



KERR-TAR WORKFORCE DEVELOPMENT CONSORTIUM

REQUEST FOR PROPOSAL PROGRAM YEAR 2026-2027

Providing Services to Adults, Dislocated Workers and Employers

Through the Kerr-Tar Workforce Development Board

Integrated One-Stop Delivery System

RFP Release Date: 11/5/25

**Proposal Deadline: 12/19/25
12:00 PM**

*Equal Opportunity Employer/Program
Auxiliary Aids and Services Available upon Request to Persons with Disabilities
Language assistance services are available free of charge to individuals with
Limited English Proficiency*

REQUEST FOR PROPOSALS

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*Budget forms are available in Excel format upon request

**KERR-TAR WORKFORCE DEVELOPMENT CONSORTIUM AND KERR-TAR
WORKFORCE DEVELOPMENT BOARD PROGRAM YEAR 2026 WORKFORCE
INNOVATION OPPORTUNITY ACT ADULT & DISLOCATED WORKER
REQUEST FOR PROPOSAL**

Funding: Workforce Innovation Opportunity Act (WIOA)

Service Area: Kerr-Tar Workforce Development Board
(Franklin, Granville, Person, Vance, and Warren counties)

Target Groups: Job Seekers, Employers, Adults and Dislocated Workers

RFP Release Date: Wednesday, November 5, 2025

RFP Submittal Date: Friday, December 19, 2025 12:00 p.m.

Award Notification Date: On or before Friday, February 20, 2026

Bidder's Conference: Wednesday, November 19, 2025 at 10:00 a.m. at the Kerr-Tar NCWorks Career Center, 826 S. Garnett Street, Henderson, NC 27536. We will make a brief presentation about this request and take questions. Attending the Bidder's Conference is optional.

If you have any questions about this request, please direct them in writing to Kerr-Tar Workforce Development by e-mail at info@kerrtarcog.org.

Part 1: BACKGROUND AND GENERAL INFORMATION

A. Introduction- Kerr-Tar Workforce Development Board

The Kerr-Tar Workforce Development Board is a collaboration of the regions employers, educators, policy makers, and community-based organizations united to bridge the gap between job seekers and companies in need of talent.

Kerr-Tar WDB is an employer-driven, policy-making entity, charged with the distribution of workforce funds that creates a network of programs designed to address critical workforce challenges. The Kerr-Tar WDB works to ensure the efficient use of funds, maximize the system's effectiveness, and improve collaboration. The Kerr-Tar WDB addresses the full workforce development continuum, including pipeline development, recruitment, advancement, and retention and is steadfast in its commitment to leveraging resources and engaging partners primed to drive the Kerr-Tar WDB region with talent.

The Kerr-Tar WDB has a federal mandate to be the lead organization for workforce development planning and to arrange for a system of service delivery that meets the workforce needs of business and the public alike. The Kerr-Tar WDB provides WIOA services in five counties (Franklin, Granville, Person, Vance and Warren counties). Members are appointed by Boards of Commissioners of each county in the region.

As the leading knowledge broker on regional workforce trends, needs, and characteristics, the Kerr-Tar WDB strategically forms economic and community development efforts. The Kerr-Tar WDB's intelligence

drives the collaborative focus on issues including an aging workforce, insufficient pipeline development, high turnover rates, locally produced talent, a diversely sparse labor pool, and scant soft skills among local talent. The Kerr-Tar WDB advises local businesses, non-profits, public entities, and educators on labor market dynamics.

A. Kerr-Tar Workforce Development Board Mission

The Kerr-Tar WDB helps Kerr-Tar businesses expand and thrive through a competitive workforce. Our public and private sector community leaders are regionally focused, locally driven, and dedicated to providing innovative employment and training strategies.

B. Kerr-Tar Workforce Development Board Vision

The Kerr-Tar WDB ensures every business can compete in the global economy with an exceptional workforce that meets and exceeds the demands of the region's growth.

C. Purpose of the Request for Proposal

The Kerr-Tar WDB is issuing this Request for Proposals (RFP) to procure a subrecipient that will provide WIOA Adult and Dislocated Worker services in an Integrated One Stop Delivery System in the Kerr-Tar WDB counties (Franklin, Granville, Person, Vance and Warren counties). The Subrecipient will deliver workforce development services to both job seeker and employer customers as required by this RFP. Selected subrecipients will provide staffing in the region's NC Works Career Centers working directly with staff from the North Carolina Department of Commerce, Division of Workforce Solutions, and the Kerr-Tar Workforce Development Board. Bidders desiring to serve as a contracting organization should note that the following are the principles of the Kerr-Tar WDB Integrated One-Stop Delivery System.

Integrated Service Delivery: The Kerr-Tar WDB Integrated One-Stop Delivery System will provide services through Workforce Innovation Opportunity Act (WIOA), Wagner-Peyser, Trade Adjustment Assistance (TAA), and Veterans Services programs at NC Works Career Centers and satellite facilities. The purpose of this RFP is to identify subrecipients that can provide operation and services through WIOA funding in the context of this integrated environment.

Functional Manager: In the Kerr-Tar WDB Integrated One-Stop Delivery System, functional supervision will play a key role in the operations. To implement this supervisory approach, the NCWorks Career Center will include a Functional Leader who works in tandem with the designated NCWorks Career Center Manager, is directly responsible for day-to-day operational activities in the region, and to serve as liaison to the Kerr-Tar WDB. The Functional Leader will make operational decisions concerning customer flow, deploy staff as necessary to manage the customer flow, and be responsible for the overall quality and effectiveness of the Kerr-Tar WDB Integrated One-Stop Delivery System. The functional supervision recognizes that the contracting organization is considered the employer of record and has internal human resource functions that must be managed within the organization. Please note that the Kerr-Tar WDB will work with each center to identify the Functional Manager and that this may or may not be a member of the approved WIOA subrecipient staff.

Team-Based Staff Deployment: In the Kerr-Tar WDB One-Stop Delivery System, staff will be deployed in functional teams that work together to meet the needs of job seekers and employer customers. The specific functional teams that will operate in each NCWorks Career Center will include a Talent Engagement Team, the Talent Development Team and the Talent Employment Solutions Team. Through this RFP, the Kerr-Tar WDB is seeking subrecipients that can staff these functional teams with high energy, experienced and qualified professional individuals who will deliver high quality services to customers and also have the ability to determine the need for supportive services for employment and training, assessing availability and suitability and identifying resources to meet the customer's needs.

Partners/Coordination/Linkages: The Workforce Innovation Opportunity Act (WIOA) and the Kerr-Tar WDB require partnering and collaboration to deliver the most effective services to have the greatest possible community impact for customers and employers. Having as many partners as possible only strengthens the delivery of services. The approved WIOA subrecipient must sign a Memorandum of Understanding (MOU). The MOU must document at a minimum the following information: a description of what customer services and employer services will be provided by each partner; how cost of services and operating costs of the partnership will be funded; method of referral between partners; duration of memorandum and procedures for amending the memorandum; other provisions as agreed upon by the parties of the MOU; and partnerships/collaborations with other organizations are encouraged. Required partners in WIOA, in addition to Wagner-Peyser and WIOA are Vocational Rehabilitation and Adult Education.

Partners/coordination/linkages ensure customers receive information on the full array of services available to them and referrals to appropriate training and educational programs.

F. Adult and Dislocated Workers (Customers/Job Seekers)

The customer flow will include a first-visit, standardized initial skills assessment, easy access to a wide range of skill development services and the opportunity to improve employment opportunities through skill upgrading, skill validation and credentialing.

The following eligibility rules will apply to all customers enrolled in WIOA Career Services.. Eligibility rules may change based on guideline from DWS and USDOL. All NCWorks Career Center customers (when eligibility permits) will be enrolled in the performance pool of both the WIOA Adult and Dislocated Worker programs and Wagner-Peyser program during the first visit to the center. All Trade Act customers will also be enrolled in the performance pool of the WIOA Dislocated Worker Program.

WIOA Adult-- Basic Eligibility Requirements

1. 18 years of age or older
2. County Resident
3. US citizen or eligible non-citizen
4. In compliance with Selective Service registration requirements (for male applicants)

WIOA Adult Expanded Eligibility Requirements for Training Services

For WIOA Adult Training services (OJT, Work Experience, Registered Apprenticeship, 1 and 2 year Skills Degree/Diploma programs), the Kerr-Tar WDB operates under a Priority of Services for the Adult program and the following eligibility rules also apply.

Three target groups receive priority for WIOA Adult Training services: Low Income persons (refer to definitions that follow for low income), Public Assistance recipients, and Veterans. Under the federal Jobs for Veterans Act, priority of services also applies to eligible spouses of veterans.

Low income individual is defined as:

a. Receiving public assistance, i.e., Temporary Assistance to Needy Families (TANF) or

Supplemental Security Income (SSI);

b. Family income for the 6-month period prior to application, in relation to family size, that

does not exceed the higher of the poverty level or 70% of the lower living standard guidelines;

c. Member of a household receiving Food Stamps or eligible to receive Food Stamps within the 6-month period prior to application

d. Qualifies as a Homeless person;

e. Qualifies as a Foster child;

f. An individual with a disability whose own income does not exceed the higher of the poverty level or 70% of the lower living standard guidelines.

Veteran is defined as:

a. An individual who served active duty in the military, naval or air service, and who was discharged from such service under conditions other than dishonorable.

b. Note: When the Veterans priority is applied in conjunction with another statutory priority such as recipients of public assistance and low income persons, veterans and eligible spouses who are members of the Recovery Act priority group must receive the highest priority within that priority group.

Kerr-Tar WDB Adult Self-Sufficiency Policy

The Kerr-Tar Workforce Development Board's criteria for determining whether employment leads to Self-Sufficiency for Adults is:

Adult Self-Sufficiency 150% of lower living standard income level (based on family size) and availability of family health insurance/benefits, and not receiving public assistance, to include housing, transportation, childcare, food stamps.

WIOA Dislocated Worker Basic Eligibility Requirements

1. 18 years of age or older
2. US citizen or eligible non-citizen
3. In compliance with Selective Service registration requirements (for male applicants)
4. Qualifies in one of the following categories:
 - a. An individual who has been terminated or laid off from employment, or received a notice of termination or layoff, and is eligible for, or has exhausted unemployment compensation, and is unlikely to return to previous occupation.
 - b. An individual who has been terminated or laid off from employment, or received a notice of termination or layoff, and has been employed for a duration sufficient to demonstrate attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings.
 - c. An individual who has been terminated from employment as a result of permanent closure of a plant or facility.
 - d. An individual who is employed at a facility that has made a general announcement that the facility will close within 180 days.
 - e. An individual who is self-employed, but is unemployed as a result of general economic conditions or a natural disaster.
 - f. An individual who qualifies as a displaced homemaker.

WIOA Dislocated Worker Expanded Eligibility Requirements for Training Services

For WIOA Dislocated Worker Training services (OJT, Work Experience, Registered Apprenticeship, 1 and 2 year Skills Degree/Diploma programs), priority of services applies to veterans and eligible spouses of veterans.

