

PUBLIC NOTICE

The Full Employment Council, Inc. (FEC) will receive Proposals for the following:

Title I – Out-of-School Youth Dropout Recovery Program Workforce Innovation and Opportunity Act (WIOA) Program For the Kansas City & Vicinity Workforce Development Board Through the Full Employment Council, Inc. (FEC), Managing Entity/Fiscal Agent

The Full Employment Council is requesting proposals from qualified firms to provide an **Out-of-School Youth Dropout Recovery Program** for the Kansas City & Vicinity Workforce Development Board American Job Center. Copies of the RFP may be obtained at: the Full Employment Council, 1740 Paseo Blvd., Kansas City, MO 64108 or downloaded at www.kcvworks.org. **A pre-bid conference will be held via Zoom on Monday, December 30, 2024 at 2:30 pm.** Questions regarding the RFP can be emailed to tblair@feckc.org or mlong@feckc.org. All proposals shall be emailed to planningdepartment@feckc.org and must be received no later than 5:00 PM (Local Time) on Monday, **January 13, 2025**. Providers are directed to enter “**BID ENCLOSED- For Out of School Youth Dropout Program**” in the subject line of the email. Any proposals received after the Deadline for Receipt of Proposals date shall not be considered. Only inquiries regarding the successful receipt of the proposal may be sent to mlong@feckc.org. Upon receipt of Provider proposals, each Provider shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve Providers of any obligation in respect to this RFP.

This request for proposal is not to be construed as a contract or commitment of any kind. The Full Employment Council reserves the right to reject any or all proposals, to take any or all proposals under advisement, or to accept any proposals as may be deemed in its interest as meeting the standards of best and lowest proposal.

It is the policy of the Full Employment Council not to discriminate in access to, or employment in, its programs and activities for any unlawful reason, such as race, color, national origin, sex, age, religion, or disability in Violation of the Civil Rights Act of 1991 and applicable regulations.

EOE/AA/M/F/V/ADA/E-VERIFY EMPLOYER

KANSAS CITY & VICINITY-RFP YOUTH

REQUEST FOR PROPOSALS

FOR

KANSAS CITY & VICINITY

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
TITLE I YEAR-ROUND YOUTH (ages 16-24) PROGRAMS
Out-of-School Youth

Funding Amount: \$100,000

Number Served: 55

Pre-Proposal Conference **December 30, 2024 at 2:30 PM**

Proposal Deadline: **January 13, 2025 at 5:00 PM**

Issued by:

KANSAS CITY & VICINITY WORKFORCE DEVELOPMENT BOARD (WDB)

Full Employment Council, Inc. (FEC)/ Managing Entity/Fiscal Agent

1740 Paseo Blvd.

Kansas City, MO 64108 (816) 471-2330

The Full Employment Council is an Equal Opportunity Employer/Program.
Auxiliary aids and services are available upon request to individuals with disabilities.
All voice telephone numbers may be reached by persons using TTY/TDD equipment via the Missouri Relay Service at 711.

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I. PURPOSE

The Full Employment Council, Inc. (FEC), a private, nonprofit Missouri corporation, Fiscal Agent, and Grant Recipient for Title I WIOA (Workforce Innovation and Opportunity Act) funds, and the American Job Center for the Kansas City & Vicinity Local Workforce Development Board, is releasing this Request for Proposals (RFP) in its capacity as the Fiscal Agent and American Job Center for Title I Workforce Innovation and Opportunity Act activities. The Workforce Development Board decides how funds are administered and how programs will be managed under the Workforce Innovation and Opportunity Act in order to meet the goals outlined in its Workforce Innovation and Opportunity Act Plans.

The Workforce Innovation and Opportunity Act was enacted to reform Federal job training programs and to create a new comprehensive workforce investment 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. One of the key principles of the WIOA system is improved youth programs, defined as “programs linked more closely to local labor market needs and community youth programs and services, and with strong connections between academic and occupational learning.”

“Youth programs include activities that promote youth development and citizenship, such as leadership development through voluntary community service opportunities; adult mentoring and follow-up; and targeted opportunities for youth living in high poverty areas.”

This Request For Proposal (RFP) is soliciting services for the Full Employment Council as the managing/fiscal agent on behalf of the Workforce Development Board, for Year-Round Youth Program for Kansas City & Vicinity for January 1, 2025 ending December 31, 2025. Proposers may propose for eligible youth between the ages of 16-24 years of age the youth program providing the full range of the required fourteen elements or may propose a youth program that incorporates a combination of the required components. Note that some elements must be offered in combination with certain elements to ensure continuity and consistency of service. Proposers offering the full range of elements must ensure the provision of all fourteen elements either provided in-house or through a referral process. Proposers must specifically identify the referral or partner agencies or organizations and develop and submit an MOU or MOA, describing the scope of services that will be provided, how the partner will provide the element and how the participant will access the required element.

II. TIMELINES

1. PRE-BID CONFERENCE

There will be a Pre-Bid Conference via Zoom at 2:30 pm on December 16, 2024.

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The purpose of the pre-bid conference is to respond to technical questions posed by those submitting proposals. Technical questions regarding the RFP may be submitted in writing after the Pre-Bid Conference.

- 2. START AND END DATES** January 1, 2025 and ending December 31, 2025 dependent upon the award of Federal funds. Based on funding availability and performance agreements can be renewed up to three (3) years.

- 3. DUE DATE FOR PROPOSALS**

All proposals shall be emailed to planningdepartment@feckc.org and must be received no later than **5:00 PM** (Local Time) Monday, **January 13, 2025**. Providers are directed to enter “**BID ENCLOSED- For Out of School Youth Dropout Program**” in the subject line of the email. Any proposals received after the Deadline for Receipt of Proposals date shall not be considered.

- 4. TENTATIVE AWARD DATE**

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 and Opportunity Act legislation or its regulations occur.

- 5. FUNDING LEVELS AND PERFORMANCE STANDARDS**

Funding is for services to residents of Kansas City & Vicinity. The funding amount is \$100,000 to serve a minimum of 55 out-of-school youth.

PERFORMANCE STANDARDS FOR OUT-OF-SCHOOL YOUTH
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Out of School Youth Outcomes	(Ages 16-24)
1. Cumulative Served/enrolled	100%
2. Measurable Skills Gains	80%
3. Attainment of Degree or Certificate	80%
4. Connect Participant to FEC for Work Experience	20%
5. 12-month follow-up following program completion	100%
6. Enroll in post-secondary or join the military	70%

III. PROGRAM SCOPE

1. PURPOSE

The purpose of this RFP is to solicit Workforce Innovation and Opportunity Act Activities for economically disadvantaged out-of-school youth in the Kansas City & Vicinity area.

