

WORKFORCE INVESTMENT ACT CONTRACT WITH COMMUNITY PARTNERSHIPS INC.

This contract is made, dated and entered into as of the 1st day of January, 2014, between the City of Durham, a municipal corporation (“City”) and Community Partnerships Inc. (“Contractor”), a non-profit corporation organized and existing under the laws of the state of North Carolina.

Sec. 1. Background and Purpose. The purpose of this contract is to provide Framework services to Workforce Investment Act eligible Durham youth. Attachment A describes the services proposed. The City, through the Durham Workforce Development Board, is a recipient of Workforce Investment Act formula funds provided through the North Carolina Department of Commerce Division of Workforce Development (DWD), for formula Workforce Investment Act purposes. Pursuant to said grant, in keeping with its broad objectives, the City desires to engage the Contractor to render certain services in the furtherance of those objectives. The Contractor shall abide by each paragraph of this agreement and its attachments and all procedures, rules and regulations imposed upon the City by DWD, in connection with the City’s receiving the grant referred to above. The specific service to be provided by Contractor is framework services to provide comprehensive guidance and counseling, support services, follow-up services, and leadership services in addition to recruitment, intake, assessment, and funding for occupational skills training to individuals that are enrolled in the Durham YES program administered by the Office of Economic and Workforce Development (OEWD).

Sec. 2. Program Narrative. Contractor shall perform the services and activities outlined in Attachment A. Those services and activities are hereby referred to in this contract as “the program.” The Contractor shall begin performance of those services and activities on or about January 1, 2014. It shall complete those services and activities by June 30, 2014.

Unless the context requires otherwise, if this contract states that a task is to be performed or that a duty is owed, it shall be presumed that the task or duty is the obligation of the Contractor.

Sec. 3. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract and in Attachment B, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 4. Payment under Contract The City shall make payment on a cost reimbursement basis to the Contractor for services and activities described in Attachment A, according to the payment schedule and budget set forth in Attachment B, which is attached hereto and incorporated herein said payment shall not exceed \$175,000.00. Payment shall be made by the City within 30 days of receipt of invoices for services received from the Contractor. The Contractor shall send invoices to the Accounting Department within the Office of Economic and Workforce Development whose name and address shall be provided by the City. The City shall

provide the Contractor with blank reporting forms referred to in this Contract, and/or instructions for creating the reports referred to in this Contract, and Contractor agrees to use those forms and instructions. Notwithstanding anything in the Contract which may be to the contrary, Contractor understands and agrees that any payment made under or in any way relating to this contract by the City is limited to the lesser of (i) funds made available for that purpose by North Carolina Department of Commerce, DWD under the grant referred to above, or (ii) \$175,000.00.

Contractor performance will be reviewed on a monthly basis. Failure to reach the goals and objectives, and failure to carry out the services and activities as set out in Attachment A in a timely manner, will result in delay of payment to the Contractor by the City. In the event that the Contractor fails to fulfill its responsibilities under this Contract as set out in Attachment A, Contractor will be in breach of the Contract.

Sec. 5. Prompt Payment to Subcontractors. (a) Within 7 days of receipt by the Contractor of each payment from the City under this contract, the Contractor shall pay all Subcontractors (which term includes sub-consultants and suppliers) based on work completed or service provided under the subcontract. Should any payment to the Subcontractor be delayed by more than 7 days after receipt of payment by the Contractor from the City under this contract, the Contractor shall pay the Subcontractor interest, beginning on the 8th day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, Subcontractors shall have the right to enforce this subsection (a) directly against the Contractor, but not against the City of Durham.

