

NORTHWEST WORKFORCE INVESTMENT BOARD

Disaster Recovery Jobs Program (DRJP) Temporary Personnel Services

REQUEST FOR PROPOSALS



PROPOSAL DUE JANUARY 23, 2012 at NOON CDT

Northwest Workforce Investment Board
North Central Missouri College
912 Main Street
Trenton, MO 64683
(660) 359-3622

NORTHWEST WORKFORCE INVESTMENT BOARD
DISASTER RECOVERY JOBS PROGRAM TEMPORARY PERSONNEL SERVICES
REQUEST FOR PROPOSALS

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**NORTHWEST WORKFORCE INVESTMENT BOARD
DISASTER RECOVERY JOBS PROGRAM TEMPORARY PERSONNEL SERVICES
REQUEST FOR PROPOSALS**

SECTION I – PROPOSAL FACE & SIGNATURE SHEET

Entity Submitting Proposal: _____

Address: _____

Telephone: _____ Contact Person: _____

Federal ID Number or Social Security Number: _____

Certification/Compliance

I hereby certify that I have been legally authorized to submit this proposal and that all information contained in this proposal is accurate and that the services proposed can be delivered and performed in a timely manner.

I further certify that this agency has not been seriously deficient in its conduct with, or participation in, any Department of Labor programs in the past; or is not a successor organization to one which was seriously deficient in the past unless the Secretary of Labor certifies differently.

I hereby certify that, to the best of my knowledge and belief, the cost data are accurate, complete and current as submitted. I understand that contracts or modifications negotiated in reliance on such data provides the Northwest Workforce Investment Board the right to a price adjustment to exclude any significant sum by which the price was increased because the contractor had submitted data that were not accurate, complete and current as certified.

I also certify that as a condition to the award of financial assistance under the Workforce Investment Act (WIA) from the Department of Labor, I assure, with respect to operation of the WIA funded program or activity and all agreement or arrangements to carry out the funded program or activity, that this agency will comply fully with SECTION VII,– Contract Assurances; and with all applicable requirements imposed by or pursuant to regulations implementing those laws including, but not limited to, 29 CFR part 34. I understand the United States has the right to seek judicial enforcement of this assurance.

Typed Name of Person Authorized to Sign Contract

Title

Signature

Date

SECTION II - BACKGROUND AND GENERAL INFORMATION

The Workforce Investment Act (WIA) of 1998, Public Law 105-220, and Department of Labor Federal Register, part 652, provides Title I funds to operate employment and training programs to serve economically disadvantaged individuals and dislocated workers in Northwest Workforce Investment Board (NW WIB) Workforce Investment Act (WIA) area. WIA is not an entitlement program.

Purpose of the Request for Proposals (RFP):

The Northwest Workforce Investment Board is issuing this Request for Proposals (RFP) to procure a contractor or contractors that will provide payroll and other employee administrative services for the Northwest Region Workforce Investment Board, herein after referred to as the NW WIB, in accordance with the provisions and requirements stated herein.

SECTION III – SCOPE OF WORK

The NW WIB is seeking a partnership with a contractor to provide temporary personnel services for personnel that are participating in the Disaster Recovery Jobs Program (DRJP). This program is funded through the Department of Labor's National Emergency Grant. These funds shall be used to employ participants to work with employers in designated disaster areas in the State of Missouri, Northwest Region.

A. Requirements:

1. The contractor shall provide payroll services on an as needed basis to the sole satisfaction of the NW WIB. The NW WIB estimates, but does not guarantee, that payroll services may be needed for approximately one hundred (100) participants, also referred to as employees, in this program which will be paid an hourly rate to be determined.
2. Most participants will work approximately 1,040 hours, with only a few exceptions to exceed that, during the period March 1, 2012 through September 30, 2012. The NW WIB anticipates, but does not guarantee, extension of the DRJP NEG by the Department of Labor beyond September 30, 2012.
3. Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.
4. The participants will be doing a variety of jobs that include, but may not be limited to debris removal duties (i.e. general laborer, supervisor, equipment operator, and flagman) and humanitarian duties (i.e. office clerk/coordinator [general]).