The Workforce Innovation and Opportunity Act requires that the purpose of WIOA funds for youth activities include 14 program elements:

- Tutoring, study skills and drop-out prevention
- Drop-out recovery services
- Un-paid work experiences
- Education, Credential and Program Completion
- Leadership Development/Community Service Learning
- Support Services
- Adult Mentoring
- Follow-up Services
- Comprehensive Guidance and Counseling
- Financial Literacy and Education
- Entrepreneurial skills development
- Labor Market Information
- Post-Secondary Education Transition Support
- Recruitment and Outreach
- Program Orientation
- Enrollment
- Objective Assessment (OA)
- Individual Service Strategy
- Comprehensive Case Management
- Documentation of Student Progress and Follow-up

B. GENERAL PROGRAM REQUIREMENTS

All proposals must be for *year-round* services to youth. There will be two components of the program; proposers may propose to do one or both components.

1. Proposers may propose Out of School Drop-Out Retrieval programs project that incorporate Alternative Schools: assist youth with obtaining a High School diploma or HiSET, remediation, Financial Aid Workshop, prepare post-secondary educational opportunities, including FAFSA, Mentoring, Leadership Development, connect with Summer Youth Employment project, and Youth individual level skills. If proposers do not have an AEL site in their area they must have a HiSET certified instructor.
2. Proposers may propose out-of-school high-school graduate program project that incorporates peer-based class size cohorts targeting at least two of the five in

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demand sectors: Information Technology, healthcare, manufacturing, business services, and warehouse/logistics. Other sectors can be targeted if it is demonstrated by letters of commitment from the sector employers that they are high growth sectors in your region willing to hire. The occupational skills training must lead to a state approved credential or industry recognized certification, combined with wrap around job search, tutoring, mentoring and leadership development.

In addition, all service providers must comply with the following:

- a. **Recruitment and Outreach:** The Proposer will recruit applicants, for the program to meet the performance standards of this contract. Participants will be recruited through community-based outreach activities and distribution of brochures conducted by the Proposer. The Proposer will recruit participants from its current programs with emphasis on those most able to complete and benefit from the AEL program and placed to employment, or post-secondary job training programs. The Proposer is responsible for identifying participants for work experience. The contracted goal is 22 customers completing Work Experience for the contract period.
- b. **Intake:** The Proposer shall provide intake services including testing; assessment of skill levels, interests, aptitudes, complete Objective Assessment, and abilities and need for supportive services; provision of labor market information; information about the programs available; and, general orientation to the WIOA Youth program. The Proposer shall utilize Talify to assess clients' interests and aptitudes.
- c. **Eligibility Determination:** The Full Employment Council shall determine eligibility for the program based upon submitted documentation in accordance with the WIOA youth eligibility criteria and shall maintain documentation of eligibility.
- d. **Objective Assessment:** The Proposer must complete an Objective Assessment that evaluates the strengths, talents and abilities of a Youth and uncovers any barriers to their active participation in the Youth program and workforce. The OA should inform the counselor of the category of the services the Youth will need, and it is utilized to develop the ISS. The OA must include an evaluation of these elements: Basic Skills, Occupational Skills, Prior Work experience, Employability, Interests, Aptitudes, Supportive Service needs and Developmental needs (see DWD Issuance: 13-2019 updated 09/23/2021).
- e. **Individual Service Strategy:** The Proposer will develop an Individual Service Strategy (ISS) in MOJOBS for all students to document progress and will update them at least monthly. The ISS should identify

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a career pathway based on the participant's training and employment goals, and it should be linked to one or more of the performance indicators.

- f. **Client Enrollment:** FEC is the Fiscal Agent and thus the Proposer will be responsible for submitting completed participant eligibility files to the FEC Quality Assurance Committee for approval. FEC in conjunction with the individual proposer shall be responsible for assuring that customers meet the minimum enrollment standards for the Contractor's program. Proposer is responsible for submission of file to Admissions/Quality Assurance Committee prior to service delivery. MOJOBS and Apricot systems (following Issuance No. 2017-013, Entering Outcomes Data into MOJOBS and Apricot Systems and Obligation Processing). All participant files will be submitted by the proposer to the Admissions/Quality Control Committee for approval. All files must be approved through the Admissions/Quality Control Committee before any services are provided other than eligibility and Objective Assessment.
- g. **Comprehensive Case Management:** The Proposer must develop an ISS jointly between the career counselor and the Youth participant. It is a plan designed to meet the Youth's specific training and employment goals. The Youth's OA is utilized when developing the ISS, and all youth needs and barriers that are identified in the OA must be addressed on the ISS. An ISS is a dynamic document and should be amended when educational or career goals are altered, or the Youth participant's circumstances warrant a change (see DWD Issuance: 13-2019 updated). The ISS should identify a career pathway based on the participant's training and employment goals, and it should be linked to one or more of the performance indicators. Case Management services shall also include identification of support service needs. Progress reviews shall be completed every 30 days in the MOJOBS Case Notes to evaluate and document the extent to which the customer is achieving short-term and long-term goals and overcoming identified barriers. Progress reviews shall document counseling services and shall include skill attainment, customer problems and recommend solutions, and accomplishments related to academic performance, including literacy/numeracy gains, credentials attained, and program completion. Progress reviews shall be completed more frequently when needed to assist customers in resolving program-related problems. The Proposer shall enter progress review and program services information in the MOJOBS System. Student interests shall be identified at the outset of services. The Contractor shall also ensure each customer has an updated resume in the MOJOBS system.
- h. **Performance Standards.** Service providers must agree to meet performance standards negotiated prior to the awarding of a contract. These measures are determined by the Full Employment Council once they are negotiated by USDOL and the Missouri Department of Workforce Development. **Attachment**

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1 lists the Performance Measure standards. WIOA provides five indicators of performance for the WIOA youth program.

- i. **Documentation of Student Progress and Follow-up:** The Contractor will be responsible for updating the customers' Individual Service Strategy (ISS) during the period the customers are in the Contractor's program, and for 12 months following the customer's exit from the program. Follow-up information must be entered in MoJobs and submitted to the FEC each month and is due the 5th of the month following the reporting period. Follow-up information during the 12-month period must also include the participant's educational status and verification of enrollment in post-secondary education if enrolled in post-secondary education, employment status, and earnings data, if employed. Documentation is required for educational and employment placement to ensure credit for credentials.
 - a. **Follow-up Activities for Out-of-School Youth include:**
 - **Supportive Services:** Linkages to community services; assistance with transportation costs; assistance with childcare and dependent care costs; assistance with housing costs; referrals to medical services; and assistance with uniforms or other appropriate work attire and work-related tool costs, including such items as eyeglasses and protective eye gear.
 - **Work-Related Follow-up Activities:** Regular contact with a youth participant's employer, including addressing work-related problems that arise; formation of job clubs to offer ongoing support and training; assistance in securing better-paying jobs; career development and further education; work-related peer support groups; and tracking the progress of the youth's employment and training.
 - b. **Follow-up Activities for all Youth include:**
 - Job shadowing;
 - A youth career exploration activity organized at the contractor's site;
 - Periodic, scheduled group meetings or one-on-one meetings to discuss educational or career options;
 - Use of technology to explore websites and facilitate communication;
 - Periodic telephone calls to inform youth of ongoing activities such as job fairs or other career activities;
 - Adult mentoring and tutoring;
 - Leadership development activities;
 - Exposure to post-secondary educational opportunities;
 - Community service-learning;
 - Peer-centered activities, including peer mentoring and tutoring;
 - Organizational and teamwork training, including team leadership training;
 - Training in decision-making, including determining priorities;
 - Citizenship training, including life skills training such as parenting, work behavior training and budgeting of resources; and

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- Positive social behavior training, including positive attitudinal development, self-esteem building, cultural diversity training, work simulation activities, as well as other soft skills training during school hours.