Kerr-Tar WDB Dislocated Worker Self-Sufficiency Policy

The Kerr-Tar Workforce Development Board's criteria for determining whether employment leads to Self-Sufficiency for Dislocated Worker is:

Dislocated Self-Sufficiency --80% of previous compensation level and availability of family health insurance/benefits or Dislocated Workers Self-Sufficiency definition, whichever is higher.

Rapid Response

The staff of the local NCWorks Career Center will have responsibility for Rapid Response contact. The Subrecipient will work with other center staff as members of the Rapid Response team to contact employers who have announced an impending layoff or closing to offer services.

G. Type of Contract, Contract Award and Funding Level

At the time of this solicitation, respondents must propose a cost reimbursement contract. A Cost Reimbursement Contract is one that establishes an estimate of total costs for the purpose of obligating funds and a ceiling that the subrecipient may not exceed (except at subrecipient's risk) unless the awarding party agrees to amend the contract to provide additional funds. A line item budget shall be based on all legitimate costs to be incurred by the subrecipient in carrying out the services. The subrecipient is reimbursed for actual expenses according to the approved line item budget. WIOA Legislation allows for performance-based contracting for Adult and Dislocated Workers.

Proposals will be reviewed and awarded by an evaluation review criteria. The initial contract term is twelve months, beginning July 1, 2026 and ending June 30, 2027. At the end of June 30, 2027, the contract may be renewed each year for up to two additional years (through June 30, 2029) depending upon an annual review of performance, availability of funds, and annual approval by the Kerr-Tar Workforce Development Board.

Respondents to this RFP should submit a combined Adult and Dislocated Worker costs up to, but not greater than the anticipated funding for each category (Adult and Dislocated Worker) for each county for the contract period beginning July 1, 2026 and ending June 30, 2027. For planning purposes, there is approximately \$300,000 in each program to be allocated for services throughout the region. This amount is intended as a guideline for respondents and is subject to revision based upon final notification of WIOA funding availability from the NC Department of Commerce-Division of Workforce Solutions in 2026.

Respondent's proposed budgets must be within the amounts indicated and must be reasonable based on proposed staffing, service level, and service delivery plans. The amount awarded will be determined on a competitive basis, but not necessarily based on the lowest proposed cost. Subsequent revisions and negotiations of final contract budgets may be required due to funding award decisions.

Additional funds received by the Kerr-Tar WDB may be contracted by expanding existing programs, or by consideration of proposals not initially funded under this RFP, if such proposals were rated in the competitive range. These decisions shall be at the discretion of the Kerr-Tar WDB.

The Kerr-Tar WDB may decide not to fund part or all of a proposal even though it is found to be in the competitive range if, in the opinion of the Kerr-Tar WDB, the services proposed are not needed, or the costs are higher than the Kerr-Tar WDB finds reasonable in relation to the overall funds available, or if past management concerns lead the Kerr-Tar WDB to believe that the proposed subrecipient has undertaken more services than it can successfully handle. Any proposal approved for funding is contingent on the results of a pre-award survey that may be conducted by the Kerr-Tar WDB administrative staff. The survey will establish, to the Kerr-Tar WDB's satisfaction, whether the proposed Subrecipient is capable of conducting and carrying out the provisions of the proposed contract. If the results of the survey indicate, in the opinion of the Kerr-Tar WDB that the proposed Subrecipient may not be able to fulfill contract expectations, the Kerr-Tar WDB reserves the right not to enter into contract with the organization, regardless of the Kerr-Tar WDB approval of the Subrecipient's proposal.

Subrecipients must accept liability for all aspects of any services conducted under contract with the Kerr-Tar WDB. Subrecipients will be liable for any disallowed costs or illegal expenditures of funds or program

operations conducted. Reductions in the funding level of any contract resulting from this solicitation process may be considered during the contract period when a service provider fails to meet expenditure, participant, and/or outcome goals specified in the contract or when anticipated funding is not forthcoming from the federal or state governments.

Part 2: SCOPE OF WORK AND FUNCTIONS

A. NC Works Career Center Functions

The Kerr-Tar WDB will develop Memorandums of Understanding (MOU) to serve as the framework for which parties agree to provide integrated workforce services. The MOU will support the development of innovative approaches to address current and future workforce needs of the region and its customers.

As a regional workforce board, the Kerr-Tar WDB coordinates comprehensive programs through private and public partner organizations to assist job seekers and employers in achieving their goals. These programs and initiatives are critical in developing a skilled, educated and vital workforce in the region. The Kerr-Tar WDB goals for the region's NCWorks Career Center are to positively impact economic development by increasing the competitiveness of the workforce. The Kerr-Tar WDB will incorporate more technology into core operations, align One Stop Delivery services to other community-based support services for customer referral, identify clear career pathways to target industry sectors for all NCWorks Career Center customers and identify services to address the skill gaps between employers needs and customers.

The Kerr-Tar WDB improved and innovative system will be organized around three interrelated functions to serve customers, (businesses and job seekers). The selected respondent(s) to the RFP will be responsible for the provision of Career Services for jobseekers and Business/Employer services associated with the Workforce Innovation Opportunity Act (WIOA), in partnership with local DWS staff. The three interrelated functions to serve the customers are described below:

- **Talent Engagement** welcomes customers, conducts basic assessment of needs, collects registration information, and directs customers to center services based upon needs.
- **Talent Development** assists the job seeker with work readiness activities. Activities include, but are not limited to, skills analysis, assessment testing, supportive services assistance, career counseling, soft skills training, partner services, and occupational skills training referrals.
- **Talent Employment Solutions** provides services to employers and work-ready job seekers. Will provide services to connect employers and job seekers through a variety of activities including recruitment, labor market data, rapid response, career fairs, interview days, and many others.

B. Customer Flow

The selected WIOA subrecipient will have responsibility, along with regional DWS manager, for providing staffing and services at the Kerr-Tar WDB NCWorks Career Centers. The selected WIOA subrecipient will be responsible for overseeing WIOA services, employer services, staff roles and responsibilities.

All customers will be provided the opportunity to know their skills and improve their skills to get the best job with their skills. All customers will be given an initial, getting started, private and staff assisted

customized welcome. This initial welcome must provide the customer with a positive experience with tangible take away of what the next step of action is in getting employed. The staff shall connect customers continuously through service recommendations and offer, promote and schedule visits. All customers should be continuously engaged.

C. Customer Services

The selected WIOA Subrecipient shall develop, in conjunction with the Kerr-Tar WDB and local DWS staff, a product box of services to be provided at the NCWorks Career Center. Services must continuously be added or deleted from the product box to fit the needs of center customers. Integrated services will be provided by sharing and serving customers by function and not by programs and ensuring that center customers find employment and receive additional skills in order to be a better job candidate. All center customers need to know their skills, develop their skills, improve their skills to be more competitive and get the best job possible with the skills.

The product box shall be a customer (job seeker and employers) centered approach to the delivery of services designed to prepare and coordinate comprehensive employment plans such as service strategies for customers to ensure access to necessary Workforce Innovation Opportunity Activities and supportive services using where feasible computer based technologies and to provide job and career counseling during participation and after job placement as well as services for employers. The Product Box will be driven by the job seeker and the employer demands and needs and will constantly change.

D. NCWorks Career Center Positions and Roles

The positions and roles attached in the RFP outline the positions and roles that are critical and the additional positions and roles that may be needed depending on varying degrees of the locations and the needs of that location. Some of the responsibilities outlined in the positions may flow back into a critical position or the Functional Manager to make sure continuity and superior service are being delivered. The documentation below outlines the critical need for the Kerr-Tar WDB Integrated One-Stop Delivery System and additional recommendations considered on positions that will be needed depending on the needs of each NCWorks Career Center.

The minimum hours of operation for the local NCWorks Career Centers are 8:00AM to 5:00PM Monday through Friday. Staff coverage must be available for no less than 40 hours per week, unless otherwise approved by the Kerr-Tar WDB. Staffing is not required on holidays.

In the event of staff turnover, the subrecipient will replace staff within a maximum of 30 days. The Kerr-Tar WDB shall be informed of any staff turnover and information provided on new hires.

E. NCWorks Career Center Services Components

Career Services

Career Services are available to the general public and may determine whether individuals are eligible to receive assistance under Title I of Workforce Innovation Opportunity Act (WIOA). Customers receive career services, such as an initial assessment or job search and placement assistance, Services available to core customers will include, but are not limited to, the following:

Orientation for the NCWorks Career Center and partner services will be available in the form of video, printed materials, group sessions, one on one sessions or the Internet. The orientation will provide an overview of NCWorks Career Center services, processes, partners and policies.

Registration Area will be equipped with computer stations for job seeking customers to complete an online registration. The online registration process will require job seekers to provide personal information such as name, address, date of birth, etc. The job seeker will also be asked a series of questions regarding their employment status, education level, possession of certificates or licenses, comfort level in using a computer, resume that reflects most recent work experience, last occupation and any factors that may interfere with the ability to obtain and maintain employment and other questions in order to obtain a high-level assessment of the customer needs. On-line registration may be completed through the integrated NC Department of Commerce-Division of Workforce Solutions workforce MIS system.

An Online Profile will be completed on each job seeker to determine work readiness. The online profile will assess skill levels, aptitudes, abilities, and the need for additional services. The online profile assessments will determine the next level of services for customers.

Computer Lab/Resource Room provides self-service information to help customers in selecting careers, job searching and job matching, placement, retention and advancement services.

Additional Career Services include, but are not limited to:

- Provision information on in-demand industry sectors,
- Information on resume writing, interview techniques, and completing an application.
- Information on NCWorks Career Center partner services.
- Information on supportive services.
- Information regarding filing for Unemployment Compensation.
- Access to employability workshops, including workshops that develop soft skills such as effective oral communication, team-building and problem solving, and workshops on the use of technology for the job search. Other workshops will be added as necessary.
- Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include (I) diagnostic testing and use of other assessment tools; and (II) in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.
- The development of an individual employment plan, to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals.
- Group counseling, individual counseling and career planning
- Case management for customers seeking training services
- Career Readiness Certification (CRC)
- Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training.

Training Services

Training services can be provided to customers who after an interview or assessment in order to improve their marketable skills. Training resources are limited and will be utilized only if other financial resources are not available. Available funding is a primary limitation for financial assistance. Individual Training Accounts (ITAs) are generally provided for a period of two years or less. Customers skills will be assessed to determine the appropriate training (short or longer term) to quickly return to the labor market.

The Kerr-Tar WDB will provide contracting organization(s) with the Kerr-Tar WDB Individual Training Account (ITA) Policy.

NCWorks Career Center NCWorks Career Center staff will work with customers to seriously research and discuss training programs and training providers and job opportunities in their chosen career field in order to make informed choices about education and training. Training programs that are authorized for WIOA training funds must be registered in the NC Works MIS system, be approved by Kerr-Tar WDB, and must be in one of the in-demand targeted industry sectors for the region. NCWorks Career Center staff members will first assist customers in exploring other funding options before the limited dollars available through WIOA are utilized.