B. Performance Requirements:

1. Pay periods shall be weekly. Compensation shall be made to the participants within seven (7) calendar days after the submission of the approved time sheet.
2. The NW WIB (or its designee) will approve timesheets submitted by the participants in accordance with the standardized cut-off dates established by the

NW WIB. Timesheet data will be transmitted to the contractor for each payroll period by the NW WIB (or its designee). Upon receipt of approved timesheets and on behalf of the participants, the contractor shall pay the participants. The contractor shall make payments to the participants preferably using pre-paid debit cards according to the date-specific schedule provided by the NW WIB. Other means, such as electronic fund transfer or other mutually agreeable alternatives will be considered. The contractor shall mail the remittance advice to each participant.

3. The contractor shall make payments to the participants based on the number of hours worked during the pay period and the hourly wage authorized by the NW WIB (or its designee).
4. If there is a change in the initial service authorizations for participants, the NW WIB (or its designee) shall notify the contractor of the change (i.e. change in the hourly wage, termination or hiring of employees, increase/decrease in the number of authorized hours of service, etc.).
5. The contractor shall be responsible for all escheatment of funds related to payroll and other monies held under the contract in compliance with Sections 447.500 – 447.595 of the Missouri Revised Statutes.
6. The NW WIB (or its designee) and the contractor shall coordinate a mutually agreeable schedule for each of the following:
 - a. Date-specific pay periods
 - b. Hours-worked transmittal cut-off dates
 - c. Check issuance dates.The schedule shall account for delays due to Federal holidays and may, at the NW WIB's discretion, be modified to meet other contingencies as suggested by the contractor and agreed to by all parties.
7. The contractor shall understand and agree that the contractor is the employer of record for the participant employees.
8. The contractor shall prepare and file all state and federal employer and employee payroll forms, including the forms listed below, for each participant employee. The contractor shall prepare the employer payroll forms in accordance with IRS Notice 2003-010:
 - a. Form 940
 - b. Form 941
 - c. W-2
 - d. W-4
 - e. I-9Copies of all forms shall be provided to the NW WIB.
9. The contractor shall calculate and pay all related employer taxes, including those listed below:
 - a. FICA tax (Social Security and Medicare)
 - b. Federal Unemployment Tax (FUTA)
 - c. State and Federal Withholdings

d. State Unemployment Tax (SUTA)

- 10.** The contractor shall use all available means and current technology to keep all of the participant employees' personal information secure. This applies to paper files in the contractor's office and when transmitting personal information electronically.

C. Workers' Compensation Insurance Requirements:

- 1.** The contractor shall obtain a worker compensation insurance policy specifying the contractor as the policy holder. The policy shall provide workers' compensation insurance coverage to each participant employee in order to protect the NW WIB, its designee, and employer worksites from any workers' compensation claims resulting from employment of DRJP participants. The contractor shall provide proof of such policy to the NW WIB.
- 2.** The contractor shall ensure that the insurer knows and understands that participant employees of the contractor shall not be deemed to be employees of the NW WIB nor its designee, nor employees of the worksite employer.
- 3.** The contractor shall be responsible for filing claims for their participant employees with the insurer. The insurer shall provide information to each participant on the process for filing claims and shall provide technical assistance to each participant employee when a claim for an employee is active. The contractor shall also submit a copy of the entire claim to the NW WIB (or its designee) immediately.

D. Benefits Requirements: The contractor is not required to provide any benefits to the participant employees.

E. Risk Management Requirements:

- 1.** Worksite Safety Programs: The contractor and the NW WIB (or its designee) shall provide a basic worksite safety program that covers basic OSHA and other relevant requirements.
- 2.** Pay Premiums: The contractor shall remit premiums per insurers' schedules for workers' compensation insurance policies.
- 3.** Return to Work: Before a participant employee who has not been working due to a work-related injury can return to work, the contractor shall obtain verification that the participant employee has been cleared to return to work. A copy of the medical clearance shall be provided to the NW WIB (or its designee) immediately.
- 4.** Injury Reports: The contractor shall obtain and retain all injury reports for any participant employee who sustains an injury while working for the contractor. A copy of the medical clearance shall be provided to the NW WIB (or its designee) immediately.

