



**GASTON COUNTY**  
Workforce Development Board

**Gaston County**  
**Workforce Development Program**  
**Request for Proposals**  
**Package**

**Program Year 2023**  
**(July 1, 2023 to June 30, 2024)**  
**with option to extend**

**Workforce Innovation and Opportunity Act**  
**(WIOA)**  
**YOUTH SERVICES**

**NOTICE OF REQUEST FOR PROPOSALS ANNOUNCEMENT (HUB):**  
**FRIDAY, MARCH 3, 2023**

**RFP PACKAGE RELEASE DATE:**  
**MONDAY, MARCH 6, 2023**

**DUE DATE:**  
**Tuesday, April 11<sup>th</sup>, 2023 at 11 am EST**

**THE GASTON COUNTY WORKFORCE DEVELOPMENT PROGRAM IS AN EQUAL OPPORTUNITY EMPLOYER/PROGRAM.**  
**AUXILIARY AIDS AND SERVICES AVAILABLE UPON REQUEST TO INDIVIDUALS WITH DISABILITIES.**

The Gaston County Workforce Development Board Workforce Innovation and Opportunity Act (WIOA) Programs are federally supported 100% by the U.S. Department of Labor as part of an award totaling \$1,167,564.00 with an estimated amount of \$306,856 for Youth Services.

## Table of Contents

<b>Timeframes and Resource Materials</b>	<b>3</b>
<b>Section I: General Information</b>	
PURPOSE OF REQUEST FOR PROPOSALS	4
ESTIMATED ALLOCATIONS	4
ELIGIBLE ORGANIZATIONS	4-5
<b>Section II: Background Information</b>	
GASTON COUNTY WORKFORCE DEVELOPMENT BOARD OVERVIEW	5-6
WORKFORCE INNOVATION AND OPPORTUNITY ACT OVERVIEW	6
GCWDB YOUTH COUNCIL	6
GCWDB VISION FOR WIOA YOUTH PROGRAMS	6-7
WIOA YOUTH SERVICE DELIVERY	7
WORKFORCE INNOVATION AND OPPORTUNITY ACT ELIGIBILITY CRITERIA	7-8
WIOA YOUTH PROGRAM DESIGN ELEMENTS	8-9
PERFORMANCE AND CASE MANAGEMENT TRACKING	10
<b>Section III: Solicitation Process and Terms</b>	
RFP INQUIRIES, QUESTIONS, ANSWERS AND DEADLINE FOR QUESTIONS	11
PRE-PROPOSAL CONFERENCE - MANDATORY	11
PROPOSAL EVALUATION PROCESS	12
PROPOSAL EVALUATION CRITERIA	12-14
<b>Section IV: Provisions, Disclaimers and County's Rights</b>	<b>14-18</b>
<b>Section V: RFP Response Instructions</b>	
SUBMISSION REQUIREMENTS	18-20
GENERAL PREPARATION INSTRUCTIONS	20-23
<b>Section VI: Response Package</b>	<b>24-66</b>

## CALENDAR OF EVENTS

ACTION ITEM	DATE
RFP ANNOUNCEMENT - ADVERTISEMENT PERIOD	FRIDAY, MARCH 3, 2023 THRU TUESDAY, APRIL 11 <sup>TH</sup> , 2023 AT 11 AM EST POSTED TO: GASTON COUNTY WDB WEBSITE: <a href="https://gastongovworks.com">HTTPS://GASTONGOVWORKS.COM</a> GASTON COUNTY WDB FACEBOOK PAGE: <a href="#">GASTON WORKFORCE DEVELOPMENT BOARD</a> GASTON COUNTY WDB INSTAGRAM PAGE: <a href="#">WORKFORCEGASTON</a> GASTON COUNTY TWITTER HANDLE: <a href="#">@WORKFORCEGASTON</a> NCDOA-HUB WEBSITE
RFP PACKAGE RELEASE DATE	MONDAY, MARCH 6, 2023 AT <a href="https://gastongovworks.com">HTTPS://GASTONGOVWORKS.COM</a>
DEADLINE – CONFIRM INTENTION TO BID AND REQUEST LINK & PASSWORD FOR PROPOSER CONFERENCE FROM	MONDAY, MARCH 13 <sup>H</sup> , 2023 AT 12 PM EST
VIRTUAL PROPOSER CONFERENCE	MONDAY, MARCH 20 <sup>TH</sup> , 2023 AT 1:30 PM EST
QUESTION DEADLINE	WEDNESDAY, MARCH 29 <sup>TH</sup> , 2023, 1:30 PM EST
DUE DATE FOR PROPOSALS	TUESDAY, APRIL 11 <sup>TH</sup> , 2023 AT 11 AM EST
AWARD ANNOUNCEMENT*	FRIDAY, APRIL 28 <sup>TH</sup> , 2023
PROGRAM START DATE*	SATURDAY, JULY 1 <sup>ST</sup> , 2023

Resource materials relating to Workforce Innovation and Opportunity Act programs which may aid in preparing proposals are available on the internet at the following sites:

- A copy of the Workforce Innovation and Opportunity Act is at <http://www.doleta.gov/wioa/>
- The final WIOA regulations are available at [https://www.doleta.gov/WIOA/Final\\_Rules\\_Resources.cfm](https://www.doleta.gov/WIOA/Final_Rules_Resources.cfm)
- U.S. DOL Employment and Training and Employment Guidance Letters are available at [https://wdr.doleta.gov/directives/All\\_WIOA\\_Related\\_Advisories.cfm](https://wdr.doleta.gov/directives/All_WIOA_Related_Advisories.cfm)

## Section I: General Information

### 1) Purpose of Request for Proposal

The Gaston County Department of Health and Human Services and Gaston County Workforce Development programs announce the release of Workforce Innovation and Opportunity Act (WIOA) funding to organizations interested in providing youth workforce development services to Gaston County youth ages 16 – 24. Proposals are being solicited for:

- 1) Youth services to be provided to out-of-school youth in Gaston County. A minimum of 50% of all Youth funding is earmarked for OSY services.
- 2) Youth services to be provided to in-school youth in Gaston County. A minimum of 50% of all Youth funding is earmarked for OSY services.

This RFP is for a one-year period, July 1<sup>st</sup>, 2023-June 30<sup>th</sup>, 2024 with an option to extend 1 year at a time for an additional two (2) years. Contracts will be performance-based with funding linked to defined performance outcomes, including WIOA measures, and depend on future funding availability, contractors' satisfactory performance, achieving benchmarks & contract goals, and other items as applicable. The awarded contractor is required to serve those participants already enrolled in the WIOA youth programs as of June 30, 2023. These youth will be assigned accordingly by Gaston County Workforce Development staff based on contract negotiations. Gaston County reserves the option to modify contracts on a year-to-year basis. Profit (if applicable) will be re-negotiated each year and a profit cost analysis completed prior to an amendment being completed for any contract extensions.

### 2) Estimated Allocations

For the purposes of this RFP, Gaston County is unable to project a total allocation for the contract period at this time. It is anticipated that the projected amount will be known at or about the time of the final negotiations for contracts. It is *anticipated* that a contract maximum for the Gaston County WDB Youth Program could be *approximately* \$306,856 for FY 2023-2024 (July 1st 2023 through June 30, 2024) based on recent prior program years.

However, maximum contractor (proposer) funding is finalized, and actual contract budgets negotiated, after the confirmation of funding allocations is received by the GCWDB from the NC Department of Commerce – Division of Workforce Solutions for the applicable program year period. Funding is also additionally contingent upon approval of appropriations and the FY2023-2024 County Budget by the Gaston County Board of Commissioners.

### 3) Eligible Organizations

Organizations eligible to submit proposals for this RFP include:

- Public
- Private for-profit businesses
- Private not-for-profit organizations (including faith and community-based organizations)
- Labor groups

- Governmental entities (including the public school system, community colleges, local government, and other public sector organizations)

Any not-for-profit entity MUST have been incorporated for at least two years (as evidenced by a letter from the appropriate governing body certifying incorporation) AND be designated as a 501 c-3 tax-exempt organization by the Internal Revenue Service. Any for-profit entity must have been incorporated at least two (2) years, and applicants must provide an Original Certificate of Insurance by the time of the award announcement.

Agencies submitting proposals must have the ability to receive, disburse, and account for funds in accordance with generally accepted accounting practices (as deemed acceptable by Gaston County); are licensed or otherwise authorized to do business in the state of North Carolina; demonstrate the ability to provide program services as specified in the RFP; are not debarred or suspended for participation in state or county contracts, fidelity bonded; and demonstrate the ability to comply with WIOA regulations.

## **Section II: Background Information**

### **A. Gaston County Workforce Development Board Overview**

The Gaston County Workforce Development Board (GCWDB) is an employer driven committee whose members are appointed by the Gaston County Board of Commissioners. As one of 22 Workforce Development Boards in North Carolina, the Gaston County WDB works to identify current and future employer needs by addressing the full workforce development continuum, including pipeline development, recruitment, advancement, and retention and is steadfast in its commitment to leveraging resources and engaging partners committed to developing and strengthening our area's workforce talent. Established by the Workforce Innovation and Opportunity Act (former known as the Workforce Investment Act), the Gaston County WDB has a federal mandate to be the lead organization for workforce development planning and to arrange for a system of service delivery that meets the workforce needs of business and the public alike.

To address issues for the emerging workforce and young adult population, the Gaston County Youth Committee was established as a standing committee by the Workforce Development Board. It is charged with advising the Gaston County Workforce Development Program of youth trends and challenges and providing information on how to meet the needs of our most vulnerable youth populations. The Youth Committee is also driven by corporate employers and includes representatives from local community partners, youth services agencies, public housing authorities, parents of eligible youth, and former WIOA youth participants.

Each year, workforce investment areas receive a designated allotment of Workforce Innovation and Opportunity Act formula funds, distributed among eligible youth, adults, dislocated workers, and training services. Gaston County Government serves as the Workforce Innovation and Opportunity Act fiscal agent for the Gaston County Workforce Development Program. This

RFP will distribute the WIOA youth funds; a separate RFP has been issued for WIOA Adult and Dislocated Worker Funds.