Training Services may include:

- Occupational skills training, including training for non-traditional employment
- On-the-Job training
- Registered Apprenticeship
- Programs that combine workplace training with related instruction, which may include cooperative education programs.
- Training programs operated by the private sector
- Skill upgrading and retraining
- Entrepreneurial training
- Job readiness training
- Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

Services for Business Customers

The business customers are the key to the success of the Kerr-Tar WDB Integrated One-Stop Delivery System. The list below provides a menu of services available to employers through the Talent Employment Solution Team. Business services should include, but are not limited to:

Support in filling open positions (talent pool)

Meeting facilities for conducting interviews

Assistance in understanding why one or more existing positions are not being filled or where there is a high amount of turnover per these positions

Training for existing employees

Job postings

Connection to business resources

Recruitment and prescreening

Pre-employment training

Job profiling

Labor market data

Hiring Events

Interview days

Networking events

Training seminars

Industry roundtable meetings /presentations/workshops

Referral to business services partners

Employer workshops

Pre-Employment Skills Testing

Business Services for Jobseekers

Once a job seeker is deemed work ready, the services available shall include, but are not limited to:

Career workshops

Employment assistance

Career assessment

Resume support and development

Job matching support

On-the-job training

Work experience/internships

Network opportunities with business professionals and peers

Mock interviews

Coaching and Counseling

Targeted referral of current job openings

Volunteer opportunities

Using social media to find employment

Access to employer presentations and workshops

F. WIOA Specific Requirements

Carryovers/Eligibility Determination/Verification and WIOA Process

The respondent shall be responsible to provide continued services for active WIOA Adult and Dislocated Worker participants enrolled during PY 2026 (July 1, 2026 to June 30, 2027) and carried over from PY 2025 (July 1, 2025 to June 30, 2026). The respondent must address how continued services will be provided to the PY 2025 carryovers and number of new customers to be served during PY 2026.

Current/Projected carryovers for Adult and Dislocated Workers who are currently enrolled in WIOA career services and training services will be made available at the November 19, 2025 Bidder's Conference.

Prior to enrollment/registration into a WIOA-funded activity, customers must be certified as eligible adults or dislocated workers under WIOA eligibility guidelines. WIOA providers are responsible for determining, verifying, and certifying eligibility for each adult or dislocated worker applicant by obtaining acceptable records/documents to verify each required eligibility item. These verification documents must be maintained in participant files and will be reviewed periodically during Kerr-Tar WDB monitoring.

Verification of all applicable eligibility items is required. The staff will use a Management Information System designated by NC Department of Commerce-Division of Workforce Solutions (DWS) to complete a standardized application form and to certify eligibility. Only adults or dislocated workers who have been certified as WIOA-eligible by completion of required forms and whose documentation to verify eligibility has been obtained by staff may be enrolled and begin to receive WIOA services. Customers will be co-enrolled in different programs (WIOA, Wagner Peyser) and services to provide the best services to customers available among NCWorks Career Center staff.

Initial/Entry Assessment

NCWorks Career Center staff members are expected to conduct an initial high-level assessment during the registration process. The assessment should determine the educational and employment background, current skill levels, and service needs of each adult and dislocated worker at the time of enrollment into WIOA activities. Assessment should be carefully planned and administered to collect specific, relevant information leading to an appropriate mix and sequence of services and interventions. WIOA staff will use only assessment tools that are valid for adults. Initial assessments may include, but is not limited to: basic skills, work readiness skills, occupational skills, barriers to employment, career interests and aptitudes, financial resources and needs, and supportive service needs. This information should be acquired through

various means, including, but not limited to, standardized tests, structured interviews, inventories, career guidance instruments, where the information is current and reliable, and assessment results from another Staff (school or agency). The Kerr-Tar NC Works Leadership Team will provide initial standardized assessments to be used for customers.

Information collected from the initial assessment will serve as the basis for individualized service planning in order to achieve the training and employment outcomes for each customer.

Individual Employment Plan (IEP)

Each Adult and Dislocated Worker enrolled into WIOA services will have a written, individualized plan of services based on the individual's entry assessment information, career goals, and supportive service needs. The IEP is designed to be a plan of services leading to unsubsidized, gainful employment for the WIOA customer. The Kerr-Tar WDB will provide a standardized form for completing the IEP. The IEP is used to record relevant personal information, both history and present circumstances, in order to create a plan of action agreed upon by the adult or dislocated worker and Staff working together. The IEP will set clear goals and timeframes for entering and completing classroom training, work experience, OJT, apprenticeship training, identify supportive service needs, referrals; address assistance with job seeking skills such as resume preparation and interviewing practice, and an individualized job search assistance plan leading to unsubsidized employment. The IEP will need to contain planning for career pathways for Adult and Dislocated Workers.

Case (Career) Management

The NCWorks Career Center staff will provide case (career) management services to adults and dislocated workers to support and assist customers in completing WIOA-funded activities and in attaining meaningful outcomes to include work-based training, career pathway development, re-employment, measurable skill gains, and credential attainment. Staff is expected to work closely with each customer to provide support and guidance, address needs and barriers, resolve problems that may arise, and assist in the attainment of the goals agreed upon in the IEP. The IEP will be reviewed periodically to arrange for needed services, address changes if needed, and document progress made during participation. Regular personal contact between staff and the WIOA customer is expected. Based on the case management relationship, the customer should be aware that he/she has support and accountability in working to achieve his/her workforce development goals. Primary case management functions are services coordination, advising and counseling, advocacy, accurate record-keeping, and follow-up.

All NCWorks Career Center staff members are expected to be informed of, and adhere to, professional standards of client confidentiality. Staff with access to, or control over WIOA customer records or other confidential information is expected to safeguard such information. No staff member, volunteer, or other person associated with the NCWorks Career Center staff shall release or disclose information concerning an adult or dislocated worker without securing a signed release of information authorization prior to releasing the records. This includes information sharing that is verbal, written or electronic. Exchange of information is generally to be used for eligibility verification, coordination of services and activities, tracking progress and participation, securing additional services, and for follow-up purposes.

Information and Referrals to other Staff/Agencies

NCWorks Career Center staff will ensure that adults and dislocated workers will be provided information on services and opportunities that are available from local agencies, through the NCWorks Career Center, and other appropriate community-based organizations that provide workforce development, social services, and/or education and training opportunities in the community. WIOA Staff will refer WIOA customers to other employment, training, and/or human service organizations that may be a benefit to them. This requirement applies to WIOA customers who may benefit from services other than, or in addition to, WIOA-funded activities. Records of these referrals and the outcome of the referral must be recorded in case management records.

Job Search and Job Readiness

Once classroom training or work-related services are completed, NCWorks Career Center staff will continue to work closely with the customer in a targeted and extensive job search effort. Some customers may need assistance with resume preparation, interviewing skills, researching the local job market, Internet job search, etc. Job Search and Job Readiness services may include one-on-one or group activities such as workshops, job clubs, and staff assisted computer labs, etc. Some WIOA customers may successfully obtain employment on their own through contacts made while in training. In either case, staff members are required to document employment data as an outcome of the WIOA-funded services. For this reason, it is important that the NCWorks Career Center staff maintain regular contact with customers. This allows the staff to update MIS and hard copy records and to prepare for the customer's transition into Post-Employment Follow-up Services.

Adult Work Experience

Work experience, a transitional employment activity, is a planned, structured learning experience that takes place in a workplace for a limited period of time. Work experience may be paid or unpaid. A work experience may be in the private for profit, non-profit, or public sector. Work experience services are designed to promote the development of good work habits and basic work skills for individuals who have never worked, those who have very limited work history, and individuals who have been out of the labor force for an extended period of time. As part of a WIOA customer's Individual Employment Plan (IEP), work experience can be a benefit in acquiring personal attributes, knowledge, and skills needed to retain a job and advance in employment. Participation in a WIOA-subsidized work experience must be based on the initial/entry assessment of the customer's work history, job skills, financial needs, supportive service needs, employment goals, and other factors affecting the likelihood of success.

A subsidized work experience must be for a reasonable length of time, generally up to three months in duration, based on the customer need and the worksite. The WIOA subrecipient will serve as the employer of record for work experience activities, and will be responsible for required employment records and for payroll. Generally the minimum hourly rate for subsidized work experience positions is \$12.00 per hour. Fair labor standards apply in any work experience where an employee/employer relationship, as defined in the Fair Labor Standards Act, exists. Health and safety standards under Federal and State law otherwise applicable to working conditions of employees are equally applicable to working conditions of WIOA customers engaged in work experience activities under WIOA. **Workers compensation insurance coverage must be secured by the WIOA subrecipient for WIOA customers engaged in subsidized work experience.** A written work experience agreement between the WIOA staff and the work site must

be executed for each subsidized work experience. Kerr-Tar WDB will require proof of Workmen's Compensation insurance during routine monitoring.

In some cases, it may be appropriate to provide a WIOA adult customer with a combination of classroom training and subsidized work experience in order to enhance their skills and make them more competitive in the job market.

Post-Employment Follow-Up and Customer Satisfaction Surveys

Follow-up services are required for WIOA adults and dislocated workers for a minimum of 12 months following entry into unsubsidized employment. During this period, the customer and/or employer will be contacted periodically to assist in employment retention and to make certain that the customer's employment situation is going well. During follow-up, NCWorks Career Center staff should assist the customer to work toward future goals such as career pathways planning, additional training, and/or other job-related issues.

All customers will be contacted and asked to participate in surveys conducted by the Division of Workforce Solutions on the services received at the NCWorks Career Center.

WIOA Data Validation and Record Keeping

The US Department of Labor has issued a data validation policy that establishes record keeping requirements to ensure the accuracy and integrity of information collected and reported on WIOA activities and program outcomes. This requirement applies to WIOA services and outcomes as well. The federal policy mandates that states demonstrate the validity of reported data, and conduct data validation annually. North Carolina has set statewide policy for data validation, and the Kerr-Tar WDB adheres to guidelines and instructions for participant records/files that include file content and structure, data validation labeling requirements, and file maintenance. The Kerr-Tar WDB staff will provide access to training and technical assistance on data validation for the NCWorks Career Center staff.

Specialized Services for WIOA Adults and Dislocated Workers

Training

Eligible adults and dislocated workers who will benefit from occupational skills training programs or courses of study and who possess the requisite skills and abilities to successfully complete the program, may be enrolled in an WIOA-funded program at the community college or at other approved local training providers. WIOA funding may cover classroom training costs for registration, tuition, textbooks, vvWIOA must be directly linked to identified targeted industry sector that provide employment opportunities in the Kerr-Tar WDB region. For curriculum training programs, WIOA eligible customers, must first apply for Pell Grant funding.

On-the-Job Training (OJT)

On-the-Job Training is designed to provide occupational/professional skills and job-specific knowledge that is essential to the full and adequate performance of a job. A regular (not temporary) job opening must exist where the OJT customer can be retained in a full-time unsubsidized job upon successful completion of the subsidized training. OJT is limited in duration, based on the occupation for which the WIOA customer

is being trained, the content of the OJT training, and taking into account the skills gap of the customer. OJT trainees must be certified as WIOA-eligible and OJT-eligible (eligibility and initial assessment records completed) prior to final hire decision by an employer. Training content for the OJT period must go beyond general orientation content that may be given to all employees to include job-specific learning objectives and skills training.