- F. Background Screening:** The contractor shall provide background checks at the request of the NW WIB (or its designee). The requests will be made for specific worksites as predetermined by the NW WIB.
- G. Drug Testing and Physicals:** The contractor shall provide drug testing, tetanus shot and medical physicals for participant employees as required by the worksite and deemed appropriate by the NW WIB.
- H. Safety Classes:** The contractor shall provide standard workplace safety classes to all participant employees. As applicable, based on the participant employee's job description, the contractor shall provide OSHA 10-Hour Safety classes.
- I. Federal Work Authorization Program:** The contractor must screen all participant employees through a federally approved authorization program, such as E-Verify, to ensure that participant employees are not unauthorized aliens. This must be done no later than three (3) days after employment; a copy of each participant employee's authorization must be provided to the NW WIB (or its designee).
- J. Employee Files and Applications:** The contractor shall retain all participant employee files and applications at the contractor's place of business. The contractor shall provide a copy of the participant employees' files to the NW WIB (or its designee).
- K. Accounting and Reporting Requirements:**
1. Following each pay period, the contractor shall generate a report to the NW WIB or its designee for each participant employee. The contractor's report shall list the following, and the information should be in a format that can be sorted (such as Excel spreadsheet) and used by the NW WIB (or its designee) as necessary:
 - a. Each employee's name
 - b. Each employee's hourly wage
 - c. Total payments to each employee
 - d. Total number of hours of service provided by each participant employee during the pay period
 - e. Total dollar amount paid for each worksite
 - f. Accrued expenses and related administrative costs for the payroll (State and Federal Taxes and Workers' Compensation)
 - g. Payroll period covered by the payroll by worksite
 - h. Other information required by the NW WIB.
 2. The contractor shall present the report in a format reflecting month-to-date, and year-to-date totals. Additionally, the contractor shall submit the report in an electronic format acceptable to the NW WIB.
 3. The contractor shall submit, at the end of the contract period, a final report to the NW WIB summarizing all activities for the contract period, including the number of worksites, the number of participant employees, total payments made to participant employees, total hours of service provided, average participant employee wages, and total accrued expenses and related administrative costs.

4. The annual report must be submitted no later than thirty (30) calendar days following the conclusion of the contract period.
5. The contractor shall maintain detailed records of all activities including employee itemized withholdings, the contractor's administrative fees (such as payroll administration fees), and actual payroll payments issued by date. The contractor shall make all records available to the NW WIB upon request.
6. The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the NW WIB.
7. The contractor shall make all such records, books, and other documents relevant to the contract available to the NW WIB and/or its designee in an acceptable format and at all reasonable times during the term of the contract, and for five (5) years from the date of final payment on the contract, including all contract extensions or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the retention period, the contractor shall retain such records until completion of the action and resolution of all issues which arise from it. Failure to retain adequate documentation for any service billed may result in recovery of payments of services not adequately documented.

L. Invoicing and Payment Requirements:

1. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted.
2. Following each pay period, the contractor shall submit an itemized invoice (with the required report as listed in K.1 above) to the NW WIB and its designee listed below.

Northwest Workforce Investment Board
Attn: Jeanie Griffin
912 Main Street
Trenton, MO 64683
jgriffin@mail.ncmissouri.edu

Copy also to NW WIB designee:

Northwest Missouri Regional Council of Governments
Attn: Denise Workman
114 W. 3rd
Maryville, MO 64468
Denise@nwmorcog.org

3. The contractor shall be paid for services at the firm, fixed prices stated on the

Pricing Page. No other payments or reimbursements shall be made to the contractor for any reason whatsoever.

