

## **Attachment E Request for Proposal Number 6836 Z1 REBID**

### **ASSURANCES**

The purpose of distinguishing the following assurances is to highlight specific requirements and does not limit responsibilities in any way. To the extent that this Attachment E – Assurances conflicts with any terms and conditions in the remainder of the RFP, this Attachment E takes precedence. By submitting a proposal in response to this RFP, the Contractor agrees to comply with the following assurances, and to the greatest extent possible, ensure that the GNWDA is in compliance with the following requirements:

**Access to Records** - Contractor will give the GNWDB, the GNCEOB, NDOL, and other representatives of state or federal government access to, and the right to, examine all documents and information related to responsibilities and services carried out by Contractor under the contract resulting from the RFP.

**Administration** - Contractor will ensure diligence in managing programs under the contract, including performing appropriate monitoring of its activities and taking prompt corrective action against known violations of the WIOA, and assures it will fully comply with NDOL, GNWDB and/or GNCEOB instructions relating to the administration of WIOA funds.

**Administration and Fiscal Systems** - The Contractor will have adequate administrative and fiscal systems necessary to promote effective use of the WIOA funds. This includes a financial management system that satisfactorily accounts for and documents the receipt and disbursement of all WIOA funds including information pertaining to subgrants and contract awards, obligations, unobligated balances, assets, expenditures, and income. Effective internal controls are in place to safeguard assets and assure their proper use (including property location and usage). All source documentation will be maintained to support accounting records that will permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in a violation of the applicable restrictions on the use of such funds.

**Audit Resolution File** – Contractor will ensure that the GNWDA maintain an audit resolution file documenting the disposition of reported questioned costs and corrective actions taken for all findings.

**Bonding** – Contractor ensures that all persons and/or subrecipients who are authorized to receive or deposit WIOA funds, or to issue financial documents, checks, or other instruments of payment for WIOA program costs, will be bonded in accordance with federal and state regulatory requirements for protection against loss.

**Cash Management** – Contractor assures that no excess cash will be kept on hand, and procedures exist for maintaining and monitoring the minimum amount of cash on hand necessary to efficiently improve the timing and control of disbursements.

**Compliance with WIOA and Related Requirements** – The Contractor will fully comply with the provisions of the Workforce Innovation and Opportunity Act (WIOA) of 2014; the Office of Management and Budget (OMB) Uniform Administrative Requirements, Allowable Costs, Cost Principles, and Audit Requirements for Federal Awards, Final Rule at 2 Code of Federal Regulations (CFR) Part 200, et al (hereafter referred to as Uniform Guidance 2 CFR Part 200); and the Department of Labor's (DOL) exceptions at 2 CFR Part 2900, et al. (hereafter referred to as DOL Exceptions 2 CFR Part 2900); and all federal and state regulations, legislation, directives, policies, procedures and amendments issued pursuant thereto.

**Confidentiality** – The Contractor assures it will comply with the confidentiality requirements of WIOA, including but not limited to, section 116(i)(3) of WIOA).

**Consultation** - The Contractor assures that any plan will be developed consultation with local elected officials, the GNWDB, GNCEOB, the business community, labor organizations, and other partners.

**Disabilities** - The Contractor assures it will comply with Section 504 of the Rehabilitation Act of 1973 and the American's with Disabilities Act of 1990.

**Executive Order 11375.** Contractor agrees to comply with Executive Order 11246 of September 28, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 (October 13, 1967) entitled "Amending

Executive Order No. 11246, Relating to Equal Employment Opportunity” and as supplemented in US Department of Labor regulations on “Obligations of Contractors and Subcontractors” (Title 41, Subtitle B, Chapter 60, Part 60-1).

**Expending Funds** - The Contractor assures funds will be spent in accordance with the Workforce Innovation and Opportunity Act and the Wagner-Peyser Act and their regulations, written Department of Labor guidelines, and all other applicable federal and state laws and regulations, and policies.

**Governor’s Grant Procedures** – The Contractor assures funds will comply with the grant procedures described by the Governor that are necessary to enter into grant agreements for the allocation and payment of funds under WIOA. The procedures and agreements will be provided by the Governor and will specify the requirements, terms, conditions, assurances and certifications, and shall include, but not be limited to, the following:

**General Administrative Requirements:**

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- **Assurances and Certifications:**
  - Standard Form 424 B – Assurances - Non-Construction Programs.
  - 29 CFR Part 2 Subpart D – Equal Treatment in Department of Labor Programs for Religious Organizations.
  - 29 CFR Part 31 – Nondiscrimination in Federally Assisted Programs of the Department of Labor.
  - 29 CFR Part 32 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
  - 29 CFR Part 93 – New Restrictions on Lobbying.
  - 2 CFR Part 180 Subparts F, G and H – Suspension and Debarment Actions.
  - 2 CFR Part 182 – Government-Wide Requirements for Drug-Free Workplace (Financial Assistance).

