STAND-IN COSTS
SEC. 141	SALARY AND BONUS LIMITATIONS
SEC. 142	NON-LABOR INVOLVEMENT
SEC. 143	SECTARIAN INVOLVEMENT PROHIBITED
SEC. 144	DRUG-FREE WORKPLACE RULE
SEC. 145	ADDITIONAL COMPLIANCE ASSURANCES
SEC. 146	EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED
SEC. 147	ENFORCEABILITY
SEC. 148	PRODUCTS
SEC. 149	PROGRAM REPORTING REQUIREMENTS
SEC. 150	BUY AMERICAN
SEC. 151	WAGE RATE REQUIREMENTS

SEC. 152	WHISTLEBLOWER PROTECTION
SEC. 153	INSPECTION OF DOCUMENTS
SEC. 154	VETERANS' PRIORITY PROVISIONS
SEC. 155	ACCESS TO CONTRACTOR'S RECORDS
SEC. 156	MAINTENANCE OF RECORDS

**SEC. 100 AUTHORIZED SIGNATORY**

The President/CEO or duly appointed signatory of the Full Employment Council, Inc. ("FEC" or "Full Employment Council"), or a duly assigned designee, is empowered to enter into contracts on behalf of the Full Employment Council.

It is understood and agreed by and between the parties to this Contract that the work will be done to the satisfaction of the President/CEO; that he or his designee will interpret all reports and will decide the acceptability of the work and the progress, thereof; that he or his designee will decide the amount, classification and quality of kinds of work to be performed and the amounts to be paid under the Contract; that the President/CEO be the sole judge of the validity and the acceptability of claims, if any, made by the Contractor for extra payment; and that his decision will be final subject to the dispute procedure contained in Contractor Disputes/Claims below.

**SEC. 101 CONTRACT INTERPRETATION**

If the Contractor is in doubt as to the true meaning of any part of this Contract, a written request for an interpretation may be submitted to the President/CEO. Such interpretation of this Contract shall not be binding upon the Full Employment Council unless it is in writing and duly signed by the President/CEO and duly mailed or delivered to the party requesting the interpretation. Such interpretation shall become an attachment to this Contract. No verbal agreement or conversation with the President or other representative of the Full Employment Council, either before or after execution of this Contract, shall modify any of the terms or obligations contained in this Contract. Any such verbal agreement or conversation shall in no way be binding upon the Full Employment Council.

**SEC. 102 COMPLIANCE WITH THE LAW**

The Contractor covenants that it shall comply with all applicable laws, ordinances, charters, and regulations of the State of Missouri and Federal and local governments in performing all of the work encompassed by this Contract. The Contractor agrees to conduct any and all activities under this agreement in accordance with the Workforce Innovation and Opportunity Act of 2014 (P.L. 113-128), hereinafter referred to as the "Act" or "WIOA", and the Federal Regulations promulgated pursuant to the Act, revisions/amendments to the Act and Regulations, and any and all applicable Workforce Innovation and Area, federal, state, local statutes, rules, regulations, directives, issuances and ordinances in effect, revised or amended, or promulgated during the terms of this agreement.

**SEC. 103 SUBCONTRACTS AND ASSIGNABILITY**

- (a) Subcontracts. The Contractor shall not enter into any subcontract pursuant to this Contract without the prior written approval of the Full Employment Council. Any work or services subcontracted hereunder shall be specified by written contract and shall be subject to each provision of this Contract.
- (b) Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Full Employment Council, thereto; but, in no case shall such consent relieve the Contractor from the obligation under, or change the terms of the Contract.

**SEC. 104 WAIVERS**

In no event shall any payment by the Full Employment Council constitute or be construed to be a waiver by the Full Employment Council of any breach of covenant or any default

which may then exist on the part of the Contractor, and the making of any such payment when any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Full Employment Council with respect to such breach or default. The Contractor shall assume liability for questioned and disallowed expenditures incurred by the Contractor pursuant to judgment by the Federal or State governments or the Full Employment Council.

All requests for waiver of any requirement imposed by the Missouri Department of Higher Education and Workforce Development must be made in writing by the Director of that agency explaining the circumstances and rationale for the waiver.

**SEC. 105 SEVERABILITY OF PROVISIONS**

If any provision of this Contract is held invalid, the remainder of this Contract shall be valid and shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable laws, charters, ordinances, and regulations.

**SEC. 106 TERMINATION OF CONTRACT FOR CONVENIENCE**

Either party may terminate this Contract at any time by giving at least (10) ten day's notice in writing to the Contractor. If the Contract is terminated by the Full Employment Council as provided for herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed to the date of termination bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

**SEC. 107 TERMINATION OF CONTRACT FOR CAUSE**

- (a) Failure to Perform. If, through any cause, the Contractor fails to fulfill in a timely and proper manner the obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the Full Employment Council shall thereupon have the right to suspend, terminate, or diminish the maximum compensation payable under this Contract by giving written notice to the Contractor and specifying the effective date of such suspension, termination, or diminution. In such event, with regard to all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor, just and equitable compensation or credit shall be given for any work satisfactorily completed hereunder.
- (b) Termination or Suspension of Payment.
  - 1. If the Full Employment Council suspends payment, it will advise the Contractor and specify the actions that must be taken, as a condition precedent to the resumption of payments.
  - 2. Upon the termination or suspension of payments under this Contract, the Contractor shall remit any unexpended balance of the payments as well as other portions of such payments previously received as determined by the Full Employment Council to be due the Full Employment Council. The action of the Full Employment Council in accepting any such amount shall not constitute a waiver of any claim that the Full Employment Council may otherwise have arising out of this Contract.
  - 3. Notwithstanding the above, the Contractor shall not be relieved of liability to the Full Employment Council for damages sustained by the Full Employment Council by virtue of any breach of the Contract by Contractor until such time as the exact amount of damages due the Full Employment Council from the Contractor is determined.

**SEC. 108****CONTRACTOR DISPUTES/CLAIMS**

In the event of a dispute with or claim against the Full Employment Council, the Contractor shall file a written request for resolution of such dispute or claim with the President. If the dispute or claim is not resolved, the Contractor may file a complaint with the Full Employment Council pursuant to 20 CFR 627.500 et. seq.