A. OUT-OF-SCHOOL YOUTH PROPOSALS

1. ELIGIBILITY CRITERIA FOR OUT-OF-SCHOOL YOUTH, AGES 16-24– NO INCOME REQUIREMENT NEEDED

- Not attending any school
 - Attending Title-II funded AEL, Job Corps, YouthBuild activities, high school equivalency programs, or dropout re-engagement programs are not recognized by DOL as schools. Participants in these activities are considered Out-of-School
 - Exception: Youth attending high school equivalency (HSE) programs, including those considered to be dropout re-engagement programs funded by the public K-12 school system that are classified by the school as still enrolled in school are considered In-School Youth (ISY)
- 16-24 years of age
- At least one of these Barriers:
 - A High School Dropout
 - Supposed to be in school but did not attend the last calendar quarter (Compulsory Attendance)
 - Offender or Homeless or a runaway
 - Foster child, or aged out of foster system
 - Pregnant or parenting

2. ELIGIBILITY CRITERIA FOR OUT-OF-SCHOOL YOUTH, AGES 16-24 – INCOME REQUIREMENT NEEDED

- Not attending any school
 - Attending Title-II funded AEL, Job Corps, YouthBuild activities, high school equivalency programs, or dropout re-engagement programs are not recognized by DOL as schools. Participants in these activities are considered Out-of-School
 - Exception: Youth attending high school equivalency (HSE) programs, including those considered to be dropout re-engagement programs funded by the public K-12 school system that are classified by the school as still enrolled in school are considered In-School Youth (ISY)
- 16-24 years of age
At least one of these Barriers below:
Low Income High School Graduate who has one of the barriers below:
 - Basic Skills Deficient
 - Low Income High School Graduate who is English Language Learner
 - Long-term unemployed for twenty-six (26) weeks with unsuccessful job search

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- Little if any exposure to successfully employed adults
- Has been fired from a job in the last six (6) months
- Has below average grades
- Previously dropped out of an educational program
- Significant personal or family problems
- Limited access to reliable transportation, i.e. public transportation is beyond one walkable mile from residence
- Is an individual who is a first-generation college student
- Is a child of an incarcerated parent
- Is placed at least one grade level behind given age
- Individual with a disability

Note: Income must be annualized based on 180 days. Guidelines for income eligibility are featured in Table 1 below.

TABLE 1
ECONOMICALLY DISADVANTAGED (Adults and Youth)

Family Size	Kansas City Area Income
1	\$15,060
2	\$20,440
3	\$25,820
4	\$31,200
5	\$36,580
6	\$42,277

Note: For each additional family member add \$6,128

3. **FUNDING LEVELS**

Funding is for services to residents of Kansas City & Vicinity, Missouri. Funding is contingent upon an allocation from the U.S. Department of Labor. The 2025 Kansas City & Vicinity WIOA Out-of-School Youth allocation is \$100,000.00, with a minimum of 55 youth being served.

4. **PERFORMANCE STANDARDS AND FEC GOALS**

The Department of Labor is using evidence-based programming. As such, the FEC will be doing the same. All outcomes must occur during the timeframe of the grant. **Attachment 1** lists the Performance Measure standards.

Youth Performance Standards	FEC Goal
Cumulative Served/Enrolled	55
Measurable Skills Gains	80%
Attainment of Degree or Certificate	80%
Youth who participate in Work Experience	20%
Obtain placement in employment, post-secondary, Military	70%
12-month follow-up following program exit	100%

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WIOA provides five indicators of performance for the WIOA youth program. The performance standards are the same for both high school drop-out youth and out-of-school graduate program youth.

All youth must have a placement in education, military or employment.

5. PROPOSED ACTIVITIES AND SERVICES

Proposals to Serve Out-of-School Youth All Proposers who propose to serve out-of-school youth must include tutoring, study skills training, and instruction leading to completion of Secondary School, including drop-out retrieval strategies. *Basic skills goals must be attained within 12 months of the first day of participation.* This activity should be designed to improve the educational achievement of youth who are basic skills deficient at the time of WIOA registration. (Basic Skills Deficient is defined as a high school dropout or having test Skill Developments one or more grade levels below 9th grade reading or math or language). Proposed basic skills activity descriptions can include linkages with local public schools, ABE/GED/Literacy sites, on-line remediation or alternative schools. The description should explain how the Proposer plans to stress educational achievement and increase literacy levels for youth between the ages of 16-24 who are basic skills deficient. The results of this activity should lead to attainment of Measurable Skills Gain and Credential performance measure gain. The youth participant must demonstrate through post-test that he/she has advanced one or more educational levels beyond the level in which he/she was initially placed at pre-test.

80% of service levels and expenditures must be for out-of-school youth. Proposers may propose projects designed for multiple cohorts of 10-15 youth. Projects must be cohort based.

Types of proposals: There will be two program components; proposers may propose to do one or both components.

1. Proposers may propose Out of School Drop-Out Retrieval programs that incorporate Alternative School: assist youth with obtaining a High School diploma or HiSet, remediation, Financial Aid Workshop Prepare Post Secondary Educational Opportunities, including FAFSA, Mentoring, Leadership Development, and connect with Summer Youth Employment project.
2. Proposers may propose an out-of-school graduate program project that incorporates peer-based class size cohorts targeting at least two of the five in-demand sectors: Information Technology, healthcare, manufacturing, business services, and warehouse/logistics. Other sectors can be targeted if it is demonstrated by letters of commitment from the sector employers that they are high-growth sectors in your region. The occupational skills training must lead to a state-approved certificate or degree or industry-recognized certification, combined with a wraparound job search, tutoring, mentoring, leadership development, and job placements.

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14 ELEMENTS OF YOUTH SERVICES

Proposers must provide all 14 elements of youth services directly or in partnership with other agencies, as demonstrated with a MOU for the services to be provided.

6. **OTHER ACTIVITIES:** *Proposers will be required to complete all of the activities listed under “Other Activities.”*

Youth Employment Plan/Service Strategies: Procedures that record assessed conditions, plan needed activities, and document achievements of youth participants so that they might progress toward their educational and employment goals.

