APPENDICES
ATTACHMENT A

PROPOSAL COVER SHEET

Agency Name: Click or tap here to enter text.

Director/Chairperson: Click or tap here to enter text.

Address: Click or tap here to enter text.

Contact Person & Position: Click or tap here to enter text.

Phone No. of Contact Person: Click or tap here to enter text.

Type of Agency (School, Non-Profit Corp., etc.) Click or tap here to enter text.

For which workforce system roles are you submitting a proposal (check all that apply)?

☐ WIOA One-Stop Operator

☐ WIOA Adult/Dislocated Worker Program

☐ WIOA Youth Program

Is Your Organization a Small, Minority OR Women-owned and operated Businesses?

☐ YES  ☐ NO

If Yes, indicate the appropriate category(s): ☐ Small  ☐ Minority  ☐ Female

The undersigned hereby certifies that the information in this proposal is correct to the best of their knowledge and belief.

Organization's Authorized Signature  Date

Name and Title (Printed)  Date

Equal Opportunity Employer
Auxiliary aids and services are available upon request to individuals with disabilities
Page 35 of 58
ATTACHMENT B
Organizational Background

1. Legal Name of Respondent: ________________________________

2. Former Name(s) Operated Under: __________________________

3. Authorized Contact Person: ________________________________

4. Address: ________________________________ City/ST/ZIP ______

5. Telephone: ________________________________ 6. Website Address: ________________________________

7. Date of business Inception: ______ 8. Number of Years in Business: ______

9. Total years in workforce services: ____ 10. Total Full-time Employees: ______

11. Type of Business:  □ For-Profit  □ Non-Profit  □ Public

12. Legal Structure:  □ Sole Proprietorship  □ Partnership  □ Corporation

13. Authorized to conduct business in Louisiana?  □ Yes  □ No

14. Structure:  □ Minority-owned  □ Female-owned  □ Other  □ N/A

   If other, please specify: ________________________________

15. The proposer certifies:

   No outstanding liens, claims, debts, judgments, or litigation pending against it which would materially affect its programmatic or financial abilities to implement and carry out its proposed program. □ Yes  □ No

   Complied with an official order of any agency of the State of Louisiana, or the United States Department of Labor to repay disallowed costs incurred during its conduct of projects or services. □ Yes  □ No

   Is current in its payment of applicable federal, state, and local taxes. □ Yes  □ No  □ N/A

   Is free and clear of any disallowed audited costs. □ Yes  □ No

   Its costs and pricing data submitted with this proposal are representative of only those reasonable, allowable, and allocable costs necessary for carrying out its proposed program. □ Yes  □ No

   It will comply with the assurances attached to this RFP, and WIOA and its promulgated rules and regulations. □ Yes  □ No

   It is authorized to submit this proposal in accordance with the policies of its governing body. □ Yes  □ No

By my signature, I am empowered and can act on behalf of the proposing organization in submitting this proposal. I certify that the information contained herein is true and correct to the best of my knowledge, and that the offer contained herein is true and correct to the best of my knowledge, and that the offer contained herein is firm and valid for a period not to exceed 60 days from this proposal’s date.

(SIGNATURE AND DATE OF SIGNATORY OFFICIAL) ___________________ DATE __________

(Typed or Printed NAME and JOB TITLE of Signatory Official)
ATTACHMENT C
Demonstrated Performance

As required by the Proposal Narrative section of this RFP, describe your organization’s past performance managing each of the workforce development programs and services outlined in this RFP for the past three (3) years (for with the Respondent has experience managing and delivering). If the Respondent does not have experience/performance to reference for the past three (3) years, the Respondent may provide performance information from the past five (5) years.

The attachment provided should be sure to include the following:

a. Contract/Project Title and Location
b. Duration of Contract
c. Type of Contract (Fixed price, cost reimbursement, etc.)
d. Contact Person (Phone, e-mail)
e. Funding Source(s)
f. Funding Amount
g. Brief Summary of Project
h. Primary Contractual Performance Standards
i. Verifiable Performance Outcomes Achieved Against the Standards

Note: Information for each contract/project should be limited to one (1) page. The maximum number of pages submitted as attachments under this section should not exceed five (5). If Respondents must be selective about the contracts/projects that are included in order to meet the page number restriction, the Respondent should focus on Louisiana-based contracts/projects and those with performance criteria most relevant to the requirements of this RFP.
ATTACHMENT D
Staff Job Descriptions/Resumes

Using this format, complete a separate Job Description for each Position/Job Classification that will provide WIOA services under the terms of this agreement, whether funded in full, in part, or not at all, with WIOA funds from this program. Include the resume of key staff.

Please identify the following in the description:

1. Job Title and Program

2. Describe actual job duties or tasks to be performed in relation to the above named WIOA program and job title (or attach job description).