**SEC. 109****RECORDS AND AUDITS**

- (a) Establishment and Maintenance of Records. The Contractor shall establish and securely maintain records on all aspects of the Contract including finances, statistics, property, participant data and supporting documentation as required by the Full Employment Council, the State and the federal government. In addition, such program records shall be established as needed to render orderly and professional services to participants.
- (b) Audit Guidelines. Audits will be conducted by the Single Audit Act of 1984 or the Contractor shall implement the requirements of the OMB Circular A-133 or A-128. The Contractor shall provide or have financial and/or compliance audits prepared in accordance with the Audit Guidelines and Standards as issued by the State in the Missouri Department of Higher Education and Workforce Development Financial Manual and any amendments or revisions thereto which, by this reference, are incorporated herein and made a part hereof as if fully rewritten. FEC reserves the right to have audited all Contractors for contract and fiscal compliance.
- (c) Access to Records and Audit Rights. As reasonable and without interfering with normal business operations, during normal business hours, and as often as the Auditor General of the State of Missouri, the Secretary of the U.S. Department of Labor, the U.S. Comptroller General, Missouri Department of Higher Education and Workforce Development, and the Full Employment Council or any of their duly authorized representatives may deem necessary, the Contractor shall make available for examination, all of its books, documents, papers, and records (including digital records) which are directly pertinent to this Contract. Either Party or duly authorized governmental agent shall have the authority to access records, audit, examine and make excerpts, transcripts, and photo copies from records relating to all matters covered by this Contract. This right also includes timely and reasonable access to the Contractor's and any subcontractors personnel for the purpose of interviews and discussions related to the Contract.
  - (1) If the records do not meet the generally accepted accounting practices of the Full Employment Council, the State and the federal government, the Full Employment Council reserves the right to withhold any or all of its funding to the Contractor until such time as the standards are met.
  - (2) The Full Employment Council reserves the right to dispatch auditors or monitors to any site where any phase of the program is being conducted, or advanced in any way, tangible or intangible. The Contractor shall be notified and given the opportunity to justify questioned expenditures prior to the Full Employment Council's final determination of the disallowed costs in accordance with the procedures established under WIOA.
- (d) Record Retention and Disposal Requirements. The Contractor shall maintain all records including financial, statistical, property, applicant, participant, terminnee, employee and records regarding complaints and actions taken thereunder for five (5) years from the date of the final financial report under this Contract or until all audits are complete and findings on all claims have been finally resolved. Records of non-expendable property shall be maintained for three years after final disposition of the property. At the end of the required retention period, the Contractor shall request instructions in writing from the Full Employment Council on the disposal of the records.



In the event of termination of the relationship between the Contractor and the Full Employment Council, the Contractor shall have the responsibility for maintenance and retention of records unless otherwise approved by the Full Employment Council, in writing. If approval is granted to transfer records to the Full Employment Council, such records shall be transmitted to the Full Employment Council in an orderly fashion with documents properly labeled and filed in an acceptable condition for storage. In the event the Contractor ceases to do business in the Workforce Development Area due to dissolution, bankruptcy, relocation, or for any other reason, all records shall be transmitted to the Full Employment Council in an orderly fashion with documents properly labeled and filed in an acceptable condition for storage.

## **SEC. 110**

### **PROHIBITED ACTIVITIES**

- (a) Political Activities. No funds under this contract, either directly or indirectly, shall be used for: (1) any partisan or non-partisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office, (2) provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election or (3) any voter registration activity. The Contractor shall comply with the requirements of the Hatch Act (5 U.S.C. 1501-1508 and 5 U.S.C. 7324-7326), which are incorporated herein by this reference as if fully rewritten.
- (b) Lobbying. No funds under this Contract shall be used to fund activities to influence any member of any Federal, State, or local legislature to favor or oppose any legislation before them. However, communications and consultation with State and local legislatures for purposes of providing information shall not be prohibited. The Contractor shall comply with 29 Code of Federal Regulations (CFR) Part 93 and 2 CFR Part 200.450, or any amendments thereto, which provide federal regulations on lobbying.
- (c) Religious or Sectarian. No participant shall be employed on the construction, operation, or maintenance of the portion of any facility used for sectarian instruction or as a place for religious worship. Participants shall not be involved nor WIOA funds expended for religious or anti-religious activities.
- (d) Unionization. No funds under this contract shall be used in any way to promote or oppose unionization. Nothing in this section shall prevent the Contractor from checking off union dues or service fees pursuant to applicable collective bargaining agreements.
- (e) Public Service Employment. No funds under this Contract shall be used for public service employment.
- (f) Placement Fee. No person or organization shall charge an individual a fee for the placement or referral of such individual in or to a training program under the Act.

## **SEC. 111**

### **CONFLICT OF INTEREST**

- (a) The Contractor shall maintain a written code of standards of conduct governing the performance of persons engaged in the award and administration of the WIOA contract(s).
- (b) Contractor covenants that in the performance of this Contract no person having any conflicting interest shall be employed or shall benefit from this Contract. Contractor agrees to disclose to Full Employment Council any direct or indirect interest on the part of Contractor or its employees in this Contract (an indirect interest being one that arises from or as the result of the performance of this Contract but which is not so direct and obvious to arise under the terms of this Contract). Upon such disclosure, the Full Employment Council determines if such conflict is contrary to the public interest; and the Contractor agrees to abide by the decision of the Full Employment Council and take such action as may be required by the Full Employment Council.

- (c) Contractor warrants that no person or selling agency has been employed or retained to solicit or secure WIOA funding upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no such understanding or agreement exists, or has existed, with any employee of the Contractor.
- (d) The Contractor shall ensure that no individual in a decision making capacity including WIB members (whether compensated or not) shall engage in any activity, including participation in the selection, award, or administration of a contract or sub-grant supported by WIOA funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
  - (1) The individual; or
  - (2) Any member of the individual's immediate family; or
  - (3) The individual's partner; or
  - (4) An organization which employs, or is about to employ any of the above has a financial or other interest in the firm or organization selected for the contract.
- (e) The officers, employees or agents of the Contractor will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, subcontractors, or any parties to sub-agreements.
- (f) Every reasonable course of action will be taken by the Contractor and its subcontractors in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This Contract or any subcontracts thereof will be administered in an impartial manner, free from personal, financial, or political gain. The executive staff and employees of the Contractor or its subcontractors will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.
- (g) No relative by blood, adoption, or marriage within the second degree of any executive, or employee of the Contractor or its subcontractors shall receive favorable treatment for enrollment into services provided by, or employment with the Contractor or its subcontractors. An executive or employee of the Contractor shall also avoid entering into any agreement for services with a relative by blood, adoption, or marriage. When it is in the public interest to conduct business (only for the purpose of services to be provided) with a relative, the executive or employee of the Contractor or its subcontractor shall obtain written approval from its board or comparable body. All correspondence shall be kept on file and available for monitoring and audit.
- (h) An executive, officer, agent, representative, or subcontractors will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or part by the Contractor or its subcontractor.

