

**BIDDERS: Read and acknowledge adherence to the following policies by signing Page 7. Include (only) the signed Page 7 (Certification Form) in your proposal submission. DO NOT include pages 1-6.**

## **CERTIFICATIONS**

### **A. Assurances**

1. Ensure that auditable and otherwise adequate records are maintained to support the eligibility of all WIOA participants and confirm adherence to specific program requirements and limitations. The local Board will require that WIOA Contractors adhere to their established monitoring procedures for ensuring program compliance with federal regulations.
2. That it will exclusively use the statewide/regional brand name for the Statewide workforce development system when it becomes available in lieu of traditional workforce development language in the marketing and delivery of services and programs;
3. That it will consistently identify individual programs and activities in user-friendly terms, rather than bureaucratic lingo;
4. That it will designate appropriate job titles for staff who work with WIOA participants and detailed job descriptions will be available for each job title. These job titles will consistently be used with external customers;
5. That it will maintain customer files according to Local Area policies and guidance and adhere to data validation expectations;
6. That it will fully comply with the requirements of the Workforce Innovation and Opportunity Act all federal regulations issued pursuant to the Act; the NC Five-Year Strategic Plan; the NC Division of Workforce Solutions; and local Board policies;
7. That it will administer the program in full compliance with safeguards against fraud and abuse as set forth in the law and regulations; that no portion of its program will in any way discriminate against, deny benefits or employment to, or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, disability, or political affiliation, or any other non-relevant factor;
8. That it will house all WIOA Contractor staff at the Center(s) of each county for which it receives a contract, and will accept all associated Center roles and responsibilities;
9. That it will operate the program in full compliance with health and safety standards established under state and federal law and that conditions of employment and training will be appropriate and reasonable in light of such factors as the type of work, geographical area, and proficiency of the participant;
10. That ineligible applicants will be referred to other appropriate services, including the core services available at the Center;

11. That other resources will be exhausted prior to using WIOA funds;
12. That all participants employed by the program who are not covered under state workers' compensation laws and all participants enrolled in classroom training shall be provided with adequate on-site medical/accident insurance;
13. That all individuals in subsidized jobs shall be paid a rate no less than the applicable State or local minimum wage law.
14. That all WIOA customers participating in on-the-job training activities or individuals employed in other activities under the Workforce Innovation and Opportunity Act be compensated at the same rates, including periodic increases and working conditions, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills and such rates shall be accordance with applicable law as referenced in the Act at Section 181 (a). In no event shall the wage be less than the applicable State or local minimum wage law;
15. That no participant will be employed to fill a job opening when any other person is on layoff from same or equivalent job, or when employer terminates the employment of any regular employee or otherwise reduces its workforce with the intention of filling vacancies with WIOA participants. No funds may be used to create promotional lines that infringe upon any current promotional opportunities as referenced in Section 181 (b)(2)(3);
16. That no WIOA funds will be used for contributions on behalf of any participant to retirement systems or plans; to impair existing contracts for services for collective bargaining agreements; to assist, promote, or deter union activities; or to displace any currently employed worker;
17. That reports to the local Board or its staff will be provided in a timely fashion, as requested;
18. That all requested information will be keyed into the client management information system(s) *NCWorks Online* in accordance with state and local policy, both in terms of content and timeframe expectations.
19. That eligibility verification will be completed and documented in accordance with federal, state, and local policy;
20. That participant loans will not be made from WIOA funds;
21. That total project costs will not exceed the amount agreed upon during contract negotiations and included in contracts;
22. That it will coordinate training site visits by the Workforce Development Area Board staff and Workforce Development Board members on request and will fully cooperate with

monitoring reviews and other site visits by any representative of the Workforce Innovation and Opportunity Act ;

23. That employees paid from WIOA funds will not participate in sectarian religious activities in the execution of their job duties;
24. That WIOA-paid staff will abstain from displaying partisan political literature in work environments and that it will comply with other provisions of the Hatch Act, which limits political activity of employees paid from government funds, including WIOA;
25. That it will, in carrying out the contract, refrain from activities involving either actual or the appearance of conflict of interest pursuant to NC-GS-234/local Board policy;
26. That it will adhere to the North Carolina records retention policy and all WIOA financial and programmatic records (including customer files) will be maintained by each Contractor for a minimum of five years from the date of the 13th Month Invoice/Financial Closeout Reports submitted in August.
27. That it will have an annual single audit performed in accordance with current federal regulations and that upon receipt of completed audit, Contractor will submit a copy to the Workforce Development Area within thirty days unless a longer period is agreed to;
28. That it will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352);
29. That it will comply with the nepotism provisions as they relate to federally funded programs;
30. That it will comply with the Immigration Reform and Control Act of 1986 by completing & maintaining on file an I-9 form for each participant receiving WIOA wages;
31. That it will comply with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (PL 91-646) which requires fair and equitable treatment of persons displaced as a result of federally assisted programs;
32. That the organization is not debarred, suspended, proposed for debarment, or declared ineligible from participation in this project;
33. That it does not use federal funds for lobbying purposes (29 CFR Part 93). If lobbying has occurred utilizing funds other than federal funds, the Contractor agrees to file a disclosure report, if applicable;

For grants, contracts, and subcontracts in excess of \$100,000, or where the NC Division of Workforce Solutions has determined that orders under an indefinite quantity agreement in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 USC 1319 (c)) and is listed by the Environmental Protection Agency or is not otherwise exempt, the operator assures that (1) no facility to be utilized in the performance of the proposed grant is on the EPA List of Violating Facilities; and (2) prior

to award, it will notify the Division of the receipt of any communication from the Director of Federal Activities, USEPA, indicating that a facility to be used for a contract is under consideration to be listed.