Under an OJT contract and a training plan between the WIOA subrecipient and the employer, the employer may be reimbursed for up to 75% of the base wage rate (converted to an hourly rate) of the OJT trainee for the extraordinary costs of providing the training and the additional supervision related to the training. The base wage rate is subject to change with revisions to WIOA Regulations. OJT requires written documentation by the employer of the OJT trainee's progress during training. Staff access to observe the actual training, and access to and/or copies of the OJT trainee time and payroll records prior to reimbursement to the employer for OJT training is expected. The employer must have appropriate workman's compensation and/or other forms of workplace insurance to cover OJT trainees.

Supportive Services

WIOA funds may be used to provide WIOA-enrolled Adults and Dislocated workers with needed supportive services if the following conditions apply: a.) the WIOA customer is unable to obtain supportive services through other programs, and, b.) supportive services are necessary to enable the individual to participate in WIOA training or work activities. WIOA funds may only be spent on supportive services for WIOA customers who are enrolled in one or more allowable/ appropriate WIOA activity(s). Other resources that provide supportive services in the county must be utilized first before expending WIOA funds for the supportive service.

Allowable types of WIOA supportive services include the following: transportation assistance; child or dependent care assistance; emergency housing, utilities, or car repairs; records required for employment such as a background check; appropriate work attire; safety equipment; or work-related tools for OJT or Work Experience; special services/supplies for persons with a disability; and uniforms and other required items for specialized or health occupations training.

NCWorks Career Center staff is responsible for obtaining written verification of the actual costs for any of the above expenses prior to authorizing WIOA funds for supportive services. All such payments must be authorized in writing by staff and must be issued as payment directly to a vendor or as reimbursement to a WIOA customer who has valid receipts for purchases or payments. Written authorization by staff must precede payment or reimbursement. Payment or reimbursement of costs for penalties, court costs, and other related criminal fees are not allowable supportive service costs.

Staff is responsible for ensuring that transportation and childcare supportive services are paid only for actual days in school, at work, and/or days of participation in a WIOA activity. Licensed daycare providers that have a policy requiring continued payment of the regular weekly or daily daycare charge during school breaks/holidays is an allowable exception. The use of a timesheet or other attendance record is required to document attendance and authorize supportive service payments.

Funds for supportive services are limited and may only be provided as needed.

H. North Carolina Integrated Management Information System (MIS)

Accountability is an essential aspect of the administration of Workforce Innovation Opportunity Act. All services and outcomes must be tracked and federal and state reporting requirements must be met. The North Carolina Department of Commerce-Division of Workforce Solutions has developed an automated Integrated Management Information System (NCWorks Online) to provide for the storage and maintenance of data that is necessary to comply with federal and state requirements. This system was developed to provide an automated customer intake, tracking and reporting system for WIOA and Wagner-Peyser. The system is built around a concept of workflow that is intended to match the reality of case management in the field. The system is internet-based, provides security for customer records, and features standard reports that are accessible to the Kerr-Tar WDB and to NCWorks Career Center staff. An individual customer record is created in the state's MIS System for each person served under WIOA. NCWorks Career Center staff members are required to use the state's MIS System to track all customers from initial contact through intake/application, eligibility certification, WIOA registration, and enrollment into selected activities, case management/case notes, activity status updates, outcomes reporting, exit, and post-employment follow-up.

I. Performance Measures for Adults and Dislocated Workers

The Workforce Innovation Opportunity Act (WIOA) establishes a comprehensive performance accountability system in order to optimize the return on investment of Federal funds and to assess the effectiveness of local boards in achieving continuous improvement of Workforce Innovation Opportunity Activities funded under Title I. The U. S. Department of Labor has approved accountability requirements for WIOA, including core measures and numerical goals for each measure.

All adults and dislocated workers who receive WIOA-funded services will be measured against Kerr-Tar WDB performance measures. Measures are calculated throughout the adult or dislocated workers WIOA-funded services and continue through the first, second, third and fourth quarter after exit. WIOA staff members are expected to meet or exceed the Program Year (PY) 2026 goals for adults and dislocated workers.

The Kerr-Tar WDB Performance for Adult and Dislocated Workers are:

- Employment Q2
- Employment Q4
- Median Earnings
- Credential Attainment
- Measurable Skill Gains

The Kerr-Tar WDB will provide detailed performance goals and calculation information concerning the performance measures. The WIOA Subrecipient will be required to collect data pertaining to the performance measures.

J. Kerr-Tar WDB Service Provider Training, Policies and Procedures

The Kerr-Tar WDB and the NC Department of Commerce - Division of Workforce Solutions will provide training as necessary and required and will provide all subrecipients with Kerr-Tar WDB updates, policies and procedures.

K. Staff Development

Attendance at monthly subrecipient meetings is mandatory. At the meetings, subrecipients will be updated on program issues and policy updates by WDB staff. Subrecipients will be asked to provide timely reports to include upcoming events, success stories and program highlights.

Program staff is expected to attend training, which will enhance their career development skills. Local area training will be held according to staff training needs. It is strongly encouraged that each staff member completes the Workforce Foundations Training and become certified. In addition, subrecipients are expected to attend conferences and trainings sponsored and/or endorsed by the N.C. Division of Workforce Solutions.

L. Staff/Customer Ratio

A realistic staff to customer ratio can mean the success of a program. Too many or too little customers per staff member can be disruptive to the customer and have an effect on the program. Based on your program services, determine a staff to customer ratio that will reflect the purpose of your program and expected success rate.

M. Continuous Improvement

The Kerr-Tar NCWorks Career Center Functional Leader must ensure continuous improvement of the NCWorks Career Center services. Improvement should focus on, but is not limited to, program operation, performance outcomes, customer satisfaction, and cost effectiveness. Implement processes and schedules for reviewing and analyzing performance data for the NCWorks Career Center and with partners, identifying areas to target for improvement, ensure that means are developed to improve performance, implementing changes and monitoring the results; and develop solutions to address any identified problems in day-to-day operations and continue to apply corrective actions until performance meets standards.

Part 3: FISCAL AND ADMINISTRATIVE REQUIREMENTS

A. Office of Management and Budget Circulars (OMB) - State and local government organizations that receive WIOA funds must comply with the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

(29 CFR Part 97), Office of Management and Budget (OMB) Circulars A-87 and A-133, and the Single Audit Act Amendments of 1996. Institutions of higher education and non-profit organizations must comply with the Uniform Administrative Requirements codified at 29 CFR Part 95 and OMB Circulars A-21, A-110, A-122 and A-133 or 48 as appropriate.

All contracts between the Kerr-Tar Workforce Development Consortium/Board and the approved provider of WIOA services will be conducted on a cost reimbursement basis only.

B. Internal Financial Management

All WIOA subrecipients are required to conduct internal financial management reviews. The purpose is to provide adequate internal controls and ensure compliance with the following areas related to WIOA funds and services:

Provisions of the Workforce Innovation Opportunity Act and its regulations;

Provisions of the WIOA Contract;

Applicable State and Workforce Development Board Policies;

Accepted financial management and accounting practices; and

Compliance with OMB Circulars A-133 (revised), A-110, A-87 and others as appropriate.

Internal financial Management -- procedures shall be sufficient to prevent fraud and abuse. All reports of information creating suspicion of or instances of criminal misconduct must be reported immediately to the Kerr-Tar WDB, to the North Carolina Department of Commerce-Division of Workforce Solutions and to the U.S. Department of Labor. Internal financial management procedures must also ensure that auditable and otherwise adequate records are maintained which support all expenditures of WIOA funds and confirm adherence to policies regarding allowable costs and allocations of cost to proper cost categories. The WIOA subrecipient shall document all internal financial compliance reviews.

The respondent will provide a copy of the organization's Cost Allocation Plan.

Internal Program Management--WIOA subrecipients are required to establish internal program management procedures to assure compliance with contract requirements, delivery of high quality services to eligible adults and dislocated workers, and achievement of planned outcomes. Internal program management procedures must also ensure that auditable and otherwise adequate records are maintained to support the eligibility of all WIOA customers and confirm adherence to specific requirements and time limitations.

C. Submission of Most Recent Audit and Monitoring Procedures

Audit Submission - As a recipient of WIOA funds, subrecipients must have an annual financial and compliance audit performed. The audits must be conducted in accordance with auditing standards set forth under the Single Audit Act Amendment of 1996 and revised OMB (Office of Management and Budget) Circular A-133 at 29 CFR 95.26 for institutions of higher education, hospitals and other non-profit organizations and at 29 CFR 97.26 for units of state and local government. This requirement will be met by providing the Kerr-Tar WDB with a copy of the annual audit according to OMB Circular A-133. For all for profit businesses, WIOA subrecipients must have an annual financial and compliance audit performed under Generally Accepted Accounting Standards by an independent auditor. A copy of the audit will be

forwarded to the Kerr-Tar WDB. The audit should be submitted within 30 days after the completion of the audit, but no later than six months after the end of the audit period.

Monitoring Procedures- In accordance with WIOA Contract Monitoring and Audit Procedures and the WIOA regulations (20 CFR, Part 652, et al and 20 CFR 667.410), WIOA service provider staff must cooperate with any monitoring, inspection, audit, or investigation of activities related to WIOA contracts. These activities may be conducted by the North Carolina Department of Commerce-Division of Workforce Solutions, the U.S. Department of Labor, the Kerr-Tar WDB or their designated representatives. This cooperation includes access to, examination of, and/or photocopying of books, records, files, documents, property or equipment related to all aspects of WIOA-funded activities under this contractual agreement.

The Kerr-Tar WDB has developed a systematic monitoring system for evaluating the quality and effectiveness of services. Monitoring is the quality control system whereby the Kerr-Tar WDB gathers and analyzes information to detect problems, identify strengths and weaknesses, and propose improvements to the services. Monitoring activities are conducted periodically to determine whether services are in compliance with contractual agreements, Kerr-Tar WDB policies, WIOA regulations, and Kerr-Tar WDB requirements. The Kerr-Tar WDB monitors performance, programmatic, and fiscal activities. In many instances, the different types of monitoring are interrelated, and conducted simultaneously.

D. Records Retention

The following records and documents must be maintained for WIOA-funded customers and employees. They must be available for monitoring and review by the Kerr-Tar WDB and must be retained, subject to audit, for three years following the final audit of the contract. If any aspect of the program is under investigation or in the process of audit resolution and/or debt collection, the WIOA Staff is required to retain records after the three (3) year period and until the final audit resolution of all disallowed and/or questioned costs are paid or accepted as allowable. Please see below:

1. General ledger or equivalent;
2. Cash receipts and cash disbursements journals/reports or equivalent;
3. Bank statement, reconciliation, deposit slips and canceled checks for each bank account through which WIOA funds were received or disbursed;
4. All contracts with the Kerr-Tar Workforce Development Consortium/Board including all amendments;
5. All financial reports and documentation supporting requests for reimbursement;
6. Payroll records including Individual Earnings Record, Employee Withholding Authorization (W-4), FICA reporting forms, Federal and State withholding, Unemployment taxes, Employee Personnel Files, Time Records and Employee Time/Salary Allocation plans;
7. Invoices and/or supporting data for non-payroll disbursements; and
8. Customers records including participant data forms, verification/documentation items, assessments tests and results, the Individualized Employment Strategy and documentation of outcomes.