Comprehensive Guidance and Counseling/Career Readiness Training: Services designed to benefit youth by addressing career, personal and educational needs. The developmental and sequential counseling activities will be designed to assist youth in acquiring knowledge and skills in career planning, knowledge of self and others, and educational and vocational development. Local, state, and national career and labor market information will be used to facilitate the youths’ career planning process. Networking among youth programs, business, labor and post-secondary institutions will also assist youth with career planning.

- **Supportive Services:** Services such as transportation and provision of uniforms, tools, and equipment necessary to enable a youth to participate in activities authorized under and consistent with Title I of WIOA. Post-employment services may also be provided to ensure success at the work site. Proposers are encouraged to develop a network of existing supportive service providers. Additional supportive services may include clothing, temporary shelter, family planning services, legal aid, emergency food, and heating and cooling assistance. Supportive services are to be provided in accordance with the FEC policies.
- **Follow-up Case Management Services:** Regularly scheduled informational and workplace counseling contact with participants who have exited the program. Follow-up should be for not less than 12 months after the date of exit. Follow-up services for youth may include supportive services, employer services, further career and/or educational development, peer support, mentoring, tutoring, and progress tracking.

V. PROPOSAL WRITING INSTRUCTIONS

A. SUBMISSION REQUIREMENTS

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All proposals shall be emailed to planningdepartment@feckc.org and must be received no later than 5:00 PM (Local Time) Monday, **January 13, 2025**. Providers are directed to enter “**BID ENCLOSED- For Out of School Youth Dropout Program**” in the subject line of the email. Any proposals received after the Deadline for Receipt of Proposals date shall not be considered. The proposing Provider bears the risk of delays in delivery. 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 6**. Late proposals will not be considered.

Applications must be single-spaced and shall not exceed 10 pages (one side only, 8” x 11”), exclusive of Attachments. The proposal summary does not count toward the page limit. The Budget is considered to be part of the Attachments to the proposal. A font size of at least 12 is required.

B. PROPOSAL COVER SHEET

Provide a one-page cover sheet that summarizes the proposal. Use **Attachment 7** as the one-page cover sheet.

C. PROPOSAL NARRATIVE

- 1. PROJECT DESCRIPTION:** Describe the strategy for integrating allowable activities under the Workforce Innovation and Opportunity Act into a year-round plan to serve youth. Indicate your plan to serve out-of-school youth, the number of youth to be served, and the activities to be provided for youth. Describe in detail the training and services to be provided, including the proposed length of the proposed activities.

TABE Pre- and Post-Tests: Describe how the TABE test for out-of-school Youth will be administered and the post-test frequency. The Pre-test is administered to a participant within 60 days following the date of participation, and the Post-test is administered to a participant at regular intervals during the program.

Be specific about how out-of-school will be recruited. Describe the staffing, equipment, and facilities needed for this project and how transportation will be provided. Describe the procedures that will be used to obtain feedback from participants.

Describe the strategy for integration of allowable activities under the Workforce Innovation and Opportunity Act into a year-round plan to serve youth. Indicate whether you are planning to serve out-of-school youth, the

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number of youth to be served, and the activities to be provided to youth. Describe in detail the training and services to be provided, including the proposed length of the proposed activities. The following activities may be proposed for out-of-school youth: career readiness training, classroom occupational skill training, or reading and math remediation. Reading and math remediation or work readiness training may be proposed for in-school youth.

Supportive Services: Describe the supportive services to be provided to the youth by the proposer.

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

Specifically, address project goals and measurable objectives and indicate how the proposed program will assist in achieving WIOA performance standards. (See **Attachment 1**).

4. DEMONSTRATED EFFECTIVENESS BASED ON PREVIOUS PERFORMANCE

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 (**Attachment 2**).

Provide a brief overview of the organization, including the date and place of incorporation, the services presently and previously provided, and a description of the population to be served.

Describe the types of employment and training programs presently or previously provided for out-of-school youth in the past two years and the program outcomes, including the number served compared to the number planned to be served. Describe your record as a previous WIOA provider and the program outcomes (credentials achieved, job placements, post-secondary education enrollments and military placements). List references or attach letters from parties that can attest to your effectiveness in serving this population.

Include an **organization chart** which identifies all staff assigned to this project and shows how this project fits into the overall organization.

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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.

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. 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 in **Attachment 9**. Service providers are required to plan, control and report expenditures against the line item budgets.

Note: State the number of staff to be charged to this project. Include job titles, brief job overviews, and the percentage of time to be devoted 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, e.g. counselors, in which case an average salary times the number of counselors may be reported.

All costs must be described. 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.

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

6. ORGANIZATIONAL PARTNERSHIP DEVELOPMENT.

Describe the extent to which the organization will partner with other organizations to develop a comprehensive youth development program. 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.*) Proposers funded will also be required to sign a Memorandum of Understanding with FEC and to meet quarterly with other youth service providers to ensure consistency in procedures and a comprehensive youth development system.

7. PROGRAM PLANNING SUMMARY.

A program planning summary (PPS) must be completed for each program component to reflect monthly and year-to-date enrollments and participant outcomes. A Program Planning Summary is included as **Attachment 8**.

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 & Vicinity Workforce Development Board. 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 youth in similar programs and activities; past performance, both program and fiscal; understanding of and commitment to meeting goals and objectives of the Kansas City & Vicinity Workforce Development Board; and offeror's demonstration of understanding and commitment to continuous improvement in youth programs.

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.** 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 on the distribution of program services among jurisdictions which best meet the needs of the Workforce Development Area.

Evaluation Criteria

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Program Design and Plan of Operation

40 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

35 Points

Demonstrates ability to meet performance goals and objectives; documents successful experience in program operation related to the requirements of the RFP; **demonstrates successful experience in serving out-of-school youth and as a previous WIOA provider and provide references as to such;** 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

15 points

Shows how costs are derived; demonstrates necessity and reasonableness of proposed costs; identifies non-WIOA funds (Community Service Block Grants, TANF, private funds) where appropriate; includes appropriate cost categories. Identifies extent to which WIOA funds are leveraged with other resources to provide extended and comprehensive adult services. Identifies both in-kind and cash contributions to the project. Describes how required program components are being implemented through in-kind contributions. Includes the provision of supportive services to adults.

Complies with RFP Requirements

10 points

Includes required supporting documents Submits signed Offeror's Assurances.

VII. **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 of the Workforce Innovation and Opportunity Act, 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

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- 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.
 - (10) The contractor shall follow:
 - (a) Equal Employment Opportunity practices, and not engage in:
 - (i) discrimination against any individual on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief; (ii) subject any individual to discrimination on such grounds or
 - (iii) denying employment to any individual on such grounds.
 - (b) 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

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regard to race, color, religion, sex, national origin or condition or physical or mental disability, provided, however, in the instance of a disabled person, that the person's disability does not prevent that person from doing the job that person would be hired to perform.