**SEC. 112**

**PERSONNEL SELECTION AND MANAGEMENT**

Provisions of this section are applicable to all personnel hired under this Contract. Such personnel hired under this Contract shall be selected and employed under the following standards:

- (a) Personnel Policies. The Contractor shall have written personnel policies that shall be available for review by the Full Employment Council. The table of contents of these policies shall be on file with the Full Employment Council. The personnel policies shall include provisions for the recruitment, selection, promotion, classification, compensation, performance evaluation, and employee-management relations.
- (b) Political Criteria Prohibited. The selection or advancement of personnel as a reward for political services or as a form of political patronage is prohibited. No contribution of money or services may be solicited in return for employment or any employment benefit.

**SEC. 113****NONDISCRIMINATION AND LABOR STANDARDS**

As a condition to the award of financial assistance under WIOA from the Department of Labor, the Contractor assures, with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA-funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions applicable pursuant to the Workforce Innovation and Opportunity Act of 2014 (including but not limited to Section 188) and other statutes, including but not limited to the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended, Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

- (a) The Contractor shall comply with:
- (1) 29 U.S.C. 1551 and 1557, which sections are incorporated herein by this reference as if fully rewritten, and covenants that no person with responsibilities in the operation of any program under WIOA shall discriminate with respect to any program participant, any applicant for participation in such program, or deny employment in the administration of such program because of race, color, religion, sex, national origin, age, disability or political affiliation or belief, and as appropriate, citizenship.
  - (2) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000 (d)); Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000 (e)); and Executive Orders 11246 and 11375, which are incorporated herein by this reference as if fully rewritten, and covenants that no person in the United States shall, on the grounds of race, color or national origin, be subjected to discrimination under any program or activity for which the Contractor herein receives federal financial assistance. The Contractor shall immediately take any measures necessary to effectuate this requirement.
  - (3) The Fair Labor Standards Act of 1963, as amended, (29 U.S.C. 201-219), which is incorporated herein by this reference as if fully rewritten and covenants that the Contractor shall not practice wage differentiation in employment based on sex and to include the minimum and maximum hours provisions as they apply to hospital and educational institution employees of state and local governments. It shall comply with the Missouri Child Labor Law (294 RSMo 1978), which is incorporated herein by this reference as if fully rewritten.
  - (4) The Age Discrimination in Employment Act of 1967 (29 U.S.C. 621), which is incorporated herein by this reference as if fully rewritten, and covenants that the Contractor shall not discriminate against employees or job applicants between the ages of forty and seventy years.
  - (5) The Age Discrimination in Employment Act of 1975 (42 U.S.C. 6102), which is incorporated herein by this reference as if fully rewritten, and covenants that the Contractor shall not exclude from participation, in any program or activity, deny a benefit of, or subject to discrimination, any person in the United States on the basis of age.
  - (6) The Rehabilitation Act of 1973 (29 U.S.C. 793-794) and the Vietnam Era Veterans Readjustment Act of 1974 (38 U.S.C. 2012-1014), which are incorporated herein by this reference as if fully rewritten, and covenants that it shall not discriminate in an employment situation against mentally or physically handicapped or disabled persons or veterans, if such individuals are capable of performing the work involved in the employment situation.
  - (7) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683), which is incorporated herein by this reference as if fully rewritten,

which provides that no person shall, on the basis of sex, be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination under any education or training program or activity receiving financial assistance from the Department of Labor.

- (8) 29 CFR 34.20, which is incorporated herein by this reference as if fully rewritten, and covenants that it shall not discriminate and it shall provide equal opportunity.
  - (9) The Americans with Disabilities Act of 1990, Public Law 101-336 and the Non-traditional Employment for Women Act of 1991 and associated Code of Federal Regulations published in the Federal Register, as applicable to the entity directly or indirectly as recipients of contracted funds from the State of Missouri.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, religion, national origin, or physical or mental disabilities; provided, however, in the instance of a person who is disabled that the person's disability does not prevent that person from doing the job that person would be hired to perform. Affirmative action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor also covenants to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Full Employment Council's EEO Officer setting forth the provisions of this non-discrimination clause.
- (c) If fifty (50) or more persons are employed by the Contractor, the Contractor shall develop and implement a written Affirmative Action Plan to institute the assurances of paragraphs (a) and (b) above. The Plan shall include: (1) a utilization analysis (2) goals and timetables, and (3) action-oriented programs. The Contractor agrees to comply with any requirements for changes to said Plan required by the Full Employment Council in accordance with applicable law and WIOA Regulations.
- If fewer than fifty (50) persons are employed by the Contractor, the Contractor shall implement a written affirmative action policy that includes the assurances of paragraphs (a) and (b) above.
- (d) The Contractor shall, in all solicitations or advertisements for employment places by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, or any other factor protected by applicable law.
- (e) The Contractor covenants that this agreement is subject to the Missouri Discriminatory Employment Practices Act, codified as Sections 296.010 to 296.070 of the Revised Statutes of Missouri.
- (f) The Contractor covenants that this agreement is subject to the Missouri State Law providing equal pay for women as codified in Sections 290.400 to 290.450 of the Revised Statutes of Missouri.
- (g) The Full Employment Council shall have the authority to require the Contractor to take corrective and/or remedial action if the Contractor violates the nondiscrimination and equal opportunity provisions. If the Contractor fails to take the required action, the Full Employment Council shall have the authority to impose such sanctions as are necessary to end the discrimination. The Contractor shall further notify its subcontractor, if any, of the applicability of this paragraph to all the Contractor's subcontractors.

**SEC. 114**

**PARTICIPANT AND EMPLOYEE COMPLAINTS**

- (a) General. The Contractor may develop and/or utilize its own grievance/complaint procedure to resolve disputes and hear complaints by a participant or employee against the Contractor, or Contractor may use appropriate FEC complaint/grievance procedures for such complaints.