## **B. Workforce Innovation and Opportunity Act Overview**

The federal Workforce Innovation and Opportunity Act was signed into law by then President Obama on July 22, 2014 and entitled “The Workforce Innovation and Opportunity Act of 2014.” Final regulations were issued on August 19, 2016. These documents can be accessed at <https://www.doleta.gov/wioa/>

Grantees must comply with the Act, the regulations, state and local administrative entities’ instructions, agency policies, and other applicable federal, state, and local laws and regulations.

### **1. Gaston County WDB Youth Committee**

The Gaston County Workforce Development Board Youth Committee operates under the direction of the Gaston County WDB and works to assess the needs and barriers of the emerging workforce and the education and training needed to develop sustainable employment opportunities for the target youth population of 16- to 24-year-olds. The Youth Committee is comprised of people from youth service agencies, the public housing authority, parents of eligible youth, community-based organizations that work with youth, businesses, WIOA partners, and former WIOA youth participants.

### **2. The Vision for WIOA Youth Programs**

The Gaston County Workforce Development program envisions a WIOA Youth Program with an emphasis on unpaid job shadowing, paid work-based learning opportunities and/or internships that offer career exploration, life skills and work readiness development. WIOA funded activities should be designed to guide youth from postsecondary education to sustainable employment in an “in-demand” career.

Youth entering a workforce development program should be directed based on individual skills and needs. However, the primary focus of the WIOA Youth program shall be to prepare, support and direct participants to employment through education and training.

Youth Program providers will be measured not only on individual outcomes, but on how well they connect to other providers, social services, etc. on behalf of the youth’s needs. The Gaston County Workforce Development Program does not want youth to fall through the cracks based on age, skills level, social service needs, and/or funding availability. This connectivity will enable the Gaston County Workforce Development program to keep youth participants on a progressive pathway, while understanding the impact and effectiveness of each component of the youth workforce development system.

The Gaston County Workforce Development Program shall seek contractors that will:

- Identify and serve the most at-risk youth, including foster care and aging out of foster care youth.
- Provide youth with multiple paths to gainful employment.
- Prepare youth for employment in emerging high growth industries.
- Maintain the highest quality of services while producing measurable results.
- Track youth through the life of their program participation

### **C. WIOA Youth Service Delivery**

WIOA separates service delivery to youth by differentiating between in-school youth (ISY) and out-of-school youth (OSY). ISY are defined as youth who are regularly attending an accredited high school and who are in active pursuit of a degree or GED. An OSY is defined in WIOA Section 109a.1.B. To be served with WIOA youth funds, both ISY and OSY must meet the WIOA eligibility criteria below.

### **D. Workforce Innovation and Opportunity Act Eligibility Criteria for Youth**

The following link provides detailed criteria on eligibility for youth

<https://www.gpo.gov/fdsys/pkg/PLAW-113publ128/pdf/PLAW-113publ128.pdf>

Out-of-school youth must be aged 16-24, not attending any school, and meet one or more additional conditions, which could include: School dropout; within age of compulsory attendance but has not attended for at least the most recent complete school year calendar quarter; holds a secondary school diploma or recognized equivalent and is low-income and is basic skills deficient or an English language learner; subject to the juvenile or adult justice system; homeless, runaway, in foster care or aged out of the foster care system, eligible for assistance under Section 477, Social Security Act, or in out-of-home placement; pregnant or parenting; an individual with a disability; low income person who requires additional assistance to enter or complete an educational program or to secure or hold employment

In-school youth must be aged 14-21, attending school, low income, and meet one or more additional conditions, which could include: Basic skills deficient; English language learner; an offender; homeless, runaway, in foster care or aged out of the foster care system; pregnant or parenting; an individual with a disability; person who requires additional assistance to enter or complete an educational program or to secure or hold employment

WIOA defines the five Youth Program elements as (1) Financial Literacy; (2) Entrepreneurial skills training; (3) Services that provide labor market and employment information in the local area; (4) Activities that help youth transition to postsecondary education and training; (5) Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster

It is the Gaston County Workforce Development Program's expectation that proposals will include the minimum youth service delivery requirements outlined in WIOA.

At least 20 percent of local Youth formula funds must be used for work experiences, such as summer and year-round employment, pre-apprenticeship, on-the-job training, or internships

and job shadowing.

### **E. WIOA Youth Program Design Elements**

A successful program will include the following design elements:

- 1. Focus on accountability for outcomes**, especially the obtainment of a certificate/degree and placement in post-secondary education/employment
- 2. Focus on building a youth workforce development system** that leverages the strengths of multiple organizations and funding streams, both partnerships and through tracking/reporting of outcomes
- 3. Target and serve high need area-** respondents are expected to identify the highest concentration of WIOA eligible youth and area of need based on census tract, Department of Education, Department of Labor, Department of Health and Human Services data, and/or community organization experience serving high and at-risk youth. Proposals are encouraged to find ways to align their recruitment strategies and participant cohorts with the areas of highest need, while keeping in mind that youth must be served with the associated geographic region that the funding is allotted to.
- 4. Focus on youth with barriers to employment-** WIOA requires programs to serve youth who have one or more of the following barriers to employment. While all the barriers are important, providers are encouraged to tailor proposals to focus on barriers i) through vi) as they have been identified as the highest risk youth:
  - i. Deficient in basic literacy skills
  - ii. School dropout
  - iii. Homeless, runaway, or foster child.
  - iv. Pregnant or a parent
  - v. An offender
  - vi. Youth with a disability
- 5. Complete the Career Readiness Certification by leveraging partnerships with other workforce development programs.**
- 6. Coordinate and collaborate to ensure that youth have access to Youth Program Elements.** Programs should identify which elements their program will focus on and which elements they will rely on referral agencies to provide. Gaston County Workforce Development Program places a strong emphasis on adult mentoring and employment opportunities/work experience as core components of all WIOA youth programs:
  - i. Tutoring, study skills training, instruction, and evidence-based dropout prevention strategies that lead to the completion of a secondary school diploma or recognized equivalent
  - ii. Alternate secondary school services or dropout recovery services, as appropriate
  - iii. Paid and unpaid work experiences which have a component academic and occupational education such as summer employment, year-long employment, pre-apprenticeships, internships, job shadowing and OJT opportunities
  - iv. Occupational skills training



- v. Education offered in conjunction with training for a specific occupation or occupational cluster.
- vi. Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social behaviors, as appropriate.
- vii. Supportive services
- viii. Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months
- ix. Follow-up services for not less than 12 months after the completion of participation, as appropriate
- x. Comprehensive guidance and counseling which may include drug and alcohol abuse counseling and referral, as appropriate.
- xi. Financial Literacy education
- xii. Entrepreneurial skills training
- xiii. Services that provide information about in-demand industry or occupations in the local area
- xiv. Services that help youth prepare for and transition to post-secondary education and training.

**7. Partner with employers within industry** clusters that are conducive to youth employment/entry-level opportunities: building and construction, energy, health and human services, manufacturing, professional and technical services, and retail services. Programs must build relationships with employers from these industry clusters so youth can experience career exploration, workplace learning opportunities, summer employment, and ultimately garner sustainable employment.

**8. Partner with school districts and career and technology centers (In-School Youth only)** by articulating and providing evidence of how school districts and CTCs will be leveraged as an integral resource to ensure youth are graduating high school on time, receiving a wealth of career exploration resources and experiences, and are successfully placed in sustainable employment/post-secondary education.

**9. Develop innovative intake activities and creative recruitment strategies.**

**10. Collaborate with the GCWDB Youth Committee and GCWDB Partners** – The Gaston Workforce Development Program is seeking innovative ideas for connecting WIOA programs and participants to other publicly funded workforce development programs. The Gaston Workforce Development Program is currently partnering with local organizations to create community-based workforce strategies. Successful contractors will be expected to engage in this process and support the programs and policies that result.

**11. Utilize the resources available through NCWorks Career Centers (America’s Job Centers)** – Programs should leverage the resources available through NCWorks Career Centers, which can be used to assist job seekers in finding job openings, preparing resumes and cover letters, job training opportunities and gaining computer training skills.

**F. Performance and Case Management Tracking** NCWorks™ is the system that will be used for client tracking. All successful contractors will be required to use NCWorks™ to record and track all client activities and program services. Reports generated from NCWorks™ will be utilized to determine program performance by the service provider, Gaston County Workforce Development Programs, NC Department of Commerce/Division of Workforce Solutions, and NC Department of Labor. Therefore, knowledge of the system, accuracy, and timely entry of information is critical. System training will be facilitated by Gaston County Workforce Development Program staff but it is the contractor’s responsibility to ensure on-going staff expertise and cooperation. Below are the most recent Negotiated Performance Measures for Gaston County WIOA programs. For PY 22 and PY 23, contractors will be held to the Negotiated Performance Measures.

(State ) Negotiated Performance Rate Table – Gaston County WDB PY2022-2023

	Title I – Programs					
	Adult		Dislocated Worker		Youth	
	PY 2022	PY 2023	PY 2022	PY 2023	PY 2022	PY 2023
Employment (Second Quarter after Exit)	78.0%	78.5%	75.0%	76.0%	70.7%	71.7%
Employment (Fourth Quarter after Exit)	79.0%	80.0%	72.4%	73.4%	64.0%	65.0%
Median Earnings (Second Quarter after Exit)	\$6,900	\$7,052	\$7,300	\$7,300	\$3,600	\$3,700
Credential Attainment Rate	68.0%	69.0%	75.0%	75.5%	45.0%	46.0%
Measurable Skill Gains	69.0%	70.0%	59.0%	60.0%	50.0%	50.0%
	Title III - Program					
	Wagner-Peyser					
	PY 2022	PY 2023				
Employment (Second Quarter after Exit)	66.0%	67.0%				
Employment (Fourth Quarter after Exit)	67.1%	68.1%				
Median Earnings (Second Quarter after Exit)	\$5,500	\$5,500				

In addition, contractors will be asked to provide additional documentation or information not accessible through NCWorks™ to evaluate performance outcomes, as well as program strengths and weaknesses. Each contractor needs to display how they will track and manage outcomes.