3. Minimum education, experience, and qualifications of the individual to perform the above job duties.

4. What is the anticipated amount of time this staff person will provide WIOA-funded services?
   a. Hours per day
   b. Hours per week
   c. Office location(s)

5. What is the anticipated amount of time this staff person will provide WIOA-funded services?
   a. Operator
   b. Adult/Dislocated Worker
   c. Youth

6. Name of Immediate Supervisor: (If position needs to be filled, indicate this.)

7. Will the staff person(s) assigned to this position work in other sections/departments within the organization? If so, please describe.
ATTACHMENT E
Organizational Chart

Provide a copy of the Respondent’s organizational chart showing:

a. The proposed program’s relationship to the overall organization’s operations
b. Each position on the organizational chart with an indication of whether the position is paid or volunteer
c. The proposed staffing plans
d. Documented job descriptions
<table>
<thead>
<tr>
<th>Budget Line Items</th>
<th>Direct Program Costs</th>
<th>Non-Direct Costs</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Salaries</td>
<td></td>
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<tr>
<td>2. Fringe Benefits</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>a) FICA, SS</td>
<td></td>
<td></td>
<td></td>
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<td>b) FICA, Med</td>
<td></td>
<td></td>
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<tr>
<td>c) Health Insurance</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>d) Dental Insurance</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Life Ins/Std/ Ltd</td>
<td></td>
<td></td>
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<tr>
<td>a) 401K</td>
<td></td>
<td></td>
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<tr>
<td>b) 401K Admin</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>c) Unemployment State</td>
<td></td>
<td></td>
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<tr>
<td>d) Unemployment Federal</td>
<td></td>
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<tr>
<td>e) Workers Compensation</td>
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<tr>
<td>3. Office Supplies</td>
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<tr>
<td>4. Staff Travel, in region</td>
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<td></td>
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<tr>
<td>5. Staff Travel, out of region</td>
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<tr>
<td>6. Staff training</td>
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<tr>
<td>7. Outreach/Recruitment</td>
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<td></td>
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<tr>
<td>8. Overhead, Allocated &amp; Indirect Costs</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>9. Other</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Grand Total</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Percentage of Grand Total</td>
<td></td>
<td></td>
<td>100%</td>
</tr>
</tbody>
</table>
### ATTACHMENT G
Budget Forms

<table>
<thead>
<tr>
<th>Position / Job Title</th>
<th># Staff</th>
<th>Annual Salary</th>
<th>% Charged to this Proposal</th>
<th>Amount Charged to Direct Program</th>
<th>Amount Charged to Indirect</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

**Total**

This page may be duplicated if more space is needed.
ATTACHMENT H
Administrative & Financial Capabilities Checklist

