

**Waccamaw Regional Council of Governments**  
**Waccamaw Workforce Development Board**  
Serving Georgetown, Horry and Williamsburg Counties

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## **REQUEST FOR PROPOSAL (RFP)**

REQUEST FOR PROPOSAL #:                      WRCOGWIOA2019-1 – Title I Adult/Dislocated Worker  
Program Services  
(July 1, 2019-June 30, 2020)

RFP RELEASE DATE:                              **February 26, 2019 by 5 PM EST**

PROPOSAL SUBMITTAL DEADLINE:           **March 28, 2019 at 12 PM EST**

PURPOSE: The Local Workforce Development Area (LWDA) comprised of Horry, Georgetown and Williamsburg Counties is requesting Proposals for Title I Adult and Dislocated Worker Services as authorized under the Workforce Innovation and Opportunity Act (hereafter “WIOA”) of 2014.

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We invite the submission of Proposals in accordance with requirements contained in the following solicitation. Because the Contracts that may result from this solicitation are funded through a combination of Federal, State and Local funding sources, uncertainty exists with respect to what level of funds may be made available to Proposers.

The proposal **MUST** be received by the **Waccamaw Regional Council of Governments** by **Thursday, March 28, 2019 at 12 PM EST**. Any proposal received after the deadline will be deemed non-responsive.

Proposers are required to demonstrate/document the availability or commitment to meet requirements described herein. Proposers are required to commit to coordinating delivery of services for WIOA funded Adult and Dislocated Workers. Workforce development minded organizations with or without previous experience as a contractor with the WWDB are encouraged to submit proposals; however, only proposals from organizations that can demonstrate that they have the ability to provide workforce development services within the Local Workforce Development Area (LWDA) will be accepted.

The Proposal must be [signed in Blue Ink](#) by an official authorized to bind the proposing organization along with a statement to the effect that the proposal is firm for a period of at least 120 days from the closing date for submission.

This solicitation does not commit **Waccamaw Regional Council of Governments** or **Waccamaw Workforce Development Board** to award a contract or to pay any costs incurred in the preparation of a proposal. **Waccamaw Regional Council of Governments** and **Waccamaw Workforce Development Board** reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with all qualified Proposers, or to cancel in part or in whole this RFP if it is in

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the best interest of the **Waccamaw Regional Council of Governments and Waccamaw Workforce Development Board** to do so.

The term of any Contract(s) resulting from this RFP is to be for the period beginning July 1, 2019 and continuing through June 30, 2020.

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**SECTION I: SCOPE OF BID SOLICITATION**

**1.1 TO ACQUIRE SERVICES**

The Waccamaw Workforce Development Board (hereafter “WWDB”), which serves Horry, Georgetown and Williamsburg Counties, is soliciting proposals from organizations to operate, manage, and deliver Title I-B Adult and Dislocated Worker workforce development services authorized and funded under the Workforce Innovation and Opportunity Act (WIOA) of 2014.

**1.2 CONTRACT PERIOD**

The contract period is a 12-month contract.

Contract Base Period: July 1, 2019 through June 30, 2020.

All budgetary and unit cost information submitted in the proposal should be based on the Contract Base Period referenced above. Contracts may be renewed annually for up to 3 program years at the option of WWDB.

**1.3 SERVICE AREA**

The service area of **the Waccamaw Workforce Development Area (WWDA) includes the three counties of Georgetown, Horry and Williamsburg**. Proposal(s) must be submitted for the entire three-county region. Proposals must address an activities described in Section VII.

**1.4 SERVICES TO BE PROCURED**

**2019-2020 WIOA FUNDING ALLOCATIONS**

Proposers should ensure that the grand total of their proposal does not exceed the total amount below for the counties to be served. The WWDB does not require any particular percentage per County, however, please demonstrate dollars spread for services throughout the area.

Adult	Dislocated Worker	Total
\$655,166.17	\$546,178.94	\$1,201,345.11

**1.5 ABBREVIATIONS**

The following are abbreviations as used in this RFP:

**LWDA** - Local Workforce Development Area

**WIOA** – Workforce Innovation and Opportunity Act

**WWDB** - Waccamaw Workforce Development Board

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**WWDA** - Waccamaw Workforce Development Area

**WRCOG** - Waccamaw Regional Council of Governments

**DOL** - US Department of Labor

**SCDEW** - South Carolina Department of Employment and Workforce

**CLEO** - Chief Local Elected Officials

**TEGL** – Training and Employment Guidance Letters

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## **SECTION II: INTRODUCTION AND BACKGROUND**

### **2.1 GOAL**

The WWDB is soliciting proposals from organizations to perform Title I Adult and Dislocated Worker Services authorized under the Workforce Innovation and Opportunity Act of 2014. It is the intent of the Waccamaw Workforce Development Board to build and maintain a high-performing and comprehensive workforce system that will help participants address and resolve problems they may encounter while attaining the education and/or skills needed to find and keep employment and advance in the workforce. The system will also link services to the local labor market needs, community programs, and services that have strong connections between academic and occupational learning and which provide for the holistic development of individual needs.

ALL WIOA funded services must be delivered in accordance with WIOA rules and regulations, guidance from US Department of Labor (hereafter “DOL”), the State of South Carolina Department of Employment and Workforce and policies set forth by the WWDB.

### **2.2 PURPOSE**

This solicitation is an invitation for qualified Proposers to submit proposals to provide all of the services listed in Section 1 – Scope of Solicitation and Section VII-General Requirements and Scope of Work to this solicitation. These services will be provided to eligible, qualified individuals within the designated geographic area.

This solicitation establishes proposal procedures, defines specific information that must be submitted in order to be considered for award of a contract, and identifies the criteria used to evaluate proposals.

The WWDB is soliciting proposals from organizations to operate, manage, and deliver Title I-B Adult and Dislocated Worker workforce development services authorized and funded under the Workforce Innovation and Opportunity Act (WIOA) of 2014. Funding for this Request for Proposals (RFP) and any contract(s) awarded to selected Proposer is subject to federal allocation amounts awarded to the local area. Please refer to <http://www.doleta.gov/WIOA> for more information on WIOA.

It is the intent of the Waccamaw Workforce Development Board to build and maintain a high-performing and comprehensive workforce system that will help participants address and resolve problems they may encounter while attaining the education and/or skills needed to find and keep employment and advance in the workforce. The system will also link services to the local labor market needs, community programs, and services that have strong connections between academic and occupational learning and which provide for the holistic development of individual needs.

WRCOG and WWDB engage in full and open competition.

### **2.3 OVERVIEW OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT**

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WIOA was signed into law on July 22, 2014 by President Barrack Obama and was implemented in South Carolina on July 1, 2015. This is the first legislative reform of the public workforce system in more than 15 years. WIOA supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973.

The act was implemented to consolidate, coordinate, and improve employment, training, literacy and vocational rehabilitation programs in the United States. WIOA provides the framework for a national workforce preparation system that is flexible, responsive, customer-focused, and locally managed. Mandatory core program partners include: Adult, Dislocated Worker, Youth, Wagner-Peyser, Adult Education and Literacy, and Vocational Rehabilitation, along with other required partners specified in the Act.

The three hallmarks of WIOA include:

1. Serving the needs of businesses and workers drive workforce solutions, and local boards are accountable for this within the communities they serve.
2. Providing excellent customer-centric services and focusing on continuous improvement in One-Stop Centers; and,
3. Supporting the workforce system's strong regional economies and playing an active role in community and workforce development.

WIOA is built around the following key principles:

- Increasing access and opportunity, particularly for those individuals with barriers to employment, to ensure success in the labor market.
- Supporting the alignment of workforce investment, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system.
- Improving the quality and labor market relevance of workforce investment, education, and economic development efforts to provide workers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages, and providing employers with the skilled workers they need to succeed in a global economy.
- Promoting improvement in the structure and delivery of services to better address the employment and skill needs of workers, jobseekers, and employers.
- Increasing the prosperity of workers and employers and the economic growth of communities, regions, and states, and the global competitiveness of the United States.
- Providing workforce investment activities, through statewide and local workforce development systems, that increase the employment, retention and earnings of participants, and increasing attainment of recognized postsecondary credentials by participants.

Proposers are strongly encouraged to follow the Department of Labor's WIOA resource page for latest updates: [www.doleta.gov/wioa](http://www.doleta.gov/wioa)

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### **2.4 OVERVIEW OF THE WACCAMAW WORKFORCE DEVELOPMENT BOARD**

The Waccamaw Workforce Development Board (WWDB) is the regional entity that implements the Workforce Innovation and Opportunity Act in Georgetown, Horry and Williamsburg counties of South Carolina. Appointed by the Chief Local Elected Officials (CLEO), the WWDB is responsible for planning and overseeing local workforce development programs. The majority of the WWDB members are business representatives while other members include representatives of education providers, labor organizations, community-based organizations, economic development agencies, and partners participating in the SC Works system.

Waccamaw Regional Council of Governments serves as the administrative entity and fiscal agent for the Waccamaw Workforce Development Board. The current One-Stop Operator is Ross Innovative Employment Solutions.

WWDB's oversight responsibility includes designation of the SC Works Operator, certification of the SC Works centers, selection and monitoring of workforce development service providers, creating policies, setting local service center performance standards, and promoting private sector involvement, especially employer linkages to the SC Works systems.

The Workforce Innovation and Opportunity Act requires each Local Workforce Development Area to develop and submit to the Governor a comprehensive four-year local plan, in partnership with the Chief Elected Officials. The local plan serves as a four-year action plan to develop, align, and integrate local area service delivery strategies with those that support the State's strategic and operational goals.

All Proposers are encouraged to review the complete "WWDB Local Plan 2016-2020" for additional information and details. It can be accessed at [www.waccamawworks.org](http://www.waccamawworks.org).

### **2.5 STRATEGIC GOALS OF THE WACCAMAW WORKFORCE DEVELOPMENT BOARD**

The WWDB's strategic vision for preparing an educated and skilled workforce inclusive of youth and individuals with barriers to employment is to guide the Waccamaw workforce delivery system in developing a skilled workforce that meets the needs of businesses and strengthens the local economy in order to support the local area economic growth and economic self-sufficiency.

Strategic Goals:

1. Create a workforce system that is relevant to business customers.
2. Establish a sector partnership and career pathway model to grow the talent pipeline of new and emerging in-demand industries and occupations.
3. Embrace a customer-centric methodology that serves diverse populations and informs improved processes and procedures.
4. Identify industries that have sustainable wage and career opportunities.
5. Support dynamic partner alignment and integration to better serve business customers and jobseeker clients.



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6. Document evidence-based return on investment through a performance management dashboard to track employment, retention, wages, and educational attainment.

## **2.6 FUNDING STRUCTURE FOR PROVISION OF SERVICES**

Funding for this Request for Proposal (RFP) and any contract(s) awarded to successful proposers is through Title I of the Workforce Innovation and Opportunity Act of 2014. Section I provides estimated funding for Program Year 2019 for these services. The WWDB reserves the right to adjust amounts depending on the proposals submitted and/or actual funding received.

WWDB will award a contract based on allocations approved by the State at the beginning of each program year. The South Carolina State Workforce Development Board has set the expectation that the local areas will reach a minimum of 70% expenditures of the total available funds each program year for each funding stream. Therefore, it is expected that the contractor will expend not less than 75% of their total budget each program year. Additional requirements may be set by the Waccamaw Local Workforce Development Board.

## **2.7 CONTRACT ADMINISTRATION AND NEGOTIATION**

Waccamaw Regional Council of Governments, serving as the Administrative Entity, will administer contracts awarded by the WWDB through this RFP in accordance with 2 CFR 200.318 b. WRCOG may require Contractors selected by the WWDB to participate in cost negotiations, technical, or other revisions to their proposals prior to contract finalization. In addition, contract amounts may be adjusted by the WWDB and/or the Board staff based on final allocation figures.

## **2.8 POPULATION DEMOGRAPHICS**

For labor market information for the Waccamaw area, please visit the Labor Market Info section of the SC Works Online Services website: [www.scworks.org](http://www.scworks.org). The local area of Waccamaw consists of Horry, Georgetown, and Williamsburg Counties of South Carolina.

## **2.9 OVERVIEW OF THE SC WORKS SYSTEM**

The SC Works Center brings together a wide variety of Federal, State and local program partners, integrates the provision of their services and provides a full-range of help to job seekers and employers, all under one roof. Services are driven by business and focus on customer choice.

The following is only a sampling of the many services SC Works Centers provide:

- Access to WIOA-funded Services (Adult and Dislocated Worker Services)
- Job-search and job-placement assistance.
- Free access to computers, Internet, fax machines and printers for job search purposes.
- Access to job listings.
- Labor market information.
- Assistance preparing resumes.
- Comprehensive assessment of job skills, abilities, aptitudes and needs.

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- Career counseling.
- Workshops on topics such as interviewing skills.
- Case management.
- Pre-vocational services.
- Information on Unemployment Insurance.
- Individual employment plans.
- Training in literacy skills.
- Referrals to training, education, and related supportive services (such as transportation and child care).
- Recruitment for business.
- Employer services.

There are two types of SC Works Centers: comprehensive and satellite. Comprehensive SC Works Centers provide access to career and training services either on-site or through referral. All satellite SC Works Centers have WIOA services, however, not all of the partner services are available.

The Waccamaw Region has designated SC Works Centers currently located at:

Comprehensive Center	SC Works Conway 200A Victory Lane Conway, SC 29526 Hours: 8:30 – 5:00 M thru F Phone: (843) 546-8581 (TTY 711)
Satellites	SC Works Georgetown 1105 Church Street Georgetown, SC 29440 Hours: 8:30 – 5:00 M thru F Phone: (843) 546-8581 (TTY 711)
	SC Works Kingstree 530 Martin Luther King Ave. Kingstree, SC 29556 Hours: 8:30 – 5:00 M thru F Phone: (843) 546-8581 (TTY 711)

In the event new SC Works Center locations are formed, the successful proposer must be willing to work with the Board to arrange for additional centers and/or relocation of centers or access points so that services to the community will not lapse and maintain excellence in services provided.

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**2.10 PROGRAM BRANDING**

All activities conducted by the program provider and funded by the WWDB will be consistent with the federal, state and local initiatives. All marketing and other internal and external communication (including but not limited to business cards, presentations, materials, documents and forms used in recruiting, worksite development and orientation to students, parents, businesses, as well as specialty items) must use the SC Works Brand logo, as well as any required state or federal workforce co-branding. Any documents or items created by the program provider must be approved by WWDB administrative staff prior to use.

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**SECTION III: GENERAL INFORMATION**

**3.1 EXPENDITURE TIME FRAME**

All budgets submitted for activities under this Request for Proposal are to be for costs incurred between July 1, 2019 and June 30, 2020. The WWDB's funding obligations under any agreement are contingent upon receipt of funds from the USDOL/State allocation guidelines governing distribution within the awarding agency's total jurisdiction. The WWDB is in no way obligated for any funds not received nor any decrease in funding required by allocation formulas.

**3.2 ALLOWABLE WIOA COSTS** - Allowable costs shall only be charged against the following cost objectives or categories:

- **Administration:** Administrative costs generally consist of direct and indirect costs associated with the overall management and administration of the WIOA program and which are not directly related to the provision of program activities or services to participants and employers, and otherwise allocable to the program costs. Examples of administrative costs are: expenses for accounting, budgeting, financial and cost management, procurement and purchasing, property management, personnel management, payroll, coordinating the resolution of findings arising from audits, reviews, investigations and incident reports, audit functions, and general legal services. Expenses incurred for developing systems and procedures required for these types of administrative functions will also be counted as administrative cost. These examples are not all inclusive; for additional information concerning costs chargeable to the administrative cost objective/category, see 2 CFR 200 Subpart E.
- **Non-Administration:** These costs generally consist of expenses which directly relate to providing program activities and services to WIOA participants and employers, including expenses related to tracking and monitoring program, participant or performance requirements, as well as costs incurred for information systems when related to tracking or monitoring of participant and performance information and other performed activities. Examples of such costs generally include: salaries, fringe benefits, equipment, supplies, space, staff training, transportation, other related costs of personnel directly engaged in providing program activities or services to WIOA participants and employers, as well as that part of supervisors' and/or coordinators' salaries and fringes representing time worked exclusively on activities or functions directly related to providing program activities or services to WIOA participants and employers and/or time spent supervising personnel who worked exclusively on activities or functions directly related to providing program activities or services to WIOA participants and employers, as well as any other costs that are not considered administration costs. Other included costs can be: books and other teaching aids, equipment and materials used in providing training to participants, insurance coverage for participants, commercially available training packages, tuition charges and entrance fees, classroom space, communications, printing and utilities costs.