- M. Authorization:** The services of the contractor shall commence only as authorized in writing by the Northwest Workforce Investment Board or other written notice, and shall be undertaken and completed as promised by the contractor in its bid.
- N. Term:** The term of this contract shall be for seven (7) months (March 1, 2012 – September 30, 2012). The NW WIB may, at its sole option, extend the contract for up to two (2) additional one-year terms upon written notice to the contractors.
- O. Time of Completion:** Notwithstanding the term of the contract, the contractor shall complete all work and provide all services in accordance with the schedule of time provided by the contractor in the contractor's proposal.
- P. Questions:** All questions regarding this RFP must be received in writing (fax 660-359-3082 or email lhostetler@mail.ncmissouri.edu) to the NW WIB office by **noon CDT on January 13, 2012**. Responses will be posted on the NW WIB website (www.nwwib.org).

SECTION IV – TERMS, FORMAT, AND CONTENT OF PROPOSAL

The following terms and conditions apply to submitting a proposal in response to this Request for Proposals:

- A. Incurred Expenses:** The NW WIB is not responsible for any expenses which proposers may incur in preparing and submitting proposals called for in this Request for Proposals.
- B. Interviews:** The NW WIB reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The NW WIB will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.).
- C. Request for Additional Information:** The proposer shall furnish such additional information as the NW WIB may reasonably require. This includes information which indicates financial resources as well as ability to provide and maintain the system and/or services. The NW WIB reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.
- D. Acceptance/Rejection/Modification to Proposals:** The NW WIB reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.
- E. Proposals Binding:** All proposals submitted shall be binding for ninety (90) calendar days following the opening.
- F. Proprietary Information:** In accordance with Public Records Law, and except as may be provided by other applicable State and Federal law, all proposers should be aware that Requests for Proposals and the responses thereto are in the public domain. However, the

proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All proposals received from proposers in response to this Request for Proposal will become the property of the NW WIB and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the NW WIB.

- G. Proposer's Certification:** By submitting a proposal, the proposer certifies that the organization has fully read and understands the proposal method and has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the NW WIB has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to NW WIB employees or their family members.

- H. Non-Exclusive Contract:** The agreement resulting from this RFP shall be a non-exclusive contract, and the NW WIB reserves the right to purchase same or like services from other sources the NW WIB deems necessary and appropriate.

- I. Late Proposals:** Proposals received by the NW WIB after the time specified on the receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposal to the location designated for receipt of proposals. The NW WIB is not responsible for the U.S. mail or private couriers in regards to mail being delivered by the specified time so that a proposal can be considered. All proposals will be received at the time and place specified and made available for public inspection when an award decision is made.

- J. Completeness:** All information required by the Request for Proposal must be supplied to constitute a legitimate proposal. The NW WIB reserves the right to use any and all information presented in any response to the RFP. Acceptance or rejection of the RFP does not affect this right.

- K. Execution of Agreement:** It is anticipated the selection of a firm will be completed as soon as possible. The successful proposer shall, within thirty (30) calendar days after notice of award, enter into a contract with the NW WIB for the performance of work awarded and shall simultaneously provide any required bonds, indemnities and insurance certificates. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

SECTION V – SUBMISSION OF PROPOSALS

In order for the NW WIB to adequately compare proposals and evaluate them uniformly and objectively, all proposals shall be submitted in accordance with the following format. The proposal should be prepared simply and economically, providing straight-forward and concise information as requested.

A. Qualifications:

1. Proposal Face & Signature Sheet from RFP Section I
2. Pricing Page from RFP Section VI
3. Copy of the offeror's State of Missouri Certificate of Corporate Good Standing and a statement indicating the legally constituted authority under which the organization functions.

B. Technical Information:

1. Overview of the company, including the year founded and office locations.
2. Provide sufficient information to indicate the offeror understands the Scope of Work (RFP Section III) and to describe how the offeror will plan, implement, and accomplish the project.
3. Specifically discuss your approach to developing preliminary and final project plans as outlined in the Scope of Work.