- (c) 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.
- (d) 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.
- (e) The FEC 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 FEC shall have the authority to impose such sanctions as are necessary to end the discrimination in accordance with Section 164 of the Act. The Contractor shall further notify its subcontractor, if any, of the applicability of this paragraph to all the Contractor's subcontractors.

VIII. Equal Opportunity Employment Policy

This is to notify you that FEC is an Equal Employment Opportunity (EEO) employer. We are subject to Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA) of 1974, as amended and Section 503 of the Rehabilitation Act of 1973, as amended. These regulations require that we engage in Equal Opportunity Employment practices in the employment of females, minorities, veterans and qualified individuals with disabilities.

ATTACHMENT 1

WIOA PERFORMANCE STANDARDS FOR YOUTH

Performance Indicators	
Five Primary Indicators of Performance	Detail
A-1. <u>Title I Youth Education and Employment Rate - 2nd Quarter After Exit</u>	The percentage of title I Youth program participants who are in education or training activities, or in unsubsidized employment, during the second quarter after exit from the program.
B-1. <u>Title I Youth Education and Employment Rate - 4th Quarter After Exit</u>	The percentage of program participants who are in education or training activities, or in unsubsidized employment, during the fourth quarter after exit from the program.
C. <u>Median Earnings - 2nd Quarter After Exit</u>	The median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program
D. <u>Credential Attainment</u>	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
E. <u>Measurable Skill Gains</u>	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. Depending on the type of education or training program, documented progress is defined as one of the following: <ul style="list-style-type: none"> . Documented achievement of at least one educational functioning level of a participant who is receiving instruction below the postsecondary education level; . Documented attainment of a secondary school diploma or its recognized equivalent;

	<ul style="list-style-type: none">. Secondary or postsecondary transcript or report card for a sufficient number of credit hours that shows a participant is meeting the State unit's academic standards;. Satisfactory or better progress report, towards established milestones, such as completion of OJT or completion of one year of an apprenticeship program or similar milestones, from an employer or training provider who is providing training; or. Successful passage of an exam that is required for a particular occupation or progress in attaining technical or occupational skills as evidenced by trade-related benchmarks such as knowledge-based exams.
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ATTACHMENT 2

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

PART III

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

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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 Economic Development, Division of 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 days 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 the 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 Department of Economic Development, Division of 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, Department of Economic Development, Division of 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, terminee, 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.
- (g) 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 Economic Development, Division of 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 for at least \$5,000.00 should have written approval from the Department of Economic Development, Division of 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 the Department of Economic Development, Division of 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 Department of Economic Development, Division of 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 Department of Economic Development, Division of Workforce Development regarding determining costs applicable to WIOA issued by the Division of Workforce Development in the Division of 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: 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.

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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 veteran's 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.

I hereby certify that I have read, understand, and will comply with the terms and conditions of this contract:

Name and Title of Authorized Representative for Contractor

Signature Date

ATTACHMENT 3

**PY20 WORKFORCE INNOVATION AND OPPORTUNITIES ACT (WIOA)
ASSURANCES**

ASSURANCES

1. The Subrecipient assures that it and its subrecipients shall expend funds provided by the Annual Agreement in accordance with the Workforce Innovation and Opportunity Act (WIOA) regulations; United States Department of Labor (USDOL) and the Department of Higher Education and Workforce Development (DHEWD), Office of Workforce Development (OWD) guidance, rules, regulations, policies and procedures, manuals, and desk aids; and all other applicable federal, state, or local laws.
2. The Subrecipient and its subrecipients must register in the System for Award Management (SAM) database at <https://sam.gov/portal/S1\1\1/#1>, and failure to maintain an active registration at all times during the pendency of the Annual Agreement may result in withholding cash and future agreements. In order to register in SAM, a valid Dun and Bradstreet Data Universal Numbering System (DUNS) Number is required. See www.dnb.com.
3. The Subrecipient assures that it and its subrecipients shall establish in accordance with the WIOA (Pub.L. 113- 128, as amended) Section 184, fiscal control and fund accounting procedures that may be necessary to ensure the proper disbursement of and accounting for funds made available by the Annual Agreement.
4. The Subrecipient assures that it and its subrecipients shall comply with 2 CFR. Part 200, et al., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards including, but not limited to, Appendix II to 2 CFR Part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards", and 2 CFR Part 2900, USDOL Exceptions to 2 CFR Part 200, for funds made available by the Annual Agreement.
5. The Office of Management and Budget memorandum (M-18-18), issued on June 20, 2018, increased the threshold for micro-purchases under Federal financial assistance awards from \$3,500 to \$10,000 and the threshold for simplified acquisitions under Federal financial assistance awards from \$100,000 to \$250,000. The threshold increases were effective for all Employment and Training (ETA) grantees as of October 1, 2018. The Subrecipient should carefully review the above-referenced memorandum and make any necessary updates to their financial and administrative policies, procedures, and systems as a result of these threshold increases.
6. Pursuant to 2 CFR 200.400(g), non-Federal entities may not earn or keep any profit resulting from Federal financial assistance, except as authorized by WIOA Section 121(d)(2)(B) for One-Stop Operators or service providers that are for-profit entities.
7. The Subrecipient assures that it and its subrecipients receiving WIOA funds shall provide services through the Local Workforce Development Area Local Plan that are consistent with the WIOA Missouri Combined State Plan (or as modified).
8. Pursuant to 2 CFR 683.100 et. Seq., the Subrecipient shall assure that it and its subrecipients shall not expend funds provided under WIOA for those activities identified as being prohibited.

9. The Subrecipient assures that it and its subrecipients shall comply with the confidentiality requirements of WIOA Section 116(i)(3), Performance Accountability System, Fiscal and Management Accountability Information Systems, Confidentiality, and 2 CFR 200.303(e), Internal Controls.
10. The Subrecipient assures that it and its subrecipients shall not use funds received under WIOA to displace any currently employed employee or previously laid off employee from the same or substantially equivalent job in accordance with WIOA Section 181(b)(2)(A), Requirements and Restrictions, Labor Standards, Displacement, Prohibition.
11. The Subrecipient assures that it and its subrecipients shall not use funds received under WIOA to assist, promote, or deter union organizing in accordance with WIOA Section 181(b)(7), Requirements and Restrictions, Labor Standards, No Impact on Union Organizing.
12. The Subrecipient assures that it and its subrecipients shall minimally monitor annually and resolve monitoring findings of subrecipients receiving funds under WIOA. Such monitoring shall be done in accordance with WIOA Section 184(a)(4), Fiscal Controls; Sanctions, Establishment of Fiscal Controls by States, Monitoring, 2 CFR 200.328, Monitoring and Reporting Program Performance, and 2 CFR 200.331, Requirements for Pass-through Entities, and additional requirements as issued by OWD.
13. No funds may be expended by an entity unless the entity agrees that in expending the funds, it will comply with sections 8301 through 8303 of Title 41, United States Code (commonly known as the "Buy American Act"). See WIOA Section 502-Buy American Requirements.
14. Pursuant to Pub. L 115-141, Division H, Title I, Section 109, additional language will be applied to the Fair Labor Standards Act of 1938 in the "Maximum Hours Worked" section. This language specifically related to occurrences of a major disaster (as designated by the State or Federal government) and shall apply for a period of two (2) years afterward.
15. Conferences sponsored in whole or in part by Subrecipients or their subrecipients are allowable if the conference is necessary and reasonable for the successful performance of the Federal Award. Subrecipients and their subrecipients are urged to use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR 200.432, Conferences. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.
16. The Subrecipient agrees that it and its subrecipients shall ensure fees paid to a consultant who provides services under a program shall be limited to seven hundred, ten dollars and zero cents (\$710.00) per day (representing an eight (8) hour workday). Any fees paid in excess of this amount cannot be paid without prior written approval from the OWD. This only applies to non-formula funded activities.
17. Domestic travel costs by the Subrecipient or their subrecipients are allowable if the travel is necessary, reasonable, allocable, and conform to the entity's written policies and procedures. All travel must comply with Fly America Act (49 USC 40118), which states in part that any air

transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a US Flag air carrier if service provided by such carrier is available.

The Subrecipient assures that it and its subrecipients shall comply with the mileage reimbursement rate requirements of 2 CFR 200.474(a). The Subrecipient and its sub-recipients shall have policies and procedures in place related to travel costs. Reimbursements made on a mileage basis must not be charged more than the maximum allowable mileage reimbursement rates. Mileage rates must be checked annually at www.gsa.gov/mileage to ensure compliance.

No funds provided under the Annual Agreement shall be used for foreign travel.

18. The Subrecipient ensures that it and its subrecipients shall require all One-Stop partner programs, including all programs that are funded under title I of WIOA to contribute to the infrastructure costs and certain additional costs of the One-Stop delivery system in proportion to their use and relative benefits received as required in 20 CFR 678.700 and 678.760. While Native American programs established under WIOA section 166 are not required to contribute to infrastructure costs per WIOA 121(h)(2)(D)(iv), they are strongly encouraged to contribute as stated in Training and Employment Guidance Letter (TEGL) No. 17-16. The sharing allocation of infrastructure costs between One-Stop partners is governed by WIOA section 121(h), WIOA's implementing regulations, and the Federal Cost Principles contained in the Uniform Guidance at 2 CFR Part 200 and USDOL's exceptions at 2 CFR Part 2900. The Federal Cost Principles state that a partner's contribution is an allowable, reasonable, necessary, and allocable cost to the program and is consistent with other legal requirements.
19. No funds provided under the Annual Agreement shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself. Nor shall funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government. These prohibitions shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
20. The Subrecipient and its subrecipients must recognize and safeguard personally identifiable information (PII) except where disclosure is allowed by prior written approval of the Grant Officer or by court order. The Subrecipient and its subrecipients must meet the requirements in

TEGL No. 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII), located at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872.

21. The Subrecipient and its subrecipients must ensure that no funds made available under a Federal Act may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 83S(b) of the Homeland Security Act of 2002 (6 U.S.C. 395(b)) or any subsidiary of such an entity. Waivers to this regulation may be granted by the Secretary of Labor, if the Secretary determines that the waiver is required in the interest of national security.

22 Nondiscrimination and Equal Opportunity

Note: This particular assurance (portions of which are duplicated elsewhere in other assurances) is applicable to the extent that the program activities are conducted as part of the One Stop Delivery System (See 29 CFR 38.2).

As a condition to the award of financial assistance from the USDOL under Title I of WIOA, the Subrecipient assures that it and its subrecipients shall comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- (1.) Section 188 of WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;
- (2.) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;
- (3.) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (4.) The Age Discrimination Act of 1975, as amended, prohibits discrimination on the basis of age; and (5.) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Subrecipient and its subrecipients also assures that as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the Subrecipient's operation of WIOA Title I-financially assisted program or activity, and to all agreements the Subrecipient makes to carry out the WIOA Title I-financially assisted program or activity. The Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.

The assurance is considered incorporated by operation of law in the grant, cooperative agreement, contract or other arrangement whereby Federal financial assistance under Title I of WIOA is made available, whether it is explicitly incorporated in such document and whether there is a written agreement between the Department and the recipient, between the Department and the Governor, between the Governor and the recipient, or between recipients. The assurance also may be incorporated in such grants, cooperative agreements, contracts, or other arrangements by reference.

23. The Subrecipient assures that it and its subrecipients shall not use Federal funds to enter into or renew a contract that includes a provision for drug coverage unless the contract includes a provision for contraceptive coverage, pursuant to Pub. L. 115-141, Division E, Title VII, Section 726. Exemptions to this requirement apply to contracts with 1) the religious plans of Personal Care's HMO and OSF HealthPlans, Inc. and 2) any existing for future plans if the carrier for the plan objects to such coverage on the basis of religious beliefs.

Any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptive because such activities would be contrary to the individual's religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion-related services.

24. The Subrecipient assures that it and its subrecipients shall comply with the Privacy Act of 1974 (Pub. L. 93-579, as amended). These funds cannot be used in contravention of 5 U.S.C. 552a, Records Maintained on Individuals, or regulations implementing that section.
25. The Subrecipient assures that it and its subrecipients shall comply with the requirements of the Americans with Disabilities Act of 1990 (Pub. L. 101-336, as amended) and the Americans with Disabilities Act Amendments Act of 2008 (Pub Law 110-325) and associated Code of Federal Regulations as applicable to the entity directly or indirectly as recipients of contracted funds from the State of Missouri.
26. The Subrecipient assures that it and its subrecipients shall comply with the Drug Abuse Prevention, Treatment, and Rehabilitation Act (Pub. L. 92-255, as amended), relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (Pub. L. 91-616, as amended), relating to nondiscrimination on the basis of alcohol abuse or alcoholism; the Public Health Service Act (42 U.S.C. 290dd-1, Admission of Substance Abusers to Private and Public Hospitals and Outpatient Facilities, and 42 U.S.C. 290dd-2, Confidentiality of Records, as amended), relating to discrimination in program eligibility and confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other non-discrimination statute(s) which may apply to the application.
27. The Subrecipient assures that it and its subrecipients shall comply with the Requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

(Pub.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

28. The Subrecipient assures that it and its subrecipients shall comply with provisions of the Hatch Act, as amended, (5 U.S.C. Chapter 15, Political Activity of Certain State and Local Employees, and 5 U.S.C. Chapter 73, Subchapter III, Political Activities, Sections 7324-7326), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
29. The Subrecipient assures that it and its subrecipients shall comply as applicable, with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148), as supplemented by 29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non Construction Contracts Subject to the Contract Work Hours and Safety Standards Act); the Copeland Anti-Kickback Act (18 U.S.C. 874, Kickbacks from Public Works Employees, and 40 U.S.C. 3145, Regulations Governing Contractors and Subcontractors), as supplemented by 29 CFR Part 3, Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States; and the Contract Work Hours and Safety Standards Act (Pub.L. 87-581, as amended at 40 U.S.C. Chapter 37, Contract Work Hours and Safety Standards), regarding labor standards for federally assisted construction subagreements.
30. The Subrecipient assures that it and its subrecipients shall comply as applicable with the Flood Insurance Purchase Requirements of Section 102(A) of the Flood Disaster Protection Act of 1973 [Pub. L. 93-234, as amended at 42 U.S.C. 4012a(a), Flood Insurance Purchase and Compliance Requirements and Escrow Accounts, and supported by 44 CFR 59.2] which require recipients in a special flood hazard area to participate in the National Flood Insurance Program and to purchase flood insurance for any acquisition or construction purposes involving federally rated financial assistance.