Employees of Contractors or subrecipients are encouraged to address their initial complaint/grievance to the Contractor; however, they may file their initial complaint with the Full Employment Council. Contractor's employees also have the right to appeal the findings of the Contractor to the Full Employment Council.

- (b) The Full Employment Council's Responsibilities. The Full Employment Council will provide central coordination of the system, technical assistance to the Contractor in all aspects related to the procedure, all forms necessary in filing a complaint, maintenance of complaint files, investigation of complaints, informal resolution, an impartial hearing, and final determination in accordance with the Full Employment Council's Compliant/Grievance Procedures.
- (c) The Contractor's Responsibilities. The Contractor shall have responsibility for the following:
  - (1) At the start of hiring/enrollment, the Contractor shall notify each employee/participant in writing of the opportunity to file a complaint with the Full Employment Council, the procedures for doing so, and avenues of appeal available.
  - (2) Upon receipt of a written complaint, the Contractor shall within seventy-two (72) hours forward the complaint along with a statement regarding its position on the complaint to the Full Employment Council.

**SEC. 115**

**SAFETY AND HEALTH REQUIREMENTS FOR PARTICIPANTS**

Participants shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under conditions that are unsanitary, hazardous, or dangerous to their safety or health. In the case of participants employed or trained in jobs which are inherently dangerous (e.g. fire or police jobs), participants shall be assigned in accordance with appropriate health and safety practices and child labor laws. Conditions of work or training shall be appropriate and reasonable in terms of such factors as the type of work, geographic region, age (with respect to Child Labor Laws) and proficiency of the participant.

The Contractor shall comply with the Missouri Child Labor Laws (294 RSMo, 1978), which are incorporated herein by this reference as if fully rewritten.

**SEC. 116**

**BENEFITS FOR PARTICIPANTS**

To the extent that on-the-job training (OJT) and work experience are provided to participants under this Contract, the Contractor shall comply with the following terms:

- (a) Workers' Compensation. To the extent that the State workers' compensation law is applicable, workers' compensation benefits, in accordance with such law, shall be available with respect to injuries suffered by participants. To the extent that such law is not applicable, the Contractor or subcontractor of funds under this Act shall secure insurance coverage for injuries suffered by such participants, in accordance with regulations prescribed by the Secretary of Labor.
- (b) Benefits and Working Conditions. All individuals employed in subsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work.
- (c) Retirement Systems. No funds provided under this Contract shall be used for contributions on behalf of any participant to retirement systems or plans.

## SEC. 117

### MAINTENANCE OF EFFORT

Contractor warrants that no participant in a WIOA program shall be employed or job opening filled when any other individual is on layoff from the same or any substantially equivalent job, or when the employer has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under the Act.

Funds provided under this Act shall only be used for activities that are in addition to those which would otherwise be available in the area in the absence of such funds.

### SEC. 118 COMPLIANCE WITH ENVIRONMENTAL AND OTHER FEDERAL ACTS

- (a) General. The Contractor shall comply with provisions of the Clean Air Act, as amended (42 U.S.C. 1857 et. seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et. seq.) including all the requirements of Section 114 of the Clean Air Act and section 308 of the Water Pollution Control Act relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 and regulations and guidelines issued thereunder.
- (b) Non-use of Violating Facilities. The Contractor or its subcontractors shall not utilize any facility in the performance of this Contract that has been placed on the List of Violating Facilities by the U.S. Environmental Protection Agency. The Contractor shall promptly notify the Full Employment Council of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- (c) Pass Through Requirements. In all subcontracts of \$100,000 and above the Contractor shall include clauses requiring compliance with the Clean Air Act and the Water Pollution Control Act.
- (d) The Contractor shall comply with the flood insurance purchase requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102 (a) requires on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazard. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, or any other form or direct or indirect federal assistance.
- (e) The Contractor shall assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et. seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR part 800.8) by the activity, and notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency to avoid or mitigate adverse effects upon such properties.
- (f) The Contractor shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- (g) The Contractor shall comply with the requirements of the National Environmental Policy Act of 1969 (P.L. 91-190) and Presidential Executive Order (EO) 11514; EO 11738; EO 11990; EO 11988; the Coastal Zone

Management Act of 1972 (16 U.S.C. 1451 et. seq.); State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); the Endangered Species Act of 1973, as amended, (P.L. 93-205); and the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)..

**SEC. 119 PARTICIPANT AND ACTIVITY RECORDS**

The Contractor shall create and maintain participant records and other records as specified in the Contract and shall hold open to inspection by the Full Employment Council or other authorized representatives of the Full Employment Council, all participant and other records maintained by the Contractor. In addition, the Contractor shall utilize, complete and forward, in accordance with the procedures and instructions of the Full Employment Council, all information and reporting forms required by the Full Employment Council's management information and financial management systems. The Contractor agrees to assume responsibility for correcting all errors identified by the Full Employment Council within five days of notification.

**SEC. 120 MONITORING, EVALUATION, AND CONFIDENTIALITY**

The Contractor shall cooperate with all monitoring and evaluation activities conducted directly or through the Contract relative to activities described herein and bound by this Contract. This will include, but not be limited to providing full access to the project site and providing programmatic and fiscal records to authorized representatives of the Full Employment Council or to other persons as may be designated from time to time by the Full Employment Council.

Case records pertaining to individual participants or other data which may be mutually deemed to be of a privileged nature will be handled by the Full Employment Council in a confidential manner to provide reasonable protection to participants. From time to time, the Full Employment Council may also require special reports on aspects of contract operations to be prepared by Contractor staff.

**SEC. 121 ACCOUNTING STANDARDS**

The Contractor shall establish and maintain an accounting system in accordance with generally accepted accounting principles and standards, and in accordance with any requirements under the Act and Federal Regulations, the State of Missouri's Financial Manual and the Accounting Policies and Procedures of the Full Employment Council.

- (a) The Contractor shall not incur any of the following costs:
  - (1) Costs resulting from violation of, or failure to comply with Federal, State or local laws and regulations;
  - (2) Costs for entertainment;
  - (3) Costs of insurance offering protection against debts established by the Federal or State governments or the Full Employment Council;
  - (4) Costs of legal expense for the prosecution of claims against the Federal or State governments or the Full Employment Council; and
  - (5) Costs of legal services by the staff solely for the purpose of discharging general responsibilities as a legal office.
- (b) The Contractor shall deposit cash receipts in a bank covered by FDIC. Deposits shall be made in a timely manner. Deposits in excess of FDIC coverage shall be collaterally secured.