- C. Proposal Due Date:** Sealed proposals with one (1) original, one (1) complete copy, and one complete copy in PDF electronic format on CD-ROM or a 'flash' type drive shall be received at the NW WIB office no later than noon CDT on January 23, 2012. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

NW WIB / NCMC
Attn: Lisa Hostetler
912 Main Street
Trenton, MO 64683

Submitted envelopes should be marked:

REQUEST FOR PROPOSALS –DRJP TEMPORARY PERSONNEL SERVICES

- D. Amendments:** If it becomes necessary to revise or amend any part of this Request for Proposals, the NW WIB will furnish the revision by electronic amendment to all prospective proposers who received an original Request for Proposals.

- E. Proposal Evaluation Process:** The steps and activities in the proposal evaluation process will include the following:

1. A selection committee consisting of at least five (5) members will be established to review and evaluate all proposals submitted in response to this RFP. The committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in the Request for Proposals or as reasonably determined by the committee.
2. The committee will first review each proposal for compliance with the minimum

qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

3. Proposals will then be evaluated and rated in accordance with the evaluation criteria. A short list will be developed identifying the highest ranked proposals.
4. The NW WIB Executive Director or her designee will confer with all responsible proposers who have been short-listed and may arrange, if necessary, for interviews/presentations by the respective firms.
5. The NW WIB Executive Director reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award.
6. The NW WIB reserves the right to reject any and all proposals and to waive minor irregularities. The NW WIB further reserves the right to seek new proposals when such a procedure is reasonable and in the best interests of the NW WIB to do so.

F. Criteria for Award: The selection committee will evaluate proposals and a recommendation will be made to the NW WIB Board of Directors. Each proposal will be evaluated for full compliance with the RFP instructions to the offeror and the mandatory terms and conditions set forth in this RFP. The objective of the evaluation will be to recommend the firm who is most responsive to the herein described needs of the NW WIB. Proposals which are responsive to this Request for Proposals will be evaluated based on, but not limited to, the following criteria:

1. **30%** - demonstrated experience and expertise of the offeror and its staff in providing service of a similar nature to public sector clients.
2. **35%** - demonstration of a complete understanding of the NW WIB's requirements, including the approach to planning, implementing and performing the Scope of Work.
3. **35%** - the cost of the proposed service.

G. Questions Regarding Specifications or Proposal Process: To ensure fair consideration for all proposers, the NW WIB prohibits communication to or with any employee during the submission process, except as provided below. Additionally, the NW WIB prohibits communications initiated by a proposer to any Board Member(s) or employee(s) evaluating or considering the proposals prior to the time an award decision is made. Any communication between proposer and the NW WIB will be initiated by the appropriate NW WIB Board Member or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal(s).

1. Any questions relative to interpretation of specifications or the proposal process shall be addressed to the NW WIB in writing, in ample time before the period set

for the receipt and opening of proposals. No inquiries, if received within ten (10) days of the date set for receipt of proposals, will be given any consideration.

2. It will be the responsibility of the proposer to contact the NW WIB prior to submitting a proposal to ascertain if any amendments have been issued, to obtain all such amendments, and to acknowledge amendment with the proposal.

SECTION VI - PRICING PAGE

FEES SHALL NOT EXCEED: The NW WIB is required by law to limit the amount which may be paid under any contract. Therefore, the NW WIB will establish a fixed sum, which cannot be exceeded, for the work to be performed under this contract. Your proposal must allow the NW WIB to clearly determine its costs from this proposal. Work in excess of the fixed sum will not be eligible for payment unless the actual work is authorized in writing and funds are certified as appropriated and available prior to the performance of any work beyond the work covered by the fixed contract amount.