Please respond to each statement by checking ‘Yes’ or ‘No’. Briefly explain any ‘No’ answer on another page and include it behind this attachment labeled “Attachment D-1”.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
<td>All positions with the Respondent have up-to-date job descriptions.</td>
</tr>
<tr>
<td>2)</td>
<td>All employees meet the minimum qualifications specified in their job descriptions.</td>
</tr>
<tr>
<td>3)</td>
<td>All W-2’s and I-9’s with appropriate documentation are on file.</td>
</tr>
<tr>
<td>4)</td>
<td>Withholding and FICA deposits have been made in full on a timely basis.</td>
</tr>
<tr>
<td>5)</td>
<td>Insurance and bonding policies are current and all appropriate staff is covered.</td>
</tr>
<tr>
<td>6)</td>
<td>The accounting records are auditable.</td>
</tr>
<tr>
<td>7)</td>
<td>Administrative and internal accounting controls are adequate to safeguard program assets.</td>
</tr>
<tr>
<td>8)</td>
<td>The accounting system adequately accounts for program funds.</td>
</tr>
<tr>
<td>9)</td>
<td>Financial reports fairly present accrued program expenditures by established cost categories.</td>
</tr>
<tr>
<td>10)</td>
<td>Budgetary procedures are adequate to control expenditures.</td>
</tr>
<tr>
<td>11)</td>
<td>The agency has a written accounting procedures manual that includes procedures for:</td>
</tr>
<tr>
<td>a)</td>
<td>coding of expenditures by:</td>
</tr>
<tr>
<td>1)</td>
<td>contract year or program year</td>
</tr>
<tr>
<td>2)</td>
<td>funding source</td>
</tr>
<tr>
<td>3)</td>
<td>cost category</td>
</tr>
<tr>
<td>b)</td>
<td>bank reconciliations</td>
</tr>
<tr>
<td>c)</td>
<td>posting to books</td>
</tr>
<tr>
<td>d)</td>
<td>monthly close-out</td>
</tr>
<tr>
<td>e)</td>
<td>trial balancing</td>
</tr>
<tr>
<td>f)</td>
<td>development of accruals</td>
</tr>
<tr>
<td>g)</td>
<td>segregation of duties</td>
</tr>
<tr>
<td>h)</td>
<td>cost allocation</td>
</tr>
<tr>
<td>i)</td>
<td>budgetary control</td>
</tr>
<tr>
<td>j)</td>
<td>cash management</td>
</tr>
<tr>
<td>k)</td>
<td>cash receipt and disbursement</td>
</tr>
<tr>
<td>l)</td>
<td>payroll</td>
</tr>
<tr>
<td>13)</td>
<td>The procedures in the accounting manual are being followed.</td>
</tr>
<tr>
<td>14)</td>
<td>Internal controls</td>
</tr>
<tr>
<td>a)</td>
<td>For cash receipts:</td>
</tr>
<tr>
<td>1)</td>
<td>Cash is properly controlled and promptly deposited when received</td>
</tr>
<tr>
<td>2)</td>
<td>Funds are deposited in a bank in interest bearing checking accounts and secured by FDIC or other security</td>
</tr>
<tr>
<td>b)</td>
<td>Checks are:</td>
</tr>
<tr>
<td>1)</td>
<td>Pre-numbered</td>
</tr>
<tr>
<td></td>
<td>Adequately safeguarded</td>
</tr>
<tr>
<td>---</td>
<td>------------------------</td>
</tr>
<tr>
<td>2</td>
<td>Properly mutilated when voided</td>
</tr>
<tr>
<td>3</td>
<td>Not allowed to be written for cash</td>
</tr>
<tr>
<td>4</td>
<td>Not allowed to be signed in advance</td>
</tr>
<tr>
<td>c)</td>
<td>For cash disbursements:</td>
</tr>
<tr>
<td>1</td>
<td>Invoices are approved prior to payment</td>
</tr>
<tr>
<td>2</td>
<td>Documentation accompanies checks to be signed</td>
</tr>
<tr>
<td>3</td>
<td>Documentation is stamped to prevent reuse</td>
</tr>
<tr>
<td>4</td>
<td>Control over signature machine is adequate</td>
</tr>
<tr>
<td>5</td>
<td>Disbursements are made only by check</td>
</tr>
<tr>
<td>6</td>
<td>Checks are not returned to preparer after signing</td>
</tr>
<tr>
<td>d)</td>
<td>For bank reconciliations:</td>
</tr>
<tr>
<td>1</td>
<td>They are performed on time</td>
</tr>
<tr>
<td>2</td>
<td>They are performed by someone who does not perform cash functions</td>
</tr>
<tr>
<td>3</td>
<td>Unusual items are investigated promptly</td>
</tr>
<tr>
<td>e)</td>
<td>For payroll:</td>
</tr>
<tr>
<td>1</td>
<td>Time sheets are used and signed by both the employee and supervisor</td>
</tr>
<tr>
<td>2</td>
<td>Payrolls are approved by management for accuracy and existence of bona fide employees</td>
</tr>
<tr>
<td>3</td>
<td>Preparation and check distribution functions are segregated</td>
</tr>
<tr>
<td>4</td>
<td>Leave time is properly controlled</td>
</tr>
<tr>
<td>f)</td>
<td>For purchases:</td>
</tr>
<tr>
<td>1</td>
<td>Purchase orders are pre-numbered and controlled</td>
</tr>
<tr>
<td>2</td>
<td>Receiving reports are prepared and compared to P.O. and invoice</td>
</tr>
<tr>
<td>3</td>
<td>Returned purchases are controlled</td>
</tr>
<tr>
<td>4</td>
<td>Payments are made within discount periods</td>
</tr>
<tr>
<td>15</td>
<td>The Respondent's budget has no areas for potential cost overruns.</td>
</tr>
<tr>
<td>16</td>
<td>The Respondent is not trying to make up for a shortfall in another program by using the funds from this program.</td>
</tr>
</tbody>
</table>

I hereby certify that I have completed this Administrative and Financial Capabilities Checklist accurately and to the best of my knowledge. I, the Financial Officer or C.E.O. of the Respondent, accepts responsibility for providing financial services adequate to ensure the establishment and maintenance of an accounting system with internal controls adequate to safeguard program funds.

(SIGNATURE AND DATE OF SIGNATORY OFFICIAL)  
(DATE)

(Typed or Printed NAME and JOB TITLE of Signatory Official)
ATTACHMENT I
Assurances and Certifications

As a condition of the receipt of Federal and State funds under the Personal Responsibility Act (Public Law 104-193), the Workforce Innovation and Opportunity Act (WIOA) (Public Law 113-128), the Workforce Innovation Act of 2000 rules and regulations, hereby identified as Local Workforce Development Area #40 programs, the Contractor agrees to submit a plan for the delivery of One-Stop services and operations under the WIOA, programs, and agrees to operate the programs in accordance with both Federal, State and local requirements, and all other laws as applicable.