**SEC. 122 SYSTEMS EVALUATION**

The Full Employment Council shall have the right to evaluate all of the systems of the Contractor including the administrative, fiscal, management, and operations to ascertain that there is compliance with all of the provisions contained in this Contract prior to the disbursement of any funds to the Contractor.

**SEC. 123****PAYMENT AND DELIVERY CLAUSE**

Reimbursement requests for costs incurred under this Contract shall be submitted no less frequently than every thirty (30) days for programs funded on a cost reimbursement basis. The Full Employment Council, at its option and sole discretion, may disallow requests for reimbursement as ineligible costs in cases where such costs were incurred more than ninety (90) days prior to receipt of the request for reimbursement by the Full Employment Council from the Contractor. The Full Employment Council reserves the right to require full documentation of costs in support of each reimbursement where necessary to verify the integrity of the costs reported.

Payments to employers for On-the-Job Training Contracts shall not exceed fifty percent (50%) of the hourly wages paid by the employer to participants during training.

The Contractor may charge to the grant only those costs which are consistent with the allowable cost provisions of 627.435 of the Federal Register (December 29, 1992) including the guidelines issued by the Governor, as required in 627.435 (i). The Contractor assumes full liability for the actions of itself and all its subcontractors for all expenditures determined by the Contractor to be unallowable. The Contractor further agrees to repay all expenditures determined by the Contractor to be unallowable from non-WIOA sources.

**SEC. 124****PROGRAM INCOME**

Program income generated by public or private non-profit organizations as a result of exceeding performance objectives or as a result of any other factor (e.g., reduction in projected cost of services), must be returned to the Full Employment Council or re-programmed to further program objectives in accordance with written approval from the Full Employment Council.

**SEC. 125****PROCUREMENT PROCEDURES AND DISBURSEMENTS**

- (a) Where applicable, the Contractor shall comply with the provisions of 41 CFR 29-70,103 (Cost Principles) and the appropriate Office of Management and Budget Circular for state and local governments, institutions of higher education and other non-profit organizations. The Contractor shall comply with Missouri Department of Higher Education and Workforce Development Procurement Systems Guidelines to comply with WIOA, its Regulations, and any Amendments.
- (b) The Contractor shall maintain records sufficient to detail the significant history of procurement. These records shall include, but are not necessarily limited to the following: Rationale for the method of procurement; the selection of the subcontract type; subcontractor selection or rejection; and the basis of the subcontract type.
- (c) The Contractor shall conduct procurement in a manner that provides full and open competition. Situations considered restrictive are found in Section 627.420 of the Federal Register (December 29, 1992).
- (d) The Contractor shall have written procedures for procurement transactions. These procedures shall ensure that all solicitations:
  - (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurement, contain features which unduly restrict competition; and
  - (2) Identify all requirements that the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- (e) The Contractor shall ensure that all pre-qualified lists of persons, forms, or other organizations which are used in acquiring goods and services are current and include sufficient numbers of qualified sources to ensure maximum open and free competition.



- (f) The Contractor shall comply with the following procurement requirements for items purchased with funds provided under this contract:
  - (1) For any purchase of at least \$500, but not more than \$1,999.99, the Contractor shall obtain at least three telephone bids that shall be referenced or attached as documentation to the requisition or purchase order. Information on bids obtained by telephone shall include: vendor name, price, date, and contact person.
  - (2) For any purchase of at least \$1,000.00, the Contractor shall secure prior written approval from the Full Employment Council.
  - (3) For any purchase of at least \$2,000.00, but not more than \$9,999.99, the Contractor shall obtain supporting documentation of three separate, competitive written bids.
  - (4) For any purchase of \$10,000 or more, the Contractor shall initiate a formal advertised competitive bid process.
  - (5) Any equipment purchased of at least \$5,000.00 should have the written approval of Missouri Department of Higher Education and Workforce Development.
- (g) The Contractor shall not utilize any WIOA funds to co-purchase equipment without prior written approval of the Full Employment Council.
- (h) Each Contractor shall perform a cost or price analysis in connection with every procurement action, including contract modification. The method and degree of analysis depends on the facts surrounding the particular procurement and pricing situation.
- (i) The agency and its subrecipients shall have **written** protest procedures to handle and resolve disputes relating to their procurement. Such procedures shall be consistent with the complaint and grievance procedures issued by Missouri Department of Higher Education and Workforce Development and any additional required procedures of the awarding entity. A protester shall exhaust all administrative remedies with the subrecipient before pursuing the protest at a higher level. Violation of law will be referred for action to the Department of Labor, Office of the Inspector General and other appropriate local and state authorities having proper jurisdiction.
- (j) The Contractor shall comply with 2 CFR Part 200.322 regarding procurement of recovered materials.

**SEC. 126**

**PROPERTY MANAGEMENT STANDARDS**

For any purchase of equipment of at least \$250, the Contractor must notify the Full Employment Council so that the item may be included on the Full Employment Council's inventory.

In the event of termination of this Contract, title to all equipment, supplies and other personal or real property purchased in whole or in part with funds provided under this Contract or under similar contracts which preceded it shall vest with the Full Employment Council unless otherwise specified by the Full Employment Council.

When the equipment is no longer needed or the project is terminated, whichever comes first, the Contractor shall request disposition instructions from the Full Employment Council. The Contractor shall meet the State Missouri Department of Higher Education and Workforce Development regulations for property management. The Contractor shall be responsible for all property purchased with WIOA funds and shall return them to the FEC on demand.

**SEC. 127**

**FIDELITY BONDING**

Prior to initial disbursement of funds to the Contractor, the Full Employment Council shall receive a certificate of insurance or bonding from the Contractor's insurer assuring that all persons handling funds received, deposited or disbursed under the Contract are bonded to provide protection against loss by reason of fraud or dishonesty for the duration of the Contract. The minimum Contractor bonding requirements per individual

shall be \$50,000 for contracts of less than \$500,000 (not to exceed the total contract) or \$100,000 for contracts of \$500,000 or more. In the event that the Contractor is self-insured, the Contractor shall provide evidence of such insurance. Staff who handle mail or assist in the preparation or issuance of checks shall also be bonded.