9. Any other financial records or documents requested by the Kerr-Tar WDB.

E. Insurance Requirements

Insurance - **The WIOA subrecipient shall provide adequate on-site medical and accident insurance for all enrollees not covered by North Carolina's Workers' Compensation law.** This coverage shall not include income maintenance. Contributions to a self-insurance plan, to the extent that they are comparable in costs and extent of coverage had insurance been purchased, are allowable upon prior approval by the North Carolina Department of Commerce-Division of Workforce Solutions through the Kerr-Tar WDB. Requests for such approval are to be submitted in writing to the Kerr-Tar WDB. OJT employers must provide proof of workers' compensation or comparable coverage prior to execution of the OJT contract.

No WIOA client will be required or permitted to work, or receive services or training in a building or surroundings or under working conditions which are unsanitary, hazardous, or dangerous to the client's health or safety.

Bonding Insurance Requirements WIOA subrecipients must meet bonding requirements as required through the Office of Management and Budget Circulars or other applicable regulations. Public agencies are required by the North Carolina General Statute to be bonded. Non-governmental agencies shall procure a blanket fidelity bond, position bond, or name schedule fidelity bond for all persons or positions authorized to receive or disburse WIOA funds. The Subrecipient must maintain all bonding in force for the period of the contractual agreement. The proposed subrecipient must submit a written notice to the WDB within fifteen (15) calendar days prior to any reduction in the limits stated on the bonding document. Similarly, the subrecipient must provide written notice of any cancellation of the bonding policy to the Kerr-Tar WDB immediately upon receipt of the cancellation notices. The bond coverage limit shall be for the total contracted amount or \$50,000.00, whichever is less.

F. Program Income Requirements

The U.S. Department of Labor requires that all income generated under any WIOA contract shall be reported and used to further program objectives.

G. Property Management Requirements

The WIOA subrecipient agrees to maintain careful accountability of all WIOA purchased non-expendable property (property with a life expectancy of one year or more and a unit cost of \$500.00 or more) and to maintain an inventory of all properties issued by the Kerr-Tar WDB.

Kerr-Tar WDB or subsequently acquired with WIOA funds. Acquisition of non-expendable property with a unit cost of \$1,000.00 (including taxes, shipping and handling costs) or more must be approved by the Kerr-Tar WDB, prior to the purchase. Any disposal of WIOA property must be according to applicable Federal, State and local disposal procedures. Any revenues derived from the sale of property purchased with WIOA funds must revert to a WIOA service.

Any purchases made for \$5,000 or more with WIOA funds must be approved by the Kerr-Tar WDB and the NC Department of Commerce-Division of Workforce Solutions, depending on cost. The NC

Department of Commerce-Division of Workforce Solutions will monitor the inventory of all items purchased or leased with a value of \$500 or more if applicable.

The WIOA subrecipient will be responsible for maintaining an accurate inventory of all WIOA property in their possession. A copy of the updated annual inventory shall be submitted by the WIOA subrecipient to the Kerr-Tar WDB with the contract closeout document. The Kerr-Tar WDB will maintain a fixed-asset listing to be verified for physical location and serviceability at the WIOA subrecipient facility at least annually.

In the event property purchased with WIOA funds is stolen or destroyed by criminal act, the WIOA subrecipient will notify appropriate law enforcement officials immediately. The Kerr-Tar WDB must be notified within three (3) working days of discovering the loss or damage. A copy of the police report will be maintained as documentation of loss, and a copy forwarded to the Kerr-Tar WDB.

The WIOA subrecipient agrees to pay for or replace any property purchased with WIOA funds that is lost, damaged or destroyed. Federal funds may be used to pay for, or replace, the missing property.

H. Equal Opportunity and Nondiscrimination

The respondent assures, with respect to operation of the WIOA-funded services or activity and all agreements or arrangements to carry out the WIOA funded project or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act, Section 188, and its implementing regulations. From WIOA Section 188, “No individual shall be excluded from participating in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or

Against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity.” The United States has the right to seek judicial enforcement of this assurance.

Programs and activities funded in whole or in part under WIOA must comply with provisions under the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990.

The Kerr-Tar WDB has additional policies in place to ensure equal opportunity and nondiscrimination with respect to the operation of WIOA-funded services and activities. Individuals who are enrolled into WIOA programs shall be informed of their rights and protections under federal law using the *Equal Opportunity is the Law* participant notice. The respondent assures that it will provide any necessary auxiliary aids or accommodations to comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act, Section 188 and the Kerr-Tar WDB.

I. Wage and Labor and Health and Safety Standards

Individuals employed in work-related activities under WIOA must be compensated in accordance with applicable law, but not less than the higher of the rate specified in the Fair Labor Standards Act of 1938 or the applicable State minimum wage law.

Health and safety standards under Federal and State law otherwise applicable to working conditions of employees are equally applicable to working conditions of WIOA customers engaged in work experience activities under WIOA. Workers compensation insurance coverage must be secured for WIOA customers in work experience.

J. Option to Extend Contract

Based upon fund availability, the Kerr-Tar WDB may extend a contract if it appears to be in the best interest of the individuals to be served and is agreeable with the subrecipient. Similarly, the customer levels and/or associated costs may be modified at any time during a contract period by executing a modification agreement as described in the contract and signed by both parties.

Part 4: INSTRUCTIONS AND GUIDELINES FOR SUBMISSION OF PROPOSALS

A. Consideration

To be considered, proposals submitted in response to this RFP must be received by the Kerr-Tar WDB before 12:00 p.m. on Friday, December 19, 2025. Late proposals, regardless of delivery will not be considered.

To accomplish fair and uniform review, respondents are to submit one (1) original (*clearly marked*) with original signatures, one (1) electronic copy in a PDF format, and three (3) additional printed copies of the proposal in a sealed envelope, clearly marked on the outside to:

Kerr-Tar Workforce Development Board

1724 Graham Avenue

Henderson, N.C. 27536

The electronic copy should be submitted to info@kerrtarcog.org or submitted on a USB flash drive.

B. Questions Concerning the RFP

Questions must be submitted by e-mail to: info@kerrtarcog.org

Questions must be received by Thursday, December 4, 2025. No phone inquiries will be accepted.

C. Eligible Service Provider

Any governmental, educational, for profit, or not for profit organization or agency engaged in a public service may apply. Private for profit organizations engaged in providing employment and training and educational opportunities for eligible adults may apply.

Entities that are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency are not eligible to respond to this RFP or to receive a contract.

Outstanding Monitoring, Audit or Legal Concerns--Respondents must disclose and rectify any and all outstanding monitoring and/or audit concerns from any of the respondent's other contracts prior to receiving a contract resulting from this RFP. Additionally, respondents must disclose any legal judgments, claims, arbitration proceedings, lawsuits or other legal proceedings pending or outstanding (unresolved) against the organization, its owners, officers, or principals.

Competency --Respondents are expected to have the technical competence, knowledge and expertise in management and administration, the professional staff, and the administrative and fiscal management systems to accomplish the scope of work and the goals and objectives stated in this RFP, and must meet high standards of public service and fiduciary responsibility. Respondents are responsible for being knowledgeable of all laws, regulations, rules, and policies of the specific funding sources involved and applying them in developing the RFP response.

D. Submission of Proposals

In order to accomplish fair and uniform review, respondents are to submit **one** (1) original (clearly marked) with original signatures, three (3) copies, and one electronic copy in a PDF format. All proposals must be signed and dated by a representative authorized to commit to proposal provisions. Unsigned proposals may be rejected or deemed non responsive. Electronic copies are to be sent to info@kerrtarco.org.

The original shall be submitted in a three ring binder with tab dividers by section. Font size should be no less than 12 point, single-spaced, single sided page, with 1 inch margins. All pages are to be numbered sequentially. Respondents are to type or write Kerr-Tar WDB - Proposal to Provide Workforce Innovation Opportunity Act (WIOA) Services to Adults and Dislocated Workers and Employers on the outside of the sealed proposal package. Faxed proposals will not be accepted.

E. Proposal Format and Required Documents

Respondents must complete all sections indicated in the Proposal Format, Specifications, and Qualifying Conditions section (Part 6) and submit all required documents and forms. Proposals are to be prepared to provide a clear and straightforward presentation of the respondent's capability to satisfy the requirements of this RFP. See additional information and details in Part 6.

F. Right of Non-Commitment or Rejection

This solicitation does not commit the Kerr-Tar WDB to award a grant, to pay any cost incurred in the preparation of a proposal, or to procure or contract for services. The Board reserves the right to select proposals it deems most responsive and appropriate and is not bound to accept any proposal based on price alone. The Board also reserves the right to request additional information, documentation, or oral discussion in support of written proposals. The Kerr-Tar WDB reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety, this RFP if it is in the best interest of the Kerr-Tar WDB to do so.

Ownership of all data, material and documentation originated and prepared by the respondent pursuant to the contract shall belong exclusively to the Kerr-Tar WDB.

G. Appeal Process

Appeals by proposing organizations denied funding are limited to procedural appeals only; such appeals shall be based solely on allegations of irregularities in the solicitation and awards procedure and not on the relative merit of the offers submitted. If a respondent believes to have been harmed by the violation or misapplication of procedure or regulation of this program, the respondent has the right to file a grievance. This grievance should be filed according to the written procedures established by the Kerr-Tar WDB and may be obtained by contacting the Kerr-Tar Workforce Development Board Director at 1724 Graham Avenue, Henderson, N.C. 27536

H. Confidential Information

No documents relating to this procurement will be presented or made otherwise available to any other person, agency or organization until after the funding awards. Commercial or financial information obtained in response to this RFP is privileged and confidential and is clearly worded as such and will not be disclosed at any time so long as all requirements of North Carolina General Statutes 132-1.2 have been met. Respondents must visibly mark as “Confidential” each part of their funding application that is considered proprietary information.

I. Selection of Service Providers, Contract Negotiation and Administration

The Kerr-Tar Workforce Development Consortium and Board will administer contracts awarded through this RFP. The Kerr-Tar WDB may require successful respondents to participate in cost negotiations, technical revision, or other revisions to their proposal prior to final contract award. Successful contract negotiation is viewed as a step in the overall selection process. In addition, contract amounts may be adjusted by the Kerr-Tar Workforce Development Board based on final WIOA allocations and/or subsequent contract negotiations.

The primary consideration in selecting WIOA subrecipients to deliver services will be the effectiveness of the subrecipient delivering comparable or related services based on demonstrated performance, in terms of the likelihood of meeting performance goals, cost; quality of services, training, and characteristics of customers. Selection in considering agencies or organizations shall also include time management of customer files and use of the automated case management system.

Determinations will take into consideration such matters as whether the WIOA subrecipient has:

- Adequate financial resources or the ability to attain them;
- The ability to meet the service design specifications at a reasonable cost, as well as the ability to meet performance goals;
- A satisfactory record of past performance (in employment and training related services), including demonstrated quality of training, the ability to provide or arrange for appropriate supportive services, retention in employment at follow-up and earning rates of customers;
- The ability to provide services that can lead to long-term unsubsidized employment for customers with identified deficiencies;

- A satisfactory record of integrity, business ethics and fiscal accountability;
- The necessary organization, experience, accounting and operational controls;
- The technical skills, the technology and time to perform the work; and
- An adequate plan to provide services and all related aspects of providing services as described in the bidder's proposal.