THE CONTRACTOR ASSURES THAT:

1. The Contractor shall be liable to Local Workforce Development Board #40 for any unauthorized costs expended in the operation of the program and for any disallowed costs that incurred as a result of the Contractor expending funds not authorized under the Contract or in violation of the appropriate Federal or State statutes, regulations or guidelines. Any funds requested for reimbursement by the Contractor that are determined by LWDB #40, the Governor, Louisiana Workforce Commission, or Department of Labor to be in violation of appropriate Federal and State Statutes, regulations or guidelines shall be refunded and repaid to LWDB #40 by the Contractor. If the Contract or Amendments thereto are still in effect, LWDB #40 shall withhold these monies from any allowable reimbursement request of the Contractor.

2. The Contractor agrees to promptly repay LWDB #40 any amount previously paid to the Contractor by LWDB #40, which is determined by final audit to be an unallowable cost or expenditure. The Contractor shall repay LWDB #40 any funds found not to have been expended in accordance with WIOA regulations or any disallowed expenditure in the final resolution of the audit report. The Contractor shall repay such amounts from funds other than funds received under WIOA. LWDB #40 may withhold funds from future deliverables or cost reimbursement requests pending resolution of disallowed costs. This provision is subject to any administrative or other legal procedures available to the Contractor.

3. The Contractor shall be liable for prosecution under the criminal provision of the 18 U.S.C. 665 for theft or embezzlement of Department of Labor and Employment Security (DLES) funds.

4. The failure of LWDB #40 to strictly enforce any of the provisions of the Contract/ Modification, or to require strict performance by the Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions or any other validity of the Contract or any part hereof, or waive the right of LWDB #40 to thereafter enforce each and every provision therein.

5. The Contractor shall implement administrative controls to identify customer training costs that are supported by other federal (DOL, Pell Grants, VR, VA, etc.), state or local programs to ensure that costs are not being duplicated. Coordination and sharing of costs is strongly recommended.

6. The Contractor shall indemnify, defend and hold LWDB #40 harmless from all claims, suits, judgments or damages, including court costs and attorneys’ fees caused by the Contractor’s act or omission in the course of the operation of the Contract to the extent permitted by law.

Notwithstanding anything to the contrary contained herein, the Contractor does not hereby waive any of its sovereign immunity, and any obligation of the Contractor to indemnify, defend or hold harmless LWDB #40, in accordance with the preceding paragraph, shall extend only to the limit, if
any, permitted by law.

7. LWDB #40 shall indemnify, defend and hold the Contractor harmless from all claims, suits, judgments or damages, including court costs and attorneys’ fees caused by LWDB #40 negligent act or omission in the course of the operation of the Contract.

8. Louisiana Workforce Commission requires that LWDB #40 local monitoring plan include fiscal monitoring of all service providers. LWDB #40 Fiscal Department monitor the invoices for appropriateness of costs, timeliness of the submission related to the time that the expenditures were incurred dates of enrollment related to dates of expenditures and overall accuracy of the invoice.

9. Each month, program fiscal reports are due on the 10th of the month. The Fiscal Department monitors the reports and invoices over the remainder of that month. When there is a discrepancy, the Contractor is immediately notified and appropriate clarification and/or documentation is requested. If the Contractor submits the requested documentation in a timely manner, and the Fiscal Department reviews and accepts the documentation/clarification, no reimbursement is withheld. If the Contractor fails to submit proper documentation/clarification, all reimbursements will be withheld until such time that the proper clarification is submitted to and accepted by the Fiscal Department. LWDB #40 reserves the right not to pay if invoices are submitted more than sixty (60) days past the end of the month being invoiced. Each year a final closeout report is due within fifteen (15) days after the contract end date. After this deadline, no reimbursement can be made for prior year’s expenses.

10. The Contractor assures that it will comply with the requirements of WIOA with regulations and policies promulgated hereunder. The Contractor further agrees to comply with all subsequent revisions, modifications, and amendments to WIOA and the related regulations as assigned by LWDB #40. Failure by the Contractor to accept or comply with changes to WIOA or the related regulations that affect the terms of the Contract, and which LWDB #40 shall present in writing, shall be sufficient basis for termination by LWDB #40. The Contractor assures that it will comply with LWDB #40 directives, procedural instructions, and policies.

11. The Contractor assures that clarification will be sought from LWDB #40 on any policy, law, rule, regulation and/or directive that is not clearly understood prior to adopting any practice or procedure to which LWDB #40 shall supply clarification. The Contractor understands that LWDB #40 will give the Contractor thirty (30) days to take corrective action should it be determined that there is a violation. If the Contractor does not take corrective action, funding will be withheld or revoked.