## SEC. 128

### OTHER INSURANCE

Prior to the initial disbursement of funds, the Contractor shall obtain and provide appropriate evidence to the Full Employment Council of required insurance coverage, to the extent permitted by Missouri law and without waiving sovereign immunity. Required current insurance shall be maintained during the life of the Contract. Evidence of such insurance shall be furnished to the Full Employment Council.

- (a) General Liability Insurance for Contractors Other Than Political Subdivisions of the State of Missouri. The Contractor agrees to provide and maintain throughout the duration of this Contract, insurance of such types and not less than such amounts as specified below:

General Liability insurance including Premises and Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage; and Personal Injury. The minimum amount of coverage shall provide at least \$300,000 single limit coverage for property damage and bodily injury (or its equivalent) and at least \$5,000 per individual and \$25,000 per occurrence for medical payments. The policy shall name the Full Employment Council as additionally insured and a certificate of insurance shall be forwarded to the Full Employment Council. The Contractor shall provide the Full Employment Council with a copy of the policy. If self-insured, the Contractor shall provide evidence of such insurance from the insurance administration.

- (b) Worker's Compensation Insurance. The Contractor agrees to maintain required Workers' Compensation insurance including a "voluntary personnel endorsement" and "employers liability coverage" with a minimum limit of \$500,000 or have an approved self-insurance plan which complies with minimum standards set by the State for all employees and participants employed under the terms of this Contract.

Evidence of insurance coverage may be provided in one of the following forms:

- (1) Certified copy of the original policy document. This copy is to be left on file with the Full Employment Council.
  - (2) Certificate of Insurance to be filed with the Full Employment Council. The evidence of coverage filed must include a ten (10) day mandatory notice to the Full Employment Council in the event of cancellation of the insurance. All evidence submitted is subject to the review and approval of the Full Employment Council as to surety, and to form and legality of the coverage provided. The "voluntary personnel endorsement" is required under this Contract only if volunteers are utilized in the program of the Contractor that is funded in whole or in part under the terms of this Contract.
- (c) Automobile Liability Insurance. The Contractor agrees that any motor vehicle owned, non-owned, hired or leased by the Contractor in the performance of any activity under the terms of this Contract must be covered by liability insurance or an approved self-insurance plan. If covered by an insurance policy, the liability insurance must be in amounts not less than \$100,000 per person, \$300,000 per accident for bodily injury, and \$300,000 per accident for property damage. The Contractor shall name the Full Employment Council as additionally insured and a certificate of insurance shall be forwarded to the Full Employment Council. The Contractor shall provide the Full Employment Council with a copy of the policy. If self-insured, the Contractor shall provide evidence of such insurance from the insurance administration.
- (d) Indemnification. The Contractor shall defend and indemnify, hold, protect and save the U.S. Department of Labor, the State, and the Full Employment Council

and any and all of its officers and employees harmless from and against any and all actions, suits, proceedings, claims and demands, loss, liens, cost, expense and liability, or any kind or nature whatsoever for the bodily injury, illness, or death of persons or other damages to or losses to property (including property owned by the Full Employment Council) and from all other claims whether in equity or in law asserted by others, which may be brought, made, filed against, imposed upon or sustained by the Full Employment Council, its officers, employees, licensees, WIOA participants and applicants, and that may, in whole or in part, arise from or be attributable to or be caused directly or indirectly by (i) any act or omission of the Contractor, its officers, agents, employees, subcontractor persons, corporations, partnerships, or any other entity; (ii) any violation of law, ordinance or governmental regulations or order of any kind; or (iii) the performance by the Contractor, its officers, agents, employees, or subcontractors regarding this Contract.

Insurance coverage specified above shall be provided in support of these indemnification requirements. However, failure to have insurance protection for any indemnification requirement shall not relieve the Contractor of any responsibility heretofore provided and accepted by the Contractor. The Full Employment Council shall not incur any obligation of any kind for said failure.

**SEC. 129                    REPORTING CRIMINAL ACTIVITY, ABUSES, AND ACCIDENTS**

The Contractor assures that it shall perform this agreement in conformance with safeguards against fraud and abuse as set forth by the State, the U.S. Department of Labor and the Act and Regulations. The Contractor agrees to notify the Full Employment Council in writing of suspected fraud, abuse or criminal activity within twenty-four (24) hours of knowledge thereof.

Theft or damage to property on loan to the Contractor shall be reported to local law enforcement agencies within two hours of discovery of such act and to the Full Employment Council within twenty-four (24) hours.

The Contractor's assurance of on-site medical and accident insurance does not preclude the Contractor from providing written notification of such incident which involves staff, participants and/or property of the program provided for by this Contract within twenty-four (24) hours of the occurrence.

**SEC. 130                    DEBARMENT/SUSPENSION PROCEDURES**

The Contractor shall implement and operate debarment/suspension procedures as issued by the Full Employment Council and any amendments or revisions thereto, which by this reference are incorporated herein and made a part hereof as if fully rewritten. The Contractor shall further notify its subcontractors of the applicability of this paragraph to all of the Contractor's subcontractors. The Contractor and its subcontractors retain potential audit liability for any monetary amounts in the event Federal regulations are violated.

The Contractor by signature of this Contract, certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions is made in accordance with Debarment/Suspension procedures as issued by the Full Employment Council and any amendments or revisions thereto, which by this reference are incorporated here to and made a part hereof as if fully rewritten.

**SEC. 131                    DIRECT AND INDIRECT COSTS**

The Contractor shall adhere to the definitions of direct and indirect costs contained in 29 CFR 92.22 (b) or other applicable regulations, along with any guidance from Missouri Department of Higher Education and Workforce Development regarding determining

costs applicable to WIOA issued by the Missouri Department of Higher Education and Workforce Development Financial Manual.

**SEC. 132**

**ASSIGNMENT OF REFUNDS, REBATES, AND CREDITS**

The Contractor shall adhere to the following requirements:

- (a) Assign, transfer, set over and release to the Full Employment Council, all rights, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising out of the performance of this Contract, together with all the rights of action accrued or which may hereafter accrue thereunder.
- (b) Agree to take whatever action necessary to effect prompt collection of all such refunds, rebates, credit or other amounts (including any interest thereon) due or which may become due, and to forward promptly to the Full Employment Council any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Full Employment Council and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.
- (c) Agree to cooperate with the Full Employment Council as to any claim at suit in connection with such refunds, rebates, credits, or other amounts due (including any interest thereon): to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit the Full Employment Council, Inc., to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

**SEC. 133**

**PROHIBITION AGAINST DUPLICATION**

The Contractor shall not use funds provided under WIOA to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State, or local sources, unless it is demonstrated that the WIOA funded alternative services or facilities would be more effective or more likely to achieve performance goals.