J. Administrative and Fiscal Capabilities

As part of the proposal review process under this solicitation, the Kerr-Tar WDB staff will conduct a pre-award review of the respondent organization's administrative and fiscal capabilities. Any concerns or discrepancies will be brought to the attention of the Kerr-Tar WDB prior to final contract approval. Respondents who have outstanding audit or monitoring exceptions may not receive a contract unless the Board is satisfied with the current or proposed resolution of the findings, and the corrected measures are immediately forthcoming.

K. Time Frame

The initial contract term will be for a 12-month period beginning July 1, 2026 and ending June 30, 2027. All budgets submitted for activities under this Request for Proposal are to be for costs incurred between July 2026 and June 2027. Activities are to begin on or after July 1, 2026 and end on or before June 30, 2027. At the end of June 30, 2027, the contract may be renewed each year for up to two additional years (through June 30, 2029) depending upon an annual review of performance, availability of funds, and annual approval by the Kerr-Tar Workforce Development Board.

L. Subcontracts

Subcontracting is permissible. If any part of the work covered by this RFP is to be subcontracted, the respondent shall identify the subcontracting organization(s) in the proposal indicating the WIOA services to be subcontracted and the rationale for using a subrecipient rather than providing the services directly. All subcontracts are subject to applicable federal, state and local laws, rules, regulations, and policies governing procurement. No more than 25% of funds awarded under any contract may be subcontracted. This does not include OJT contracts developed for training WIOA customers. The respondent must also describe how subrecipients were (or will be) procured and selected, their qualifications, and the basis for payments. Subrecipients shall be subject to the same requirements as the respondent under this RFP and any resulting contract. The Kerr-Tar WDB must approve all subcontracts prior to the final execution of a contract. Subcontract agreements shall include the minimum provisions required in the Kerr-Tar WDB contracts. A copy of subcontract agreements must be submitted to the Kerr-Tar WDB prior to entering into any agreement. Subrecipients will be held accountable for any and all work done by its subrecipients.

Part 5: PROPOSAL REVIEW AND EVALUATION CRITERIA

A. Proposal Evaluation Criteria Process - The intent of the evaluation review process is to certify that each proposal received meets the basic qualifying conditions and to determine the overall quality of each proposal. Proposals must satisfy the requirements of the complete and responsive initial review for further

consideration in the review process. A Proposal Review Panel either consisting of the Kerr-Tar WDB members or an independent subrecipient review staff shall review competitive proposals.

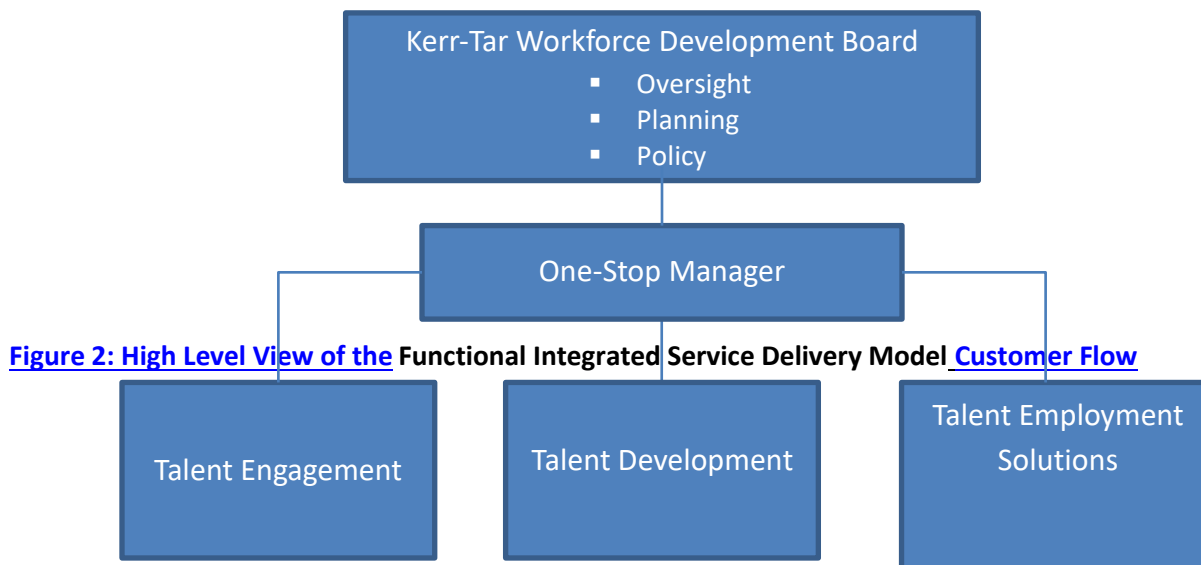
B. Evaluation Criteria - In selecting one or more respondent's as the WIOA subrecipient working in the local NCWorks Career Center for Adult and Dislocated Worker services, primary consideration shall be given to the demonstrated effectiveness of the respondent's delivery of comparable services, overall quality of proposed plan of services, the likelihood of meeting or exceeding federal Common Measures, and cost. Consideration shall be given to: a strong record of integrity, business ethics, and fiscal management and accountability; staff qualifications and technical skills to perform the work; and the ability of the respondent to meet service delivery requirements at a reasonable cost.

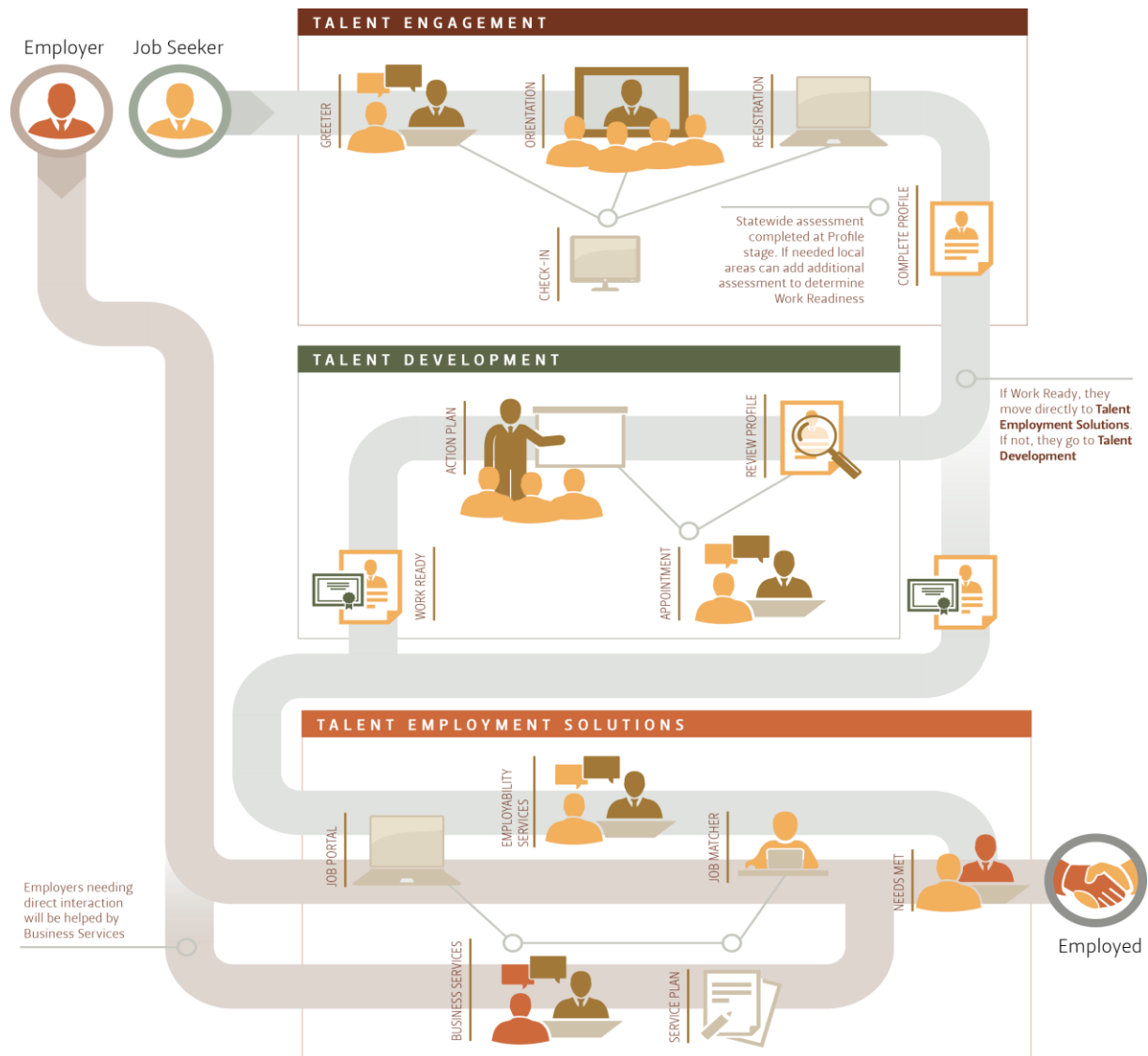
The following criteria will be used to conduct the technical evaluations of each proposal and to make a determination of overall quality and cost effectiveness.

C. Criteria

- Respondent Qualifications and Past Performance
- Respondent's Organizational Capability
- Quality of Proposed Plans to Provide One Stop Center Services
- Quality of Proposed Plans to Achieve Service Levels and Outcomes
- Reasonableness and Competitiveness of Proposed Costs

Figure 1: High Level View of Functional Integrated Service Delivery Model





Part 6: PROPOSAL FORMAT AND SPECIFICATIONS

PROPOSAL EXECUTIVE SUMMARY

Instructions: Provide a concise summary (not to exceed 2 pages) highlighting each of the following areas from the Statement of Work and other sections of the proposal. Provide concise and substantive responses to each item.

1. Highlight responding organization's qualifications (capability and demonstrated performance) for delivering workforce development funded services for adults and dislocated workers.
2. Briefly discuss your overall service delivery approach for managing and implementing the One-Stop Functional Service Delivery Model – Talent Engagement, Talent Development, and Talent Employment Solutions.
3. Give specific information on product box offerings at NCWorks Career Center that will be developed for the Talent Development team in customer skill development. (Include the names of the workshops, short and long-term training opportunities, etc., frequency, duration, and how they will be delivered at the center, virtually, and throughout the region).
4. Briefly discuss relationships with businesses that will be key to providing work-related services in the Talent Employment Solution and to place customers into gainful employment after completing WIOA training services.
5. Give an overview of plans and strategies to achieve the following performance measures:
 - a) 50% of all one-stop customers engaged in skills enhancement activities
 - b) 70% of all one-stop customers will return for services

STATEMENT OF WORK

Instructions: Proposals will include a Statement of Work narrative detailing all aspects of the proposed service delivery plans. The purpose of the Statement of Work is to provide an in-depth description of the One-Stop Center design of services.