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**3.3 PROFIT** - Profit charged to proposals must be fair and reasonable. The proposer(s) profit plan will be reviewed in conjunction with the requirement of federal and state laws and regulations. The WWDB requires that the profit margin not exceed 8% and will be paid on a quarterly basis if performance is met in accordance with the approved profit plan.

**3.4 PRESENTATIONS** – The top three Proposers will be requested to make an oral presentation of their proposal to the WWDB RFP Committee after the proposal opening. Such presentations provide an opportunity for the Proposer to clarify their proposal and to ensure mutual understanding. The Waccamaw Workforce Development Area's Staff will schedule these presentations. All costs associated with the oral presentation will be the responsibility of the Proposers.

**3.5 CONFIDENTIAL INFORMATION** - No documents relating to this procurement will be presented or made otherwise available to any other person, agency or organization until after award. Commercial or financial information obtained in response to this Request for Proposals which is privileged and confidential and is clearly marked as such will not be disclosed at any time. Such privileged and confidential information includes information which, if disclosed, might cause harm to the competitive position of the Proposer supplying the information. All Proposers, therefore, must visibly mark as "Confidential" each part of their proposal and have readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the response, which they consider to contain proprietary information.

However, Proposers should be aware that proposals are subject to the South Carolina Freedom of Information Act (SCFOIA). In the event a public records request is made for information designated by the Proposer as confidential or proprietary, WWDA will communicate with the Proposer.

**3.6 DISCUSSION/NEGOTIATION** - By submission of a proposal, Proposers agree that during the period following issuance of a proposal and prior to final award of contract, the Proposer shall not discuss this proposal request with any party except Ayla Hemeon, or designated staff of the Waccamaw Workforce Development Board. Ms. Hemeon, Workforce Development Director, and her designated staff person(s) reserve the right to conduct discussions with responsible Proposers who submit proposals, which appear eligible for award, for the purpose of clarification to assure full understanding of, and responsiveness to, the requirements of this Request for Proposals. Proposers shall be provided fair and equal treatment with respect to any opportunity for discussion and revision of their proposals, and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers.

**3.7 PRICE NOT DETERMINATIVE** - The WWDB reserves the right to select such Proposers which it deems appropriate and are not bound to accept any proposal based on price alone, further reserving the right to reject any and all proposals if it is deemed to be in the WWDA's best interest.

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**3.8 PROHIBITION OF GRATUITIES** - Amended Section 8-13-420 of the Code of Laws of South Carolina states: "Whoever gives or offers to any public official or employee any compensation including a promise of future employment to influence his action, vote, opinion, or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion, or judgment shall be subject to the punishment as provided by 16-9210 and 19-9-220."

**3.9 PROPOSAL CONSTITUTES OFFER** - By submitting a proposal, the Proposer agrees to be governed by the terms and conditions as set forth in this document, in the Workforce Innovation and Opportunity Act and any changes in the WIOA Federal Regulations. Any proposal containing variations from the terms and conditions of this RFP, at the sole discretion of WWDB may be determined unresponsive. Any inconsistencies between the RFP and other contractual instruments shall be governed by the terms and conditions of the RFP, except where subsequent amendments to any award resulting from this RFP are specifically agreed to in writing by the parties to supersede any such provisions of this RFP.

**3.10 SUBCONTRACT AGREEMENTS** - **The Proposer may purchase or subcontract for the services and/or activities specified** in the Scope of Work and Budget of the contract only with the prior written approval of such subcontracts and subcontractors by the WWDA, and in accordance with procurement requirements in the Uniform Guidance (2 CFR 200.317-326) and the Waccamaw Regional Council of Governments procurement policy. The Proposer, in subcontracting of any of the services and/or activities hereunder expressly understands that in entering such subcontracts, the WWDB is in no way liable to the subcontractor. In order to assure the WWDB of strict performance of this Section, the Proposer must submit to the WWDB subcontract agreements for review upon request.

**3.11 LOCAL BOARD RIGHTS AND OBLIGATIONS** - The local board reserves the right to select such Proposers which it deems appropriate and are not bound to accept any proposal based on price alone, further reserving the right to reject any and all proposals if it is deemed to be in the best interest of the WWDA. The WWDB, nor any agent thereof, on behalf of the WWDA will not be obligated in any way, by any Proposer's response, to this RFP.

**3.12 ADDITIONAL INFORMATION** – The following items do not need to be considered when making a proposal. These items have been purchased previously and will be available for the Contractor once the contract is awarded.

- Equipment/Furniture in SC Works Centers – desks, chairs, computers for staff, phone system and copier, meeting space/classroom furniture (conference tables, chairs,).
- Rent/Lease costs for space in the SC Works Centers.
- The Receptionist/Entry Point Staff and Resource Room Staff which are funded through the One-Stop Operator.

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Ex parte communication is prohibited between the Proposers, their employees, representatives, or agents, and any WWDB policy board member or employee, representative, agent or intermediary, other than as stated above, regarding this Request, except with designated participants in attendance at the Proposer’s Conference and then ONLY DURING:

- Negotiations
- Contract signing
- As otherwise specified in this Request
- Proposer presentations if requested by WWDB

Documentation of violations of this provision by the Proposer, WWDB personnel or its representatives, official or unofficial may result in the rejection of the proposal.

Proposer must acknowledge receipt of any Addendums on the Signature Sheet.

### **3.13 DEFINITIONS**

In accordance with Guidance provided by ETA for WIOA the following definitions apply:

**3.14 ADMINISTRATIVE COSTS**—The term “administrative costs” means expenditures incurred by State boards and local boards, direct recipients (including State grant recipients under subtitle B of title I and recipients of awards under subtitles C and D of title I), local grant recipients, local fiscal agents or local grant subrecipients, and one-stop operators in the performance of administrative functions and in carrying out activities under title I that are not related to the direct provision of workforce investment services (including services to participants and employers). Such costs include both personnel and nonpersonnel costs and both direct and indirect costs.

**ADULT EDUCATION**—The term “adult education” means academic instruction and education services below the postsecondary level that increase an individual’s ability to—

- (A) read, write, and speak in English and perform mathematics or other activities necessary for the attainment of a secondary school diploma or its recognized equivalent;
- (B) transition to postsecondary education and training; and
- (C) obtain employment.

**ADULT EDUCATION AND LITERACY ACTIVITIES**—The term “adult education and literacy activities” means programs, activities, and services that include adult education, literacy, work place adult education and literacy activities, family literacy activities, English language acquisition activities, integrated English literacy and civics education, workforce preparation activities, or integrated education and training.

**AREA CAREER AND TECHNICAL EDUCATION SCHOOL**—The term “area career and technical education school” has the meaning given the term in section 3 of the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 230).

**BASIC SKILLS DEFICIENT**—The term “basic skills deficient” means, with respect to an individual—

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(A) who is a youth, that the individual has English reading, writing, or computing skills at or below the 8th grade level on a generally accepted standardized test; or

(B) who is a youth or adult, that the individual is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual's family, or in society.

**CAREER AND TECHNICAL EDUCATION**—The term “career and technical education” has the meaning given the term in section 3 of the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2302).

**CAREER PATHWAY**—The term “career pathway” means a combination of rigorous and high-quality education, training, and other services that—

(A) aligns with the skill needs of industries in the economy of the State or regional economy involved;

(B) prepares an individual to be successful in any of a full range of secondary or postsecondary education options, including apprenticeships registered under the Act of August 16, 1937 (commonly known as the “National Apprenticeship Act”; 50 Stat. 664, chapter 663; 29 U.S.C. 50 et seq.) (referred to individually in this Act as an “apprenticeship”, except in section 171);

(C) includes counseling to support an individual in achieving the individual's education and career goals;

(D) includes, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;

(E) organizes education, training, and other services to meet the particular needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable;

(F) enables an individual to attain a secondary school diploma or its recognized equivalent, and at least 1 recognized postsecondary credential; and

(G) helps an individual enter or advance within a specific occupation or occupational cluster.

**CAREER PLANNING**—The term “career planning” means the provision of a client-centered approach in the delivery of services, designed—

(A) to prepare and coordinate comprehensive employment plans, such as service strategies, for participants to ensure access to necessary workforce investment activities and supportive services, using, where feasible, computer-based technologies; and

(B) to provide job, education, and career counseling, as appropriate during program participation and after job placement.

**CHIEF ELECTED OFFICIAL**—The term “chief elected official” means—

(A) the chief elected executive officer of a unit of general local government in a local area; and

(B) in a case in which a local area includes more than 1 unit of general local government, the individuals designated under the agreement described in section 107(c)(1)(B).

**COMMUNITY-BASED ORGANIZATION**—The term “community-based organization” means a private nonprofit organization (which may include a faith-based organization), that is representative of a community or a significant segment of a community and that has demonstrated expertise and effectiveness in the field of workforce development.

**CORE PROGRAM**—The term “core programs” means a program authorized under a core program provision.

**CORE PROGRAM PROVISION**—The term “core program provision” means—

(A) chapters 2 and 3 of subtitle B of title I (relating to youth workforce investment activities and adult



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and dislocated worker employment and training activities);

(B) title II (relating to adult education and literacy activities);

sections 1 through 13 of the Wagner-Peyser Act (29 U.S.C. 49 et seq.) (relating to employment services); and

(C) title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), other than section 112 or part C of that title (29 U.S.C. 732, 741) (relating to vocational rehabilitation services).

**CUSTOMIZED TRAINING**—The term “customized training” means training—

(A) that is designed to meet the specific requirements of an employer (including a group of employers);

(B) that is conducted with a commitment by the employer to employ an individual upon successful completion of the training; and

(C) for which the employer pays—

(i) significant portion of the cost of training, as determined by the local board involved, taking into account the size of the employer and such other factors as the local board determines to be appropriate, which may include the number of employees participating in training, wage and benefit levels of those employees (at present and anticipated upon completion of the training), relation of the training to the competitiveness of a participant, and other employer-provided training and advancement opportunities; and

(ii) in the case of customized training (as defined in subparagraphs (A) and (B)) involving an employer located in multiple local areas in the State, a significant portion of the cost of the training, as determined by the Governor of the State, taking into account the size of the employer and such other factors as the Governor determines to be appropriate.

**DISLOCATED WORKER**—The term “dislocated worker” means an individual who—

(A) (i) has been terminated or laid off, or who has received a notice of termination or layoff, from employment;

(ii) is eligible for or has exhausted entitlement to unemployment compensation; or (II) has been employed for a duration sufficient to demonstrate, to the appropriate entity at a onestop center referred to in section 121(e), attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that were not covered under a State unemployment compensation law; and

(iii) is unlikely to return to a previous industry or occupation;

(B) (i) has been terminated or laid off, or has received a notice of termination or layoff, from employment as a result of any permanent closure of, or any substantial layoff at, a plant, facility, or enterprise;

(ii) is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days; or

(iii) for purposes of eligibility to receive services other than training services described in section 134(c)(3), career services described in section 134(c)(2)(A)(xii), or supportive services, is employed at a facility at which the employer has made a general announcement that such facility will close;

(C) was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters;

(D) is a displaced homemaker; or

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- (E) (i) is the spouse of a member of the Armed Forces on active duty (as defined in section 101(d)(1) of title 10, United States Code), and who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member; or  
(ii) is the spouse of a member of the Armed Forces on active duty and who meets the criteria described in paragraph (16)(B).

**DISPLACED HOMEMAKER**—The term “displaced homemaker” means an individual who has been providing unpaid services to family members in the home and who—

- (A) (i) has been dependent on the income of another family member but is no longer supported by that income; or  
(ii) is the dependent spouse of a member of the Armed Forces on active duty (as defined in section 101(d)(1) of title 10, United States Code) and whose family income is significantly reduced because of a deployment (as defined in section 991(b) of title 10, United States Code, or pursuant to paragraph (4) of such section), a call or order to active duty pursuant to a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code, a permanent change of station, or the service-connected (as defined in section 101(16) of title 38, United States Code) death or disability of the member; and  
(B) is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

**ECONOMIC DEVELOPMENT AGENCY**—The term “economic development agency” includes a local planning or zoning commission or board, a community development agency, or another local agency or institution responsible for regulating, promoting, or assisting in local economic development.

**ELIGIBLE YOUTH**—Except as provided in subtitles C and D of title I, the term “eligible youth” means an in-school youth or out-of-school youth.

**EMPLOYMENT AND TRAINING ACTIVITY**—The term “employment and training activity” means an activity described in section 134 that is carried out for an adult or dislocated worker.

**ENGLISH LANGUAGE ACQUISITION PROGRAM**—The term “English language acquisition program” means a program of instruction—

- (A) designed to help eligible individuals who are English language learners achieve competence in reading, writing, speaking, and comprehension of the English language; and  
(B) that leads to—  
(i) attainment of a secondary school diploma or its recognized equivalent; and  
(II) transition to postsecondary education and training; or  
(ii) employment.

**ENGLISH LANGUAGE LEARNER**—The term “English language learner” has the meaning given the term in section 203.

**GOVERNOR**—The term “Governor” means the chief executive of a State or an outlying area.

**IN-DEMAND INDUSTRY SECTOR OR OCCUPATION**—

- (A) IN GENERAL—The term “in-demand industry sector or occupation” means—  
(i) an industry sector that has a substantial current or potential impact (including through jobs that lead to economic self-sufficiency and opportunities for advancement) on the State, regional, or local economy, as appropriate, and that contributes to the growth or stability of other supporting businesses, or the growth of other industry sectors; or

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(ii) an occupation that currently has or is projected to have a number of positions (including positions that lead to economic self-sufficiency and opportunities for advancement) in an industry sector so as to have a significant impact on the State, regional, or local economy, as appropriate.

(B) **DETERMINATION**—The determination of whether an industry sector or occupation is in-demand under this paragraph shall be made by the State board or local board, as appropriate, using State and regional business and labor market projections, including the use of labor market information.

**INDIVIDUAL WITH A BARRIER TO EMPLOYMENT**—The term “individual with a barrier to employment” means a member of 1 or more of the following populations:

- (1) Displaced homemakers.
- (2) Low-income individuals.
- (3) Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in section 166.
- (4) Individuals with disabilities, including youth who are individuals with disabilities.
- (5) Older individuals.
- (6) Ex-offenders.
- (7) Homeless individuals (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6))), or homeless children and youths (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2))).
- (8) Youth who are in or have aged out of the foster care system.
- (9) Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers.
- (10) Eligible migrant and seasonal farmworkers, as defined in section 167(i).
- (11) Individuals within 2 years of exhausting lifetime eligibility under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.).
- (12) Single parents (including single pregnant women).
- (13) Long-term unemployed individuals.
- (14) Such other groups as the Governor involved determines to have barriers to employment.

**INDIVIDUAL WITH A DISABILITY**—

(A) **IN GENERAL**—The term “individual with a disability” means an individual with a disability as defined in section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102).

(B) **INDIVIDUALS WITH DISABILITIES**—The term “individuals with disabilities” means more than 1 individual with a disability.