**SEC. 134**

**OVERSIGHT**

- (1) The Contractor shall conduct and document oversight to ensure compliance with the procurement standards, in accordance with the requirements of 20 CFR 627.475.
- (2) The Contractor shall maintain a contract administration system that ensures that the Contractor and subcontractors perform in accordance with the terms, conditions, and specification of their contracts or purchase orders.

**SEC. 135**

**MODIFICATION**

- (1) The Full Employment Council may at any time, by written order, and without notice to the sureties, in any, make changes within the general scope of this Contract in any one or more of the following:
  - (a) Description of services to be performed;
  - (b) Time of performance (i.e., hours of the day, days of week, etc.); and
  - (c) Place of performance of the services.

If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Full Employment Council shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule; and (2) other affected terms, and shall modify the Contract accordingly in writing, signed by all parties. Until this modification is made, the Contractor shall not be obligated to perform or to incur costs beyond the point established in the limitation of this Contract.

- (2) This Contract shall be amended or modified only in writing, signed by all of the parties hereto.

The Contractor assures it shall comply with any changes, revisions, clarifications or amendments to the Act and/or related applicable federal, state, local, or Full Employment Council's policies and issuances. Such changes shall become effective upon receipt from the Full Employment Council. **The Contractor shall notify the Full Employment Council in writing within fourteen (14) calendar days of such receipt if it cannot or will not so comply.** The Contractor understands that inability to so comply may be cause to terminate or suspend unearned payments under the Contract.

**SEC. 136 INACCURATE COST DATA**

The Full Employment Council shall have the right to a price adjustment for this Contract to exclude any significant sum by which the price was increased in the procurement process because the Contractor submitted data that were not accurate, complete, or current as certified.

**SEC. 137 CONTRACT EXTENSION**

The Contract shall not bind nor purport to bind the Full Employment Council for any contractual commitment in excess of the original contract period. Any decision regarding the desire, need, or ability to renew the Contract for any extended period of time, rests solely with the Full Employment Council.

**SEC. 138 REPORTING**

The Contractors shall submit reports as required by the Full Employment Council.

**SEC. 139 AUDIT CLAUSE**

All contractors that receive WIOA funds are subject to audit. Those agencies which conduct an agency wide single audit must submit a copy of the audit report to the Full Employment Council within thirty (30) days after receipt of the audit reports. All audit reports must present financial information revenue and expenditures in sufficient detail to allow for reconciliation to expenditure reports submitted to the Full Employment Council.

**SEC. 140 STAND-IN COSTS**

The recipient may use "stand-in" costs as substitutes for otherwise unallowable costs. Costs charged to stand-in costs should be incurred for the operation of the WIOA program and paid with non-WIOA funds. These expenditures must be reported on a monthly basis during the program period. Stand-in costs should be maintained in the books of account and be auditable like other WIOA expenditures. The costs should be from the same title, cost category and funding period as the cost that they are proposed to replace.

**SEC. 141 SALARY AND BONUS LIMITATIONS**

In compliance with Public Laws 110-5 and 109-234, none of the funds appropriated in Public Law 110-5, Public Law 109-149 or prior Acts under the heading 'Employment and Training' that are available for expenditure on or after June 15, 2006, shall be used by a recipient or 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, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment & Training Administration programs. See Training and Employment Guidance Letter number 5-06 for further clarification.

**SEC. 142 NON-LABOR INVOLVEMENT**

- A. Union Activities
  - 1. No funds under the Act shall be used in any way to assist, promote, oppose, or deter unionization.
  - 2. No individual shall be required to join a union as a condition for enrollment in a program in which only institutional training is provided, unless such institutional training involves individuals employed under a collective bargaining agreement which contains a union security provision.
  - 3. Nothing in this section shall prevent an employer from checking off union dues or service fees pursuant to applicable collective bargaining agreements or State law.
- B. Labor Disputes Involving Work Stoppage
  - 1. No job seeker may be placed into, or remain working in, any position which is affected by labor disputes involving a work stoppage. If such a work stoppage occurs during the grant period, job seekers in affected positions must: (1) be relocated to positions not affected by the dispute, (2) be suspended through administrative leave, and (3) where job seekers belong to the labor union involved in the work stoppage, be treated in the same manner as any other union member except such members must not remain working in the affected position. Contractor shall make every effort to relocate job seekers who wish to remain working, into suitable positions unaffected by the work stoppage.
  - 2. No person shall be referred to or placed in an on-the-job training position affected by a labor dispute involving a work stoppage and no payments may be made to employers for the training and employment of job seekers in on-the-job training during the periods of work stoppage.

**SEC. 143**

**SECTARIAN INVOLVEMENT PROHIBITED**

- A. Contractor shall ensure that no funds under this Contract are used, either directly or indirectly in the support of any religious activity, worship, or instruction.
- B. No job seekers shall be engaged in the construction, operation or maintenance of that part of any facility, which is used or will be used for religious instruction or as a place of religious worship.
- C. Places of religious worship such as a church or a chapel shall not be used as work sites for customers.

**SEC. 144**

**DRUG-FREE WORKPLACE RULE**

Contractor assures and guarantees that it will or continue to provide a drug free workplace as follows and in accordance with the Drug Free Workplace Act of 1988 (41 U.S.C. 8101 et seq.), 2 CFR Part 182, and 29 CFR Part 94:

- A. Contractor shall publish a statement notifying employees and customers that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace/training site and specifying the consequences of any such employee violation.
- B. Contractor shall establish a drug-free awareness program to inform employees and customers of the dangers of drug abuse in the workplace, Contractor's policy of maintaining a drug-free workplace/training site, availability of counseling, rehabilitation, and employee assistance programs, and penalties which may be imposed for drug abuse violation.