The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one (1) year of the identification. The flood insurance purchase requirement applies to both public and private applicants for USDOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by the Federal Emergency Management Agency (FEMA).

31. The Subrecipient assures that it and its subrecipients shall comply with Environmental standards that may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (Pub.L. 91-190) and Presidential Executive Order (EO) 11514 (March 5, 1970), Protection and Enhancement of Environmental Quality; (b) notification of violating facilities pursuant to EO 11738 (September 10, 1973), Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans; (c) protection of wetlands pursuant to EO

11990 (May 24, 1977), Protection of Wetlands; (d) evaluation of flood hazards in flood plains in accordance with EO 11988 (May 24, 1977), Floodplain Management; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451et. seq.); (f) confinity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (Pub. L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973,as amended, (Pub. L. 93-205).

32. The Subrecipient assures that it and its subrecipients shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
33. The Subrecipient assures that *it* and its subrecipients shall assist OWD in assuring compliance with Section 106 of the National Historic Preservation Act (Pub. L. 89-665), as amended at 54 U.S.C. 306108, Effect of undertaking on Historic property, and EO 11593 (May 13, 1971), Protection and Enhancement of the Cultural Environment.
34. The Subrecipient assures that it and its subrecipients shall comply with The National Research Service Award Act of 1974 (Pub. L. 93-348) regarding the protection of human subjects involved in research, development, and related activities supported by the Annual Agreement.
35. The Subrecipient assures that it and its subrecipients shall comply with the Laboratory Animal Welfare Act (Pub. L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm- blooded animals held for research, teaching, or other activities supported by the Annual Agreement.
36. Pursuant to Pub. L. 115-141, Division H, Title I, Section 105, none of the funds appropriated under the heading "Employment and Training" 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. The Executive Level II salary may change yearly and is located on the OPM.gov website <http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wagcs/2019/executive-senior-level>. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330, Subrecipient and Contractor Determinations. 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 No. 5-06 for further clarification available at <http://wdr.doleta.gov/directives/ICorr/doc.cfm?DOCN=2262>.
37. Pursuant to Pub.L. 115-141,Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all recipients receiving Federal funds shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal funds unless the prior approval of the OWD is obtained and unless they clearly state:

- the percentage of the total costs of the program or project which will be financed with Federal money;
- the dollar amount of Federal funds for the project or program; and
- percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

The requirements of this part are separate from those in the 2 CFR Part 200 and, when appropriate, both must be complied with.

38. Pursuant to Pub. L. 115-141, Division E, Title VII, Section 746, the Subrecipient and its subrecipients may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding twenty-four (24) months.
39. Pursuant to Pub. L. 115-141, Division E, Title VII, Section 745, the Subrecipient and its subrecipients may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporations that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
40. Pursuant to Pub. L. 115-141, Division H, Title V, Section 522, funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.
41. Pursuant to Pub. L. 115-141, Division E, Title VII, Section 739, grant funds may not be used for the purposes of defraying the costs of a conference held by any Executive branch department, agency, board, commission, or office unless it is directly and programmatically related to the purpose for which the grant or contract was awarded.
42. Pursuant to Pub. L. 115-141, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by USDOL prior to December 18, 2015. USDOL has identified these goods and services here: <http://www.dol.gov/ilab/reports/child-labor/list-of-products/index-country.htm>
43. Pursuant to Pub. L. 115-141, Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or

abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

44. Pursuant to Pub. L. 115-141, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.
45. Pursuant to Pub. L. 115-141, Division H, Title V, Sections 506 and 507, Federal Funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion is due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds may be provided to a State or local government if such government subjects any institutional or individual healthcare entity to discrimination on the basis that the healthcare entity does not provide, pay for, provide coverage of, or refer for abortions.
46. Pursuant to Pub. L. 115-141, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.
47. Pursuant to Pub. L. 115-141, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.
48. The Subrecipient assures that it and its subrecipients shall comply with EO 13333 (March 16, 2004), Amending Executive Order 13257, To Implement the Trafficking Victims Protection Reauthorization Act of 2003. This agreement may be terminated without penalty if the grantee or any subgrantee, or the Subrecipient or any subrecipient engages in: "(i) severe forms of trafficking in persons; (ii) the procurement of a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect; (iii) the use of forced labor in the performance of the grant, contract, or cooperative agreement; or (iv) acts that directly support or advance trafficking in persons." (22 U.S.C. § 7104(gJ))
49. Pursuant to EO 13043 (April 16, 1997), Increasing Seat Belt Use in the United States, the Subrecipient and its subrecipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

50. Pursuant to EO 13513 (October 1, 2009), Federal Leadership on Reducing Text Messaging While Driving, recipients, and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or Government-owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government. Recipients and subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.
51. Pursuant to EO 12928, Promoting Procurement with Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals, historically black colleges and universities, and minority institutions, September 16, 1994, the Subrecipient and its subrecipients are strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.
52. As clarified by EO 13166, Improving Access to Services for Persons with Limited English Proficiency, August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964 (Pub. L 88-352, as amended), Subrecipients and their subrecipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with USDOL's Revised Guidance to Federal Financial Assistance Recipients Regarding the Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (68FR32290, May 29, 2003). Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipients and their subrecipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://lcp.gov>.
53. The Subrecipient assures that it and its subrecipients shall comply with USDOL Training and Guidance Letter (IEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System (May 29, 2015), which prohibits discrimination based on gender identity, gender expression, and sex stereotyping.
54. The Subrecipient and its subrecipients shall comply with The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (41CFR Part 102-76), and the Uniform Federal Accessibility Standards issued by General Services Administration (GSA) (see 36 CFR Part 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements. In

addition, facility signage for persons with disabilities must conform with the U.S. Department of Justice's Americans with Disabilities Act (ADA) Standards for Accessible Design, pursuant to 29 CFR 38.13.