12. The Contractor shall maintain sufficient financial records to allow costs to be properly charged to the appropriate cost categories. The Contractor shall maintain proper accounts and an accurate verification of customer statistics.

The Contractor understands that modifications and/or revisions to the financial and/or program aspects of the Contract may be required as a result of changes in LWDB #40 funding allocations. The Contractor understands and agrees that if either party desires to change or modify the Contract, the proposed changes shall be written documents executed by both parties. The Contractor
understands that the written proposed changes shall be negotiated to the extent possible and that
the Contract shall become a written signed modification to the original contract. The Contractor
further understands that LWDB #40 may amend the Contract to conform to those changes in any
Federal or State Statute, Regulation, Procedural Instruction, and/or Executive Order relevant to the
Contract or any amendment hereto. No funds under the Contract may be used in support of any
religious, anti-religious, or political activity.

13. It is understood and agreed by the parties hereto that this is a cost reimbursement contract, which
requires a minimum level of performance for full payment. Failure to meet the minimum level of
performance as outlined in the Scope of Work or to provide the training as specified may result in
payments being withheld or repayment by the Contractor of all or a portion of the funds paid for
such training or activities.

14. The Contract may not be modified, amended, canceled, extended, or assigned orally without the
express written consent of LWDB #40 or the Chief Executive Officer of LWDB #40. All modifications,
amendments, cancellations, extensions and/or assignments must be reduced to writing and
incorporated into an amendment hereto.

15. All records pertinent to the Contract, including financial, participant, statistical, audit and property,
and supporting documentation, shall be retained for a period of five (5) years from the date of final
payment of the Contract or until all audits are complete and findings on all claims have been finally
resolved, whichever is the longer period of time. If the Contractor is not able to retain the necessary
records, such records shall be transferred to LWDB #40. Such records shall be transmitted to LWDB
#40 for acceptance in an acceptable condition for storage.

16. All property purchased under the contract will comply with the terms of the Louisiana Workforce
Commission regarding Accounting and Reporting Requirement for WIOA Property. Equipment
ownership will vest with the Contractor until the end of the program at which time ownership will
revert back to LWDB #40. LWDB #40 reserves the right to re-assign inventory between service
providers, as appropriate and necessary. The Contractor will be responsible for inventory and
limiting use of equipment to WIOA and customers. The Contractor understands that LWDB #40
property and equipment being utilized by Contractor’s staff must be covered by the Contractor’s
property insurance policy.

17. Property purchased that has an expected normal life of one year or more shall be reported on the
monthly financial report to LWDB #40. Records for nonexpendable property shall be retained for a
period of three (3) years after final disposition of the property.

18. The Contractor must ensure that no individual shall be excluded from participation in, denied the
benefits of, subjected to discrimination under, or denied employment in the administration of or in
connection with the Contract on the basis of race, color, religion, sex, national origin, disability, age,
political affiliation, marital status, sexual orientation or status as a workforce services customer.

As a condition to the award of financial assistance under WIOA, and the Contractor assures, with
respect to operation of WIOA funded programs or activities, and all agreements or arrangements to
carry out the WIOA funded programs or activities, that it will comply fully with the
nondiscrimination and equal opportunity provisions of the Immigration Reform and Control Act;

Equal Opportunity Employer
Auxiliary aids and services are available upon request to individuals with disabilities
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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; Equal Treatment in Department of Labor Programs for Faith-Based Organizations and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

The Contractor assures that it will comply with 29 CFR Section 34.21 – Equitable Services and shall make efforts to provide equitable services among substantial segments of the population eligible for participation. Such efforts shall include but not be limited to outreach efforts to broaden the composition of the pool of those considered for participation, to include members of sexes, the various race/ethnicity and age groups, and individuals with disabilities.

The Contractor assures that it will comply with 29 CFR Section 34.23 - Dissemination of Policy and that initial and continuing notice shall be provided so that it does not discriminate on any prohibited ground, to: applicants, eligible applicants, customers, applicants for employment, employees, and members of the public, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipient.

The notice requirements imposed require, at a minimum, the notice be posted prominently in reasonable numbers and places, disseminated in internal memoranda and other written communications, included in handbooks or manuals, made available to each customer and made a part of the customer's file. The notice shall be provided in appropriate formats to individuals with visual impairments. Where notice has been given in an alternate format to a customer with a visual impairment, a record that such notice has been given shall be made a part of the customer's file.