**INDUSTRY OR SECTOR PARTNERSHIP**—The term “industry or sector partnership” means a workforce collaborative, convened by or acting in partnership with a State board or local board, that—

- (A) organizes key stakeholders in an industry cluster into a working group that focuses on the shared goals and human resources needs of the industry cluster and that includes, at the appropriate stage of development of the partnership—
- (i) representatives of multiple businesses or other employers in the industry cluster, including small and medium-sized employers when practicable;
  - (ii) 1 or more representatives of a recognized State labor organization or central labor council, or another labor representative, as appropriate; and
  - (iii) 1 or more representatives of an institution of higher education with, or another provider of, education or training programs that support the industry cluster; and
- (B) may include representatives of—
- State or local government;

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- State or local economic development agencies;
- State boards or local boards, as appropriate;
- a State workforce agency or other entity providing employment services;
- other State or local agencies;
- business or trade associations;
- economic development organizations;
- nonprofit organizations, community-based organizations, or intermediaries;
- philanthropic organizations;
- industry associations; and
- other organizations, as determined to be necessary by the members comprising the industry or sector partnership.

**IN-SCHOOL YOUTH**—The term “in-school youth” means a youth described in section 129(a)(1)(C).

**INSTITUTION OF HIGHER EDUCATION**—The term “institution of higher education” has the meaning given the term in section 101, and subparagraphs (A) and (B) of section 102(a)(1), of the Higher Education Act of 1965 (20 U.S.C. 1001, 1002(a)(1)).

**INTEGRATED EDUCATION AND TRAINING**— The term “integrated education and training” means a service approach that provides adult education and literacy activities concurrently and contextually with workforce preparation activities and workforce training for a specific occupation or occupational cluster for the purpose of educational and career advancement.

**LABOR MARKET AREA**—The term “labor market area” means an economically integrated geographic area within which individuals can reside and find employment within a reasonable distance or can readily change employment without changing their place of residence. Such an area shall be identified in accordance with criteria used by the Bureau of Labor Statistics of the Department of Labor in defining such areas or similar criteria established by a Governor.

**LITERACY**— The term “literacy” means an individual’s ability to read, write, and speak in English, compute, and solve problems, at levels of proficiency necessary to function on the job, in the family of the individual, and in society.

**LOCAL AREA**—The term “local area” means a local workforce investment area designated under section 106, subject to sections 106(c)(3)(A), 107(c)(4)(B)(i), and 189(i).

**LOCAL BOARD**—The term “local board” means a local workforce development board established under section 107, subject to section 107(c)(4)(B)(i).

**LOCAL EDUCATIONAL AGENCY**—The term “local educational agency” has the meaning given the term in section 9101 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 7801).

**LOCAL PLAN**—The term “local plan” means a plan submitted under section 108, subject to section 106(c)(3)(B).

**LOW-INCOME INDIVIDUAL**—

(A) **IN GENERAL**—The term “low-income individual” means an individual who—

- (i) receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received, assistance through the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (7 U.S.C. 2011 et seq.), the program of block grants to States for temporary assistance for needy families program under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), or the supplemental security income program established under title XVI of the Social Security Act (42 U.S.C. 1381 et seq.), or State or local income-based public assistance;

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- (ii) is in a family with total family income that does not exceed the higher of—
  - the poverty line; or
  - 70 percent of the lower living standard income level;
- (iii) is a homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6))), or a homeless child or youth (as defined under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)));
- (iv) receives or is eligible to receive a free or reduced price lunch under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.);
- (v) is a foster child on behalf of whom State or local government payments are made; or
- (vi) is an individual with a disability whose own income meets the income requirement of clause (ii), but who is a member of a family whose income does not meet this requirement.

**LOWER LIVING STANDARD INCOME LEVEL**—The term “lower living standard income level” means that income level (adjusted for regional, metropolitan, urban, and rural differences and family size) determined annually by the Secretary of Labor based on the most recent lower living family budget issued by the Secretary.

**NONTRADITIONAL EMPLOYMENT**—The term “nontraditional employment” refers to occupations or fields of work, for which individuals from the gender involved comprise less than 25 percent of the individuals employed in each such occupation or field of work.

**OFFENDER**—The term “offender” means an adult or juvenile—

- (A) who is or has been subject to any stage of the criminal justice process, and for whom services under this Act may be beneficial; or
- (B) who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.

**OLDER INDIVIDUAL**—The term “older individual” means an individual age 55 or older.

**ONE-STOP CENTER**—The term “one-stop center” means a site described in section 121(e)(2).

**ONE-STOP OPERATOR**—The term “one-stop operator” means 1 or more entities designated or certified under section 121(d).

**ONE-STOP PARTNER**—The term “one-stop partner” means—

- (A) an entity described in section 121(b)(1); and
- (B) an entity described in section 121(b)(2) that is participating, with the approval of the local board and chief elected official, in the operation of a one-stop delivery system.

**ONE-STOP PARTNER PROGRAM**—The term “one-stop partner program” means a program or activities described in section 121(b) of a one-stop partner.

**ON-THE-JOB TRAINING**—The term “on-the-job training” means training by an employer that is provided to a paid participant while engaged in productive work in a job that—

- (A) provides knowledge or skills essential to the full and adequate performance of the job;
- (B) is made available through a program that provides reimbursement to the employer of up to 50 percent of the wage rate of the participant, except as provided in section 134(c)(3)(H), for the extraordinary costs of providing the training and additional supervision related to the training; and
- (C) is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.

**OUTLYING AREA**—The term “outlying area” means—

- (A) American Samoa, Guam, the Commonwealth of the Northern Mariana Islands, and the United States

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Virgin Islands; and

- (B) the Republic of Palau, except during any period for which the Secretary of Labor and the Secretary of Education determine that a Compact of Free Association is in effect and contains provisions for training and education assistance prohibiting the assistance provided under this Act.

**OUT-OF-SCHOOL YOUTH**—Sec. 129 : the term “out-of school youth” means an individual who is —

- (i) not attending any school (as defined under State law);
- (ii) not younger than age 16 or older than age 24; and
- (iii) one or more of the following:
  - A school dropout.
  - A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter.
  - A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is—
    - basic skills deficient; or
    - an English language learner
  - An individual who is subject to the juvenile or adult justice system.
  - A homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6))), a homeless child or youth (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2))), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under section 477 of the Social Security Act (42 U.S.C. 677), or in an out- of-home placement.
  - An individual who is pregnant or parenting.
  - A youth who is an individual with a disability.
  - A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.

**PAY-FOR-PERFORMANCE CONTRACT STRATEGY**—The term “pay-for-performance contract strategy” means a procurement strategy that uses pay-for-performance contracts in the provision of training services described in section 134(c)(3) or activities described in section 129(c)(2), and includes—

- (A) contracts, each of which shall specify a fixed amount that will be paid to an eligible service provider (which may include a local or national community-based organization or intermediary, community college, or other training provider, that is eligible under section 122 or 123, as appropriate) based on the achievement of specified levels of performance on the primary indicators of performance described in section 116(b)(2)(A) for target populations as identified by the local board (including individuals with barriers to employment), within a defined timetable, and which may provide for bonus payments to such service provider to expand capacity to provide effective training;
- (B) a strategy for independently validating the achievement of the performance described in subparagraph (A); and
- (C) a description of how the State or local area will reallocate funds not paid to a provider because the achievement of the performance described in subparagraph (A) did not occur, for further activities related to such a procurement strategy, subject to section 189(g)(4).

**PLANNING REGION**—The term “planning region” means a region described in subparagraph (B) or (C) of section 106(a)(2), subject to section 107(c)(4)(B)(i).



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**POVERTY LINE**—The term “poverty line” means the poverty line (as defined by the Office of Management and Budget, and revised annually in accordance with section 673(2) of the Community Services Block Grant Act (42 U.S.C. 9902(2))) applicable to a family of the size involved.

**PUBLIC ASSISTANCE**—The term “public assistance” means Federal, State, or local government cash payments for which eligibility is determined by a needs or income test.

**RAPID RESPONSE ACTIVITY**—The term “rapid response activity” means an activity provided by a State, or by an entity designated by a State, with funds provided by the State under section 134(a)(1)(A), in the case of a permanent closure or mass layoff at a plant, facility, or enterprise, or a natural or other disaster, that results in mass job dislocation, in order to assist dislocated workers in obtaining reemployment as soon as possible, with services including—

- (A) the establishment of onsite contact with employers and employee representatives—
  - (i) immediately after the State is notified of a current or projected permanent closure or mass layoff; or
  - (ii) in the case of a disaster, immediately after the State is made aware of mass job dislocation as a result of such disaster;
- (B) the provision of information on and access to available employment and training activities;
- (C) assistance in establishing a labor-management committee, voluntarily agreed to by labor and management, with the ability to devise and implement a strategy for assessing the employment and training needs of dislocated workers and obtaining services to meet such needs;
- (D) the provision of emergency assistance adapted to the particular closure, layoff, or disaster; and
- (E) the provision of assistance to the local community in developing a coordinated response and in obtaining access to State economic development assistance.

**RECOGNIZED POSTSECONDARY CREDENTIAL**—The term “recognized postsecondary credential” means a credential consisting of an industry-recognized certificate or certification, a certificate of completion of an apprenticeship, a license recognized by the State involved or Federal Government, or an associate or baccalaureate degree.

**REGION**—The term “region”, used without further description, means a region identified under section 106(a), subject to section 107(c)(4)(B)(i) and except as provided in section 106(b)(1)(B)(ii).

**SCHOOL DROPOUT**—The term “school dropout” means an individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent.

**SECONDARY SCHOOL**—The term “secondary school” has the meaning given the term in section 9101 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 7801).

**STACKABLE CREDENTIALS**— “part of a sequence of credentials that can be accumulated over time to build up an individual’s qualifications and help them to move along a career pathway or up a career ladder to different and potentially higher-paying jobs.” (TEGL 15-10)

**STATE**—The term “State” means each of the several States of the United States, the District of Columbia, and the Commonwealth of Puerto Rico.

**STATE BOARD**—The term “State board” means a State workforce development board established under section 101.

**STATE PLAN**—The term “State plan”, used without further description, means a unified State plan under section 102 or a combined State plan under section 103.

**SUPPORTIVE SERVICES**—The term “supportive services” means services such as transportation, child care, dependent care, housing, and needs-related payments, that are necessary to enable an individual to participate in activities authorized under this Act.

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**TRAINING SERVICES**—The term “training services” means services described in section 134(c)(3).

**UNEMPLOYED INDIVIDUAL**—The term “unemployed individual” means an individual who is without a job and who wants and is available for work. The determination of whether an individual is without a job, for purposes of this paragraph, shall be made in accordance with the criteria used by the Bureau of Labor Statistics of the Department of Labor in defining individuals as unemployed.

**UNIT OF GENERAL LOCAL GOVERNMENT**—The term “unit of general local government” means any general purpose political subdivision of a State that has the power to levy taxes and spend funds, as well as general corporate and police powers.

**VETERAN; RELATED DEFINITION—**

(A) **VETERAN**—The term “veteran” has the meaning given the term in section 101 of title 38, United States Code

(B) **RECENTLY SEPARATED VETERAN**—The term “recently separated veteran” means any veteran who applies for participation under this Act within 48 months after the discharge or release from active military, naval, or air service.

**VOCATIONAL REHABILITATION PROGRAM**—The term “vocational rehabilitation program” means a program authorized under a provision covered under paragraph (13)(D).

**WORKFORCE DEVELOPMENT ACTIVITY**—The term “workforce development activity” means an activity carried out through a workforce development program.

**WORKFORCE DEVELOPMENT PROGRAM**—The term “workforce development program” means a program made available through a workforce development system.

**WORKFORCE DEVELOPMENT SYSTEM**—The term “workforce development system” means a system that makes available the core programs, the other one-stop partner programs, and any other programs providing employment and training services as identified by a State board or local board.

**WORKFORCE INVESTMENT ACTIVITY**—The term “workforce investment activity” means an employment and training activity, and a youth workforce investment activity.

**WORKFORCE PREPARATION ACTIVITIES**—The term “workforce preparation activities” means activities, programs, or services designed to help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education or training, or employment.

**WORKPLACE LEARNING ADVISOR**—The term “workplace learning advisor” means an individual employed by an organization who has the knowledge and skills necessary to advise other employees of that organization about the education, skill development, job training, career counseling services, and credentials, including services provided through the workforce development system, required to progress toward career goals of such employees in order to meet employer requirements related to job openings and career advancements that support economic self-sufficiency.

**YOUTH WORKFORCE INVESTMENT ACTIVITY**—The term “youth workforce investment activity” means an activity described in section 129 that is carried out for eligible youth (or as described in section 129(a)(3)(A)).

\*These definitions are provided as a courtesy and we are not liable for any inaccuracy. Please refer to Public Law 113-128 (WIOA) Section 3 for the official definitions.



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**SECTION IV: COMPLIANCE**

Funding for the services procured through this RFP are obtained from a number of sources, to include Local, State and Federal funding, therefore there are a significant number of policies that must be followed. Standard Contract Terms and Conditions are located in Appendix A. Proposer's certification that they are aware of, understand and agree to comply with these policies is a general requirement to be considered for any contract(s) pursuant to this RFP. If you take exception or are unable or unwilling to comply with a particular standard, you must identify the standard and provide an explanation. The WWDB will consider your comments, however it should be noted that allowable waivers are rare.

The Submission of a proposal represents that the Proposer has read and understands the solicitation and that its proposal is made in compliance with the solicitation. Proposers are expected to examine the solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the solicitation. Failure to do so will be at the Proposer's risk. Proposer assumes responsibility for any patent ambiguity in the solicitation that Proposer does not bring to the WWDB's attention.

Contractor and service requirements defined in this solicitation are primarily based, as applicable, on the DOL/WIOA, as amended to date, and the federal regulations issued pursuant to the WIOA Legislation \*:

The contractor must comply with the following federal regulations and requirements:

- 29 CFR Part 17, dated 7/1/91 (Executive Order 12372) and any amendments thereto;
- 35 Federal Regulations 32874 et seq. (1973) or any replacements and subsequent revisions or amendments thereof;
- 48 CFR Part 31 (applies to commercial organizations);
- "Jobs for Veterans Act," Public Law 107-288 and 20 CFR Part 1010 (Priority of Service for Covered Persons, Final Rule)
- Section 167 of the Job Training Partnership Act, as amended;
- Section 188 of the Workforce Innovation & Opportunity Act of 2014;
- Title II Subpart A of the Americans with Disabilities Act of 1990, as amended;
- Title VII, Civil Rights Act of 1964, as amended, Section 2000e-16, employment by Federal Government;
- Equal Pay Act of 1963, as amended;
- 29 CFR Part 38: Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation & Opportunity Act of 2014 (WIOA);
- Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and
- Training and Employment Guidance Letters (TEGL) issued by USDOL.

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- State Instruction Letters issued by South Carolina Department of Employment and Workforce.
- \* Other Laws, Regulations and Policies may apply; this is not intended to be an all-inclusive list. Such policies will be listed in awarded contract.

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**SECTION V: PROPOSAL REQUIREMENTS**

**5.1 MINIMUM PROPOSER REQUIREMENTS**

Entities eligible to apply for funding consideration are public and private, for profit and non-profit entities. The selected Proposer shall develop, implement, and maintain WIOA Youth services and/or programs consistent with WIOA regulations, South Carolina's WIOA State Plan, the Waccamaw SC Works system MOU, and State and local policy and procedures such as, but not limited to, the SC DEW Instruction Letters and Waccamaw Instruction Letters. In carrying out the direct service requirements listed below, the selected Proposer shall:

- Ensure WIOA funds are being expended to only those individuals determined to be WIOA eligible in accordance with WIOA law and regulations;
- Develop and implement all WIOA-funded services consistent with the goals and objectives of the WIOA laws and regulations, the SC Works system and SC Works branding.
- Coordinate services to avoid duplication of services with SC Works partner agencies.
- Have the ability to maintain adequate files and records and meet reporting requirements.
- Have the administrative and fiscal capability to provide and manage the proposed services and to provide an adequate audit trail.
- Have experience providing and/or placing participants in vocational/ occupational and skill training.
- Acknowledge any disallowed costs will be the responsibility of the selected provider.
- Meet other requirements listed in this RFP; and
- Maintain current WRCOG WIOA frontline staff for a probation period of 180 days at which time the Provider will determine the status of the workers based on their performance criteria and other factors deemed appropriate by the Provider. The WWDB recognizes that the Provider may have a different pay scale from what current front-line workers receive and it will be the decision of the worker as to whether to accept the new pay scale or terminate his/her employment. The Provider has the right to assign work locations in the event it is proposed to change the staffing numbers across the Centers. In the event a front-line worker does not wish to make the required location change, the front-line worker may choose to terminate his/her employment.