- C. Contractor shall give a copy of the policy statement to each of Contractor's employees and customers engaged in the performance of activities under this Contract.
- D. Contractor shall notify the employees and customers in such statement that as a condition for employment or participation in training under this Contract, the employee and or customer will abide by the terms of the statement and notify, in writing, Contractor of any conviction or violation of a criminal drug statute in the workplace/training site no later than five (5) calendar days after the conviction.
- E. Contractor agrees to take disciplinary action against any employee or customer convicted for violation of any criminal drug statute in the workplace/training site or requires participation in a drug abuse assistance or rehabilitation program in the case of an employee only.
- F. Contractor further assures that it will notify the Board; in writing, within five (5) calendar days, of any criminal drug statute violation by a Contractor employee or customer.

**SEC. 145                    ADDITIONAL COMPLIANCE ASSURANCES**

Contractor shall comply with the applicable requirements of 2 CFR Part 200, et al.; 2 CFR Part 2900; the Privacy Act of 1974; the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law (P.L.) 101-166; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255); the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616); the Public Health Service Act of 1912 (42 U.S.C. 290 dd.2); Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.); the National Research Service Award Act of 1974 (P.L. 93-348); the Laboratory Animal Welfare Act of 1966 (P.L. 89-544); the Consolidated Appropriations Act of 2014 (P.L. 113-235); Department of Labor Special Requirements for Conferences and Conference Space; Presidential Executive Orders 13333, 13043, 13513, 12928, and 13166; Missouri Governor Executive Order 04-09; Training and Employment Guidance Letter 37-14; the Consolidated and Further Continuing Appropriations Act (P.L. 113-235); the Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.); the Federal Property Management Regulations (41 CFR 102-76); the Uniform Federal Accessibility Standards (36 CFR 1191); and 15 U.S.C. 2225a.

**SEC. 146                    EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

Pursuant to RSMo §285.530.1, the Contractor assures that it and its subrecipients do not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the Contractor and its subrecipients shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with RSMo sections 285.525 to 285.550, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with is direct subcontractor who violates subsection 1 of RSMo section 285.530, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation and the contractor or subcontractor

receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

**SEC. 147 ENFORCEABILITY**

If the Contractor or one of its subrecipients fails to comply with applicable federal and state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.

**SEC. 148 PRODUCT**

The Contractor retains full rights and privileges of free use for any products (inventions, patents, copyrights, computer programs, data and databases, reports, studies, and other real or intangible property) produced, directly or indirectly by funds provided under this Contract. Such rights are as applicable to the entity.

The Federal Government reserves a paid-up nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under this Contract, including any subcontract under this Contract; and ii) any rights of copyright to which the Contractor or its subrecipients purchases ownership under an award (including but not limited to curricula, training models, technical assistance products and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise.

Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted materials, although they may be used to pay costs for obtaining a copy which was limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with contracted funds, including intellectual property, these revenues are program income. Program income is added to the project and must be expended for allowable project activities. If applicable, the following needs to be on all products developed in whole or in part with contracted funds:

*“This workforce solution was funded by a grant awarded by the **WIOA**. The solution was created by the grantee and does not necessarily reflect the official position of the **U.S. Department of Labor**. The **U.S. Department of Labor** makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability or ownership. This solution is copyrighted by the institution that created it. Internal use by an organization and/or personal use by individuals for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner.”*

**SEC. 149 PROGRAM REPORTING REQUIREMENTS**

The Contractor and its subrecipients shall comply with **WIOA** Program Reporting Requirements and Certification.

**SEC. 150 BUY AMERICAN**

In accordance with **WIOA**, the Contractor assures that it and its subrecipients will not use **WIOA** funds for a project for the construction, alternation, maintenance or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The Contractor understands that this



requirement may only be waived by the applicable federal agency in limited situations as set out in **WIOA**.

#### **SEC. 151 WAGE RATE REQUIREMENTS**

In accordance with **WIOA**, the Contractor assures that it and its subrecipients shall fully comply with said section in that notwithstanding any other provision of law and in a manner consistent with other provisions of **WIOA**, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the federal government pursuant to **WIOA** shall be paid wages at rates no less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon Act), the Copeland "Anti-Kickback" Act, 40 USC §276c and 18 USC §874 , which precludes a contractor or subcontractor from inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment and requires the contractor and subcontractor to submit a weekly statement of the wages paid to each employee performing on covered work during the preceding payroll period and complies with Contract Work Hours and Safety Standards Act (40 U.S.C. Sec. 327-333). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

#### **SEC. 152 WHISTLEBLOWER PROTECTION**

In accordance with **WIOA**, the Contractor assures that it and its subrecipients shall fully comply with said section, including, but not limited to, assuring that its employees will not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the federal government or any representative thereof, the State of Missouri, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury any information that the employee reasonably believes is evidence of: 1) gross mismanagement of a contract or grant relating to **WIOA**; 2) a gross waste of **WIOA** funds; 3) a substantial and specific danger to public health or safety related to the implementation or use of **WIOA** funds; 4) an abuse of authority related to the implementation or use of **WIOA** funds; or 5) a violation of law, rule, or regulation related to this Contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to **WIOA** funds. In accordance with **WIOA** the Contractor assures that it and its subrecipients shall post notice of the rights and remedies provided in **WIOA**.

#### **SEC. 153 INSPECTION OF DOCUMENTS**

In accordance with **WIOA**, the Contractor assures that it and its subrecipients will cooperate with any representative of the State of Missouri, Comptroller General or appropriate inspector general appointed under §3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.) in the examination of its records that pertain to, and involve transactions relating to this Contract and agrees that it and its personnel can be interviewed by said entities regarding this Contract and related program.

#### **SEC. 154 VETERANS' PRIORITY PROVISIONS:**

This program, funded by the U.S. Department of Labor is 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 veteran must meet the program's eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5-03 (September 16, 2003) provided general guidance on the scope of the veterans priority statute and its effect on current employment and training programs.

**SEC. 155**

**ACCESS TO CONTRACTOR'S RECORDS**

FEC, any subgrantee, the Office of Inspector General of the United States, Comptroller General of the United States, or any other duly authorized representatives, shall have access to and the right to examine all records, any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, copies and transcription; and Contractor will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives. Reasonable access to personnel for purposes of interviews and discussions related to such documents shall be permitted.

**SEC. 156**

**MAINTENANCE OF RECORDS**

Contractor shall maintain all required records for three (3) years after FEC or any subgrantee makes final payment and all other pending matters are closed. The records shall be sufficient enough to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.