### Section III: Solicitation Process and Terms

#### A. RFP Inquiries, Questions, Answers, and Deadline for Questions

**All questions and answers sent via email will be distributed to all bidders as an addendum.**

- a. Initial communication, between the Gaston County Workforce Development Program and potential contractors who have intention to bid, will take place when the *Potential Proposers* contact Gaston Co WDB Staff to request the virtual meeting link and password for the Proposer's Conference. After the Proposer's Conference, questions will be submitted in writing via email. The associated answers will be posted to the Gaston Co WDB website at <https://gastongovworks.com>. Questions and answers will continue to be updated *at least* through Wednesday, March 29<sup>th</sup>, 2023. All questions must be submitted in writing via email to Merissa Mitchell at Merissa.Mitchell@gastongov.com. It is the proposer's responsibility to check the <https://gastongovworks.com> website for questions and answer updates related to this Request For Proposals prior to submitting their final proposal. Additionally, it is the proposer's responsibility to check their email frequently to stay connected and apprised throughout the process. Questions will not be answered over the phone or in person. Only questions submitted via email by 5pm on Wednesday, March 29<sup>th</sup>, 2023 are *guaranteed* a response
- b. Gaston County DSS may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum.
- c. Any addendum to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addenda.

#### B. Proposer Conference

The Gaston County Workforce Development Proposer Conference will be held on Monday, March 20, 2023 at 1:30PM. The conference will be held virtually via web-based meeting link. This is the forum Gaston County Government has selected to present its detailed information on the RFP and allow for potential questions. Those interested in attending should contact Merissa Mitchell at [merissa.mitchell@gastongov.com](mailto:merissa.mitchell@gastongov.com) or Kaleigh Crawford at [kaleigh.crawford@gastongov.com](mailto:kaleigh.crawford@gastongov.com) with: *your contact name, associated company or agency's name (if applicable), email address, mailing address, and phone number- along with your request for the virtual meeting link & password* **prior to NOON on Monday, March 13, 2023** to receive this information and be added to the *potential proposers' "Intention to Bid" list*.

Interested parties are encouraged to attend to receive RFP instructions, ask questions and gain information on how to complete and submit the application, should they choose to submit a proposal. A brief amount of time will also be set aside during the conference for questions to be submitted. Every effort will be made at the Pre-Proposal Conference to answer questions submitted that day; however, all questions will be answered and posted to the website <https://gastongovworks.com>.

## C. PROPOSAL EVALUATION PROCESS

### Phase I:

Gaston County Workforce Development Proposal Review Team will initially evaluate each proposal for acceptability, with emphasis placed on completeness and responsiveness to requisite program criteria. The following minimum criteria will be used to determine which proposals will continue on to Phase II:

- All required services for the program for which they are proposing are addressed;
- All requested information and documentation is included in the application package; and
- The proposal is submitted in accordance with the RFP.

### Phase II:

Proposals that have met the minimum criteria, as stated above, will then be reviewed and ranked by Gaston County Workforce Development Board – Proposal Review Team. Proposals will be ranked based on evaluation criteria outlined in the next section. Gaston County Workforce Development Board reserves the right to independently rate each proposal on evaluation criteria outlined in the next section by those involved in the evaluation process. These rankings will be used as a guide for discussion and determination of recommendations. **Note: The Gaston County Workforce Development staff retains the right to request additional information from any applicant, request oral presentations from applicants, or conduct site visits from any applicant before a contract is awarded. If no response adequately addresses the services and outcomes requested, the committee may recommend that no award be made.**

### Phase III:

The recommendations of the Gaston County Workforce Development staff, if any, will be presented to the Gaston County Workforce Development Board for approval by vote and to the Gaston County Board of Commissioners. All contract awards will be considered provisional pending receipt of any additional documentation regarding administrative qualifications and any other areas of concern, the successful completion of contract negotiations, and the availability of funds.

## D. Proposal Evaluation Criteria

The Gaston County Workforce Development Program staff will evaluate each submitted proposal based on the following:

1. Cover Page	Pass/Fail
2. Proposal Checklist	Pass/Fail
3. Proposal Summary	Pass/Fail
4. Baseline Requirements	Pass/Fail
5. Organizational Experience and Past Performance	25 Points
6. Relationships and Collaboration	30 Points
7. Program Design and Staffing	35 Points

- |  |           |
|--|-----------|
| 8. Program Cost and Planned Performance  | 50 Points |
| 9. Transition Plan   | 10 Points |
| 10. Statement of Compliance Form   | Pass/Fail |
| 11. One copy of each of the last two years' audited<br>Financial statements  | Pass/Fail |
| 12. One copy of your business license (if applicable) or<br>a letter evidencing incorporation per Section I., C.<br>and verification of your 501 C-3 status. | Pass/Fail |

The maximum number of points available is 150 points. Sections 1-4 and 10-12 will be evaluated on a pass/fail basis. Points will be awarded for responses to Sections 5-9. These sections ask the proposer what they will do, how they will do it, how much it will cost, and how qualified they are to successfully conduct their proposal.

All sections are required to be completed. Refusal to complete all the sections successfully will eliminate the proposer from consideration.

### **Scored Sections**

#### ***Organizational Experience and Past Performance*** **25 points**

This category will evaluate past experience in providing services similar to those being proposed, including the ability to deliver as proposed, attain, track, and report performance. Evaluation of the performance and management capability of the proposing agency(s) will include:

- a. Compatibility between proposing agency's mission and Gaston County Workforce Development Program's work
- b. Administrative experience and capacity
- c. Experience with WIOA services, federal regulations, and performance measures
- d. Success in meeting and exceeding performance measures
- e. Experience in implementing innovative systems.
- f. Experience in providing employer services.

#### ***Relationship and Collaboration*** **30 points**

This category will evaluate how well the contractor has planned to work together with the mandated NCWorks Career Center partners, community colleges, training providers, community organizations and other service providers to leverage funds and integrate services and staff functions. Evaluation of this section will include:

- a. Evidence of credible and realistic partnerships
- b. Relationships with community organizations that serve target populations.
- c. Collaboration with WIOA Adult service providers to triage and seamlessly serve 18-24-year olds.

- d. Ability to apply for and receive other funds.

***Program Design***

***35 points***

This category will evaluate the adequacy, creativity, and plausibility of program design, services, and processes, including evaluation of:

- a. Program goals and relationship to Gaston County Workforce Development Program's work
- b. Efforts at reaching and serving targeted populations.
- c. Demonstrated understanding of employer needs
- d. Experience in fundraising and strategic management of resources
- e. Experience in managing change/transition/innovation.
- f. How the contractor will assist and support participants in moving towards self-sufficiency
- g. How the contractor will ensure job placement, retention, and self-sufficient wages for jobseekers
- h. How the contractor will develop and implement a personalized and customized service approach for employers
- i. A concrete and detailed plan to recruit participants for training in high demand occupations
- j. System integration efforts
- k. Leadership, creativity, flexibility, and innovation

***Program Cost and Planned Performance***

***50 points***

This category will evaluate the cost and performance numbers of the proposed program and the degree to which expenditure of funds relates to performance outcomes. Budgets and performance numbers will be reviewed for accuracy and completeness. Additionally, all proposals will be reviewed for costs and performance numbers that are reasonable, plausible, fully justified, and competitive as measured by the review of line item budget, the program design, cost per participant, and comparison to all other proposals. Note: The budget that is proposed will not necessarily be the amount funded.

***Transition Plan***

***10 points***

This category will assess the ability to make a timely and smooth transition that will minimize any disruption in services to jobseekers and employers. The plan should also include timeliness and cost-efficient transition activities.

**Section IV: Provisions, Disclaimers and County's Rights**

1. All solicitations are contingent upon availability of funds.
2. Proposals cannot be considered from vendors on the state or federal debarred lists.

3. Be aware that Gaston County pays after delivery of goods/services, and on a Net 30 basis from receipt of invoice.
4. This contract, if awarded, will include 100% federal funds and will reference a not-to-exceed amount for the fiscal year. The provisions required under 2 C.F.R. 2 C.F.R § 200.326 and as provided for under 2 C.F.R. Part 200, Appendix II apply by reference herein.
5. Prospective contractors must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of the funding award.
6. This RFP is for a one-year contract and is renewable at the discretion of the board.
7. The Gaston County Workforce Development Program reserves the right to accept or reject any or all proposals received.
8. The Gaston County Workforce Development Program reserves the right to waive informalities and minor irregularities in the proposals received.
9. This RFP does not commit the Gaston County Workforce Development Program to award a contract.
10. This RFP is for WIOA services and other related programs and funding streams which may become available to the Gaston County Workforce Development Program during this funding period.
11. The Gaston County Workforce Development Program may accept any item or group of items of any proposal, unless the proposal qualified its offer by specific limitations, may select multiple contractors to provide services under the same funding stream or select a single contractor to provide services under multiple funding streams.
12. The Gaston County Workforce Development Program may select a service provider based on its initial proposal received, without discussion of the proposal. Accordingly, each proposal should be submitted on the most favorable terms from a price and technical standpoint that the contractor can submit to the Gaston County Workforce Development Program.
13. Proposals should follow the format set forth in the RFP Response Package section of the RFP and adhere to the minimum requirements specified therein.
14. The Gaston County Workforce Development Program retains the right to request additional information from any proposer, request oral presentations from proposers, or conduct site visits from any proposer, or conduct investigations relative to evaluation criteria before a contract award.
15. No costs will be paid to cover the expense of preparing a proposal or procuring a contract for services or supplies under WIOA.
16. All data, material, and documentation originated and prepared by the contractor pursuant to the contract shall belong exclusively to the Gaston County Workforce Development Program and be subject to disclosure under the Freedom of Information Act, Right to Know Law, or other applicable legislation.
17. The final award and execution of a contract is subject to receipt of WIOA funds, the Gaston County Workforce Development Program's satisfactory negotiation of the terms of the contract, and the continued availability of funds.
18. Any changes to the WIOA program, performance measures, funding level, or Gaston County Workforce Development Program direction may result in a change in contracting.