Providing this information in a clear and concise manner will enable the Review Panel to determine if proposed services are consistent with the RFP. Maximum length of Statement of Work: 15 pages.

1. The first sixty (60) days following contract award (beginning July 1, 2026) will be very important to implementing an effective and timely plan of services. Briefly discuss how the start-up of the One-Stop and WIOA services will occur in a timely manner. Provide a schedule or timeline for start-up activities including, but not limited to implementing the three functional areas for staffing, staff training, establishing relationships with the partner agencies and other activities.
2. Describe how your proposal can meet the goals and objective of the Kerr-Tar Workforce Development Board. The expectation is that all proposals will include all activities and services to be offered in each functional area. For example, for the Talent Employment Solution Area subsidized or non-subsidized work experience and/or on-the-job training are expected.
3. Describe how you plan to implement Integrated Service delivery for providing services to adult and dislocated worker customers.
4. How will service delivery be delivered to Adult customers with barriers to employment and dislocated workers simultaneously in an Integrated Services team environment in the NCWorks Career Centers?
5. Describe skills development activities that will be provided in the NCWorks Career Centers?
6. List and describe all services that will be in the NCWorks Career Center's Product Box for customers.
7. Describe referral processes between Community Colleges and other training providers for credentialing that is relevant to the region's labor market.
8. Employer Services
 - Describe how you will gather and analyze labor market information about ongoing and emerging needs of regional employers.
 - Describe the services you plan to provide to area employers, including the services listed in this RFP.

- Describe how you will track and document services provided to employers, as well as track employer satisfaction.

9. Program Operation

- Describe how you will administer WIOA funds to ensure the maximum use of the WIOA funding allocation for adults (with barriers to employment) and dislocated workers services.
- Describe how you will implement each WIOA requirement (Career Services, Career Pathway Planning, Work-Based Learning, and Credentialing).

10. Assessment

- Describe your process for assessing customers. Indicate assessment tools, timeframes, and any planned adjustments for targeted populations.

11. Follow-Up

- Explain how you will provide follow-up services and activities to Adult and Dislocated Workers who require the services.

12. Training

- Describe how you will identify customers appropriate for training.
- Explain how you will help customers select training that meets their interests and skills and develops skills for high demand occupations.

13. Case Management

- Describe your end- to- end process for providing case management and maintaining case records for WIOA services. How will you track and report on customer progress and outcomes.

PROGRAM AND FINANCIAL MANAGEMENT

Instructions: Please complete the following section. Areas that address compliance issues must **identify the appropriate member of the agency's staff who will be responsible for compliance. Add any comments you find necessary for clarification.**

A. Equal Employment Opportunity (EEO)

The Program Applicant (hereinafter referred to as the "Subrecipient") assures compliance with the Section 188 of the Workforce Innovation Opportunity Act; Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; the American with Disabilities Act of 1990; and Title VI of the Civil Rights Act of 1964 which govern the subrecipient's responsibilities in upholding laws pertaining to equal opportunity employment.

(Name of EEO Officer)

(Position Title)

Phone #

All participants and staff will be informed of EEO policies and guidelines and the name of the EEO Officer during a formal orientation prior to participating in any WIOA activity funded by WIOA.

The subrecipient is required to develop and adhere to affirmative action policies. **ATTACH a copy of agency grievance procedures.**

All grievances and complaints submitted by WIOA participants involving allegations of discrimination, violations of the WIOA, or criminal fraud, abuse or misconduct must be processed according to the Kerr Tar Local Area Grievance/Complaint Procedures.

B. Internal Program Management

All WIOA subrecipients are required to establish internal program management procedures to assure compliance and to review program progress. The subrecipient agrees to monitor and review the following major areas of operation.

1. Compliance with the provisions of the Workforce Innovation Opportunity Act.
2. Compliance with the provisions of the WIOA contract;
3. Compliance with all applicable State and KTWDB policies, including EEO; and
4. Compliance with WIOA/WIOA regulations regarding records maintenance.

The internal program management procedures must be sufficient to prevent fraud and abuse. All reports of information creating suspicion of or instances of criminal misconduct, fraud or willful and gross misconduct, in connection with any WIOA program shall be reported immediately to the KTWDB, the North Carolina Division of Workforce Solutions, and the U.S. Department of Labor. Internal program management procedures must also ensure that auditable and otherwise adequate records are maintained to support the eligibility of all WIOA participants and confirm adherence to specific program requirements and limitations. The KTWDB will require that WIOA subrecipients adhere to the established monitoring procedures for ensuring program compliance with federal regulations.

Indicate how this will be accomplished by your agency:

Identify the staff person(s) responsible for internal program management, compliance monitoring and performance reviews.

Staff Assigned	Job Title	Phone #
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C. Monitoring Procedures

The KTWDB has developed a systematic monitoring system for evaluating the quality and effectiveness of WIOA funded programs. Monitoring is the quality control system whereby the KTWDB gathers and analyzes information to detect problems, identify strengths and weaknesses, and propose improvements to the program. Monitoring activities are conducted periodically to determine whether programs are in compliance with contractual agreements, KTWDB policies, WIOA regulations, and

KTWDB requirements. The KTWDB monitors performance, programmatic, and fiscal activities. In many instances, the different types of monitoring are interrelated, and conducted simultaneously.

Oversight and monitoring is required by 20 CFR 667.410. Subrecipients must cooperate with any monitoring, inspection, audit or investigation of activities related to WIOA contracts. These activities may be conducted by the North Carolina Division of Workforce Solutions, the State of North Carolina, the U.S. Department of Labor and the KTWDB, or their designated representatives. This cooperation includes access to the premises for the purpose of interviewing employees or participants and permitting the examination of, and/or photocopying of books, records, files, or other documents related to the contractual agreement.

D. Records Retention

The following records and documents must be maintained for WIOA participants and employees. The proposed subrecipient agrees to make these records available for monitoring and review by the KTWDB and agrees to retain these records, subject to audit, for three years from completion of services. Release of responsibility to retain records after the three (3) year period will not be authorized until final resolution of all audit findings. In the event the subrecipient goes out of business or ceases to be an organization prior to the expiration of record retention responsibility, the subrecipient will deliver all records required to be retained hereunder to the KTWDB. The following records shall be transmitted to the KTWDB for acceptance in an orderly fashion, with documents properly labeled and filed and in an acceptable condition for storage:

1. General ledger or equivalent;
2. Cash receipts and cash disbursement journals/reports or equivalent;
3. Bank statements, reconciliation, deposit slips, and canceled checks for each bank account through which WIOA funds were received or disbursed;
4. Contract with KTWDB, including all amendments;
5. All financial reports and requests for reimbursement;
6. Payroll records including Individual Earning Record, Employee Withholding Authorization (W-4), FICA reporting forms, Federal and State Withholding, Unemployment taxes, Employee Personnel Files, Time Records and Employee Time/Salary Allocation plan;
7. Invoices and/or supporting data for non-payroll disbursements;
8. Participant records including data forms, verification/documentation items, assessment tests and results and the Employment Plan (or Individualized Service Strategy); and
9. Monthly Participant and Financial Reports and Monthly Program Performance reports.
10. Any other financial records requested by the KTWDB.

E. Internal Financial Management

The Subrecipient agrees to conduct internal financial management reviews of the following major areas:

- 1) Compliance with the provisions of the Workforce Innovation Opportunity Act and its regulations and the WIOA program;
- 2) Compliance with the provisions of the WIOA Contract;
- 3) Compliance with the applicable State and KTWDB Policies;
- 4) Compliance with the WIOA contract regarding record maintenance;
- 5) Compliance with accepted financial management and accounting practices as appropriate (20 CFR Part 652);
- 6) Compliance with applicable OMB Circulars and CFRs.

Internal financial management procedures shall be sufficient to prevent fraud and abuse. All suspicion of, or instances of criminal misconduct, fraud or willful and gross misconduct, in connection with any WIOA program shall be reported immediately to the KTWDB, the North Carolina Division of Workforce Solutions and to the U.S. Department of Labor. Internal financial management procedures must also ensure that auditable and otherwise adequate records are maintained which support all expenditures of WIOA funds and confirm adherence to policies regarding allowable costs and allocations of costs to proper cost categories. The subrecipient shall document all internal financial compliance reviews.

List the name and title of the person(s) responsible for maintaining financial records, monitoring fiscal activities for contractual compliance and assisting monitors/auditors during on-site visits.

Staff Assigned	Job Title	Phone #
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F. Invoicing, Reporting and Subrecipient Close-out

The KTRCOG will reimburse the subrecipient for total allowable costs incurred as agreed upon between the KTWDB and the WIOA subrecipient. The subrecipient will submit a Monthly Invoice and Financial Statement form (invoice) for reimbursement of incurred allowable costs. The invoice must be submitted to the KTRCOG no later than the 10th working day of any given month and should cover all allowable costs disbursed for the pay period ending during the previous month.

In order to assure that the KTRCOG reimbursements are used in accordance with the provisions of the contract, the subrecipient shall: (a) use such fiscal, audit, and accounting procedures as may be necessary to assure proper accounting for reimbursements received; and (b) provide the KTRCOG and authorized representatives of the U.S. Department of Labor or the Comptroller General of the United States access to and the right to examine any books, documents, papers, records, property and equipment pertaining to funds provided or activities undertaken concerning the program.

All subrecipient invoices and other reports must contain information required by the KTWDB. The final contract closeout report must be furnished to the KTRCOG within forty-five (45) days after the ending

date of the contract. Quarterly participant and financial reports are to be furnished by the Local Area staff. These forms will be provided and explained upon actual award of a contract.

G. Submission of Most Recent Audit

As a recipient of WIOA funds, WIOA subrecipients will comply with the audit requirements of OMB Circular A-133 at 29 CFR 95.26 for institutions of higher education, hospitals, and other non-profit organizations and at 29 CFR 97.26 for governmental organizations. For-profit WIOA Subrecipients must have an annual financial and compliance audit performed as required by the KTWDB. The audit shall be performed by an independent Certified Public Accountant selected by methods recommended by the NC Local Government Commission.

This requirement will be met by providing KTWDB a copy of the annual audit. The audit shall be submitted within 30 days after the completion and acceptance by the subrecipient's Board, but not later than nine (9) months after the end of the audit period.

ATTACH a copy of the organization's most recent annual financial and compliance audit. If a copy of the most recent audit has previously been submitted, please indicate below.

Audit Firm	Audit Period	Date Submitted to KTWDB
Note: If the Subrecipient is not required to have an annual audit and has not had an annual audit, the Subrecipient must submit copies of the three most recent financial statements including balance sheets, income statements, summary of aging reports for payables and receivables, and statements of cash flow. [Subrecipients may be required to complete an Internal Control Questionnaire if not subject to audit].		

H. Bonding Insurance Requirements

Agencies must meet bonding requirements as required through the Office of Management and Budget Circulars or other applicable regulations. Public agencies are required by the North Carolina General Statute to be bonded. Non-governmental agencies shall procure a blanket fidelity bond, position bond, or name schedule fidelity bond for **all** persons or positions authorized to receive or disburse WIOA funds. The Subrecipient must maintain all bonding in force for the period of the contractual agreement. The proposed subrecipient must submit a written notice to the KTWDB within fifteen (15) calendar days prior to any reduction in the limits stated on the bonding document. Similarly, the subrecipient must provide written notice of any cancellation of the bonding policy to the KTWDB immediately upon receipt of the cancellation notices. The bond coverage limit shall be for the total contracted amount or \$50,000.00, whichever is less.