34. That no funds described in Section 129 or Section 134(a) will be used to develop or implement education curricula for school systems in the state as referenced in Section 129(b)(4)/Section 134(a);
35. That no WIOA Funding will be used for sectarian activities in accordance with Section 667.266 and Section 188(a)(3). (Both revised by Federal Register Volume 69, Number 132, Monday, July 12, 2004 Rules and Regulations);
36. That no WIOA funds will be used to encourage or induce the relocation of a business as referenced in Section 181 (d)(1);
37. That no WIOA funds will be used for customized or skill training and related activities after the relocation of a business until after 120 days as referenced in Section 181(d)(2);
38. That no WIOA funds will be used for employment generating activities, economic development activities and similar activities that are not directly related to training for eligible individuals as referenced in Section 181(e);
39. That no WIOA funds will be used for foreign travel as referenced in Section 181(e);
40. That no WIOA funds will be used to duplicate services available in the area as referenced in Section 195(2);
41. That participants will not be charged fees for placements or referrals as referenced in Section 195(5).
42. That no WIOA financial assistance will be provided to any program that involves political activities as referenced in Section 195(b) and the Contractor agrees to comply with the provisions of the Hatch Act;
43. That all WIOA participants and WIOA funded staff are aware of grievance procedures.
  - A. The Contractor assures and certifies that the Contractor has in place an established grievance procedure to be utilized for grievances or complaints about its program and activities from participants/enrollees.
  - B. The Contractor will comply with the provisions of the Hatch Act, which limits the political activity of certain State and local government employees and enrollees in federally funded programs.
  - C. The Contractor will comply with NC-GS-234, which prohibits public officials and employees from having a personal interest in any contract to which s/he is also a party in an official capacity.

D. The Contractor assures and certifies that it will comply with applicable provisions of the following laws as they relate to employment and training procedures:

The Drug Free Workplace Act	The Davis-Bacon Act
The Immigration Reform Act	Child Labor Laws
The American's with Disabilities Act	The Fair Labor Standards Act

E. Policies. It is expected that your organization will conform with the local Board's policies for:

- Customer Rights, Benefits and Complaint Procedures (Grievance)
- Classroom Training Policy
- Work Experience Policy
- WIOA Procurement Policy
- OJT Policy
- Supportive Services

You are not required to submit documentation/proof of insurance, bond, etc., with this proposal response. However, by signing this certification, you understand that, if awarded, the Contractor is expected to provide all applicable documentation referenced this RFP.

## **B. Statement of Compliance**

I hereby certify that:

1. The proposer is duly approved to submit this application requesting funding under the Workforce Innovation and Opportunity Act .
2. The proposer does hereby agree to execute all work related to this application in accordance with the WIOA Grant, the North Carolina Division of Workforce Solutions policies, local Board policies and guidelines, and other administrative requirements issued by the Governor of North Carolina. The vendor shall notify the local Board within 30 calendar days after issuance of any amended directives if it cannot so comply with the amendments; and
3. The proposer will ensure special efforts to prevent fraud and other program abuses, such as but not limited to, deceitful practices, intentional misconduct, willful misrepresentation and improper conduct which may or may not be fraudulent in nature; and
4. The contents of the application are truthful and accurate and the above named vendor agrees to comply with the policies stated in this application; and
5. This application represents a firm request subject only to mutually agreeable negotiations; and
6. The proposer is in agreement that the local Board reserves the right to accept or reject any proposal for funding; and
7. The proposer has not been debarred or suspended from receiving federal grants, contracts, or assistance; and that if awarded a contract for the service, assures that no subcontracts, grants or assistance will be made, or permitted to any debarred or suspended organization as provided under Executive Order 12549; and
8. The proposer has read and can provide Assurances 1-43E inclusive.

## **C. Certificate Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion**

### **a) Lower Tier Covered Transactions**

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

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

**b) Instructions for certification-lower tier transactions.** By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.

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

**D. Certification Form – SUBMIT THIS PAGE WITH APPLICATION**

This is to certify that all specifications contained in the Regional Partnership Workforce Development Board Request for Proposal for WIOA Adult & Dislocated Services and in the local Board's Addendum have been read, understood, and addressed in the proposal; that the required format has been followed; that all of the information contained in this proposal is true and correct; that the Contractor organization will comply with all of the above assurances and certifications described under XV. Certifications (including but not limited to Assurances (1-43E inclusive), Statement of Compliance, and Certificate Regarding Debarment); and that this proposal has been duly authorized by the governing body of the Contractor organization.

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Contractor Organization

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Name of Authorized Representative

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Title of Authorized Representative

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Signature

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Date