In such instances, the Gaston County Workforce Development Program shall not be liable for any damage arising from this Request for Proposals package or subsequent contract.

19. Proposals submitted for funding consideration must be consistent with, and if funded operated according to, the federal WIOA legislation, all applicable federal regulations, State of North Carolina policies, and Gaston County Government policies and procedures.
20. Contractor selected for funding must also ensure compliance with the following, as applicable: US DOL regulations 20 CFR Part 652; 29 CFR Parts 96, 93, 37, 2, and 98; and 48CFR Part 31; Office of Management and Budget (OMB) Circulars A-21, A-87, A-110, A-122, and A-133 OR 46 CFR part 31, whichever is applicable.
21. Contractors will be expected to adhere to Gaston County Workforce Development Program procedures to collect, verify, and submit required data and submit monthly invoices to the Gaston County Workforce Development Program. Contractors will also be expected to report to the Gaston County Workforce Development Program regarding progress on benchmarks and expected outcomes; budgeted expenditures; client services rendered and client's transition into sustainable self-sufficiency employment.
22. Additional funds received by the Gaston County Workforce Development Program may be contracted by expanding existing programs or by consideration of proposals not initially funded under this RFP. These decisions shall be made at the sole discretion of the Gaston County Workforce Development Program.
23. The Gaston County Workforce Development Program may decide not to fund part or all of a proposal even though it is found to be in the competitive range if, in the opinion of the Gaston County Workforce Development Program, the services proposed are not needed, or the costs are higher than the Gaston County Workforce Development Program finds reasonable in relation to the overall funds available, or if past management concerns lead the Gaston County Workforce Development Program to believe that the contractor has undertaken more services than it can reasonably provide.
24. The Gaston County Workforce Development Program has a right to fund a lower ranked proposal over a higher ranked proposal because of valid policy considerations, including but not limited to, organizational experience, geographical considerations, leveraging of outside resources, and target populations.
25. Any proposal approved for funding is contingent on the results of a pre-award site visit that may be conducted by Gaston County Workforce Development Program staff. This site visit will establish, to Gaston County Workforce Development Program's satisfaction, whether the contractor is capable of conducting and carrying out the provisions of the proposed contract. If the results of the site visit indicate, in the opinion of Gaston County Workforce Development Program staff, that the contractor may not be able to fulfill contract expectations, Gaston County reserves the right not to enter into contract with the organization, regardless of Gaston County Workforce Development Program staff's approval of the contractor's proposal.
26. The Gaston County Workforce Development Program is required to abide by all WIOA legislation and regulations. Therefore, Gaston County reserves the right to modify or alter the requirements and standards set forth in this RFP based on program requirements mandated by state or federal agencies.
27. All contractors must ensure equal opportunity for all individuals. No individual shall be excluded from participation in, denied the benefits of, or subjected to discrimination



under any WIOA-funded program or activity because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief. Contractors are prohibited from discriminating against applicants or employees because they inquire about, discuss, or disclose their compensation or that of others, subject to certain limitations.

28. All contractors must ensure access to individuals with disabilities pursuant to the Americans with Disabilities Act.
29. Contractors must accept liability for all aspects of any WIOA program conducted under contract with the Gaston County Workforce Development Program. Contractors will be liable for any disallowed costs or illegal expenditures of funds or program operations conducted.
30. Reductions in the funding level of any contract resulting from this solicitation process may be considered during the contract period when a contractor fails to meet expenditure, participant, and/or outcome goals specified in the contract or when anticipated funding is not forthcoming from the federal or state governments.
31. Contractors will allow local, state, and federal representatives access to all WIOA records, program materials, staff and participants. In addition, contractors are required to maintain all WIOA records, for at least three years. The three year period runs from the last day of the program year. (29 CFR Part 95).
32. The contract award will not be final until Gaston County and the successful contractor have executed a mutually satisfactory contractual agreement. The Gaston County Workforce Development Program reserves the right to make an award without further discussion of the proposal submitted. No program activity may begin prior to execution of a contractual agreement between the successful contractor and Gaston County.
33. The Gaston County Workforce Development Program reserves the right to cancel an award immediately if new state or federal regulations or policy makes it necessary to change the program purpose or content substantially, or to prohibit such a program.
34. The Gaston County Workforce Development Program reserves the right to determine both the number and the funding levels of the contract finally awarded. Such a determination will depend upon overall fund availability and other factors arising during the proposal review process. Proposals submitted which are over the maximum amount of WIOA funds appropriated to Gaston County by the NC Department of Commerce for Program Year 2023-2024 may be rejected.
35. The Gaston County Workforce Development Program reserves the right to discuss or meet with one or more potential contractors to facilitate arriving at a contract that will be satisfactory to the County, including but not limited to financial terms.
36. The Gaston County Workforce Development Program reserves the right to supplement, amend, substitute or otherwise modify this RFP, or cancel this RFP at any time.
37. The Gaston County Workforce Development Program reserves the right to award all, none, or any part of the RFP Services that is determined by the County to be in the best interest of the County, to one or more of the potential contractors responding.
38. Confidential information will be as defined in G.S. 132 1.2. Information which does not meet this definition MUST NOT be marked as such. To the extent permitted by applicable statutes and rules, Gaston County DSS will maintain confidential trade secrets that the Proposer does not wish disclosed. As a condition to confidential

treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as “CONFIDENTIAL” by the Proposer, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Proposer may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any pages marked as confidential must be submitted with one (1) additional redacted copy of that page. To avoid errors, Gaston County DSS will not be responsible for redacting confidential information for public record request.

39. M/WBE vendors are encouraged to participate.

40. If awarded, the following will be required:

- a. Vendor will be responsible for providing itemized invoices.
- b. Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor’s authorized representative.

41. All offerors must be registered with the NC Secretary of State. Information on registering can be found at: [https://www.sosnc.gov/divisions/business\\_registration](https://www.sosnc.gov/divisions/business_registration)

## **SECTION V: RFP RESPONSE INSTRUCTIONS**

### **A. Submission Requirements**

All proposals must be received via email or dropped off in-person by **Tuesday, April 11<sup>th</sup>, 2023 at 11 am EST. *Proposals not received by this specified time will be automatically disqualified from competition—no exceptions.*** Gaston County is not responsible for lost or misdirected proposals. Note-Proposer is responsible for his/her method of delivery and to ensure the proposal is received by the specified recipient by the specified date/time.

**\*\*See next page for additional instructions\*\***

Please email proposals (*faxed proposals will not be accepted*) to:  
[merissa.mitchell@gastongov.com](mailto:merissa.mitchell@gastongov.com) or [kaleigh.crawford@gastongov.com](mailto:kaleigh.crawford@gastongov.com)

*OR*

*If an in-person drop-off is necessary, please contact **Merissa Mitchell** at: [merissa.mitchell@gastongov.com](mailto:merissa.mitchell@gastongov.com) or call 704-862-7935 (8am-4pm) to make prior arrangements to do so.*

Physical Address:  
330 Dr Martin Luther King Jr Way  
Gastonia, NC 28052

If proposal is dropped off in-person:

The submitted proposal package must include one original copy of the proposal in a sealed envelope marked "WIOA YOUTH Request for Proposals." Include all the required forms, narrative answers and attachments that pertain to your proposal and (5) hard copies of the complete proposal with all attachments.

**If hand-delivering proposal package, please physically hand to kiosk worker in the glass enclosure, located in the agency lobby. Do not leave in the drop box as it is only checked every thirty (30) minutes.**

If proposal is submitted via email:

The submitted proposal package must still include one original copy of the proposal with (authenticated) digital signature(s) along with all required forms, narrative answers and attachments that pertain to your proposal.

- Failure to do as instructed will disqualify your proposal from competition.
- Proposals are limited to a total of 44 narrative pages.
- Responses must follow the outline and use the forms provided in the Proposal Response Package
- (Section VI) Additional forms are discouraged.
- Please use 12-point "Times New Roman" font, 1-inch margins, and double spacing.
- Staple your proposal but do not bind it in any other way (if dropping off in-person)
- Letters of recommendation will not be accepted.
- All proposals are to be submitted in accordance with the terms, conditions and procedures stated in the RFP.
- The time of receipt shall be determined by time clock in DSS Mail Room. The County will not be held responsible for the failure of any mail or delivery service to deliver a proposal response prior to the stated proposal due date and time. It is solely the Proposer's responsibility to: (1) Ascertain that they have all required the necessary information, documents and addenda, prior to submitting a response; (2) Ensure that the response is received at the correct location and time. Late responses, regardless of delivery means, will not be accepted.
- It is the full responsibility of the vendor to select the delivery method and to ensure the proposal is received by the designated County personnel prior to the specified time. Proposals received after this time will not be accepted.

## Withdrawals

A submitted proposal may be withdrawn prior to the proposal due date. A written request to withdraw the application must be submitted to the Gaston Workforce Development Program. If a contractor does not withdraw a proposal by the due date, the proposal becomes the property of the Gaston Workforce Development Program and may be subject to public disclosure.

## B. General Preparation Instructions

The RFP response is divided into components as indicated below. Potential contractors may duplicate the forms as presented within this RFP packet or include the items on their own forms. As noted previously, all sections are required to be completed. Refusal or failure to complete all of the sections successfully will eliminate the proposer from consideration.