A contract resulting from this RFP is anticipated to begin July 1, 2019 and end June 30, 2020. The WWDB reserves the option to extend the contract for another three years on a year-to-year basis, based on future funding availability, contractors' satisfactory performance, and other factors. Yearly budget negotiations will be conducted for annual extensions.

Respondents to this RFP must submit a proposal for Title I Adult and Dislocated Worker Services that would meet the requirements of the WIOA law and other requirements of the SCDEW. Proposers must commit to being responsible for providing services in the counties of Horry, Georgetown and Williamsburg. All WIOA services funded through this RFP must be provided at existing, or any future

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locations approved by the WWDB, SC Works service centers located within the WWDB's service area. WWDB strongly encourages respondents to identify how they will leverage resources and build coalitions that result in an innovative, responsive and cohesive system. Funds provided by this RFP shall not be used to duplicate facilities or services available in WWDB's service area (with or without reimbursement) from other Federal, State, or local sources.

**5.2 LETTER OF INTENT TO PROPOSE**

A letter of intent to submit a proposal in response to this RFP must be submitted no later than Friday, March 8, 2019 by 5pm EST. A statement on the entity's letterhead stationery, indicating intent to submit a proposal by the stated RFP submission deadline will be sufficient. **The following verbiage is provided as an example: The undersigned, the duly authorized signatory authority for this agency, hereby declares its intent to submit a proposal in response to the Waccamaw Regional Council of Governments/ Workforce Development Board RFP WRCOGWIOA 2019-2.**

- a. Include the addresses, phone numbers, fax numbers and e-mail addresses for the signatory authority and contact person.
- b. The letter of intent to submit a proposal must be signed by the same signatory authority who will sign the proposal to be submitted later. **Facsimile and email copies are accepted. The original must be received in this office within five (5) working days of the letter to submit a proposal.**
- c. **Proposals will not be accepted unless a Letter of Intent to submit a proposal was properly submitted.**

Please forward your Letter of Intent/Proposal to:

Waccamaw Regional Council of Governments  
Ayla Hemeon, Workforce Development Director  
1230 Highmarket Street, Georgetown, SC 29440 (US Postal Service/UPS/FedX/Hand Delivery)

**Or**

Fax: (843)527-2302

Attention: Ayla Hemeon, Workforce Development Director

**Or**

[ahemeon@wrcog.org](mailto:ahemeon@wrcog.org)

**5.3 QUESTIONS CONCERNING THIS RFP**

Typed written questions, including service type, concerning this RFP will be accepted through Wednesday, March 13, 2019 @12:00pm EST. E-mail copies are acceptable.

Please forward your typed written questions to:

Waccamaw Regional Council of Governments

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Ayla Hemeon, Workforce Development Director  
1230 Highmarket Street  
Georgetown, SC 29440  
FAX: (843)527-2302  
Or  
[ahemeon@wrcog.org](mailto:ahemeon@wrcog.org)

#### **5.4 MANDATORY PROPOSER’S CONFERENCE**

A MANDATORY Proposer’s Conference will be held in the large Conference Room of the **Waccamaw Regional Council of Governments** on Wednesday, March 13, 2019 @ 10:00am EST.

Any information that is disseminated at the Proposers’ conference that would change the scope or requirements of the RFP will be posted at [www.waccamawworks.org](http://www.waccamawworks.org).

#### **5.5 EXTENDED QUESTION PERIOD AND PROCESS**

Additional questions concerning this Request for Proposal will be accepted, via e-mail or USPS mail beginning March 14, 2019 through March 19, 2019. Only questions submitted in writing will be answered and no individual answers will be given. On Thursday, March 21, 2019, all parties who submitted a Letter of Intent to submit a proposal will receive a copy via e-mail of all questions submitted during the Extended Question Period along with the appropriate answers.

Please forward questions to:

**[ahemeon@wrcog.org](mailto:ahemeon@wrcog.org)**

Or

Waccamaw Regional Council of Governments  
Ayla Hemeon, Workforce Development Director  
1230 Highmarket Street  
Georgetown, SC 29440

#### **5.6 KEY EVENTS AND DATES**

1. Request for Proposal (RFP) Issued.....February 26,2019
2. Deadline for the Receipt of Letter of Intent to Propose.....March 8, 2019
3. Deadline for Receipt of Questions.....March 13, 2019
4. Proposer’s Conference..... March 13, 2019 @ 10 am
5. Extended Questions Period Begins..... March 14, 2019
6. Extended Questions Period Ends..... March 19, 2019
7. Extended Questions Period Replies Sent ..... March 21, 2019
8. Deadline for Receipt of Proposal.....March 28, 2019 at 12pm

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9. Preliminary Review for Responsiveness by Staff.....April 1, 2019
11. Notification of Non-Responsiveness.....April 2, 2019
12. Corrections for Final Review for Responsiveness .....April 4, 2019 at 10:00 am
13. Final Review for Responsiveness by Staff .....April 5, 2019
14. Proposals delivered to RFP Committee .....April 8, 2019
15. RFP Committee will Rate and Develop Recommendations for Funding of Successful Proposals .....April 12, 2019
16. Top Proposers Presentation to RFP Committee.....April 17, 2019
17. Recommendation to WWDB Board .....April 23, 2019
18. Written Notification to all Proposers.....April 24, 2019
19. Contract Negotiations.....May 1 2019
20. Anticipated Contract Start.....July 1, 2019

The WWDB reserves the right to make changes to the above timeline. Changes to the timeline will be posted to [www.waccamawworks.org](http://www.waccamawworks.org).

#### 5.7 DELIVERY OF PROPOSALS

1. **How.** Proposals may be Mailed or Hand Delivered ONLY. No e-mailed or faxed proposals will be accepted.
2. **Where.** Waccamaw Regional Council of Governments  
Ayla Hemeon, Workforce Development Director  
1230 Highmarket Street  
Georgetown, SC 29440
3. **When.** Proposals will be accepted by the Waccamaw Regional Council of Governments until Thursday, March 28, 2019 at 12 PM EST as established by the Waccamaw Regional Council of Governments.
4. Late proposals **will not be** considered, regardless of the delivery method chosen by the Proposer. At the request and expense of the proposer, late proposals will be returned, unopened, providing such request is made within thirty (30) calendar days of the closing date for this RFP.

#### 5.8 RESPONSIVENESS OF PROPOSALS

1. Proposals will be reviewed for responsiveness based on the criteria established in this RFP. **The Check List for Procurement Proposal Submission form in Appendix B will be used to determine the responsiveness of proposals received.**
2. Proposals will be reviewed for responsiveness by the Waccamaw Regional Council of Governments Workforce Development Staff by April 1, 2019.

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3. Proposers will be notified regarding non-responsive proposals and the Proposer will be given until Thursday, April 4, 2019 at 10 AM EST to make appropriate corrections. Notification will be sent via e-mail and via fax to the contact person listed on the Letter of Intent to bid.

#### **5.9 NUMBER OF PROPOSALS TO BE SUBMITTED**

Each Proposer must submit eight (8) typed copies of their proposal in a sealed container. One copy of the proposal must be submitted with original signatures and date and must have “**ORIGINAL**” stamped or printed on the first page or cover sheet. Each copy of the proposal and any attachments, should be ***triple hole punched*** and ***clipped*** together in a single volume (please use binder clips).

**The Proposer is required to have the following information typed or printed on the outside of the sealed container/package:**

1. Name and Address of the proposing organization;
  2. The RFP (WRCOGWIOA2019-1 ), Closing Date March 28, 2019 and Type of Service.
- The following is an EXAMPLE of what the required outside markings must look like:

EXAMPLE

ABC Provider  
1580 Boardwalk Avenue  
Any City, South Carolina 29000

RFP#: WRCOGWIOA2019-1 , March 28, 2019  
Adult and Dislocated Worker Program

***IT IS IMPORTANT TO NOTE THAT THIS REQUIRED INFORMATION IS VITAL TO THE PROPER INTERNAL HANDLING OF THE PROPOSAL, ESPECIALLY WHEN IT FIRST ENTERS THE DOOR AT THE COUNCIL OF GOVERNMENTS.***

#### **5.10 SIGNATURE AND DATE REQUIREMENTS**

One of the required eight (8) copies must be designated the “Original” copy of the proposal and must be SIGNED AND DATED in BLUE INK. The person who signs the proposal must be a representative of the proposing agency who is legally authorized by his/her governing body to sign contractual agreements on behalf of the Proposer. **Unsigned and/or undated proposals will be deemed non-responsive.**

#### **5.11 RFP REVISIONS**

Should it become necessary to revise any part of this Request for Proposal, all such revisions will be provided in writing to **ALL** entities that submitted a letter of intent to propose or submitted a proposal in response to this RFP.

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Verbal comments or discussion relative to this solicitation will not add, subtract or in any way modify the written provisions contained herein. Any alteration must be in the form of written revision, provided to **ALL** entities that submitted a letter of intent to bid or submitted a proposal in response to this RFP.

**5.12 TAXPAYER IDENTIFICATION NUMBER**

**5.12.1** If Proposer is owned or controlled by a common parent as defined in paragraph (b) of this provision, Proposer shall submit with its proposal the name and TIN of common parent.

**5.12.2** Definitions: "Common parent," as used in this provision, means the corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Proposer is a member. "Taxpayer Identification Number (TIN)," means the number required by the Internal Revenue Service (IRS) to be used by the Proposer in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

**5.12.3** If Proposer does not have a TIN, Proposer shall indicate if either a TIN has been applied for or if a TIN is not required. If a TIN is not required, indicate whether

- (a) Proposer is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- (b) Proposer is an agency or instrumentality of a State or local government;
- (c) Proposer is an agency or instrumentality of a foreign government; or
- (d) Proposer is an agency or instrumentality of the Federal Government.

**5.13 WACCAMAW REGIONAL COUNCIL OF GOVERNMENTS APPEAL AND PROTEST PROCEDURE**

**5.13.1** The following procedures are for the purpose of addressing pre-award protest matters related to solicitation or award of contracts by Waccamaw Regional Council of Governments. The Waccamaw Regional Council of Governments is the responsible party for resolving all matters related to its contracts. These matters include pre-award issues, which may be raised concerning a solicitation or a specific award of a contract.

**5.13.2** Any protest related to solicitation or award of a contract must be filed with the Waccamaw Regional Council of Governments within ten (10) calendar days of the action by the Waccamaw Regional Council of Governments. Submission of a written protest document must be received not later than 5:00 P.M. (Eastern Time) of the tenth (10th) calendar day following the action taken by the Waccamaw Regional Council of Governments. Protests must be filed in writing and be received by



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Ayla Hemeon, Workforce Development Director, [ahemeon@wrcog.org](mailto:ahemeon@wrcog.org). Untimely protests will not be considered.

**5.13.3** In order to file a protest, a party must be aggrieved and must be an organization or individual with a specific interest related to the procurement. Only protests from organizations that can demonstrate that they are aggrieved will be considered. A party is not aggrieved by an error in solicitation or award of a contract unless the party could have potentially received the award but for the error.

The Waccamaw Regional Council of Governments will not consider protests from individuals or organizations who do not have such standing nor from subcontractors of parties with which contracts have been placed.

The signature of a party on a protest document constitutes a certification by the signer that the signer has read the document and to the best of their knowledge, information, and belief and, after reasonable inquiry, the protest is well grounded in fact and is warranted by existing law or by a good faith argument, and that it is not submitted for any improper purpose such as to harass, to limit competition, or to cause unnecessary delay or needless increase in the cost of the procurement or the cause of action.

**5.13.4** The statements in this policy concerning standing do not exclude the participation in the process by an organization, which is the apparent successful Proposer. Such party may participate, to the extent that meetings take place between the Waccamaw Regional Council of Governments and the protestor. However, since the protest procedure primarily will involve the review of the documentary submissions, it is not guaranteed that such an interested party will be specifically involved in the procedure. Interested parties may submit information on the record to support their contention that the procurement was properly carried out and the contract award is valid.

**5.13.5** Protests must be in writing and must state or include the following: that the document constitutes a protest; that general inquiries and other characterizations will not be treated as protest documents; that notice of the specific issues that the protestor believes must be considered; and that a specific remedy, stated therein, is requested.

Additional information in the form of documentary evidence may be submitted as part of the submission. However, all information must be included by the deadline for submission of protests. No additional opportunity to embellish or otherwise expand the information to be reviewed will be accepted.

**5.13.6** Upon receipt of the protest documents, the RFP Committee and the appropriate officials of the Waccamaw Regional Council of Governments (which may include staff and/or board members) will expeditiously review the documents. No hearing will be granted unless, in the view of the Waccamaw Regional Council of Governments, such hearing would substantially clarify the circumstances surrounding the protest. If a hearing is granted, it will be conducted at the offices of

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the Waccamaw Regional Council of Governments and a taped record will be made. The protester may be represented by counsel, but the responsible party of the protesting organization (the person signing the protest) must be present at all times at such meeting.

**5.13.7** Upon receipt of a qualified protest, the Waccamaw Regional Council of Governments will engage in an administrative stay with respect to all procurement activity and contract implementation affected by the protested procurement. Accordingly, if a contract award has not occurred, the Waccamaw Regional Council of Governments and the Waccamaw Workforce Development Board will not proceed with the award until a decision concerning the protest has been reached. If a contract has been placed, the Waccamaw Regional Council of Governments may instruct the apparent successful contractor to suspend performance, pending the issuance of a decision in the matter.

**5.13.8** The remedies developed in response to a protest will be at the discretion of the Waccamaw Regional Council of Governments in coordination with the Waccamaw Workforce Development Board. It should be recognized that the placement of contracts by the Waccamaw Regional Council of Governments is generally for the provision of designated services and disruption of the process has the potential for placing at risk vulnerable members of the population living within the Waccamaw region. Accordingly, cancellation of contracts and re-procurement will only be considered in extreme circumstances.

**5.13.9** Decisions of the Waccamaw Regional Council of Governments will be issued in writing within thirty (30) calendar days of the receipt of a protest. In accordance with applicable Federal and State regulations affecting the administration of programs administered by the Waccamaw Regional Council of Governments, the decision of the Waccamaw Regional Council of Governments is final.

**5.13.10** The cost of a protest will be borne solely by the protester. No compensation will be paid to the protesting organization or to any legal representative thereof.

**5.13.11** The information submitted as part of a protest will be considered subject to the same rules for public access as are applicable to the records of the Waccamaw Regional Council of Governments and the Waccamaw Workforce Development Board. Accordingly, protest documents will be considered to be part of grant records accessible by authorized representatives of Federal and State agencies and auditors acting on behalf of the agencies, the Inspector General, and the Comptroller General of the United States. Such records are not by their nature accessible to members of the general public and the press unless other laws or regulations specifically apply.