1. Payroll Administration Fee – General Laborer: \$_____per hour
2. Payroll Administration Fee – General Supervisor: \$_____per hour
3. Payroll Administration Fee – Equipment Operator: \$_____per hour
4. Payroll Administration Fee – Flagman: \$_____per hour
5. Payroll Administration Fee – Office Clerk/Coordinator, General: \$_____per hour
6. Employee Set-up Fee: \$_____each
7. Statewide Background Search: \$_____each
8. National Background Search: \$_____each
9. Drug Testing: \$_____each
10. Tetanus Shot: \$_____each
11. Medical Physical: \$_____each
12. OSHA 10-hour Safety Class: \$_____each

SECTION VII – CONTRACT ASSURANCES

1. The Subcontractor shall assure the WIB that it and its subrecipients will establish in accordance with WIA Section 184, fiscal control and fund accounting procedures that may be necessary to ensure the proper disbursement of and accounting for funds made available by the Contract Agreement.
2. The Subcontractor shall assure the WIB that it and its subrecipients will comply with the requirements of the common rule Uniform Administrative Requirements (or as amended) applicable to the type of entity receiving WIA Title I funding under this agreement.
 - 29 CFR, Part 97 – Uniform Administrative Requirements for Grants and Cooperative Agreement to State and Local Governments; or
 - 29 CFR, Part 95 – Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations.
3. The Subcontractor shall assure the WIB that it and its subrecipients will comply with the federal allowable costs/costs principles that apply to the type of entity receiving WIA Title I funding under this agreement. The regulation at 29 CFR 95.27 and 29 CFR 97.22 (and 20 CFR 667.200 (c) (1-5) identify the federal principals for determining allowable costs.
4. The Subcontractor assures that it and its subrecipients will comply with restrictions regarding Lobbying codified at 29 CFR Part 93.
5. The Subcontractor assures that it and its subrecipients will comply with requirements for a Drug-free workplace codified at 29CFR Part 98.
6. The Subcontractor assures that it and its subrecipients will comply with requirements for Debarment and Suspension as codified at 29 CFR Part 98.
7. The Subcontractor assures that it and its subrecipients will comply with requirements of the American's with Disabilities Act of 1990 (or as amended) and associated Code of Federal Regulations as applicable to the entity directly or indirectly as recipients of contracted funds from the State of Missouri.
8. The Subcontractor assures that it and its subrecipients will comply with Title VI of the Civil Rights Act of 1964, as amended, and implementing regulations at 29 CFR part 31, which prohibit discrimination and required provision of equal opportunity on the basis of race, color, or national origin.
9. The Subcontractor assures that it and its subrecipients will comply with Section 504 of the Rehabilitation Act of 1973, as amended (including amendments made by the Americans with Disabilities Act Amendments Act of 2008), and U.S. Department of Labor's implementing regulations at 29 CFR part 32, which prohibit discrimination and require provision of equal opportunity on the basis of disability.
10. The Subcontractor assures that it and its subrecipients will comply with Title IX of the Education Amendments of 1972, as amended, and implementing regulations at 29 CFR part 36, which prohibit discrimination and require provision of equal opportunity on the basis of sex in education and training programs.
11. The Subcontractor assures that it and its subrecipients will comply with Age Discrimination Act of 1975, as amended, and implementing regulations at 29 CFR part 35, which prohibit discrimination

and require provision of equal opportunity on the basis of age, but permit certain distinctions based on or related to age.

12. The Subcontractor assures that it and its subrecipients will comply with the Privacy Act of 1975, as amended.
13. The Subcontractor assures that it and its subrecipients will comply with Nondiscrimination and Equal Opportunity provisions codified at 29 CFR Part 37.
14. In accordance with the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the Subcontractor and its subrecipients shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
 - The percentage of the total costs of the program or project which will be financed with federal money;
 - The dollar amount of federal funds for the project or program; and
 - Percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
15. The Contracting Agency assures that it and its subrecipients will comply with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.
16. The Contracting Agency assures that it and its subrecipients will comply with the Requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
17. The Contracting Agency assures that it and its subrecipients will comply with provisions of the Hatch Act (U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
18. The Contracting Agency assures that it and its subrecipients will comply as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a 7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction subagreements.
19. The Contracting Agency assures that it and its subrecipients will comply as applicable, with the Flood Insurance Purchase Requirements of Section 102(A) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase

flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

20. The Contracting Agency assures that it and its subrecipients will comply with Environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P. L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
21. The Contracting Agency assures that it and its subrecipients will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
22. The Contracting Agency assures that it and its subrecipients will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a.1 et seq.)
23. The Contracting Agency assures that it and its subrecipients will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
24. The Contracting Agency assures that it and its subrecipients will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
25. The Contracting Agency assures that it and its subrecipients will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
26. The Contracting Agency assures that it and its subrecipients will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments and Non-Profit Organizations.”
27. The Subcontractor shall assure the WIB that it will annually monitor and resolve any monitoring findings of subrecipients receiving funds under WIA Title I. Such monitoring shall be done in accordance with WIA Section 184(a)(4), 20 CFR 667.400, 20 CFR 667.410, 20 CFR 667.500 and additional requirements as issued by the Contractor.
28. The Subcontractor shall assure that it and its subrecipients will establish and maintain a procedure for grievances and complaints according to the requirements of 20 CFR 667.600 and any additional requirements issued by the Contractor, as outlined in Attachment 1 of this Exhibit.

29. The Subcontractor assures that it and its subrecipients shall not use funds received under WIA to displace any currently employed employee or previously laid off employee from the same or substantially equivalent job in accordance with WIA Section 667.270.
30. The Subcontractor shall assure that it and its subrecipients shall comply with the confidentiality requirements of WIA Section 136 (f)(3).
31. The Subcontractor shall assure that it and its subrecipients will not use funds received under WIA to assist, promote, or deter union organizing in accordance with WIA Section 181 (b)(7).
32. The Subcontractor shall assure that it and its subrecipients shall comply with 20 CFR 667.200 (g)(1)(2) regarding nepotism.
33. The Subcontractor shall assure that it and its subrecipients will not expend funds provided under WIA Title I for those activities identified and prohibited in 20 CFR 667.260, 667.262, 667.264, 667.266, 667.268 and 667.270.
34. The Subcontractor assures that it and its subrecipients receiving WIA Title I funds will provide services through the Local Workforce Investment Area Plan that are consistent with the State of Missouri Workforce Investment Plan (or as modified) and all Scope(s) of Work.
35. The Subcontractor assures that it and its subrecipients will comply with Public Laws 111-8, none of the funds appropriated in the Act under the heading "Employment and Training" shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. This limitation shall not apply to vendors providing goods and services as defined on OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment & Training Administration programs. See Training and Employment Guidance Letter (TEGL) number 5-06 for further clarification.
36. The Subcontractor assures that it and its subrecipients will comply with the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215), as implemented by the Final Rule published on December 19, 2008 at 73 Fed. Reg. 78132. The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. The Planning Guidance (either the Stand-Alone Planning Guidance at 73 FR 72853 (December 1, 2008)) or the Unified Planning Guidance at 73 FR 73730 (December 3, 2008 requires states to describe the policies and strategies in place to ensure, pursuant to the Jobs for Veterans Act and the regulations, that priority of service is provided to veterans (and certain spouses) who otherwise meet the eligibility requirements for all employment and training programs funded by the USDOL. In addition, the states are required to provide assurances that they will comply with the Veterans' Priority Provisions established by the Jobs for Veterans Act (38 USC 4215).
37. The Subcontractor assures that it and its subrecipients will comply with 285.530 RSMO.
 - Pursuant to section 285.530.2, RSMo, the Subcontractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees

hired after enrollment in the program who are proposed to work in connection with the contracted services included herein.