<b>SECTION</b>	<b>FORMAT</b>
<b>COVER PAGE</b>	<b>FORM</b>
<b>PROPOSAL CHECKLIST</b>	<b>FORM</b>
<b>PROPOSAL SUMMARY</b>	<b>NARRATIVE</b>
<b>BASELINE REQUIREMENTS</b>	<b>FORM</b>
<b>ORGANIZATIONAL EXPERIENCE AND PAST PERFORMANCE</b>	<b>NARRATIVE</b>
<b>RELATIONSHIP AND COLLABORATION</b>	<b>NARRATIVE</b>
<b>PROGRAM DESIGN AND STAFFING</b>	<b>NARRATIVE</b>
<b>PROGRAM COST AND PERFORMANCE</b>	<b>FORM AND NARRATIVE</b>
<b>PLANNED PERFORMANCE NUMBERS</b>	<b>FORM AND NARRATIVE</b>
<b>TRANSITION PLAN</b>	<b>NARRATIVE</b>
<b>STATEMENT OF COMPLIANCE FORM</b>	<b>FORM</b>
<b>GENERAL TERMS &amp; CONDITIONS</b>	<b>FORM</b>
<b>FEDERAL CERTIFICATIONS (NONDISCRIMINATION, DRUG-FREE WORKPLACE REQUIREMENTS, ENVIRONMENTAL TOBACCO SMOKE, DEBARMENT, SUSPENSION, INELIGIBILITY, AND</b>	<b>FORM</b>

<b>VOLUNTARY EXCLUSION LOWER TIER COVER TRANSACTIONS, AND LOBBYING)</b>	
<b>NOTARIZED CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY</b>	<b>FORM</b>
<b>NOTARIZED STATE GRANT CERTIFICATION – NO OVERDUE TAX DEBTS</b>	<b>FORM</b>
<b>BUSINESS ASSOCIATE ADDENDUM</b>	<b>FORM</b>
<b>STATE CERTIFICATIONS</b>	<b>FORM</b>
<b>CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT</b>	<b>FORM</b>
<b>BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION</b>	<b>FORM</b>
<b>ADDITIONAL CONTRACT TERMS/CONDITIONS AND SIGNATURE PAGE</b>	<b>FORM</b>

**The narrative section instructions for each section are provided below.**

**1. Cover Page**

The cover page is to be completed by the proposing organization or lead applicant if the proposal is from more than one organization. The proposal cover page must be completed, in full, and signed by an agency officer authorized to bind the agency to all commitments made in the proposal. Only one cover page is needed per proposal.

**2. Proposal Checklist**

Please complete this form by placing a check for each item included in your proposal. It is the contractor’s responsibility to make sure that all the required elements and forms are included in the proposal.

**3. Proposal Summary**

Please provide an executive summary of your proposal.

**4. Baseline Requirements**

Please complete this form to confirm your commitment to the stated program items.

**5. Organizational Experience and Past Performance**

Please answer the questions on the form and in the order listed.

**6. Relationships and Collaboration**

Please answer the questions on the form and in the order listed.

**7. Program Design and Staffing**

Please answer the questions on the form and in the order listed.

## **8. Program Cost and Performance**

Please answer the questions on the form and in the order listed. If you are a for-profit agency please include profit amounts in a separate line item.

## **9. Planned Performance Numbers**

When projecting numbers for July 1, 2014 and beyond, use best guess projections and assume full program funding.

## **10. Transition Plan**

Please answer the questions on the form and in the order listed.

## **11. Statement of Compliance Form**

Please certify the statement of compliance through a signature by an agency officer authorized to bind the agency to all commitments made in the proposal.

## **12. General Terms and Conditions (3 pages)**

Please review and include with proposal. This is a required form that will be included with contract, if awarded

## **13. Federal Certifications (6 pages)**

Please refer to form for instructions on completing. Must be fully completed and included with proposal packet. This is a required form that will be included with contract, if awarded

## **14. Conflict of Interest Acknowledgement and Policy (3 pages)**

This form must be notarized and included with proposal packet. If your governing board has their own conflict of interest policy, you may include. This is a required form that will be included with contract, if awarded

## **15. State Grant Certification – No Overdue Tax Debt (1 page)**

The attached form in the proposal is a sample. Proposer may use sample form; however, form must be notarized and included with proposal packet. This is a required form that will be included with contract, if awarded

## **16. Business Associate Addendum (4 pages)**

Please review, sign, and include with proposal. This is a required form that will be included with contract, if awarded

## **17. State Certifications (1 page)**

Please review, sign, and include with proposal. Must include a witness signature. This is a required form that will be included with contract, if awarded

## **18. Certification Regarding Nondiscrimination, Clean Air Act, Clean Water Act (3 pages)**

Please review, sign, and include with proposal. This is a required form that will be included with contract, if awarded

**19. Byrd Anti-Lobbying Amendment Compliance and Certification (1 page)**

Please review, sign, and include with proposal. This is a required form that will be included with contract, if awarded

**20. Additional Contract Terms/Conditions and Signature Page (5 pages)**

Please review, sign, and include with proposal. This is a required form that will be included with contract, if awarded

**Section VI: Response Package  
(Continued on next page...)**

**Proposal Cover Page**

Lead Agency Name: \_\_\_\_\_

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

Physical Address:  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Applying As:  Single Agency/Organization     Consortium of (#) \_\_\_\_\_ Partners

Partner Agency Name(s): \_\_\_\_\_

Population to be served:     Out of School Youth                       In-School Youth

Indicate the appropriate services(s) proposed in this RFP and budget summary:

BUDGET SUMMARY:

\$ \_\_\_\_\_ % of total

Number of participants to be served:

\_\_\_\_\_

Cost per participant served:

\_\_\_\_\_



**Key Partners**

Please provide names of the partner organizations with which you will have contractual relationship for the provision of services.

**Community References**

Provide contact information on community references that can talk about your workforce development experience. If your organization or partners in your proposal have not provided WIOA Youth services in the Gaston County Workforce Development local area previously, please include a list of names and community references that can talk about your experience working with WIOA eligible clients.

Name: \_\_\_\_\_

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

Agency: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

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

Agency: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

To the best of my knowledge and belief, all information in this application is true and correct, the document has been duly authorized by the governing body of the applicant, and the applicant will comply with the attached assurances if the contract is awarded.

\_\_\_\_\_  
Typed Name of Authorized Representative  
Representative

\_\_\_\_\_  
Title of Authorized

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

## **Proposal Checklist**

It is the contractor's responsibility to make sure that all required elements and forms are included in the proposal. Proposals that do not include the required elements and forms will be automatically disqualified. No exceptions will be granted. If you have questions about the requirements or feel that special circumstances apply to your proposal, please submit a question in writing to the Gaston Workforce Development Program to be answered by email.

Before submitting your proposal, check the following:

- A. One original Proposal Response Package and required documents received via email  
OR  
One original Proposal Response Package and required documents plus 5 hard copies

### **Proposal Response Package Requirements**

1. Proposal Cover Page
2. Proposal Checklist
3. Proposal Summary
4. Baseline Requirements
5. Organizational Experience and Past Performance
6. Relationships and Collaboration
7. Program Design and Staffing
8. Program Cost and Performance
  - a) Budget Summary and Detail Form and Narrative
  - b) Outcome measurements for success and improvement
  - c) Planned Performance Forms and Narrative
9. Transition Plan
10. Statement of Compliance Form  
General Terms and Conditions
11. Federal Certifications
12. Conflict of Interest Acknowledgement & Policy (must be notarized)
13. State Grant Certification – No Overdue Tax Debt (must be notarized)
14. Business Associate Addendum
15. State Certifications
16. Certification Regarding Nondiscrimination, Clean Air Act, Clean Water Act
17. Byrd Anti-Lobbying Amendment Compliance and Certification
18. Additional Terms/Conditions and Signature Page

- B. One copy of each of the last two years audited financial statements.
- C. One copy of your business license (if applicable)
- D. If a not-for-profit, letter evidencing incorporation per Section I., C. and verification of your 501 C-3 status.

## Proposal Summary

Please provide an executive summary of your proposal.

## Baseline Requirements

Successful contractors to this RFP must demonstrate a commitment to several program elements deemed by the Gaston County Workforce Development Program to be required components of all WIOA youth services.

Please indicate your commitment below to implementing these elements into your program design:

YES <input type="checkbox"/>	NO <input type="checkbox"/>	<b>WITH DECREASED FUNDING AND INCREASED NEED, AGREE THAT THE MOST MONEY POSSIBLE WILL BE SPENT DIRECTLY ON PARTICIPANTS WITHOUT COMPROMISING THE SUCCESS AND REALISTIC COSTS OF THE PROGRAM.</b>
YES <input type="checkbox"/>	NO <input type="checkbox"/>	<b>UTILIZE ASSESSMENT TOOLS AS THE MEASURE OF LITERACY AND NUMERACY SKILL GAINS.</b>
YES <input type="checkbox"/>	NO <input type="checkbox"/>	<b>MEET AND EXCEED THE NEGOTIATED MEASURES AS DETERMINED BY THE STATE OF NORTH CAROLINA FOR THE GASTON COUNTY WORKFORCE DEVELOPMENT PROGRAM</b>
YES <input type="checkbox"/>	NO <input type="checkbox"/>	<b>COMMIT TO COLLABORATING WITH FELLOW WIOA YOUTH SERVICE PROVIDERS BY SHARING INTERNAL RESOURCES TO STRENGTHEN THE QUALITY OF PROGRAMS SYSTEM-WIDE.</b>
YES <input type="checkbox"/>	NO <input type="checkbox"/>	<b>COMMIT TO WORKING WITH GASTON COUNTY WORKFORCE DEVELOPMENT PROGRAM YOUTH COUNCIL TO BUILD A YOUTH WORKFORCE DEVELOPMENT SYSTEM THAT TRACKS AN INDIVIDUAL YOUTH THROUGH THE LIFETIME OF THEIR PARTICIPATION IN THE PROGRAM(S) UNTIL EMPLOYMENT OR POSTSECONDARY EDUCATION IS ACHIEVED.</b>
YES <input type="checkbox"/>	NO <input type="checkbox"/>	<b>COMMIT TO COLLABORATING WITH OTHER GASTON COUNTY WORKFORCE DEVELOPMENT PROGRAM INITIATIVES BY PARTICIPATING IN AND PROVIDING REFERRALS FOR, INCLUDING BUT NOT LIMITED TO: INDUSTRY PARTNERSHIPS, WORK EXPERIENCE INITIATIVES, ON-THE-JOB TRAINING OPPORTUNITIES AND OTHER PROGRAMS.</b>
YES <input type="checkbox"/>	NO <input type="checkbox"/>	<b>COMMIT TO COLLABORATING WITH NC DEPARTMENT OF LABOR AND INDUSTRY.</b>

## **Organizational Experience and Past Performance – 25 Points**

Describe your agency's vision, mission, staffing and service expertise, services provided current customer base, funding sources, and funding stability. Describe how this proposal relates to your organization's goals and to the purpose of WIOA funded programs.