**5.14 WRCOG OFFICE CLOSINGS**

If an emergency or unanticipated event interrupts normal processes so that proposals cannot be received at WRCOG for receipt of proposals by the exact time specified in the solicitation, the time specified for receipt of proposals will be extended to the same time of day specified in the solicitation

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on the first work day on which normal business processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If WRCOG offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

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**SECTION VI: CERTIFICATION AND ORGANIZATIONAL INFORMATION**

All forms and questions contained in Section VI must be completed and returned with the proposal. These forms apply to your organization as a whole. Be sure that Proposal content directly answers the questions asked. Please DO NOT answer the questions in this RFP directly on this document. Responses in regards to this RFP should be in a document format. In Section 6, 7 and 8 label each section that is being proposed. Appendix B has a Check List for Procurement Proposal Submission that is to be used as a guide to ensure that the proposals have included all of the requested information. The proposal should not include extraneous filler material. DO NOT include pictures, art, clip art, graphs, exhibits or brochures.

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**6.1 PROPOSAL PACKAGE COVER LETTER**

<b>HOME OFFICE ADDRESS:</b>	<b>NOTICE ADDRESS:</b>
_____	_____
Company	Company
_____	_____
Contact	Contact
_____	_____
Mailing Address	Mailing Address
_____	_____
Phone	Phone
_____	_____
E-mail address	E-mail address

<b>PAYMENT ADDRESS:</b>	<b>PROPOSER'S TYPE OF ENTITY: (CHECK ONE)</b>
_____	_____ Sole Proprietorship
Company	
_____	_____ Corporate Entity (not-tax exempt)
Contact	
_____	_____ Partnership
Mailing Address	
_____	_____ Non Profit (tax-exempt)
Phone	
_____	_____ Government entity ( State, local)
E-mail address	

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**6.2 CERTIFICATION**

The term "Proposal" means your "bid". The Proposal must be submitted in a sealed package. Solicitation number and opening date must appear on the package exterior.

In response to WRCOG/WWDB Request for Proposal (RFP) #: WRCOGWIOA 2019-1 – the following proposal is submitted.

Service(s): \_\_\_\_\_

**Acknowledgement of Addenda: (If Applicable) Proposer must acknowledge receipt of addendum by indicating Addendum Number and including the date of issue: Addendum will be added to the Waccamaw SC Works website no later than March 21, 2019, 5:00pm EST - [www.waccamawworks.org](http://www.waccamawworks.org).**

Addendum No.	Addendum Date	Issue	Addendum No.	Addendum Date	Issue

The term of any Contract(s) resulting from this RFP shall be for the period beginning July 1, 2019, and continuing through June 30, 2020. All budgetary and unit cost information should be based on the time period referenced above.

CERTIFICATION: I certify that the information contained in this proposal, fairly represents this entity and its operating plans and budget necessary to conduct the proposed provision of Adult and Dislocated Worker Services under Title I of the Workforce Innovation and Opportunity Act and South Carolina State-Funded Programs of the SC Department of Employment and Workforce described herein. I acknowledge that I have read and understand the requirements of the Request for Proposal (RFP) and that this entity is prepared to implement the proposed services as described herein. I further certify that I am authorized to sign this proposal and any contractual agreement emanating therefore on behalf of the entity submitting the proposal. This PROPOSAL is firm for a period of at least 120 calendar days from the closing date form submission, which is July 19, 2019.

\_\_\_\_\_  
Signature of Signatory Official (in [Blue Ink](#))

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name of Signatory Officials

\_\_\_\_\_  
Typed Job Title of Signatory Official

\_\_\_\_\_  
Taxpayer Identification Number

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6.3 CONTRACT TERMS & CONDITIONS

In order to be considered for an award of a contract for any of the services being procured through this RFP, your concurrence, agreement and signed acceptance of the STANDARD TERMS AND CONDITIONS (found in Appendix A) is a general requirement. These requirements will become part of any contract(s) resulting from this RFP. WRCOG is aware that, in rare circumstances, an exception may apply. If you take exception or are unable to comply with a particular standard, you must identify the standard and provide an explanation. WRCOG will consider your comments, however it should be noted that allowable waivers are rare.

My signature below certifies that, with the exception, if applicable, of the requirement(s) specifically identified below, I have read, understand, and agree to comply with and be bound by each of the Standard Contract Terms and Conditions found in Appendix A of this RFP. I understand that these are standard WRCOG requirements that will become part of any contract(s) awarded pursuant to this RFP and that failure, at any time, to certify and/or maintain compliance may result in termination of any contract. I also certify that all information contained herein, in this funding application is correct to the best of his/her knowledge and belief. I understand that additional service-specific requirements regarding the provision of services must also be met. I further certify that I am authorized to sign this proposal and any contractual agreement resulting therefore on behalf of the entity submitting the proposal.

---

Signature of Signatory Official (in **BLUE** ink)

---

Date

---

Typed Name of Signatory Official

---

Type Job Title of Signatory Official

---

Organization/Company Name

---

Taxpayer Identification Number

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**6.4 SIGNATURE SHEET**

**(This completed form must be submitted as an attachment to the Proposer's transmittal letter offering their response to this RFP. Failure to provide this form will disqualify the Proposer's Response to this RFP).**

RFP#: WRCOGWIOA2019-1– Title I Adult and Dislocated Worker Services authorized under WIOA of 2014

Agency: Waccamaw Workforce Development Board (WWDB).

Proposal Deadline: March 4, 2019 - Time: 5:00pm EST

The undersigned submits a proposal to furnish services herein requested in a RFP during the contract period in accordance with the specifications and requirements described in the contract documents, which include by reference this Request for Proposal document. By making this offer to provide services, the Proposer warrants and represents that its offer identifies and explains any unfair competitive advantage it may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from its participation in this competition or its receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, (b) preventing an unfair competitive advantage. If the Proposer has an unfair competitive advantage or a conflict of interest, the WWDB may withhold award. Before withholding award on these grounds, the Proposer shall be notified of the concerns and provided a reasonable opportunity to respond.

Legal Name of Firm or Corporation \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail \_\_\_\_\_

Mailing Address \_\_\_\_\_

City & State \_\_\_\_\_ Zip Code \_\_\_\_\_

FEIN Number \_\_\_\_\_ DUNS Number \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Typed Name of Signature \_\_\_\_\_ Title \_\_\_\_\_

If awarded a contract and the primary contact will be other than above, indicate name, mailing address and telephone number below.



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Name & Title \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail \_\_\_\_\_

Mailing Address \_\_\_\_\_

City & State \_\_\_\_\_ Zip Code \_\_\_\_\_

Website \_\_\_\_\_

**Acknowledgement of Addenda: (If Applicable) Proposer must acknowledge receipt of addendum by indicating Addendum Number and including the date of issue: Addendum will be added to the Waccamaw SC Works website no later than February 12, 2019, 5:00pm EST - [www.waccamawworks.org](http://www.waccamawworks.org).**

Addendum No.	Addendum Issue Date	Addendum No.	Addendum Issue Date



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6.6 DEBARMENT, SUSPENSION FORM

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

This certification is required by Regulations implementing Executive order 12549, Debarment and Suspension and regulations issued in 2 CFR 180 and 2 CFR 2998 .

- (1) The prospective lower tier participant 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 lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Name of Organization

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Name and Title of Authorized Representative

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Signature

---

Date

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**6.7 DRUG-FREE WORKPLACE CERTIFICATION**

*This certification is required by the Federal Regulations at 2 CFR 182 .*

The undersigned Proposer certifies it will provide a drug-free workplace by:

1. Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;
2. Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug abuse violations in the workplace;
3. Providing each employee with a copy of the Proposer's policy statement;
4. Notifying the employees in the Proposer's policy statement that as a condition of employment under this subcontract, employees shall abide by the terms of the policy statement and notifying the Proposer in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;
5. Notifying the Board within ten (10) days of the subcontractor's receipt of a notice of a conviction of any employee; and,
6. Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or require such employee to participate in a drug abuse assistance or rehabilitation program.

---

Organization Name

---

Signature

---

Date

## 6.8 CERTIFICATION REGARDING LOBBYING

This certification is required by the Federal Regulations Implementing Section 1352 of the Program Fraud and Civil Remedies Act.

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

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 Congress, or an employee or a Member of Congress in connection with the awarding 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 a 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 undersigned shall complete and submit Standard Form - LLL, A Disclosure Form to Report Lobbying, in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

---

Name of Organization/Firm

---

Signature of Authorized Representative

---

Date

---

Authorized Representative's Printed Name and Title

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**6.9 GENERAL ASSURANCES**

**THE PROPOSER ASSURES THAT:**

1. It will fully comply with the requirements of the Workforce Innovation & Opportunity Act (WIOA), all State and Federal regulations issued pursuant to the Title V, Section 5001 of the Budget Reconciliation Act of 1997, and with its funding application as approved by the Waccamaw Workforce Development Board. The proposer also agrees to conduct any and all activities under this agreement in accordance with all applicable Federal, State, Local Statutes, Rules, Regulations, Directives, Issuances and Ordinances in effect or promulgated during the term of this agreement, to include but not limited to the Workforce Innovation & Opportunity Act Grant; 20 CFR Part 645, WIOA grants, and 2 CFR 200 and 2CFR 2900.
2. In operating programs funded under the WIOA Grant, it will administer its programs under the funding application in full compliance with safeguards against fraud and abuse as set forth in the WIOA Grant and the Final Rule; that no portion of its WIOA program will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any persons on the grounds of race, color, national origin, religion, age, sex, handicap, or political affiliation or belief.
3. In operating programs under WIOA, the Proposer assures and certifies that it will comply with applicable laws and regulations of Appendix II of 2 CFR 200.
4. The Proposer also certifies that all information contained herein, in this funding application is correct to the best of his/her knowledge and belief.
5. The Proposer also certifies that as a condition to the award of financial assistance under WIOA from the Department of Labor, the Proposer assures, with respect to operation of the WIOA funded program or activity, and all agreements, or arrangements to carry out the WIOA funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation & Opportunity Act (WIOA), including the Nontraditional Employment for Women Act of 1991, as amended, Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; as amended; Title IX of the Education Amendments of 1972, as amended, imposed by or pursuant to regulation implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

Proposer's Organization \_\_\_\_\_

Street Address/P.O. Box \_\_\_\_\_ City, State, and Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative / Date

\_\_\_\_\_  
Typed Name and Title of Authorized Representative

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**6.10 Performance History**

(For Adults and Dislocated Workers)

List experience over the last two years in operating employment and training projects requested in the current application or similar training programs (attach additional page, if necessary).

<i>Funding Source/Activity</i>	<i>Award Amount</i>	<i>Number Served</i>	<i>Employment Rate</i>	<i>Retention Rate</i>	<i>Average Earnings</i>

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**SECTION VII: GENERAL REQUIREMENTS AND SCOPE OF WORK**

Section VII contains the scope of work to be carried out under the Adult and Dislocated Worker Program in the Waccamaw three-county region.

Be sure that Proposal content **directly** answers the questions asked. The proposal should not include extraneous filler material. **DO NOT** include pictures, art, clip art, graphs, exhibits or brochures. Proposals shall be submitted in word format, twelve (12) point font and should answer the questions asked. Please do not restate the questions contained in the RFP.

**7.1 GENERAL REQUIREMENTS FOR SERVICE**

1. The contractor shall accurately input required client data into the SCWOS system, or any other required DOL/SCDEW client data collection systems, in a timely manner and as mandated by the terms, conditions, policies, procedures and specifications of the indicated Adult and Dislocated Worker program.
2. The contractor shall use the State approved database system, even if there is an equipment or user fee to use such approved system.
3. The contractor shall maintain and make available to those monitoring service delivery any information that documents compliance with SCDEW and the WWDB's Policies and Procedures Manual.
4. The Proposer shall maintain all support documentation necessary to support charges made under this proposal. The Proposer will be monitored for Program Compliance by the appropriate WRCOG staff and the SCDEW.
5. The contractor shall provide daily documentation of services delivered through case notes entered into the SCWOS system.
6. Priority of service must be given to recipients of public assistance, other low-income individuals, individuals who are basic skills deficient and other individuals in accordance with the WWDB's Priority of Service Policy. Priority of service status is established at the time of eligibility determination and does not change during the period of participation. Priority does not apply to the dislocated worker population. Veterans and eligible spouses continue to receive priority of service among all eligible individuals; however, they must meet the WIOA adult program eligibility criteria and meet the criteria under WIOA Section 134(c)(3)(E).
7. Meet all reporting requirements of the SCDEW and WWDB.
8. Maintain and make available Incident Reports and Registered Complaints and follow-up.

**7.2 SCOPE OF WORK**

The WIOA of 2014 establishes a continuum of workforce development services for Adults and Dislocated Workers that support increased employment, retention, earnings, and occupational skills attainment.

WIOA authorizes "career services" for adults and dislocated workers. Each Contractor should offer services that meet the unique needs of its local community. There are three levels of career services: (1) basic career



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services, (2) individualized career services and (3) follow-up services. These services can be provided in any order, there is no sequence requirement for these services.

**BASIC CAREER SERVICES**

These basic career services must be made available to all individuals seeking services.

- a.) Determinations of whether the individual is eligible to receive assistance through adult or dislocated worker programs;
- b.) Outreach, intake and orientation to services available through the One Stop system;
- c.) Initial assessment of skill levels including literacy, numeracy and English language proficiency, as well as aptitudes, abilities (including skills gaps) and supportive service needs;
- d.) Provision of workshops, including orientation to services and other workshops that meet the customer's career services needs;
- e.) Labor exchange services, including: 1. Job search and placement assistance, and, when needed by an individual, career counseling, including— i. Provision of information on in-demand industry sectors and occupations, regional labor market information (as defined in sec. 3(23) of WIOA); and, ii. Provision of information on nontraditional employment (as defined in sec. 3(37) of WIOA);
- f.) Provision of information and referrals to and coordination of activities with other programs and services, including those within the One Stop delivery system and other workforce development programs;
- g.) Provision of information and direct referrals to supportive services or assistance, including: (note: Provider must follow WWDB policy on supportive services)
  - 1. Child care, child support, medical, or child health assistance available through the state's Medicaid program and Children's Health Insurance Program;
  - 2. State programs such as the Supplemental Nutrition Assistance Program (SNAP), earned income tax credits, housing services through the U.S. Department of Housing and Urban Development (HUD), Temporary Assistance for Needy Families (TANF), and other applicable assistance programs.
- h.) Provision of performance information and program cost information on eligible providers of training services by program and type of providers via the Eligible Training Provider List;
- i.) Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA; and
- j.) Provision of information and assistance regarding filing claims under Unemployment Insurance (UI) programs, including meaningful assistance to individuals seeking assistance in filing a claim, such as:
  - 1. Where applicable, using staff on-site who are properly trained in UI claims, filing and/or the acceptance of information necessary to file a claim; or
  - 2. by phone or via other technology, as long as the assistance is provided by trained and available staff and within a reasonable time.

**INDIVIDUALIZED CAREER SERVICES**

All eligible customers must be enrolled in individualized career services if the Contractor staff determine that this level of service is necessary for the customer to gain meaningful education and employment. These services must be available in all One Stop locations. Individualized Career Services must be designed by each provider to meet the unique needs of the customer and their region. These services include:

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- a.) Comprehensive and specialized assessments of the skill levels and supportive service needs of eligible adults and dislocated workers, which may include:
  - 1. Diagnostic testing and use of other assessment tools; and
  - 2. In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;
- b.) Development of an individual employment plan (IEP) to identify the employment goals, appropriate achievement objectives and appropriate combination of services for the customer to achieve his or her employment goals;
- c.) Group and/or individual counseling and mentoring;
- d.) Career planning (e.g., case management);
- e.) Short-term, pre-vocational 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; in some instances pre-apprenticeship programs may be considered as short-term prevocational services;
- f.) Internships and work experiences that are linked to careers;
- g.) Workforce preparation activities that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of post-secondary education, training or employment;
- h.) Financial literacy services;
- i.) Out-of-area job search assistance and relocation assistance; and
- j.) English language acquisition and integrated education and training programs.