- Pursuant to section 285.530.5, RSMo, neither the Subcontractor nor any subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that:
 - a. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and
 - b. shall not henceforth be in such violation and
 - c. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
38. The Contracting Agency assures that it and its subrecipients will comply with Executive Order 04-09. No award of a contract shall be made to a vendor who contemplates performing work pursuant to the contract at a site outside the United States, unless one of the conditions of Executive 04-09 is met. Reference Department Procurement Authority Delegation and Procedures located at <http://oa.mo.gov/purch/governance.html>
39. The Subcontractor assures that it and its subrecipients will expend funds provided by the Contract Agreement in accordance with WIA, WIA regulations, Department of Labor and Division of Workforce Development guidance, and all other applicable federal, state or local laws.
40. The Subcontractor, by signature of these assurances, provides the following Certification Regarding Lobbying in accordance with 29 CFR Part 93 and certifies that to the best of his or her knowledge and belief:
- No federal appropriated funds have been paid or will be paid, by or on behalf of the signatory, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant loan, or cooperative agreement, the signatory shall complete and submit Standard Form – LLL “Disclosure of Lobbying Activities”, in accordance with its instructions.
 - The signatory shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.

41. By signature of the Contract Agreement, the Contracting Agency provides the following Certification regarding a Drug Free Workplace in accordance with 29 CFR Part 98 and certifies that it will or will continue to provide a drug free workplace by:

- (1.) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (2.) Establishing an ongoing drug-free awareness program to inform employees about:
 - A. The dangers of drug abuse in the workplace;
 - B. The grantee's policy of maintaining a drug-free workplace;
 - C. Any available drug counseling, rehabilitation, and employee assistance programs;
 - D. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3.) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
- (4.) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - A. Abide by the terms of the statement;
 - B. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (5.) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (4) (B) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number (s) of each affected grant;
- (6.) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4) (B), with respect to any employee who is so convicted:
 - A. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - B. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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

42. By signature of the Contract Agreement, the Contracting Agency provides the following Certification regarding Debarment and Suspension in accordance with 29 CFR Part 98 and certifies that to the best of his or her knowledge and belief that it and its principals:

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

43. **NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:**

Note: This particular assurance (portions which are duplicated elsewhere in other assurances) is applicable to the extent that the program activities are conducted as part of the One Stop delivery system (See 29 CFR 37.2).

As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the Contracting Agency assures that it and its subrecipients will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

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

(4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

(5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Contracting Agency and its subrecipients also assure that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Contracting Agency's operation of the WIA Title I B financially assisted program or activity, and to all agreements the Contracting Agency makes to carry out the WIA Title IB financially assisted program or activity. The Contracting Agency understands that the United States has the right to seek judicial enforcement of this assurance.

44. The Subcontractor shall ensure that no participant in a WIA program shall be employed or that a job opening be filled when any other individual is on layoff from the same or any substantially equivalent job, or when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this Act.
45. The Subcontractor agrees to:
 - Share with all WIB Subcontractors pertinent information (excluding information covered by the Privacy Act) regarding any mutual client and to give preferential consideration for clients transferring from one agency to another for services;
 - Share with the WIB Subcontractor's client, employer, and program data that can be used to assess needs for the delivery of services;
46. The Subcontractor will agree to allow the utilization of WIA funded agency facilities and equipment by other WIB Subcontractor's if it is in the best interest of the client and the utilization is carried out in a mutually agreed manner. The allowable training activities covered shall be intake and assessment interviews and periodic individual counseling contact.
47. The Subcontractor agrees to provide appropriate staff be available for such meetings, training, info-shares, etc. that may be provided by the WIB, Division of Workforce Development, Department of Labor and others as deemed appropriate.
48. The Subcontractor will provide training and orientation on the approved Contract to all staff funded under this Contract. The Subcontractor shall provide staff with customer responsibilities, as appropriate, and copies of:
 - 1) Workforce Investment Act of 1998, and Final Rule (Federal Registrar 20 CFR Part 652 et al.)
 - 2) Workforce Investment Board Business Plan
 - 3) Contract Scope(s) of Work
 - 4) Appropriate Contract/Target Plan
 - 5) Division of Workforce Development (DWD) Issuances
 - 6) Service Integration Policies and Procedures Manual