In accordance with Federal and State requirements, the Contractor shall ensure that the posters listed below, and all others that may be required by law but are not listed below, are displayed prominently at all facilities managed by the Contractor within the Contract, including satellite offices and service delivery area recipients:

a. Equal Employment Opportunity Is the Law (Spanish and English)
b. Louisiana Law Prohibits Discrimination (Spanish and English)
c. Your Rights Under the Fair Labor Standards Act
d. Family and Medical Leave Act
e. Notice to Workers with Disabilities
f. Migrant & Seasonal Agriculture Worker Protection Act
g. OSHA Job Safety and Health Protection
h. Reemployment Assistance
i. Child Labor Laws
j. Employee Polygraph Protection Act
k. Worker’s Compensation

The Contractor shall, during each presentation to orient new customers and/or new employees to its WIOA funded programs or activities, include a discussion of customers’ and/or employees’ rights under nondiscrimination and equal opportunity provisions, including the right to file a complaint of discrimination.

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The Contractor assures that it will comply with Title 29 CFR Part 34.24, Data and Information Collection and Confidentiality, which requires the contractor to collect the data and maintain the records that the Directorate of Civil Rights finds necessary to determine recipient compliance with nondiscrimination and equal opportunity provisions. Equal opportunity includes:

- Records on applicants, eligible applicants, customers, and terminees, as well as on applicants for employment and employees.
- By race, ethnicity, gender, age, and "where known" disability status. "Where known" is the standard applicable for compliance reporting under 29 CFR part 34. For compliance purposes, it is necessary to know, not only the number of individuals who wish to identify themselves as individuals with disabilities, but also the number of individuals who are perceived by the Contractor as being individuals with disabilities.

19. Contractor will assume the liability of all costs incurred because of erroneous determinations of suitability and eligibility. The Contractor understands that customer suitability and eligibility will be determined prior to enrolling a WIOA customer into either career and/or training services.

20. The Contractor understands that evaluations and customer progress will be documented in a timely manner in the customer's file to support measurable gains and a foundation for a successful career pathway. This documentation shall consist of attendance and grade reports at the end of each training period (if applicable) and thorough case notes, made not less than monthly, which provide a descriptive narrative of services provided and the customer’s circumstances.

21. The Contractor agrees that conditions of employment or training shall be appropriate and reasonable with regard to the type of work, geographical region, and skills of the customer. No customer will be trained or receive services in buildings or surroundings which are unsanitary or dangerous. The Contractor assures that on-the-job training customers will be provided the same working benefits at the same level as other employees similarly employed.

22. The Contractor assures that to the extent that a State Workers' compensation law is applicable, the Contractor shall provide information regarding workers' compensation benefits, in accordance with such law, to the potential employer. To the extent that such law is not applicable, the Contractor, as a recipient of WIOA funds shall secure insurance coverage for injuries suffered by such customers.

23. The Contractor understands that LWDB #40 shall assume no liability with respect to bodily injury, illness or any other damages or losses, or with respect to any claims arising out of any activity under the Contract whether concerning persons or property in the Contractor's organization or any third party.

24. The Contractor understands that WIOA services and activities are to be coordinated with other agencies in the region and that positive working relationships shall be established for the benefit of the customers and in some cases, reduce the level of expenditures. To prevent duplication of funding and to streamline the tracking of the customer's financial needs and use of funds when Higher Education Opportunity Act (HEOA) of 2008, Title IV programs are involved, contracts and agreements with educational institutions shall require the educational institution's financial aid officer to inform the Region's Sub state Grantee of the amounts and disposition of any HEOA, Title IV awards and other types of financial aid to each WIOA customer awarded after the enrollment of the customer, as part of a continuing, regular information sharing process (Section 1419(b)).

25. The Contractor shall not assign, delegate, or in any way transfer any of its rights or responsibilities, or any part of the work and services as called for by the Contract without prior written approval of LWDB #40.

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26. The Contractor understands that any contract approved to be subcontracted under the Contract shall be specified by written agreement and shall be subject to each provision of the Contract and all Federal, State, and local laws and regulations. This includes appropriately executed separate subcontracts for on-the-job training, limited internships, and work experience positions.

27. The Contractor understands and agrees that verbal communications between the parties will not be accepted in any audit determinations or other matters involving interpretations of the rules and regulations governing the implementation of WIOA and other managed programs.

28. The Contractor assures that it will develop monitoring procedures to ensure that its program is in compliance with the WIOA and TANF Acts, and that adequate administrative and accounting controls are being used. LWDB #40 shall have the right to monitor and evaluate all aspects of program activities and the Contractor shall provide access to all records necessary to accomplish this obligation.

29. The Contractor shall use the applicable Management Information System (MIS) designed to facilitate the uniform compilation and analysis of programmatic data. On a time, schedule determined by LWDB #40, the Contractor shall maintain and submit accurate, complete, and timely customer and financial records and program reports and/or documentation, as specified by LWDB #40.