Describe your organization's experience and outcomes from serving youth through workforce development program who are economically disadvantaged and have little or no work experience. If you do not have experience serving these types of youth, describe your proposed service delivery plan and outcomes.

Describe your organizations and staff's experience related to workforce development program design, delivery, program management, financial management (including use of acceptable accounting practices and controls), performance management and capacity to carry out your proposed program design. Include the number of people that would work on your proposed program and the skill sets of each (counselor, case manager, career interest coach, etc.)

Describe your organization's success in meeting and exceeding workforce performance measures. What were the measures? How many youths were served? How many were placed in employment? How many were placed in postsecondary education? What were your greatest challenges in achieving your outcomes and how did you overcome them?

Describe your organization's experience in managing WIOA-funded/government programs, including knowledge and experience with federal funding sources, and local performance measures. If you have no experience with WIOA funding, describe your experience managing youth workforce development programs. Demonstrate how you partnered with other organizations to achieve your necessary outcomes.

If you have received WIOA funding in the past, please provide a list of your common measure achievements for each year you received funding, (please provide both In-School and Out-of-School if both populations were served).

## **Relationships and Collaboration – 30 Points**

Demonstrate how your organization will collaborate and provide students with the placement opportunities and training programs available through other publicly funded workforce development programs.

Describe specifically how your program will collaborate with the WIOA Youth program to seamlessly serve 18 – 24 year old youth and how to ascertain if a youth would be best served in the adult system or through the youth system.

Describe how your organization will partner with community-based organizations, service providers, and other resources to ensure that your program does not replicate, but builds on, quality services that are already being provided in the region. Additionally, how will your organization share in-house resources and best-practices models with other WIOA funded youth service providers?

Describe how your program will connect with partner agencies to ensure that youth receive access to all 14 of the elements required under WIOA and describe which of the 14 elements your program plans to focus on.

The Gaston County Workforce Development Program envisions the WIOA providers as being a conduit that connects all human services for WIOA eligible youth. Describe your method for ensuring constant communication with a participant's social worker, probation officer, teacher, IEP team, parents, etc. so that services and needs can be coordinated as a system.

Describe how your program will actively participate in Job Fairs and Provider Fairs as facilitated by WDB Business Services and community partners.

Describe your Summer Work Program for identified ISY and your Year-Round Work Program for OSY. A minimum of 20% of funding is required to be used to provide work-based learning opportunities for OSY.

Identify your key partners and how they were involved in the development of your proposal. List the roles and responsibilities of each partner organization and how they will be a contributing partner in the obtainment of all the WIOA measures for all participants. Provide a detailed strategy for how each identified partner agency will be held accountable to the obtainment of each of the individual WIOA measures (Bonus Points)

## **7. Program Design and Staffing – 35 points**

If you are proposing a joint or collaborative proposal, the roles, and responsibilities of each proposed contractor and how they will structure their relationship(s) must be described throughout this section.

Describe your program's service methodology and program design.

Describe the experience youth will have in your program and proven success with your delivery model. Be specific in describing how many staff people the youth will see, when and how the youth will be referred for other services and the length of the program before the youth attains a job or postsecondary education.

Describe how the program will achieve the integration of the 14 elements and ensure provision of appropriate support services for WIOA youth based on individual need.

How will the development of individual service strategies for every participant be carried out to ensure that all youth receive the services needed? Additionally, how will the program identify the needs of the at-risk populations being served and assist participants in overcoming barriers using an individual service strategy?

Describe how your program will utilize an innovative recruitment method to continually reach youth in need. Provide detail about how the program will integrate an effective process and plan for 12-month follow-up with all youth enrolled in the program, as well as describing your transition plan for youth to move along a service continuum when the program concludes.

Describe how the proposed program provides In-School Youth with ongoing support and encouragement toward the attainment of a degree or certificate or how the proposed program assists Out-of-School Youth through classroom instruction in the obtainment of a degree or certificate?

What is your approach to job placement, and how will dedicated staff and employer contacts be used to identify employment openings that can be filled by WIOA participants?

Describe how a selection of the following industry clusters will be addressed by the program: building and construction, energy, health and human services, manufacturing, professional and technical services, and retail services.

Demonstrate how at least 2 relationships with employers from different industry clusters have been built and how relationships with employers will continue to be fostered. Provide a history of your relationship with these employers by listing outcomes within but not limited to the following categories:

- 1) Internships and/or Apprenticeships
- 2) Job shadows
- 3) Sustainable placement in employment
- 4) Engagement of the employer in advisory groups or other ongoing programming

Describe how you developed/will develop a plan to deliver academic assistance to raise the skill level of youth who are identified as basic skills deficient, (Out-of-school youth programs only)

Describe how the proposed program follows an evidence-based learning model and has a proven record of successful outcomes. (Bonus Points)

Describe how the program is designed to serve at risk populations including: adjudicated youth, youth in foster-care and/or aging out of foster care, and youth with disabilities. Additionally, please outline your projected number of participants for each at-risk population for 2023-2024. (Bonus Points)



**8. Program Cost and Performance – 50 points**

Please summarize your total budget for all areas for which you are proposing in Section 8.a. Please complete a separate budget detail form for each area you are proposing to serve in Section 8.b.

**Section 8.a: Budget Summary**

Summarize total WIOA funds requested from Section 8.a below. Summarize total in-kind or leveraged funds as non-WIOA funds from Section 8.a below. State the sources and specific purpose of the funds in Section 8.a – Budget Narrative.

**Section 8.a - Budget Summary**

<b>GASTON COUNTY</b>	<b>IN-SCHOOL YOUTH</b>	<b>OUT-OF-SCHOOL YOUTH</b>	<b>TOTAL</b>
<b>WIOA</b>			
<b>NON-WIOA (IN-KIND OR OTHER LEVERAGED FUNDS)</b>			
<b>TOTAL</b>			
<b>TOTAL WIOA</b>			
<b>TOTAL NON-WIOA</b>			
<b>GRAND TOTAL</b>			

**Section 8.a. – Budget Detail Form** – Please complete one budget detail form for each population of youth (OSY and/or ISY) you are proposing to serve.

<input type="checkbox"/> OUT OF SCHOOL YOUTH (OSY)	GASTON COUNTY	OTHER FUNDING SOURCES	TOTAL
<input type="checkbox"/> IN-SCHOOL YOUTH (ISY)			
PERSONNEL EXPENSES	\$	\$	\$
OPERATING EXPENSES	\$	\$	\$
TOTAL PERSONNEL AND OPERATING EXPENSES	\$	\$	\$
PARTICIPANT WAGES	\$	\$	\$
FRINGE BENEFITS	\$	\$	\$
TRANSPORTATION	\$	\$	\$
STIPENDS	\$	\$	\$
INCENTIVES	\$	\$	\$
FOLLOW-UP SERVICES	\$	\$	\$
TOTAL PARTICIPANT EXPENSES	\$	\$	\$
PROFIT	\$	\$	\$
OTHER – PLEASE DESCRIBE	\$	\$	\$
TOTAL OTHER	\$	\$	\$
TOTAL	\$	\$	\$

**Section 8.a – Budget Narrative**

Please use this section to describe your budget assumptions, sources of leveraged funds, unique expenditures, or other budget information you would like the evaluation committee to know. Include percentage of profit as calculated in your budget detail form submission. (2 pages maximum)

This section should describe your:

- Other costs listed in the Budget Detail Form
- Justification of the percentage of total funds spent on participant expenses.
- Budget assumptions
- Sources of leveraged funds
- Unique expenditures
- In-kind resources
- Other budget information you would like the Gaston County Workforce Development Program staff to know.

**8.b.-PLANNED PERFORMANCE FORM**

Complete the performance form for each program (ISY/OSY) for which you are submitting a proposal.

**Section 8.b. – Performance Form for Program Year to be served.**

<b>GASTON COUNTY</b>	<b>IN-SCHOOL YOUTH</b>	<b>OUT-OF-SCHOOL YOUTH</b>	<b>TOTAL</b>
<b>PARTICIPANTS SERVED</b>			
<b>NUMBER OF EXITS</b>			
<b>NUMBER OF CARRYOVERS</b>			
<b>NUMBER PLACED IN EMPLOYMENT, POST-SECONDARY, OR MILITARY</b>			
<b>NUMBER THAT ACHIEVED MEASURABLE SKILLS GAINS</b>			
<b>PROGRAM RETENTION RATE</b>			
<b>COST PER PARTICIPANT</b>			

### **Section 8.c. – Performance Narrative**

Please use this space to define the results in your proposed program and any other performance information you would like the review committee to know.

- A. Describe the process for accurate and timely data delivery of customer information to the Gaston Workforce Development Program via the in-house data management system. Who will be charged with this task? What is your on-site and off-site capacity?
- B. An effective management system must have a process that verifies progress in attaining established performance objectives. Describe the system you will use to monitor and verify that performance measures are met.
- C. Describe the following relative to performance measures:
  - Demonstrated commitment to achieve and surpass all mandated performance measures.
  - Identification of additional performance indicators to measure WIOA program impacts and evaluate success.
  - Evaluation methods for tracking and ensuring that all required performance measures are met or exceeded.
  - Internal systems to identify operational problems and take appropriate corrective action to improve performance issues, as necessary. Proposers must include with this proposal a description of their continuous improvement process.
- D. Contractors are responsible for closely and formally monitoring performance. Please describe your internal monitoring plan. Contractors are subject to the Gaston County Workforce Development Program’s formal monitoring.
- E. Describe your plan and commitment that enables Gaston County Workforce Development Program staff to maintain regular, ongoing personal contact and communication with the contractor staff and, as needed, with customers at all locations.