### **TRAINING SERVICES**

The training services offered by the One Stop network provide tools and resources to help customers meet the skill and experience needs of the region's growing businesses. Technical skills, soft skills, work experience, traditional classroom instruction and employer-anchored training services help close the skills gap between SC Works customers and businesses. Under WIOA, training services may be provided if the Service Provider's staff determines after an interview evaluation or assessment and career planning, that the customer is eligible. The Provider should include direct training costs in the proposed budget.

The following training services include:

- Individual Training Account (ITA) is used for traditional classroom training services that are intended to provide enrollees the maximum customer choice in training selection and provide the flexibility needed to provide training in high demand occupations. ITAs are funded for training providers who have met eligibility of the State's Eligible Training Providers' process;
- On-the-Job Training (OJT) provides work-based learning rather than classroom instruction. The intention of an OJT agreement is to benefit both the employer and the customer by:
  - Bridging the gap between a worker's current skills and the skills employers are looking for;
  - Providing reimbursement to the employer for the costs associated with training the OJT trainee; and
  - Promoting good paying jobs.

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- Customized Training (CT) is provided based on a specific training curriculum “customized” to the particular workforce skill needs of the business or group of businesses.
- Work-based Learning such as Work Experience and Apprenticeships.

Each Contractor will monitor participants in training to ensure they are meeting the expenditure requirements as well as performance benchmarks.

### **PARTICIPANT TIME AND ATTENDANCE**

Successful Contractors will be required to document a participant’s time and attendance throughout the period the participant is receiving training or services. Participants abide by the attendance policy of the training provider. Time sheets must be signed by the participant and verified by the case manager through the training provider and maintained in the participant file.

### **PAYMENTS MADE ON BEHALF OF PARTICIPANTS**

Participants may be eligible to receive supportive service payments and/or needs-based payments. Successful Contractors will be required to ensure that there are checks and balances between the maintenance of timesheets and other source documents. Failure to fully document the basis for issuing any of the payments may result in disallowed costs. Any disallowed cost related to client services will be the responsibility of the contractor.

### **INSURANCE Requests**

The South Carolina Department of Employment and Workforce (SCDEW) will provide accident insurance coverage for WIOA participants participating in program activities including classroom training and work-based learning opportunities. The successful Contractor will be required to provide general liability insurance certificate coverage and provide verification annually as part of the compliance documents along with workmen’s compensation for appropriate participant activities, ie. work-based learning.

### **FOLLOW-UP SERVICES AND EXITS**

Follow-up services must be provided as appropriate for participants who are placed in employment, for up to 12 months after the first day of employment. These services may include technical skills training, counseling, mentoring, crisis intervention, life skills or emergency support required to sustain long-term employment. Follow-up services do not extend the date of exit in performance reporting. Case notes are required during follow-up to document interactions.

### **CUSTOMER ELIGIBILITY**

Funding for the services included in this RFP come from the WIOA, Title I Adult and Dislocated Worker programs. Eligibility is determined by the South Carolina Works Online Services (SCWOS) and generally requires the following:

#### **WIOA - Adult**

1. Is 18 years of age or older;

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2. If male, has met the Selective Service Act registration requirements. Males born after 1959 and over the age of 17 shall register with the selective service system by going to the Selective Service website at [www.sss.gov](http://www.sss.gov); and
3. Is a US citizen or national or lawfully admitted permanent resident alien, lawfully admitted refugee or parolee, or other individual authorized by the Attorney General to work in the United States.

**WIOA - Adult, Priority of Service**

As required under WIOA Section 134(c)(3)(E), with respect to individualized career and training services funded with WIOA adult funds, priority of service must be given to recipients of public assistance, other low-income individuals, individuals who are basic skills deficient and other individuals in accordance with the WWDB's Priority of Service Policy. Priority of service status is established at the time of eligibility determination and does not change during the period of participation. Priority does not apply to the dislocated worker population. Veterans and eligible spouses continue to receive priority of service among all eligible individuals; however, they must meet the WIOA adult program eligibility criteria and meet the criteria under WIOA Section 134(c)(3)(E).

1. A low income individual means an individual who:
  - a. receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received, assistance through the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (7 U.S.C. 2011 et seq.), the program of block grants to States for temporary assistance for needy families program under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), or the supplemental security income program established under title XVI of the Social Security Act (42 U.S.C. 1381 et seq.), or State or local income-based public assistance;
  - b. is in a family with total family income that does not exceed the higher of
    - the poverty line; or
    - 70 percent of the lower living standard income level;
    - is a homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 H. R. 803—12 (42 U.S.C. 14043e-2(6)));
    - or is an individual with a disability whose own income meets the income requirement of clause, but who is a member of a family whose income does not meet this requirement.
2. Basic Skills Deficient individuals who are unable to compute or solve problems or read, write or speak English at a level necessary to function on the job (Basic skills deficient is defined as an individual who lacks a high school diploma or equivalent; or scores less than a four on WIN/WorkKeys for Reading for Information, Locating Information and Applied Mathematics, or < 9th grade on TABE (8.9 or less); or is enrolled in Title II adult education for English as a Second Language (ESL).

**WIOA -Dislocated Worker:**

1. Has been terminated or laid off through no fault of their own, or who has received a notice of termination or layoff from employment;
2. Is eligible for or has exhausted entitlement to unemployment compensation; or

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3. Has been employed for a duration sufficient to demonstrate, to the appropriate entity at a one-stop center referred to in section 121(e), attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that were not covered under a State unemployment compensation law; and
4. Is unlikely to return to a previous industry or occupation;  
(The term “unlikely to return to previous industry or occupation” should be interpreted as follows: The occupation, not just the industry, must be taken into account. Consider the primary job from which the applicant was laid off or terminated prior to application. If the applicant was laid off from more than one job, the job held the longest is primary. Consider similar occupations for which the applicant’s skills are transferable.)
5. Has been terminated or laid off, or has received a notice of termination or layoff, from employment as a result of any permanent closure of, or any substantial layoff at, a plant, facility, or enterprise; The State interpretation of the legislative intent of the term ‘terminated or laid off’ ‘is that the termination/layoff is due to a lack of work situation as a result of economic conditions or structural job changes.
6. Is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days; or
7. For purposes of eligibility to receive services other than training services, career services, or supportive services is employed at a facility at which the employer has made a general announcement that such facility will close;
8. Was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters;
9. Is a displaced homemaker which is an individual who has been providing unpaid services to family members in the home and who:
  - Has been dependent on the income of another family member but is no longer supported by that income; or
  - Is the dependent spouse of a member of the Armed Forces on active Duty and whose family income is significantly reduced because of, a call or order to active duty, a permanent change of station, or the service-connected death or disability of the member; and
  - Is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.
10. Is the spouse of a member of the Armed Forces on active, and who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member; or
11. Is the spouse of a member of the Armed Forces on active duty and who meets the criteria described in (3) displaced homemaker section.

**Elements of the Eligibility Component**

Formally determine whether customers seeking services under Title I of WIOA are eligible to receive such services in accordance with the Act. Such determination will be made by use of the SC Works Online Services (SCWOS) WIOA Application and will be supported by the appropriate hard copies of documentation used to make the determination.

Maintain a SCWOS WIOA application and a printed, signed WIOA application as the official certification for all customers, whether eligible or ineligible for the program.

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Provide information and coordinate referrals to partner agencies or other community agencies.

The Contractor shall be financially liable for erroneous eligibility determinations and certifications. Such disallowed costs must be reimbursed to the administrative entity from non-WIOA funds by the Contractor.

**PROGRAM COMPONENTS**

All Contractors will be required to provide recruitment, screening, application, objective assessment, eligibility determination, creation of individual employment plans (IEP), referral to appropriate service provider(s), data entry into SC Works Online Services (SCWOS), and case management. The following components will be integrated into program design:

1. Recruitment - Contractors are responsible for the recruitment of participants. The intent is to use WIOA funds to serve participants who would benefit from service and otherwise have limited access to comprehensive services. Development and implementation of a viable outreach and recruitment strategy for eligible WIOA Adults and Dislocated Workers to meet targeted annual enrollment levels and minimum expenditure levels as set forth by the WWDB and Chief Elected Officials is crucial to the success of this program.
2. Intake/Eligibility Determination - Under WIOA legislation, all participants must meet eligibility guidelines as identified in this RFP. Certification of eligibility for all WIOA funded programs must be completed prior to enrollment. This includes determination, verification, and documentation of WIOA eligibility for program participants, maintenance of formal participant eligibility files, and related quality assurance activities.
3. Assessment - Each participant must be provided with a comprehensive objective assessment to identify skills, competencies, and supportive service needs of WIOA Adult and Dislocated Worker participants and then entered into SCWOS.
4. Individual Employment Plan (IEP) – The IEP is a written plan of long and short-term goals addressing educational, occupational or vocational, and personal support service needs. The IEP must be developed with each participant. The IEP must be regularly reviewed and updated as changes occur in employment goals, barriers, program services or support service needs.
5. Information and Referrals - Contractors are encouraged to link and share information with other participant-serving organizations provided the appropriate releases of information have been signed. All participants must receive information on the full services available through the SC Works system. If there are participants requesting services that cannot be certified as eligible under WIOA guidelines, the contractor will be expected to make efforts to help these persons secure other appropriate services. Collaboration with the mandated and critical WIOA partners in the workforce development system to provide Adult and Dislocated Worker services, included but not limited to:
  - Title II Adult Education and Literacy Act Programs;
  - Title III Wagner-Peyser Act Employment Services;
  - Title IV Vocational Rehabilitation Services;
  - Title V Senior Community Service Employment Programs;
  - Carl Perkins Career and Technical Education Act Programs;
  - Community Services Block Grant Programs;
  - Indian and Native American Programs;



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- HUD Employment and Training Programs;
- Veterans Employment Services;
- National Farmworker Jobs Programs;
- Temporary Assistance for Needy Families (TANF) Programs;
- Trade Adjustment Assistance (TAA) Programs;
- Unemployment Compensations Programs; and
- YouthBuild.

6. Case Management and Career Counseling - Effective case management is essential to providing a customized menu of programs and services for each participant. Service continuity, referral and integration are initiated or implemented in the case management process. Contractors are responsible for Case Management, which must be documented in the SC Works Online System (SCWOS)

Case Management also includes but is not limited to career counseling, training monitoring, supportive service administration, employment placement activities, and follow up services; Staff is expected to work closely with their participants to provide support and guidance, help solve problems, and work toward objectives established in the IEP. The IEP will be reviewed and updated by staff monthly to arrange for updated services, identify and address any new concerns, and document progress made during participation. Regular personal contact between a Case Manager and the participant is essential. Based on the case management relationship, participants should be aware that they have support as they work to achieve employment goals. Primary case management functions are services coordination, advising and counseling, advocacy, follow-up, and accurate and timely record keeping. The Contractor is expected to adhere to professional standards of client confidentiality.

7. Data Entry and Data Management – The WWDA currently uses SCWOS to enter participant and program data and to run performance reports. The successful Proposer will be expected to utilize SCWOS for data entry services. All data entry and record keeping is done by the contractors and reviewed (via SCWOS and site visits) by WWDA and State staff. The Contractor must adhere to the guidelines established in Instructions regarding the timeliness of data entry into the SCWOS system. The Contractor will be held accountable for data entry and failure to adhere to the policy may have an adverse effect on future funding. All services must be documented in SCWOS within 15 days of start of service. Contractor must comply with data validation requirements.
8. Collaboration - Contractors will be expected to engage in partnerships with core and required partners to provide resources and services to participants.
9. Alignment of services – Contractors will be expected to adhere to WIOA legislation and required performance measures for the Adult and Dislocated Worker programs, as well as required performance and reporting from the WWDB.
10. Provision of comprehensive reporting on a monthly, quarterly, annual, or ad-hoc basis as requested by the WWDB or its staff designees.
11. Carry-Over Activities - Participants who are currently receiving services through WIOA and who will not complete their training prior to June 30, 2019 must receive continued services until their training plans have been completed (subject to their adherence to the local area's satisfactory progress policy). Participants who have enrolled in WIOA, but have not received a service, must have a service strategy or employment plan completed and services provided to them in accordance with the plan or strategy. Entities who are not currently serving as Waccamaw area WIOA contractors will be required to assume responsibility for those participants receiving services through WRCOG. The specifics of this

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arrangement, including the associated cost and staffing for these participants, will be addressed in negotiations with the new service provider. The Contractor will not be responsible for disallowed costs associated with paperwork done and processed prior to July 1, 2019.

**BUSINESS SERVICES**

Business Services will be administered and carried out by WRCOG. Business Services is an integral part of the Adult and Dislocated Worker service delivery and it is expected that the Contractor will work closely with Business Services Staff to execute the Business Service aspect of the One-Stop (SC Works) system. The Contractor will work with the WRCOG to establish appropriate referrals for participant placement in a business service activity. All direct client costs for on-the-job training and other work-based learning should be included in the Proposer's budget.

**PERFORMANCE STANDARDS**

WIOA funding is in part based on achieving performance measures regarding employment and training. WRCOG will continue to track all performance data along with the Contractor. The Contractor will also be responsible for the follow-up and data entry required.

In the event that the State and/or the WWDB sets additional goals to indicate the success of the system or centers, the selected Proposer will also be required to meet those goals and/or measures.

Outlined below are the agreed upon PY'19 WIOA Performance Measures:

**Waccamaw PY 2018 and 2019 WIOA Performance Goals**

Performance Measure	Negotiated Goals
Adult Employment Rate 2nd Quarter After Exit	76.8%
Adult Employment Rate 4th Quarter After Exit	73.0%
Adult Median Earnings 2nd Quarter After Exit	\$4,621
Adult Credential Attainment Within 4 Quarters After Exit	51.9%
DW Employment Rate 2nd Quarter After Exit	80.1%
DW Employment Rate 4th Quarter After Exit	76.0%
DW Median Earnings 2nd Quarter After Exit	\$6,410
DW Credential Attainment within 4 Quarters After Exit	48.6%
Youth Employment Rate 2nd Quarter After Exit	76.6%
Youth Employment Rate 4th Quarter After Exit	69.0%
Youth Credential Attainment within 4 Quarters After Exit	68.1%



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**SECTION VIII: PROPOSAL NARRATIVE AND BUDGET INSTRUCTIONS**

***Important Note: Proposers choosing to respond to this RFP should avoid selecting only a particular element such as the rating and ranking criteria in framing and developing their response. To do so is likely to increase the potential for the Proposer to miss the WWDB's recognition of the transitional business environment and context in which this RFP is offered.***

**8.1 PROGRAM PROPOSAL SYNOPSIS (10 POINTS)**

In order to provide a clear picture of the program design, program activities/services, anticipated outcomes, and the Proposer's capability of delivering the services, please address all of the following in order:

- 8.1.1** Executive Summary- A brief summary highlighting such details as the Proposer's vision of the WIOA program for Title I-B Services and how it relates to the SC Works (One Stop or America's Job Center) System. A snapshot of Target Customers and Outcomes for the WIOA Program should be provided via a table or chart within this section. A detailed explanation should be given later in the proposal narrative. Include any attestations requested in this Request for Proposal.
- 8.1.2** Main Purpose - Similar to a mission statement and should also be a brief statement of what the Proposer intends to accomplish as the WIOA Adult/DW service provider in the WWDA if awarded the contract.
- 8.1.3** Target Customer(s) – If specific target customer groups or categories (including priority populations) are to be served by this proposal, identify the target group and categories and the practical, as well as, strategic reasons that they are targeted for services.
- 8.1.4** Goals/Objectives/Performance Outcomes - Describe your recruitment process for the target group/categories to be served (such as, but not limited to: employers, job seekers, and/or priority populations). At a minimum, this should include the ranges of the numbers to be served based on target customer groups listed above, and projected levels of performance for each target group/category. Each goal should be quantifiable and should be based on reports and LMI data available for the region. Sources should be cited on how these goals were set.