30. The Contractor shall establish and maintain an auditable accounting system, and report on an accrual basis in accordance with recognized accounting practices and LWDB #40 and Louisiana Workforce Commission requirements for fiscal and program reports. This includes establishing record keeping systems that are sufficient to permit the preparation of reports required by LWDB #40, and to permit the tracing of funds to a level of expenditure adequate to insure that the funds have not been spent unlawfully.

31. LWDB #40, Louisiana Workforce Commission, the United States Secretary of Labor, the Inspector General of the United States Department of Labor, the U.S. Comptroller General, or their designated representatives shall have access and the authority to monitor, audit, examine and make excerpts, copies, or transcripts from records, including all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by the Contract. To carry out this function, officials shall have access to all matter covered by the Contract during regular business hours and at reasonable locations, including the Contractor's office or any other site at which the Contractor may operate, maintain offices, or keep books and records.

32. The Contractor assures that an annual independent audit will follow the audit requirements of Louisiana Workforce Commission Policy, a copy of the audit furnished to LWDB #40 along with a statement explaining the effect that any findings have on funds received in the Contract. The Contractor will follow the allowable costs principles of 2 CFR 200.430.

33. The Contractor understands that monthly payments to finance the Contract are for One-Stop operations, program services, training activities, unsubsidized and subsidized job placements, and/or youth services as specified and outlined in the contract’s Scope of Work. Contract deliverables for programs will be provided annually to the Contractor. Failure to attain those levels of performance may result in funds being withheld until the appropriate deliverables are attained. Continued failure to comply with required contract deliverables may result in contract termination.

34. The Contractor agrees to abide by Federal and State rules/regulations pertaining to patent rights with respect to any discovery or invention that arises or is developed in the course of or under such contract, (as applicable). Contractor agrees to comply with Federal patent rights.

35. The Contractor will comply with requirements pertaining to copyrights (agreements which involve the use of copyrighted materials or the development of copyrightable materials) and will comply with requirements pertaining to rights to data. LWDB #40, and the Louisiana Workforce Commission shall have unlimited rights to any data first produced or delivered under the Contract (agreements which
involve the use/development of computer programs/applications, or the maintenance of databases or other computer data processing programs, including the inputting of data).

36. The Contractor assures that revenues in excess of costs shall be treated as program income. Accordingly, these funds may be retained by the Contractor to underwrite additional training or training related services pursuant to the project or program that generated them. Funds not spent during the Contract period shall be returned to LWDB #40 within thirty (30) days of the expiration date of the Contract.

37. The Contractor will adhere to and comply with LWDB #40 Non-Discrimination and Complaint & Grievance Procedures, which have been approved by the Louisiana Workforce Commission Equal Opportunity Division.

38. Avoidance of Conflict of Economic Interest - an executive, officer, agent, representative, or employee of the Contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the Contractor. No member of any council under WIOA shall cast a vote on the provision of services by that member or any organization, which the member directly represents or vote on any matter that would provide direct financial benefit to that member.

39. The submittal of false information may be considered as fraud and any other breach of these Contract terms could result in the immediate termination of the Contract. The Contractor is liable for the repayment of funds that were paid by LWDB #40 for reported performance, or other compensation for services or expenses subsequently determined to be invalid. Repayment may be by deduction from subsequent invoices or in the form of a check for the amount owed if the program ended.

40. The Contractor understands that LWDB #40 has the right to terminate the Contract by written notification when an extenuating circumstance arises, for example when the work is no longer required. It is understood that the Contractor will be compensated for work already completed or in the process according to accurate, appropriately submitted documents.

41. In the event and because of any breach of the Contract, the Contractor shall indemnify and hold harmless LWDB #40 for any disallowed costs resulting from any such breach of the Contract. The management, administration and implementation of all terms and conditions of the Contract shall be performed in a manner satisfactory to LWDB #40. LWDB #40 may act in its own best interest including, but not limited to:

- Requiring a written report of corrective action within specific time frames
- Withholding payment
- Requiring pay back
- Disallowing inappropriate claims, payments, or costs
- De-obligating Contract funds
- Terminating or suspending the contract.

42. If the Contractor determines that the program described in the Contract is not functioning as intended, the Contractor shall notify LWDB #40 immediately by telephone, followed by written notice, which may result in bilateral corrective action or adjustment of the Contractual terms through modification of the Contract.

43. The Contractor agrees to abide by Federal and State rules/regulations pertaining to compliance with all applicable standards, orders, or requirements issued under the Clean Air Act, (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Contracts and sub grants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

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Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

44. The Contractor agrees to abide by Federal and State rules/regulations pertaining to compliance with all mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

45. The Contractor will comply with the uniform fiscal and administrative requirements of the Federal Office of Management and Budget 2 CFR 200.430.

46. The Contractor will comply with the Drug Free and Smoke Free Workplace policy. CONTRACTOR will maintain a drug free and smoke free workplace for both employees and customers.