## **9. Transition Plan – 10 points**

Outline your commitment to accomplishing a thorough, smooth, and seamless transition that includes the consideration of existing contractor staff that may be displaced as a result of this RFP.

Describe your plan for working with the Gaston County Workforce Development Program and NCWorks Career Center® to notify customers, providers, and other community organizations about changes. Outline your plan for providing uninterrupted WIOA services and activities to customers.

Demonstrate and describe your past experience with change management on a system level. How will you ensure that you attract the best and brightest employees that can perform cross-functional duties and be supervised and evaluated on performance-based outcomes?

How will you work to continue on with the activities from the PY2022-2023 WIOA program services, to minimize the effect on service delivery to customers?

Describe your transition timeline. The Gaston County Workforce Development Program expects the contractor to begin assisting with transition planning immediately after the award and expects implementation on July 1, 2023.

Describe how you will transition to lead, manage, and integrate with Community and Career Center Partners.

## 10. Statement of Compliance Form

As the authorized signatory official for: \_\_\_\_\_

Submitting Lead Organization

I hereby certify:

That the above-named proposer is legally authorized to submit this application requesting funding under the Workforce Innovation and Opportunity Act.

That the above-named proposer does hereby agree to execute all work related to this application in accordance with the Workforce Innovation and Opportunity Act, U.S. Department of Labor, State of North Carolina Department of Labor and Industry issuances, Gaston County Workforce Development Program policies and guidelines, and other administrative requirements issued by the State of North Carolina. The vendor shall notify the Gaston Workforce Development Program in writing within 30 calendar days after issuance of any amended directives if it cannot so comply with the amendments; and

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

That the contents of the proposal are truthful and accurate and the above named proposer agrees to comply with the policies stated in this proposal and that this proposal represents a firm request subject only to mutually agreeable negotiations; and that the above named proposer is in agreement that the Gaston County reserves the right to accept or reject any proposal and that the above-named proposer has not been debarred or suspended from receiving federal grants, contracts, or assistance; and that the above-named proposer waives any right to claims against the members and staff of the Gaston County Workforce Development Board and staff.

By submitting a proposal, proposer agrees:

- To comply with the President's Executive Order #11375 and Executive Order #11246, which prohibit discrimination in employment regarding race, creed, color, sex, or national origin. Contractors are prohibited from discriminating against applicants or employees because they inquire about, discuss, or disclose their compensation or that of others, subject to certain limitations.
- To comply with Title VI of the Civil Rights Act of 1964, as amended
- To fully comply with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act, the Non-Traditional Employment for Women Act of 1991; Section 504 of the Rehabilitation Act of 1973, as amended; The Age Discrimination Act of 1975, as amended; Title XI of the Education Amendments of 1972, as amended; and with all applicable

requirements imposed by or pursuant to regulations implementing these laws, including but not limited to 29 CFR Part 34. The United States has the right to seek judicial enforcement of this assurance.

- The following items (in addition to other requirements listed in the RFP) will be part of any contract that might result from the RFP document:
  - The contract shall be subject to the laws of North Carolina.
  - Any litigation arising from the contract shall take place in Gaston County, North Carolina for state court issues and in Charlotte, North Carolina for federal court litigation.
  - A non-funding clause must be in any agreement extending into the new fiscal year.
  - Gaston County will not indemnify nor pay for court costs or attorney fees for any reason for the vendor.
  - In the event that the successful contractor is unable to fulfil the agreements and terms of contract, Gaston County may, at its election, terminate the contract. Performance of contract shall be in a manner satisfactory and acceptable to Gaston County, who shall be the sole judge of quality and performance.
  - **E-verify** requirements – the following wording will be included in any contract:

**APPLICABILITY:** This certification is only required for individuals and business associations conducting business in the State of North Carolina and who employ twenty-five (25) or more employees in the state (not counting temporary seasonal workers employed nine months or less within a calendar year), regardless of the location of the vendor’s headquarters. Subcontractors hired by in state or out-of-state individuals or business associations must also meet the aforementioned criteria. For information on E-Verify and methodology of compliance, see [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify); General Statute. 153A-449; Chapter 64, Article 2 of the North Carolina General Statutes. GCWDB policy prohibits subcontracting without WDB approval.

**CERTIFICATION:** By signing and entering a contract with Gaston County, I hereby certify that I comply with E-Verify, the Federal program used to verify the work authorization of newly hired employees working in North Carolina. I certify compliance with the E-Verification program pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes. If applicable, I am also certifying that any subcontractor hired or used by me will comply with E-Verify, as described herein.

---

AUTHORIZED REPRESENTATIVE SIGNATURE

---

PRINTED NAME AND TITLE

---

DATE

## GENERAL TERMS AND CONDITIONS

### Relationships of the Parties

**Independent Contractor:** The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the County.

**Subcontracting:** The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

**Assignment:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

### Indemnity and Insurance

**Indemnification:** The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

### Default and Termination

**Termination Without Cause:** The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

**Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

**Waiver of Default:** Waiver by the County of any default or breach in compliance with the terms of this contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

**Availability of Funds:** The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

**Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations,



guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

### **Intellectual Property Rights**

**Copyrights and Ownership of Deliverables:** All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

### **Compliance with Applicable Laws**

**Compliance with Laws:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

**Equal Employment Opportunity:** The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

**Health Insurance Portability and Accountability Act (HIPAA):** The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

### **Confidentiality**

**Confidentiality:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

**Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

**Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the County's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

**Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

### **Oversight**

**Access to Persons and Records:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

**Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the County. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

## Miscellaneous

**Choice of Law:** The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Amendment:** This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

**Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

**Gender and Number:** Masculine pronouns shall be read to include feminine pronouns and the singular of any word

or phrase shall be read to include the plural and vice versa.

**Time of the Essence:** Time is of the essence in the performance of this contract.

**Key Personnel:** The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

**Care of Property:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

**Travel Expenses:** Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

**Sales/Use Tax Refunds:** If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

**Advertising:** The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

# FEDERAL CERTIFICATIONS

## The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
  - a. The Certification Regarding Nondiscrimination;
  - b. The Certification Regarding Drug-Free Workplace Requirements;
  - c. The Certification Regarding Environmental Tobacco Smoke;
  - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
  - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]  
 He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity 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 a covered Federal action;

**OR**

- He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

---

**Signature**

**Title**

---

**Contractor Name**

**Date**

**[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]**

### **I. Certification Regarding Nondiscrimination**

**The Contractor certifies** that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

## II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing a drug-free awareness program to inform employees about:
    - i. The dangers of drug abuse in the workplace;
    - ii. The Contractor's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
    - i. Abide by the terms of the statement; and
    - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
  - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
    - i. Taking appropriate personnel action against such an employee, up to and including termination; or
    - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

### Address

Street

---

City, State, Zip Code

---

Street

---

City, State, Zip Code

---

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

### **III. Certification Regarding Environmental Tobacco Smoke**

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or 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 either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

**The Contractor certifies** that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

### **IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

#### **Instructions**

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from 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 Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

### **Certification**

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is 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.

### **V. Certification Regarding Lobbying**

**The Contractor 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 any 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, 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 Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

### **VI. Disclosure Of Lobbying Activities**

#### **Instructions**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.
2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503





**CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY**

State of \_\_\_\_\_

County \_\_\_\_\_

I, \_\_\_\_\_, Notary Public for said County and State, certify that  
\_\_\_\_\_ personally appeared before me this day and acknowledged  
that he/she is \_\_\_\_\_ of \_\_\_\_\_  
[name of Organization]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of  
Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held  
on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Official Seal)

Notary Public

My Commission expires \_\_\_\_\_, 20 \_\_\_\_

***Instruction for Organization:***

***Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.***

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Signature of Organization Official

## Conflict of Interest Policy Example

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

**G. Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

##ContractorName##

Name of Organization

---

Signature of Organization Official

---

Date

# State Grant Certification – No Overdue Tax Debts

**Instructions:** Grantee/Contractor should complete this certification for all state funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form should be provided to the state agency funding the grant to be attached to the contract for the grant funds. A copy of this form, along with the completed contract, should be kept by the funding agency and available for review by the Office of State Budget and Management.

*Note: If you have a contract that extends more than one state fiscal year, you will need to obtain an updated certification for each year of the contract.*

## Entity's Letterhead

[Date of Certification (mmddyyyy)]

To: State Agency Head and Chief Fiscal Officer

### Certification:

We certify that the [insert organization's name] does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

### Sworn Statement:

[Name of Board Chair] and [Name of Second Authorizing Official] being duly sworn, say that we are the Board Chair and [Title of the Second Authorizing Official], respectively, of [insert name of organization] of [City] in the State of [Name of State]; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
[Title of Second Authorizing Official]

Sworn to and subscribed before me on the day of the date of said certification.

\_\_\_\_\_  
(Notary Signature and Seal)

My Commission Expires: \_\_\_\_\_

If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management:  
NCGrants@osbm.nc.gov-(919)807-4795

<sup>1</sup> G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.”

Contract #: \_\_\_\_\_  
Contractor: \_\_\_\_\_

Gaston County Department of Social Services/Human Services  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**BUSINESS ASSOCIATE ADDENDUM**

This Agreement is made effective the 1st day of July, 2023, by and between Gaston (County Department of Social Services) (“Covered Entity”) and \_\_\_\_\_ (name of contractor) (“Business Associate”) (collectively the “Parties”).

**1. BACKGROUND**

- a. Covered Entity and Business Associate are parties to a contract entitled (identify contract) Senior Transportation Services (the “Contract”), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of County as the Gaston County Department of Social Services (DSS) as a health care component for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

**2. DEFINITIONS**

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. “HIPAA” means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- b. “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- c. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- d. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- e. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR 164.103.