**Grievances/Complaints** - The Contractor will comply with federal, state, and local procedures for grievances and complaints from participants and employees under the WIOA program.

**Human Trafficking** – The Contractor understands that the awarding agency may terminate the award, without penalty, as a result of actions by Contractor, employees or sub-recipients, based on noncompliance with the Trafficking Victims Protection Act of 2009, as amended, and as implemented by 2 CFR Part 175.15(b).

**In Demand Occupation or Industry** – WIOA training shall be provided only for those occupations that are directly linked to an in-demand industry sector or occupation in the local area or the planning region, as those terms are defined in Section 3 (23), (32) and (48) of WIOA, or in another area to which an adult or dislocated worker is willing to relocate.

**Labor Standard Provisions.** Contractor agrees to adhere to the Davis-Bacon Act of 1931 (40 U.S.C. §276a to 276a-7) and the Contract Work Hours & Safety Standards Act of 1962 (40 U.S.C. §§3141 and 3702 to 3708), as amended, and supplemented by U.S. Department of Labor regulations.

**Licensing, Taxation, and Insurance** - The Contractor assures it will comply with federal, state, or local laws governing applicable licensing, taxation, and insurance requirements.

**Nondiscrimination** - The Contractor assures it will comply with the nondiscrimination and equal opportunity provisions of Section 188 of WIOA, which prohibit discrimination:

- On the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964;
- On the basis of age under the Age Discrimination Act of 1975;
- On the basis of sex under Title IX of the Education Amendments of 1972; and
- On the basis of disability under Section 504 of the Rehabilitation Act of 1973

The Contractor further assures it will comply with the nondiscrimination and equal opportunity provisions of Section 184 of WIOA, which includes the prohibition of discrimination on the basis of participation in programs or activities funded or otherwise financially assisted under WIOA, and discrimination on the basis of citizenship status for certain noncitizens.

**Patent Rights, Copyrights and Rights in Data** – The Contractor understands that NDOL and US Department of Labor reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purpose: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant of sub-grant; and (b) any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.

**Political Affiliation** - No person or beneficiary will be discriminated against by Contractor on the basis of his/her political affiliation.

**Regional Planning** - The GNWDB will participate in regional planning.

**Reporting** - The Contractor shall submit complete, accurate, and timely reports as specified by the Governor.

**Responsibility Matters** - The Contractor shall enforce standards and procedures to ensure against fraud and abuse, including standards and procedures against nepotism, conflicts of interest, lobbying, kickbacks, drug-free workplace, political patronage (Hatch Act) and provisions which govern debarment, suspension, and other responsibility matters.

**Retention of Records** - The Contractor assures it will retain all financial and program records, books of account, and other documents related to the grant agreement for a period of three years. If prior to the expiration of the 3-year retention period, any litigation or an audit has begun, the records, books of account, and documents relating to the grant agreement will be retained until the litigation is complete and audit findings are resolved.

**Salary and Bonus Limitation –**

The Contractor assures none of the funds appropriated in WIOA or prior Acts under the heading “Employment and Training Administration” that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub-recipients of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided under Section 194(15) of WIOA. The limitation shall not apply to vendors providing goods and services, as defined in 2 CFR Part 200 Subpart B.

**Special Clauses/Provisions –** Contractor understands that other special assurances or provisions may be required under Federal law or policy, including specific appropriations legislation, WIOA, or subsequent Executive or Congressional mandates.

**State Energy Conservation Plan –** The Contractor recognizes mandatory standards and policies relating to energy efficiency as contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act of 1975. The Contractor agrees to comply with all applicable standards, orders, or requirements issued under §306 of the Energy Policy and Conservation Act, §508 of the Clean Water Act, Executive Order 11738, and the Environmental Protection Agency regulations pertaining to contracts, subcontracts, and sub-grants in excess of \$100,000 (40 CFR Part 15).

**State WIOA Policies** - Contractor shall comply with all provisions contained in the State of Nebraska WIOA Policies.

**Sunshine Provision** - The GNWDB assures the public, including individuals with disabilities, has access to GNWDB meetings and information regarding GNWDB activities, including membership and meeting minutes.

**Title VII** - The Contractor assures it will comply with Title VII of the Civil Rights Act of 1964, as amended.

**Union Organizing** – The Contractor assures no funds received under the Workforce Investment Act will be used to assist, promote, or deter union organizing.

**Veterans** – The Contractor assures it will comply with the veterans’ priority provisions established in the Jobs for Veterans Act.

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**Bidder Name**

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**Signature**

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**Title**

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**Date Signed**