Attach a copy of the current bonding document, issued by the vendor's insurance company, clearly indicating the staff/job titles covered.

I. Requirements for Depository Accounts Holding WIOA Funds

Provide the name of the depository with whom the proposed program funds will be deposited.

Name/Address of Depository

Will the depository account for WIOA funds be an interest bearing account?

Yes_____No_____

The subrecipient must assure the U.S. Treasury restrictions on excess cash will be observed and that interest will be properly tracked and used for WIOA operations as program income.

J. Program Income Requirements

The subrecipient assures that it will comply with the addition method, described at 29 CFR 95.24 or 29 CFR 97.25 (g) (2), as appropriate, for all program income earned under the WIOA. **Indicate how program income will be tracked by the subrecipient and recorded on financial reports to the KTWDB:**

K. Property Management Requirements

The subrecipient agrees to maintain careful accountability of all WIOA purchased non-expendable property (property with a life expectancy of one year or more and a unit cost of \$1,000.00 or more and to maintain an inventory of all properties Issued by the KTWDB or subsequently acquired with WIOA funds. Acquisition of non-expendable property with a unit cost of \$500.00 (including taxes, shipping and handling costs) or more must be approved by the KTWDB Administrator, **prior to the purchase**. The KTWDB will maintain a fixed-asset listing to be verified for physical location and serviceability at your agency at least annually.

1. Any purchases made for \$5,000 or more with WIOA funds must be approved by the KTWDB and the State. The State will monitor the inventory of all items purchased or leased with a value of \$500 or more.
2. The subrecipient agrees not to dispose of or transfer any non-expendable property purchased with

WIOA funds which has a unit cost of \$500 or more and/or a life expectancy of one year or more until written authorization is received from the KTWDB. Any disposal of WIOA property must be according to applicable Federal, State and local disposal procedures. Any revenues derived from the sale of property purchased with WIOA funds must revert to a WIOA activity.

3. The subrecipient will be responsible for maintaining an accurate inventory of all WIOA property in their possession.
4. In the event property purchased with WIOA funds is stolen or destroyed by criminal act, the subrecipient will notify appropriate law enforcement officials immediately. The KTWDB Administrator must be notified within three (3) working days of discovering the loss or damage. A copy of the police report will be maintained as documentation of loss, and a copy forwarded to the KTWDB.
5. The subrecipient agrees to pay for or replace (from non-Federal funds) any property purchased with WIOA funds that is lost, damaged, destroyed, or misplaced through negligence of the Subrecipient, its staff or representatives.
6. The subrecipient will identify the staff specifically assigned to maintain property inventory records and serve as a liaison with the KTWDB Administrator (or designee) regarding matters of non-expendable property, inventory and accountability.

Staff Assigned	Job Title	Phone #
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L. Medical/Accident Insurance

The subrecipient shall provide adequate on-site medical and accident insurance for all enrollees not covered by the North Carolina Workers' Compensation law. This coverage shall not include income maintenance. Contributions to a self-insurance plan, to the extent that they are comparable in cost and extent of coverage had insurance been purchased, are allowable upon prior approval by the State (NC Division of Workforce Solutions), through the KTWDB. Requests for such approval are to be submitted in writing to the KTWDB.

M. General Liability Insurance

General public liability insurance coverage in the amount of \$500,000 single limit coverage is required of all WIOA proposed contracts operators except where a lesser amount maybe agreed to by the Consortium. NOTE: Subrecipients that are state agencies or political subdivisions of the State of North Carolina are exempt from the public liability insurance requirement referenced above. Provide information about your organization's General Liability Insurance Carrier as specified below:

Name/Address of Liability Insurance Carrier

Policy #	Amount
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ASSURANCES AND CERTIFICATION

- A. The Program Applicant (hereinafter referred to as the "Subrecipient") assures that it will fully comply with the requirements of the Workforce Innovation Opportunity Act (Public Law 105-220) and its regulations, the WIOA Local Area Plan approved by the KTWDB, the Chief Elected Official for the Workforce Development Consortium, and the North Carolina Division of Workforce Solutions.
- B. The Subrecipient assures that it will administer its services under the WIOA in full compliance with safeguards against fraud and abuse as set forth in WIOA and the WIOA Regulations; that no portion of its WIOA service will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, disability, or political affiliation or belief; that it will target employment and training services to those most in need of them.
- C. The Subrecipient assures that it will administer its services funded under the WIOA in accordance with these provisions: (1) a trainee will receive no payments for training activities in which the trainee fails to participate without good cause; (2) on-the-job training participants will be compensated by the employer at the same rate, including periodic increases, as similarly situated employees or trainees and in accordance with applicable law, but in no event less than the higher of the rate specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or the applicable State Minimum Wage Law; and (3) participants employed in activities authorized under the Act must be paid wages which will not be less than the highest of (a) the minimum wage under Section 6(a)(1) of the Fair Labor Standards Act of 1938, (b) the minimum wage under the applicable State Minimum Wage Law, or the prevailing rates of pay for individuals employed in similar occupations by the same employer.
- D. The Subrecipient assures that it will administer its services under the WIOA in full compliance with health and safety standards established under State and Federal law and that conditions of employment and training be appropriate and reasonable in light of such factors as the type of work, geographical area and proficiency of the participant.
- E. The Subrecipient assures that all staff and participants/enrollees paid from the grant funds and employed in any service will be covered by workers compensation benefits in accordance with State law; that enrollees in WIOA work-related training will be provided accident or medical insurance to cover any injury resulting from participation in the program; and that enrollees employed in subsidized jobs will 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.
- F. The Subrecipient assures that no funds available under the WIOA will be used for contributions on behalf of any enrollee to retirement systems or plans; to impair existing conditions for services or collective bargaining agreements; to assist, promote, or deter union organization; and to displace any currently employed worker.
- G. The Subrecipient assures that no enrollee will be employed or fill a job opening when any other individual is on layoff from the same or substantially equivalent job, or when the employer terminates the employment of any regular employee or otherwise reduces its work force with the intention of filling vacancies so created by hiring participants subsidized under the Act; and no funds may be used to create promotional lines that infringe upon any current promotional opportunities.
- H. The Subrecipient assures compliance with all federal rules and regulations which prohibit the use

of WIOA funds to lobby the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant or loan. If lobbying has occurred utilizing other than Federal appropriated funds, the Subrecipient agrees to file a disclosure report if applicable.

- I. The Subrecipient assures and certifies that it is in compliance with federal rules and regulations, Debarment and Suspension, 29 CFR Part 98 and is not presently debarred, suspended, for debarment, declared ineligible, or involuntarily excluded from participation in this transaction by any Federal department or agency.
- J. The Subrecipient assures and certifies that the Subrecipient has in place an established grievance procedure to be utilized for grievances or complaints about its program and activities from participants/enrollees, sub-grantees, and subrecipients and other interested parties.
- K. The Subrecipient will comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) which requires fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
- L. The Subrecipient will comply with the provisions of the Hatch Act, which limits the political activity of certain State and local government employees and enrollees in federally funded programs.
- M. The Subrecipient will comply with NC-GS-234, which prohibits public officials and employees from having a personal interest in any contract to which s/he is also a party in an official capacity.
- N. The Subrecipient assures and certifies that it will comply with restrictions regarding conducting business with businesses on the Environmental Protection Agency's List of Violating Facilities. Contracts and subcontracts in excess of \$100,000, or circumstances where the Division of Workforce Solutions has determined that orders under an 'indefinite quantity financial agreement' in any year will not exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.C. 1319 (c)] and is listed by the Environmental Protection Agency (PA) or is not otherwise exempt, the Subrecipient assures that: (1) no facility to be utilized in the performance of the grant has been listed on the EPA List of Violating Facilities; and (2) it will notify the KTWDB, prior to award of the receipt of any communication from the Director of Federal Activities, U.S.E.P.A., indicating that a facility to be utilized for a contract is under consideration to be listed on the EPA List of Violating Facilities.
- O. The Subrecipient will comply with the provisions of nepotism related to federally funded programs.
- P. The Subrecipient assures and certifies that enrollees will not be employed on the construction, operation, or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place for religious worship.
- Q. The Subrecipient assures and certifies that it, and all of its subrecipients, will comply with applicable provisions of the following laws as they relate to employment and training procedures:
 - The Drug Free Workplace Act
 - The Davis-Bacon Act
 - The Immigration Reform Act
 - Child Labor Laws
 - The American's with Disabilities Act
 - The Fair Labor Standards Act

CERTIFICATION:

This is to certify that all specifications contained in the KTWDB's Request for Proposal have been read, understood, and addressed in the proposal; that the required format has been followed; that all of the information contained in this proposal is true and correct; that the Subrecipient organization will comply with all of the above assurances; and that this proposal has been duly authorized by the governing body of the Subrecipient organization.

Signature of Authorized Representative

Date

Name

Title

STATEMENT OF COMPLIANCE

As the authorized signatory official for: _____

Submitted Firm/Organization

I hereby certify:

that the above-named proposer is duly approved to submit this application requesting funding under the Workforce Innovation Opportunity Act;

that the above-named proposer does hereby agree to execute all work related to this application in accordance with the WIOA Grant, the North Carolina Division of Workforce Solutions policies, Kerr Tar Workforce Development Board policies and guidelines, and other administrative requirements issued by the Governor of North Carolina. The vendor shall notify the KTWDB within 30 calendar days after issuance of any amended directives if it cannot so comply with the amendments; and

that the above-named proposer will ensure special efforts to prevent fraud and other program abuses, such as but not limited to, deceitful practices, intentional misconduct, willful misrepresentation and improper conduct which may or may not be fraudulent in nature; and

that the contents of the application are truthful and accurate and the above named vendor agrees to comply with the policies stated in this application; and

that this application represents a firm request subject only to mutually agreeable negotiations; and

that the above-named proposer is in agreement that the KTWDB reserves the right to accept or reject any proposal for funding; and

that the above-named proposer has not been debarred or suspended from receiving federal grants, contracts, or assistance; and that if awarded a contract for the service, assures that no subcontracts, grants or assistance will be made, or permitted to any debarred or suspended organization as provided under Executive Order 12549; and

that the above-named proposer waives any right to claims against the members and staff of the Kerr Tar Council of Governments, Kerr Tar Workforce Development Board, or Kerr Tar Workforce Development Consortium in their individual capacities.

Authorized Representative Signature

Notary Name/Date

Affix Notary Seal

Typed Name/Title

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

Subrecipient Organization:

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 an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION-LOWER TIER TRANSACTIONS

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 changed 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, 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.

**Certification Regarding Drug-Free
Workplace Requirements**

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

Rehabilitation Act of 1973, as amended; or

- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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

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

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

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

Name and Title of Authorized Representative

Signature

Date

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned 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 discuss 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name and Title of Authorized Representative

Signature

Date