**8.2 EXPERIENCE, ORGANIZATIONAL CAPACITY AND PAST PERFORMANCE (25 POINTS)**

- 8.2.1** Summarize how the Organization's history, mission, capability and philosophies make you the best contractor for the services you are proposing to provide. What is the legal name of the organization, legal structure, ownership, affiliations and the main purpose of the organization (including proof of accreditation if applicable)? How is the organization currently funded? Include the following:
  - Size of the proposing organization and organizational chart (total number of employees)
  - Number of years in operation
  - National, sub-national, regional, or state geographic distribution of the Proposer's current professional service delivery sites.
  - How offering services in response to the RFP will fit into the Proposer's organization's business plan.
  - The names, titles and resumes of senior organization management.
  - An organizational chart showing lines of authority for the organization down to the proposed on-site management in the Waccamaw service area.

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- Salary ranges for staff by job description and benefits available to staff who will be included in the budget for this contract.
  - Internal structure including management and supervisory staff positions to be used to operate this program in the Waccamaw service area.
  - Proposed on-site Staff development plan (including how plan was developed and its sustainability)
  - A recent external monitoring report: USDOL WIOA and/or WIOA Performance Measures, State Monitoring of Financial Management, and Program Performance. If a corrected action plan was required, provide the response to the monitor's request. If the organization has not operated a WIA or WIOA program before, the Proposer should provide the description of the employment and training focused program including a comparison to WIOA, and provide applicable performance data with performance measure descriptions, programmatic monitoring from an outside source, and financial review/audit.
  - Electronic infrastructure and information sharing capabilities that can be used for customer service delivery, including tracking participant and financial records.
  - A financial statement and the last audit report. If not available, provide a written explanation as to why.
- 8.2.2** Describe past and current activities or programs administered and operated by the Proposer that demonstrates the capability of the Proposer to manage, administer and operate a Workforce Development program under WIOA. Include specific data on outcomes achieved to demonstrate the ability to meet contractual performance standards for WIOA services or comparable programs.
- 8.2.3** Describe successful strategies for pro-actively serving eligible, but minimally skilled and educationally-challenged populations. How successful was the organization? (Specifics required regarding measures used to claim success).
- 8.2.4** Describe the organization's experience providing oversight of staff teams; and experience in developing and delivering technical assistance and capacity building with workforce staff and organizations.
- 8.2.5** Provide three (3) business references (i.e. local workforce development area, etc.) familiar with your organization's history, service delivery, programs, and/or business performance. You must include a contact person, company name, address, and daytime telephone number of each.
- 8.2.6** Describe any South Carolina service provider contracts that have ended in the last five years and reason for termination or conclusion.
- 8.2.7** Describe resources the organization brings to the workforce system that will assist in the coordination and delivery of services and how the organization as a whole will support the work of staff and the programs.
- 8.2.8** Staffing Plan - Please detail your plan to staff the proposed services for the county/counties in which your organization is proposing. Please include the following details:

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- Number of staff (indicate full time or part time) to include where staff will be housed. If staff will serve more than one SC Works center, please indicate this with the appropriate details regarding the locations, time at each center and schedule if known.
- Job descriptions to include, job titles, job duties to be funded under this proposal and range of activities to be performed.
- Qualifications of key staff to be assigned on-site to this program including education, experience, and any specialized training or certifications specific to workforce service delivery. If your organization will need to hire staff as a result of being awarded a contract, please outline your plan to hire qualified staff.
- Describe how you expect to provide on-going staff training to ensure your staff has access to the most current information, tools, and promising practices.
- Priority must be given to the hiring of current qualified staff and employing current staff for a period of at least 180 days to assess their performance.

**8.2.9** Administrative Capacity - What monitoring and evaluation of the program operations and staff are to be routinely carried out? Include any systems that may be used to track, capture and report performance or outcomes.

**8.2.10** Provide evidence that your actual or proposed business structure is organized in such a way that there is a reasonable expectation that service components will be well administered.

**8.2.11** Submit written procedures concerning the collection, handling, counting and depositing of grant related income and/or cost share funds.

**8.2.12** Explain whether your organization has used the South Carolina Works Online Services (SCWOS) mandated by SCDEW for the purpose of reporting and case noting.

**8.2.13** Provide the firm name, contact person, address, and daytime telephone number of your accounting or auditing firm, if applicable.

**8.2.14** Explanation/description of your Emergency/Disaster Plan to ensure the continuation of services when an emergency arises, including but not limited to, staff shortages, financial hardship, and inclement weather.

**8.2.15** Proposers will be evaluated in terms of their historical performance as it relates to financial and administrative matters with particular emphasis on the following:

- The Proposer's efforts to recover debts.
- Established fraud or criminal activity of a significant nature.
- Failure to maintain an appropriate financial management systems.
- Unresolved or recurring audit findings of a significant nature.
- Failure to provide services to applicants as agreed to in a previously funded program or to meet applicable program standards.
- Failure to return a grant closeout package by the established deadline.

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- Failure to submit required reports in a timely manner.
- Failure to properly report and dispose of government property.
- Unresolved disallowed costs or disallowed costs in excess of five percent of a contract.

The failure to meet any one of the above responsibility tests does not establish that an organization is not responsible, unless the failure is substantial or persistent (for two or more consecutive years), and therefore, will not automatically preclude an award being made.

**8.3 PROGRAM METHODOLOGY (20 POINTS)**

**8.3.1** Provide a description of the proposed project along with projected goals/outcomes desired.

**8.3.2** Describe the target population and geographic area to be served.

**8.3.3** Describe the organization's past experience and results delivering services in similar projects and/or to similar populations along with the outcomes. This should also include experience in coordinating services with other community entities and programs.

**8.3.4** The WWDA currently plans to continue to operate its current one-stop/SC Works service centers for program year 2019. The Georgetown and Williamsburg County (Satellite) and Horry County (Comprehensive) locations are sites leased by the WWDA. Sites are cost shared with required core partners. Are the facilities properly sited and appropriate for providing the services you propose? Are they accessible and safe? Describe how the organization will ensure that all communities within the three-county area will have access to WIOA and other one-stop/SC Works services; include successful past experiences with identifying sites and locating services to best address target customer groups/categories to be serviced.

**8.3.5** Proposals shall include the Proposer's Statement of Work narrative detailing all aspects of the proposed project design. The Proposer's Statement of Work will include all aspects of the program and services outlined in this RFP and other information deemed relevant. The purpose of the Statement of Work is to provide an in-depth description of the design of services, to demonstrate how requirements will be met, and to describe the process for achieving the WIOA Adult and Dislocated Worker Performance Outcomes.

Please address the following components in your statement of work and how they will be carried out:

- Identify the target groups and the number of each to be served.
- Describe the recruitment process and plan to recruit while completing the service plan for WIOA customers.
- Describe how the organization will manage the eligibility and enrollment process to ensure that all customers enrolled are eligible and appropriate for WIOA services? At a minimum, please include information about staff training and supervision related to the eligibility and enrollment process, internal monitoring, and development of Individual Employment Plans.

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- How will the Proposer ensure that applicants that cannot be served by the Proposer's program are referred to appropriate services elsewhere? Include how the Proposer will ensure all referrals are tracked.
- Describe how the organization will serve large numbers of varying individuals. In the description discuss service delivery for serving individuals with barriers to also include:
  - Individuals with limited English proficiency
  - Low-Income individuals
  - Persons with limited literacy skills
  - Offenders
  - Low-skilled job seekers
  - Highly skilled job seekers
  - Veterans
  - Persons with disabilities

**8.3.6** Career Services are the foundation for customer service delivery. Please describe how the organization's staff will provide effective and relevant career services within an integrated service delivery system.

**8.3.7** Include in the statement of work any innovations and strategies that have been found to increase the likelihood of success for individuals and how you plan on using those strategies within the SC Works system.

**8.3.8** Describe how the organization will manage the provision of WIOA funded training services. Include specifics about determining individual customer need for training, assisting the customer to select an appropriate occupational sector, developing a comprehensive individual employment plan to include the training services, and management of the ITA process. Include other details about how you will engage the customer to be successful with the educational component and the transition from training to employment.

**8.3.9** Work Based learning continues to be a focus in the WIOA legislation. Describe how you will provide paid on the job training including contract development, skill gap analysis, training plan development, monitoring, evaluation and any additional details that demonstrate your ability to successfully offer on the job training. Also, please provide any other program design ideas regarding short term work-based learning options, other than OJT, that you think would result in employment.

**8.3.10** Describe strategies that will ensure services are in alignment with current local and regional labor market demands.

**8.3.11** Provide a narrative describing plans for service delivery that results in achievement of enrollment goals, performance measures and outreach and recruitment to target groups.

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**8.3.12** Describe your start-up plan and proposed transition period, including a timeline of events, to include hiring of staff, staff training, start-up of services and other critical steps in the process toward full scale service delivery.

**8.3.13** Describe strategies that will ensure DOL Performance measures are met as outlined in section IV of this RFP.

**8.3.14** Relate the Statement of Work to the “demand-driven” service delivery model adopted and advocated by the WWDB, i.e. to be “demand-driven” means to elevate the focus of the local workforce development system to address the primary demand of employers - their need for qualified job seeking candidates that meet their hiring requirements. From the one-stop/SC Works job seeker customer’s perspective, the SC Works system’s staff and financial resources for training are there to assist them with qualifying for the job opportunities that employer’s hiring needs have highlighted. Simply put, the “demand driven” one-stop/SC Works system offers an array of services to help job seekers qualify for employer identified job opportunities.

**8.4 PARTNERSHIPS AND INNOVATION (10 POINTS)**

Describe all partnerships essential to the success to the project that you propose. Who is to be involved? What are the roles and responsibilities of each partner? If available, include letters of support from the partners that may already be in place in other existing local area contracts. Describe how the organization will coordinate services and collaborate with the WIOA required partners and how the organization proposes to recruit additional partners as needed to address the identified needs of the target population.

Describe how you are proposing to coordinate with other partners, programs, and agencies in the One-Stop/SC Works environment. List the programs and agencies with which coordination will be established.

**8.5 OUTREACH (10 POINTS)**

Provide and outreach plan to recruit participants into the Adult and Dislocated Worker Programs which offers a budget reasonable and comprehensive approach to reach target customers. Make sure the plan includes hard to reach communities, EO and ADA groups and English Language Learner populations. Also include plans for priority populations. Include innovative strategies that your organization may have used in the past and strategies that your organization believes would be successful in the three county region given it’s demographics and regional challenges.

**8.6 BUDGET AND FINANCIAL INFORMATION (25 POINTS)**

Please complete all Budget Worksheets in Section 10 and address the following:

**8.6.1 Budget Narrative/Cost Effectiveness – Budgets and Cost Breakout**

If the proposer is proposing to be reimbursed for Indirect Costs, proposer must submit a copy of the approved indirect cost plan that has been approved by the federal cognizant agency for the organization for indirect costs to be considered for payment. If applicable, any non-federal entity that has never received a negotiated ICR may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. As described in § 2 CFR 200.414 (f).

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In your narrative about any of the budget, in addition to the indirect costs or profit line items, please reference line item and program you are discussing in the narrative.

The proposer must designate at least 40% of the proposed budget towards work based training and learning activities.

For-profit proposals must include a narrative of your proposed profit along with the deliverables that must be met before profit will be reimbursed to your organization. Deliverables may be broken down into smaller increments of the total in order to receive a profit payment at predetermined achievement points. If you plan to do this, please provide the details in your narrative.

For direct cost allocation plans, describe in detail any proposed direct cost allocation plan to be utilized when costs are allocable to more than one program/funding source. Identify common costs to be included in the plan. Applicants must follow the guidelines established in the 2 CFR 200.

**Allowable Costs/Cost Principles** - All Contractors and Sub-Contractors must follow the Federal allowable cost principles that apply to their kind of organizations. DOL regulations identify the Federal principles for determining allowable costs which each kind of recipient and sub-recipient must follow.

Expenditures of WIOA funds are allowable only for those services/activities permitted by the WIOA guidelines or federal regulations. Allowable program services/activities include career and training services and supportive services.

**Cost Reimbursement Contract**-This is a contract format that provides for the reimbursement of all allowable costs, which have been identified and approved in the contract budget. It requires the Proposer maintain the documentation necessary to support the cost.

**Administrative Cost**-That portion of the contract budget, which is associated with the overall management and administration of the WIOA program services and which is not directly related to the provision of services to customers.

**Cost Allocation Plan**-A plan that identifies and distributes the cost of services provided by support staff and/or departments or functions. It is the means to substantiate and support how the costs for a program are charged to a particular cost category.

In general, to be an allowable charge to WIOA, a cost must meet the following principles:

- Costs must be necessary and reasonable for the performance of the award.
- Costs must be allocable to the grant.
- Costs must be authorized and not prohibited under federal, state, or local laws or regulations.
- Costs must receive consistent treatment by the sub-recipient.
- Costs must be adequately documented.
- Costs must conform to federal exclusions and limitations.



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If written documentation is necessary concerning any budget line item, please include it in your narrative.

**8.6.2 Financial Management and Strength**

As evidence of sound financial management and strength, please provide ONE copy of the most recent audit report OR the organization's financial statement;

- If an independent audit has not been conducted or is not available, provide other documentation of financial strength or support that supports or ensures your ability to perform the services being procured.
- Has the Proposer filed for bankruptcy or restructuring under the US bankruptcy code within the last 7 years? If yes, when and where?
- Within the past five years, has any entity cancelled or terminated a contract they held with your organization due to your failure to meet the requirements of the contract? If so, explain; and
- Explain specifically how funds will be accounted for when received, i.e., financial management procedures.

**Fiscal Management and Reporting Capacity**

- a. Describe the organization's fiscal system and include:
  - The process the Proposer uses or proposes to use to timely capture and report fiscal information to the WWDA staff.
  - What systems are in place to ensure fiscal accountability, timely, and appropriate expenditure of WIOA funds?
  - How the Proposer will ensure integrity in using these funds. Provide the most recent audit and cash management reports as examples.
  - How the Proposer will internally track both actual and projected obligations and expenditures.
  - The Proposer's ability and method it would use to repay disallowed costs if such disallowances are identified in the monitoring or audit of the contract?
- b. Proposers must have the capacity to track expenses down to the customer level either within their organization's accounting system or alternative tracking system other proprietary software designed for that purpose. Please describe how this will be accomplished.
- c. WIOA funds are distributed through a process of drawdowns from DOL and then from the State to the Waccamaw WDB. Since this is a reimbursement process, the time from incurred expense to receipt of reimbursement may take 30 to 60 days. Does your agency have the fiscal capacity to operate under this projected timeline?



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**SECTION IX: BUDGET INFORMATION**

**9.1 BUDGET WORKSHEET**

- The budget worksheet is available below and in a PDF format on the Waccamaw Regional Council of Governments website ([www.wrcog.org](http://www.wrcog.org)) and the Waccamaw SC Works website ([www.waccamawworks.org](http://www.waccamawworks.org)).
- Please be sure to follow the directions for the budget worksheets.
- Complete the Budget Summary in its entirety. If no amount is indicated, please record \$0.