47. The Contractor will comply with Part C of P.L 103-227, the “Pro-Children Act of 1994”, which prohibits smoking in any portion of any indoor facility owned or leased or contracted by an entity and used regularly for the provision of health, day care, education or library services to children under the age of 18, if the services are funded by federal programs whether directly or through State or local governments.

48. The Contractor will assure that when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state 1) the percentage of the total costs of the program or project which will be financed with federal money, 2) the dollar amount of federal funds for the project or program, and 3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

49. The Contractor assures that it will not discriminate in its employment practices with respect to the Equal Pay Act (1963), Civil Rights Act (1964), Age Discrimination in Employment Act (1967), Americans with Disabilities Act (1990), and Civil Rights Act (1991). No individual shall be denied employment on the basis of race, color, sex, national origin, disability, age, political affiliation, marital status, sexual orientation or status as a workforce services customer and each employee shall have such rights as are available under any applicable Federal, State, or local law prohibiting discrimination.

50. The Contractor agrees to list all job vacancies in the state of Louisiana designated labor-exchange MIS (HIRE) and commit to hiring job seeker customers into those job vacancies whenever possible.

51. The Contract is subject to termination by LWDB #40 with thirty (30) days advance notice in writing to the Contractor and by the Contractor with 120 days advance notice in writing to LWDB #40. Any determination under this provision must be made in good faith, with due consideration given to availability of funding and the dedication of resources by the Contractor to the Contract. In the event funds to finance the Contract are not available, the obligations of each party hereunder may be terminated upon no less than twenty-four (24) hours’ notice in writing by LWDB #40 to the Contractor. By the signature on this page, the Contractor certifies that it has read and understands all the provisions of the Contract and agrees to the information contained herein.

______________________________
(Organization Name)

______________________________ /________________________
(Signature and Date of Signatory Official) Date

(Typed or Printed Name and Job Title of Signatory Official)

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ATTACHMENT J
Debarment & Suspension Certification

Instructions for Certification Regarding Debarment, Suspension and Other Responsibility Matters

1. By signing and submitting this certificate, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit the explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with LWDB #40’s determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when LWDB #40 determined to enter this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available, LWDB #40 may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to LWDB #40 if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.


6. The prospective primary participant agrees by submitting this certificate that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by LWDB #40.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by LWDB #40, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement/Non-Procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly entered into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in
addition to other remedies available, LWDB #40 may terminate this transaction for cause or default.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98.

(BEFORE SIGNING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its officers/principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, state, or local governmental department or agency.
   b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
   c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
   d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

(ORGANIZATION NAME)

(SIGNATURE AND DATE OF SIGNATORY OFFICIAL)   DATE

(Typed or Printed NAME and JOB TITLE of Signatory Official)

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ATTACHMENT K
Certification Regarding Lobbying
Certification for Contracts, Grants, Loans and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all 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.

This certification is a material representation of fact upon which reliance was place when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subjected to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(ORGANIZATION NAME)

________________________________________/________________________
(SIGNATURE AND DATE OF SIGNATORY OFFICIAL) DATE

(Typed or Printed NAME and JOB TITLE of Signatory Official)
ATTACHMENT L
Insurance Certification

Each contractor must carry the following types of insurance coverage: bond, liability, automotive, and worker’s compensation as outlined in this RFP. Provide a statement to the extent that this coverage is in place or that it will be obtained prior to the implementation of the proposed activities.
ATTACHMENT M
Non-Discrimination Certification

Pursuant to Section 188 of the Workforce Innovation and Opportunity Act, Public Law 113-128, I, ____________________________, the undersigned, in representation of ____________________________, the grantee, attest and certify that the grantee will adhere to any and all nondiscrimination laws.

Section 188 (2) states that:

No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, sex, national origin, disability, age, political affiliation, marital status, sexual orientation or status as a workforce services customer.

The undersigned will adhere to all federal, state, and local LWDB #40 non-discrimination rules and regulations.

________________________________________
Name

________________________________________
Title

________________________________________
Organization

________________________________________
Date

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ATTACHMENT N
Audit Requirements

Provide a copy of the Respondent’s two most recently completed CPA-certified audits or reviews; including all management letters or financial statements (if proposer is private for-profit entity and does not have a recent audit).
PROPOSED PROJECT BUDGET

PROPOSER NAME: 

PROJECT DATES: to

Only complete the budget for line items that are necessary for the proposal.

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<tr>
<th>Budget Line Item</th>
<th>Admin</th>
<th>Adult Program</th>
<th>DW Program</th>
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<td>Salaries &amp; Fringe Benefits</td>
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<td>Participant Training Cost (ITA, OJT, Work Experience, etc.)</td>
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**Note:** Budget must include an attached Narrative Budget explaining above costs in enough detail to identify the WIOA goods and services being purchased under this RFP.