Contract #: \_\_\_\_\_

Contractor: \_\_\_\_\_

- f. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.
- g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

### **3. OBLIGATIONS OF BUSINESS ASSOCIATE**

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Gaston County Department of Social Services, in a time and manner designated by the Secretary, for purposes of the Gaston County Department of Social Services determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

Contract #: \_\_\_\_\_

Contractor: \_\_\_\_\_

#### 4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
  - 1) would not violate the Privacy Rule if done by Covered Entity; or
  - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:
  - 1) disclosures are Required By Law; or
  - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

#### 5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
  - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

Contract #: \_\_\_\_\_

Contractor: \_\_\_\_\_

- 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
- 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

**c. Effect of Termination.**

- 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

**6. GENERAL TERMS AND CONDITIONS**

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

SIGNATURES: \_\_\_\_\_

Date: \_\_\_\_\_ -



# State Certifications

## Contractor Certifications Required by North Carolina Law

**Instructions:** The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- G.S. 143-48.5: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-48.5.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html)
- G.S. 143-59.1: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- G.S. 143-59.2: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- G.S. 143-133.3: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-133.3.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html)
- G.S. 143B-139.6C: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143B/GS\\_143B-139.6C.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf)

### Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
- (b) [check **one** of the following boxes]
- Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
- The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
- (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
- (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: \_\_\_\_\_

Contractor's Authorized Agent: Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Witness: Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

## ATTACHMENT N

Gaston County Department of Social Services/Human Services

### CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

#### **Certification Regarding Nondiscrimination**

**The Contractor certifies** that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

**The Contractor** must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

**Meaningful Access for LEP Individuals:** **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

**The Contractor** should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

**Ensuring Equal Opportunity Access for Persons with Disabilities:** **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITV) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

#### **IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)**

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

**V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)**

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
  - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
  - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency/Organization

\_\_\_\_\_  
Date

(Certification signature should be same as Contract signature.)

**BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION  
(Grant Funds)**

*(To be submitted with each bid or offer exceeding \$100,000)*

**For all orders above the limit prescribed in 2 C.F.R, Appendix II to Part 200, Contract Provisions for Non-Federal Entity Contracts under Federal Awards (currently \$100,000), the Offeror must complete and sign the following:**

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in OMB Circular A-110 and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

No 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 on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

# **ADDITIONAL CONTRACT TERMS/CONDITIONS AND SIGNATURE PAGE**

**NON-APPROPRIATION:** In the event funds are not appropriated during the term of this Agreement for the subject matter herein described, and there are no other available funds by or with which payment can be made to the Vendor, this agreement is terminated. This Agreement will be deemed terminated on the last day of the fiscal period for which appropriations were received without penalty or expense, except to the portion of payment for which funds have been appropriated and budgeted.

## **IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. Chapter 147, Article 6E**

As of the date listed below, the vendor or bidder listed below is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. the applicable provisions within Chapter 147, Article 6E of the N.C.G.S. The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed below to make the foregoing statement.

NOTE: N.C.G.S. Chapter 147, Article 6E requires this certification for bids or contracts with the various governmental entities of North Carolina, including Counties. The certification is required when a bid is submitted, when a contract is entered into, and when a contract is renewed or assigned. No vendor may utilize any subcontractor found on the State Treasurer's Final Divestment List. The List is updated every 180 days, and can be found at [www.nctreasurer.com/iran](http://www.nctreasurer.com/iran)

## **NORTH CAROLINA E-VERIFY CERTIFICATION**

**APPLICABILITY:** Pursuant to North Carolina Session Law 2015-294, the certification is applicable for all contracts entered into by Gaston County, except contracts solely for the purchase of goods, apparatus, supplies, materials, equipment, or contracts with specific other entities as described in NCGS § 143-133.3, piggy-back contracts, and travel purchases.

**CERTIFICATION:** By signing and entering into this contract with Gaston County, I hereby certify that I comply with E-Verify, the aforementioned Federal program used to verify the work authorization of newly hired employees working in North Carolina. I certify compliance with the E-Verification program pursuant to Article 2 of Chapter 64 of the N.C. General Statutes. If applicable, I am also certifying that any subcontractor hired or used by me will comply with E-Verify, as described herein.

## **ADA AND CIVIL RIGHTS CERTIFICATION OF COMPLIANCE**

I hereby certify that I comply with all applicable federal civil rights laws, including the applicable provisions of the Americans with Disabilities Act.

## **RIGHT FOR COUNTY TO AUDIT**

During the term of this contract and for one (1) year after termination, the County shall have the right to audit, internally or through an independent auditor, all books and records of the vendor as needed to evaluate the vendor's compliance with the terms and conditions of the contract or a party's payment obligations. The County shall pay its own expenses for such audit, but shall not pay any expenses or additional costs of the vendor associated with such audit. However, such expenses shall be paid to the County if the audit reveals non-compliance that would have cost the County excess of \$10,000 but for the audit. The County has the right to seek remittance for overpayment arising from the vendors' non-compliance or irregularities with the performance of the contract. Specific audit provisions established in the contract will supersede this paragraph.

**NOTE ON UNIFORM GUIDANCE ("UG") REQUIRED CONTRACT PROVISIONS** Uniform Guidance ("UG") is a set of uniform standards for contracts involving the award/expenditure of certain federal monies. If the UG requirements are not applicable, the UG provisions do not apply, unless stated so in the contract.

**CONFLICT OF INTEREST** Gaston County's Conflict of Interest Policy relative to contracts and subawards supported by federal financial assistance can be found at this link:

<https://www.gastongov.com/DocumentCenter/View/3821/Conflict-of-Interest-Policy-PDF> . This Policy is applicable to County public officials and employees involved in making or administering contracts or subawards, and the Contractor receiving the contract or the Subrecipient who receives a subaward from Gaston County.

**NOTE: BY SIGNING THE GASTON COUNTY SIGNATURE PAGE, YOU AGREE TO FOLLOW THE ATTACHED TERMS AND CONDITIONS, TO THE EXTENT THAT SUCH PROVISIONS ARE APPLICABLE.**

**VENDOR**

Vendor Name: \_\_\_\_\_

Printed name of signor for Vendor: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

---

**GASTON COUNTY**

By: \_\_\_\_\_

County Manager/Assistant County Manager

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Clerk to the Board/Deputy Clerk to the Board

**APPROVED AS TO FORM:**

\_\_\_\_\_  
County Attorney/Deputy County Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget Act.

\_\_\_\_\_  
Finance Director/Deputy Finance Officer

### Uniform Guidance (“UG”) Required Contract Provisions

APPLICABILITY: UG is a set of uniform standards for award and expenditure of federal financial assistance, and applies to the purchase of apparatus, supplies, equipment, materials, services, construction and repair, and engineering/architectural services. See 2 CFR Part 200. Provided that these standards are applicable to you, by signing this signature page, you are certifying that your organization meets these requirements and that this certification, with the statutory references incorporated into each certification, on its face constitutes the “provision for compliance” for any paragraphs requiring such provision or other similar required statement, terms, or requirements. Gaston County is also required to be bound by such provisions. As the UG requires that any more stringent state law or local ordinance/policy supersedes these certifications, such state or local contractual references supersedes the requirements below, to the extent that the state or local provisions are more stringent than the federal requirements. If the service provided under the contract is not covered by the UG, signing the contract signature page will not bind the parties to these requirements, unless if specified in the contract. See generally [https://www.ecfr.gov/cgi-bin/text-idx?SID=04e61f4e0a8317140a9ec150bb2ac195&mc=true&node=pt2.1.200&rgn=div5#ap2.1.200\\_1521.ii](https://www.ecfr.gov/cgi-bin/text-idx?SID=04e61f4e0a8317140a9ec150bb2ac195&mc=true&node=pt2.1.200&rgn=div5#ap2.1.200_1521.ii)

(A) For contracts in excess of simplified acquisition threshold, currently set at \$250,000, unless otherwise expressly stated to the contrary in the contract, and subject to various applicable CFR and other regulations, such as 2 CFR Part 200, Gaston County will fully seek reimbursement from the contractor for noncompliance with the performance of this contract.

(B) For contracts in excess of \$10,000, unless otherwise expressly stated to the contrary in the contract, and subject to various applicable CFR and other regulations, such as 2 CFR Part 200, Gaston County has the authority to terminate this contract for cause or convenience, upon 30 days’ notice to the contractor. During this period, the contractor has the opportunity to cure defects cited by Gaston County. If Gaston County terminates for convenience, it will pay the contractor on a pro rata basis of the goods or services received.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Ex. Order 11375, “Amending Ex. Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Ex. Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Ex. Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Ex. Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of Recovered Materials (§200.323). A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an



affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (§ 200.216). Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities): (i) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (ii) telecommunications or video surveillance services provided by such entities or using such equipment; or telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232, section 889 for additional information. See also § 200.471.

(L) Domestic Preferences for Procurements (§ 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

## **ADDITIONAL FEMA REQUIREMENTS**

The Uniform Rules (2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II) authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires the provisions herein. By signing the Gaston County Contract Signature Page, the parties to the contract also agree to the following terms and conditions:

1. **Changes**

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. The parties to this Agreement acknowledge that such modifications to the contract (such as changes to the method, price, or schedule of work) may be done, provided it is in writing and conforms with the conditions described herein and in the Contract.

2. **Access to records**

The Vendor/Contractor its successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See generally Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

The Vendor/Contractor agrees to provide Gaston County, any other recipient of the grant monies, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. The provisions herein is not intended to limit access to records under other relevant State and Federal regulations, such as North Carolina Public Records Law.

3. **DHS Seal, Logo, and Flags**

The Vendor/Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See generally DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

4. **Compliance with Federal Law, Regulations, and Executive Orders**

All the parties to this Agreement acknowledge that that FEMA financial assistance will be used to fund the contract, and not for any other purpose. Additionally, the Vendor/Contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

5. **No Obligation by Federal Government**

All the parties to this Agreement acknowledge that The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

6. **Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.