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Page 1

**BUDGET SUMMARY**  
**WIOA ADULT PROGRAM**

**LINE ITEMS**

**TOTAL BUDGET**

**Staff Salaries and Fringe Benefits**

*(Complete attached Staff Benefits Chart)*

*(This should not be more than 52% of the total budget)*

\$ \_\_\_\_\_

**\*Facilities Cost (space)**

\$ \_\_\_\_\_

**Equipment**

\$ \_\_\_\_\_

**Operating Expenses**

Telephone

\$ \_\_\_\_\_

Postage

\$ \_\_\_\_\_

FAX

\$ \_\_\_\_\_

Staff Travel

\$ \_\_\_\_\_

Office Supplies

\$ \_\_\_\_\_

Copying

\$ \_\_\_\_\_

Equipment Repairs and Maintenance

\$ \_\_\_\_\_

Utilities Cost

\$ \_\_\_\_\_

Other: \_\_\_\_\_

\$ \_\_\_\_\_

**Total:** *(This cannot be more than 15% of the total budget)*

\$ \_\_\_\_\_

**Training Costs**

Tuition (ITA)

\$ \_\_\_\_\_

GED Training

\$ \_\_\_\_\_

On-the-Job Training

\$ \_\_\_\_\_

Work Experience

\$ \_\_\_\_\_

Other: \_\_\_\_\_

\$ \_\_\_\_\_

**Supportive Service Costs**

Childcare

\$ \_\_\_\_\_

Transportation

\$ \_\_\_\_\_

Other: \_\_\_\_\_

\$ \_\_\_\_\_

**Total:** *(Training Costs and Supportive Service Costs)*

\$ \_\_\_\_\_

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<b>Staff Training/Technical Assistance Costs</b> <i>(GSA travel and expense rate will apply)</i>	\$ _____
<b>Other Direct Costs</b>	\$ _____
<b>Profit</b> <i>(Not to exceed 8% of total budget)</i>	\$ _____
<b>**Indirect Costs</b> <i>(Please include a copy of the Indirect Cost Plan)</i>	\$ _____
<b>GRAND TOTAL:</b>	\$ _____

*\*(Please indicate how you derived at this figure.)*

**\*\* INDIRECT COSTS -** *State agencies that have an approved indirect cost plan must include indirect costs as a part of their application. The amount of allowable indirect costs will be negotiated after the contract award. No services that are included in indirect costs may be direct charged. Indirect cost plans must be submitted upon award and must specify services that are included in the indirect charges.*

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**STAFF BENEFITS CHART**

(A) Position	(B) WIOA Funded Base Salary Per Week	(C) WIOA % of Time	(D) # of Weeks	(Col. BxCxD) Total Cost
<b>TOTAL STAFF SALARIES</b>				

**STAFF FRINGE CHART**

Fringe	Total Cost
FICA – 7.65% x \$_____	
Health Insurance	
Worker’s Comp - _____% x \$_____	
Unemployment Insurance	
Retirement/Pension - _____% x \$_____	
Other	
<b>TOTAL FRINGE BENEFITS</b>	

**Add Total Staff Salaries and Total Fringe Benefits and place it on the first line of the Budget Summary.**

**Grand Total: Salary & Fringes \$\_\_\_\_\_**

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**BUDGET BACK-UP SHEET**  
**For**  
**PROCURED SUBCONTRACT SERVICES**  
*(This form may be duplicated)*

**Include all subcontractors/consultants with whom you plan to enter into contractual agreements as a result of this proposed WIOA Contract.**

Agency Name	Contact Person	Services to be Provided	Estimated Subcontract Amount (\$)

# APPENDIX A

## TERMS AND CONDITIONS

### TERMS AND CONDITIONS

**Affirmative Action** The successful respondent will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical disability.

**Americans With Disabilities Act (ADA)** The firm shall comply with the ADA, as applicable.

**Assignment** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Council of Governments Representative.

**Audits and Reviews** The firm shall, throughout the life of the contract, participate in State and Federal audits. The firm shall provide support to Waccamaw Regional Council of Governments during any and all audits. The support shall include, but shall not be limited to, producing documentation, gathering data, preparing reports or correspondence, and assisting Waccamaw Regional Council of Governments in responding to questions.

**Bankruptcy** (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Waccamaw Regional Council of Governments. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all Waccamaw Regional Council of Governments contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is void-able and subject to immediate termination by the Waccamaw Regional Council of Governments upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

**Choice of Law** the Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

**Civil Rights Act of 1964; title VI and VII** There will be no discrimination against any employee or person served on account of race, color, sex, religious background, ancestry or national origin in the performance of this contract. The Respondent shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) in regard to persons served, and the regulations issued pursuant there to (45 CFR, Part 80). The Respondent shall comply with Title VII of the Civil Rights Act of 1964 (42 USC 200e) in regard to employees or applicants for employment, and any regulations issued pursuant thereto. It is expressly understood that upon receipt of evidence of such discrimination, the Waccamaw Regional Council of Governments shall have the right to terminate said contract.

**Competition** This solicitation is intended to promote competition. If the language, specifications, terms and conditions or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested respondent to notify the Waccamaw Regional Council of Governments in writing so as to be received five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to the award.

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**Compliance with Codes, Ordinances, Industry Standards** During the term of this contract, it shall be the firm's responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules and regulations, tariffs, and industry standards.

**Compliance with Federal Regulations** State or Federal requirements that are more restrictive shall be followed.

**Confidential Information** For every document Respondent submits in response to or with regard to this solicitation or request, Respondent must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Respondent contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a) (1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Respondent submits in response to or with regard to this solicitation or request, Respondent must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Respondent contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Respondent submits in response to or with regard to this solicitation or request, Respondent must separately mark with the word "PROTECTED" every page, or portion thereof, that Respondent contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, Waccamaw Regional Council of Governments may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Respondent (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these proposals instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, Waccamaw Regional Council of Governments will detrimentally rely on Respondent's marking of documents, as required by this proposal instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Respondent agrees to defend, indemnify and hold harmless the Waccamaw Regional Council of Governments, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Respondent marked as "confidential" or "trade secret" or "PROTECTED".

**Contract amendments, modification and change orders** any change orders, alterations, amendments or other modification hereunder shall not be effective unless reduced to writing and approved by the Waccamaw Regional Council of Governments and the contractor.

**Contract Period** The contract will run from July 1, 2019 through June 30, 2020.

### **Contractor's Liability Insurance**

Minimum insurance coverage carried by the Respondent shall not be less than following:

Worker's Compensation	\$250,000 each person
Comprehensive (Including Products)	\$1,000,000 each occurrence \$250,000 property damage each occurrence
Automotive Liability	\$250,000 each person \$1,000,000 each occurrence \$250,000 property damage; each occurrence

**Contractor's Obligation – General.** The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's

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performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

**Debarments/Suspension**

(a)(1) By submitting an Proposal, Respondent certifies, to the best of its knowledge and belief, that (i) Respondent and/or any of its Principals (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any State or federal agency; (B) Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of proposals; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and (C) are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision. (ii) Respondent has not, within a three-year period preceding this proposal, had one or more contracts terminated for default by any public (Federal, State, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Respondent shall provide immediate written notice to the Council of Governments Representative if, at any time prior to contract award, Respondent learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Respondent is unable to certify the representations stated in paragraphs (a) (1), Proposal must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Respondent's responsibility. Failure of the Respondent to furnish additional information as requested by the Council of Governments Representative may render the Respondent non-responsible.

(d) 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 paragraph (a) of this provision. The knowledge and information of a Respondent is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Respondent knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the Waccamaw Regional Council of Governments, the Council of Governments Representative may terminate the contract resulting from this solicitation for default.

**Disputes** All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the Waccamaw Regional Council of Governments or in the absence of jurisdiction, only in the Court of Common Pleas for, or a Federal court located in, Greenville County, State of South Carolina. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2)

**False Claims** According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

**Fixed Pricing** Any pricing provided by contractor shall include all costs for performing the work associated with that price, except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

**For Cause** Termination by the Waccamaw Regional Council of Governments for cause, default or negligence on the part of the contract shall be excluded from the foregoing conditions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default clause in this Proposal shall apply.

**For Convenience** In the event that this contract is terminated or canceled upon request and for the convenience of the Waccamaw Regional Council of Governments without the thirty (30) days advance written notice, then the Waccamaw Regional Council of Governments may negotiate reasonable termination costs, if applicable.



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**Force Majeure** The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of the causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet required delivery schedule.

**Indemnification** The Waccamaw Regional Council of Governments, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials furnished by the contractor, provided that such liability is not attributable to negligence on the part of the Waccamaw Regional Council of Governments or failure of the Waccamaw Regional Council of Governments to use the materials in the manner outlined by the contractor in descriptive literature or specifications submitted with the contractor's proposal.

**Non-Appropriations** Any contract entered into by the Waccamaw Regional Council of Governments resulting from this proposal invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

**Non-Indemnification** Any term or condition is void to the extent it requires the Waccamaw Regional Council of Governments to indemnify anyone.

**Notice:** (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the Waccamaw Regional Council of Governments shall be to the Council of Governments Representative's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

**Ownership of Material** Ownership of all data, material and documentation originated and prepared for the Waccamaw Regional Council of Governments pursuant to this contract shall belong exclusively to the Waccamaw Regional Council of Governments.

**Presentation** Proposers may be required or requested to make an oral presentation of their proposal to the AAA. Presentations provide an opportunity to clarify proposals and to ensure mutual understanding. The AAA will determine the need, location, format and schedule for any presentations. The AAA also reserves the right to cancel scheduled presentations. All Proposers who, at the time proposal decisions are made, are reasonably susceptible of receiving an award, will be afforded an equal opportunity to present.

**Price Escalation** Price changes may be negotiated to be effective on renewal date, if extended. Requested increases should be adjusted in accordance with changes in the Series for Food Away From Home, of the Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics of the Department of Labor, based on the 12-month period ending on July 1 of the preceding year. In the event of a major change in the quantity of meals, the Waccamaw Regional Council of Governments reserves the right to negotiate the price based on market conditions. The contract will automatically renew at the existing price unless the respondent notifies the Waccamaw Regional Council of Governments in writing by January 1st of proposed price negotiation.

**Proposal Acceptance Period** In order to withdraw your proposal after the minimum period specified on the Cover Page, you must notify the Council of Governments Representative in writing.

**Proposal Rejection/Cancellation** This solicitation does not commit the Waccamaw Regional Council of Governments to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services.

# **Waccamaw Regional Council of Governments**

## **Waccamaw Workforce Development Board**

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Waccamaw Regional Council of Governments reserves the right to reject any and all proposals and to cancel this solicitation in its entirety if it is in the best interest of Waccamaw Regional Council of Governments to do so.

**Propose in English and Dollars** Proposals submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

**Publicity Releases** The firm shall not have the right to include Waccamaw Regional Council of Governments' name in its published list of customers without prior approval. With regard to news releases, only the name of the firm, type and duration of contract may be used and then only with prior approval of Waccamaw Regional Council of Governments. The firm agrees not to publish or cite in any form any comments or quotes from Waccamaw Regional Council of Governments Board members or staff. The firm further agrees not to refer to award of this contract in commercial advertising in such a manner as to State or imply that the products or services provided are endorsed or preferred by Waccamaw Regional Council of Governments.

**Relationship of the Parties** Neither party is an employee, agent, partner, or joint venture of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

**Respondent's Qualification** By submission of a proposal, you are guaranteeing that all services meet the requirements of the proposal during the contract period. Respondents must, upon request of the Waccamaw Regional Council of Governments, furnish satisfactory evidence of their ability to furnish services in accordance with the terms and conditions of these specifications. The Waccamaw Regional Council of Governments reserves the right to make the final determination as to the Respondent's ability to provide the products or services requested herein.

All amendments to and interpretations of the solicitation shall be in writing from the Council of Governments representative. The representative shall not be legally bound by any amendment or interpretation that is not in writing.

**Respondent's Responsibility** Each respondent shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. Failure to do so will be at the Respondent's risk. It is expected that this will sometimes require on-site observation. The failure or omission of a Respondent to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

**Responsiveness/Improper Proposals** Proposals for supplies or services other than those specified will not be considered unless authorized by the Solicitation. Respondents may submit more than one proposal, provided that each proposal has significant differences other than price. Each separate proposal must satisfy all Solicitation requirements. If this solicitation is a Request for Proposals, multiple proposals may be submitted as one document, provided that you clearly differentiate between each proposal and you submit a separate cost proposal for each proposal, if applicable. Any Proposal which fails to conform to the material requirements of the Solicitation may be rejected as non-responsive. Proposals which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, a Proposal will be rejected if the total possible cost to the Waccamaw Regional Council of Governments cannot be determined. Respondents will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Council of Governments Representative. The Waccamaw Regional Council of Governments may reject a Proposal as non-responsive if the prices proposed are materially unbalanced between line items or sub-line items.

**Restrictions for Lobbying** Funds received under this contract may not be expended to pay any person or influencing or attempting to influence an officer or employee of any agency, a member of Congress, 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 any of the following covered Federal actions: 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. This restriction is applicable to all subcontractors and must be included in all subcontracts.

**Safety Precautions** Waccamaw Regional Council of Governments assumes no responsibility with respect to accidents, illness, or claims arising out of any work undertaken with the assistance of funds paid under the contract. The firm shall take necessary steps to insure or protect itself and its personnel. The firm agrees to comply with all applicable local, State, and Federal occupational and safety acts, rules, and regulations.

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**Waccamaw Workforce Development Board**  
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**Save Harmless** The successful respondent shall indemnify and save harmless the Waccamaw Regional Council of Governments and all officers, agents, and employees, from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright. Respondent shall have no liability to the Waccamaw Regional Council of Governments if such patent, trade mark or copyright infringement or claim is based upon the responder's use of material furnished to the respondent by the Waccamaw Regional Council of Governments.

**Service of Process** Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

**SC Law Clause** Upon award of a contract under this Statement, the person, partnership, association, or corporation to whom the award is made must comply with the Laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with the State of South Carolina. By submission of this signed Proposal, the respondent agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

**Termination** Subject to the conditions below, the contract may be terminated for any reason by the Waccamaw Regional Council of Governments providing a thirty (30) day advance notice in writing is given to the contractor.

In addition, the provisions contained in 2 CFR 200 Appendix II apply as applicable.

## **APPENDIX B**

# **CHECK LIST FOR PROCUREMENT PROPOSAL SUBMISSION**

**Name of Agency Proposing:** \_\_\_\_\_

### **Check List for Procurement Proposal Submission**

This form should be turned in with your proposal package. The form should be located behind your proposal package letter and should be signed and dated.

**I. Certification**

- ☐ 6.1 Proposal Package Cover Letter (Form)
- ☐ 6.2 Certification (Form)
- ☐ 6.3 Contract Terms and Conditions (Form)
- ☐ 6.4 Signature Sheet (Form)
- ☐ 6.5 Non-Collusion (Form)
- ☐ 6.6 Debarment, Suspension (Form)
- ☐ 6.7 Drug-Free Workplace (Form)
- ☐ 6.8 Certification Regarding Lobbying (Form)
- ☐ 6.9 General Assurances (Form)
- ☐ 6.10 Performance History (Form)

**II. ORGANIZATIONAL INFORMATION**

- ☐ 8.1 Program Proposal Synopsis
- ☐ 8.2 Experience, Organizational Capacity and Past Performance
- ☐ 8.3 Program Methodology
- ☐ 8.4 Partnerships and Innovation
- ☐ 8.5 Outreach
- ☐ 8.6 Budget and Financial Information

**III. BUDGET INFORMATION**

- ☐ 9.1 Budget Worksheets

# APPENDIX C

## WACCAMAW REGIONAL HOLIDAY SCHEDULE 2019-2020

### WACCAMAW REGIONAL HOLIDAY SCHEDULE 2019-2020

SUBJECT:      **Holiday Schedule      July 1, 2019 - June 30, 2020**

<b>Thursday, July 4, 2019</b>	<b>Independence Day</b>
<b>Monday, September 3, 2019</b>	<b>Labor Day</b>
<b>Thursday, November 28, 2019</b>	<b>Thanksgiving Day</b>
<b>Friday, November 29, 2019</b>	<b>Day After Thanksgiving</b>
<b>Tuesday, December 24, 2019</b>	<b>Christmas Eve</b>
<b>Wednesday, December 25, 2019</b>	<b>Christmas Day</b>
<b>Thursday, December 26, 2019</b>	<b>Day After Christmas</b>
<b>Wednesday, January 1, 2020</b>	<b>New Year's Day</b>
<b>Monday, January 20, 2020</b>	<b>Martin Luther King Jr. Day</b>
<b>Monday, February 17, 2020</b>	<b>President's Day</b>
<b>Friday, April 10, 2020</b>	<b>Good Friday</b>
<b>Monday, May 25, 2020</b>	<b>Memorial Day</b>