55. Pursuant to 15 U.S.C. 2225a, Fire Prevention and Control, Review, the Subrecipient, and its subrecipients must ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act of 1990 (Pub. L 101-391, as amended). Subrecipients and their recipients may search the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance or to find other information about the Act.
56. The Subrecipient assures that it and its subrecipients shall comply with the Jobs for Veterans Act (JVA; Pub. L. 107-288 (38 USC 4215), as implemented by 20 CFR Part 1010, and USDOL Training and Guidance Letter No. 10-09, "Implementing Priority of Service for Veterans and Eligible Spouses in all Qualified Job Training Programs Funded in whole or in part by the U.S. Department of Labor," November 10, 2009. The JVA requires recipients to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by USDOL. The regulations implementing this priority of service can be found at 20 CFR Part 1010. In circumstances where a grant recipient must choose between two (2) qualified candidates for a service, one of whom is a veteran or eligible spouse, the veteran's priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Recipients must comply with USDOL guidance on veterans' priority. Employment and Training Administration's TEGL No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by USDOL. TEGL No. 10-09 is available at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816.
57. The Subrecipient assures that it and its subrecipients shall comply with 285.530 RSMo, "Employment of unauthorized aliens prohibited-federal work authorization program, requirements for participation in-liability of contractors and subcontractors."
- Pursuant to section 285.530.2 RSMo, the Subrecipient shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein.
 - Pursuant to section 285.530.1, RSMo, neither the Subrecipient nor any subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with section 285.530.5, RSMo, a general contractor or subcontractor of any tier shall

not be liable under sections 285.525 to 285.550, RSMo when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:

- A. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo; and
- B. shall not henceforth be in such violation; and
- C. 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.

- The Exhibit II E-Verify documents shall be completed and returned to the OWD.

58. The Subrecipient assures that it and its subrecipients shall comply with Missouri Governor Executive Order 04-09 (March 17, 2004), which requires vendors to disclose services performed offshore and restricts agencies in awarding contracts to vendors of offshore services. No contract award shall be made to a vendor who contemplates performing work pursuant to the contract at a site outside the United States unless one of the waiver conditions of EO 04-09 is met.

59. By signature of the Annual Agreement, the Subrecipient provides the following Certification regarding Lobbying in accordance with 2 CFR 200.450, Lobbying, and 29 CFR Part 93, New Restrictions on Lobbying, and certifies that to the best of his or her knowledge and belief:

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

- This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by 31U.S.C. 1352, limitation on use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

60. By signature of the Annual Agreement, the Subrecipient provides the following Certification regarding a Drug Free Workplace in accordance with the Drug Free Workplace Act of 1988 (Pub.L. 100-690), 41U.S.C. 8101et seq., Drug-free Workplace, 2 CFR Part 182, Government-wide Requirements for Drug-free Workplace (Financial Assistance), and 29 CFR Part 94, Government-wide Requirements for Drug-free Workplace (Financial Assistance), and certifies that it will or will continue to provide a drug free workplace by:

- (1.) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (2.) Establishing an ongoing drug-free awareness program to inform employees about:
 - A. The dangers of drug abuse in the workplace;
 - B. The grantee's policy of maintaining a drug-free workplace;
 - C. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - D. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3.) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
- (4.) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - A. Abide by the terms of the statement; and
 - B. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- (5.) Notifying the agency in writing within ten (10) calendar days after receiving notice under subparagraph (4)(B) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has

designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(6.) Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (4) (B), with respect to any employee who is so convicted:

- A. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended (Pub. L. 93-112); or
- B. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7.) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).

61. By signature of the Annual Agreement, the Subrecipient provides the following Certification regarding Debarment and Suspension in accordance with 2 CFR Part 180, OMB Guidelines to Agencies on Government- wide Debarment and Suspension (Nonprocurement), and certifies that to the best of his or her knowledge and belief that it and its principals:

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

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the OWD.

ATTACHMENT 4

DEBARMENT CERTIFICATION

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

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

(Before completing certification, read attached instructions which are an integral part of the certification)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Instructions for certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. 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.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which 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 charged circumstances.
4. 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.
5. 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.
6. 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.
7. 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, ineligible, 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.
8. 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.
9. 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.

ATTACHMENT 5

BUSINESS ENTITY CERTIFICATION E-VERIFY

EXHIBIT II
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The contracting agency must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- | |
|---|
| <p><u>BOX A:</u> To be completed by a non-business entity as defined below.</p> <p><u>BOX B:</u> To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.</p> <p><u>BOX C:</u> To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.</p> |
|---|

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (Bid/SFS/Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Workforce Development with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT II, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity
Representative's Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the bidder/contractor must perform/provide each of the following. The bidder/contractor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the bidder's/contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed, at minimum, by the bidder/contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's/contractor's name and company ID, then no additional pages of the MOU must be submitted; AND

- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT II, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed by the bidder/contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted:

(if known)

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

ATTACHMENT 6

REQUIRED ATTACHMENTS TO BE SUBMITTED WITH YOUTH PROPOSAL

REQUIRED ATTACHMENTS TO BE SUBMITTED WITH YOUTH PROPOSAL

1. Proposal Cover Sheet
2. Budget (Attachment 5)
3. Program Planning Summary (Attachment 4)
4. Organization Chart
5. Financial Audit (if not on file with FEC/Fiscal Agent)
6. Job Descriptions of Key Staff
7. Current Certificate of Corporate Good Standing
8. Letter from governing board or other evidence of signatory authority (Copy of organization's by-laws)
9. Grievance Policy or a Statement Adopting the Full Employment Council's Grievance Policy
10. Listing of Board of Directors and Officers
11. Memorandums of Understanding with Partner Agencies

If Selected for Funding: Provide evidence of Fidelity Bonding, General Liability Insurance and E-Verify (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 issuance of the contract.

ATTACHMENT 7

PROPOSAL COVER SHEET

PROPOSAL COVER 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

Geographic Area to Be Served Kansas City & Vicinity _____

Funds Requested \$ _____

Cost Per Participant \$ _____

Number of Clients to be Served _____

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 a contract is awarded. I have read and understand the standards that have been set forth in the General Terms and Conditions for Contracts (Attachment 8) and agree that the controls shall exist and will be met as stated.

AUTHORIZING SIGNATURE

Signature Print or Type Name

TITLE DATE

Buyer

Date

ATTACHMENT 8
PROGRAM PLANNING SUMMARY

ATTACHMENT 9

PROGRAM BUDGET

Agency:

BUDGET

LINE ITEM	AMOUNT	**IN-KIND	TOTAL
Personnel			
Fringe Benefits			
Travel			
Equipment			
Supplies			
Contractual			
Other			
Total Cost			
Note: Please attach a detailed explanation of each line item. Please indicate the source of all in-kind contributions.			

**ATTACHMENT SA
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 TANF 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.

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.

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.
- **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.

Buyer

Date