(b) If the individual assigned to administer this contract for the City (in this section, titled "Prompt Payment to Subcontractors," he or she will be referred to as the "Project Manager") determines that it is appropriate to enforce subsection (a) in this manner, the City may withhold from progress or final payments to the Contractor the sums estimated by the Project Manager to be

(i) the amount of interest due to the Subcontractor under subsection (a), and/or

(ii) the amounts past-due under subsection (a) to the Subcontractor but not exceeding 5% of the payment(s) due from the City to the Contractor. This subsection (b) does not limit any other rights to withhold payments that the City may have. (c) Nothing in this section (titled "Prompt Payment to Subcontractors") shall prevent the Contractor at the time of invoicing, application, and certification to the City from withholding invoicing, application, and certification to the City for payment to the Subcontractor for unsatisfactory job progress; defective goods, services, or construction not remedied; disputed work; third-party claims filed or reasonable evidence that such a claim will be filed; failure of the subcontractor to make timely payments for labor, equipment, and materials; damage to the Contractor or another subcontractor; reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed 10%.

(d) The Project Manager may require, as a prerequisite to making progress or final payments, that the Contractor provide statements from any Subcontractors designated by the Project Manager regarding the status of their accounts with the Contractor. The statements shall be in such format as the Project Manager reasonably requires, including notarization if so specified.

Sec. 6. Insurance. Contractor shall maintain not less than shown in Attachment H

Sec. 7. Attachments. The following attachments are made a part of this contract:

Attachment A	Statement of Work
Attachment B	Program Budget
Attachment C	Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements
Attachment D	Financial Assurances and Certification
Attachment E	Drug-Free Workplace Disclaimer
Attachment F	Certifications Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions
Attachment G	Assurances and Certifications
Attachment H	Insurance requirements for Workforce Investment Act Contractors

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control.

Sec. 8. Termination of Contract

A. **For Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Contract; or if the Contractor shall violate any of the covenants, agreements or stipulations of this Contract; or if the grant under which this agreement is made is terminated, reduced, impounded, suspended or withheld; then the City shall thereupon have the right to terminate or suspend this Contract. Termination or suspension shall be accomplished by the City's giving written notice to the Contractor at least ten (10) days prior to the date that the contract is to be terminated. In the event DWD reduces the amount of its grant or for any other reason funding must decrease during the course of the contract term, the parties hereto must amend this Contract so that it will accommodate and reflect the action taken by DWD and/or other grantors/governing bodies.

B. **For Convenience.** This Contract may be terminated by the City without cause and independently from any action pertaining to the federal grant under which this Contract has been funded, at the convenience and the sole discretion of the City. The City shall provide the Contractor with at least thirty (30) days written notice prior to the effective date of termination under this paragraph. In the event of termination for convenience, the City shall make payment for the service performed and authorized expenditures incurred, if any, prior to the termination date, by the Contractor in accordance with the Contract.

C. **Consequences of Termination.** Notwithstanding termination, whether or not premature, all obligations that are still executory on both sides are discharged but any right based on prior breach or performance survives. Where a provision of this Contract states a specific requirement to be done before or after termination, (e.g., *see* the third paragraph of the Section titled Property Management), such a specific requirement shall

be followed. Without limiting the preceding two sentences, it is agreed that in the event of termination, whether or not premature,

(1) all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Contractor under this Contract shall become the property of the City and shall be delivered to the City within thirty (30) days after the completion of the certified audit of this Contract; and

(2) the following shall survive termination:

(a) all of the Contractor's obligations to report to the City with respect to matters occurring before the termination;

(b) all of the Contractor's obligations to create, maintain, submit, and allow access to records;

(c) applicable provisions of the Section titled "Applicable Federal, State and City Requirements; Conflict of Interest; Political Activity"; and .

Sec. 9. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:

Mr. Michael Honeycutt
Senior Workforce Development Administrator
City of Durham
Office of Economic and Workforce Development
101 City Hall Plaza
Durham, North Carolina 27701
The fax number is (919) 560-4986

To the Contractor:

Elaine Hickey
Director of Finance
Community Partnerships, Inc.
3522 Haworth Dr
Raleigh, NC 27609

(b) Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Sec. 10. Indemnification. (a) To the maximum extent allowed by law, the Contractor

shall defend, indemnify, and save harmless indemnities from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnities with legal counsel reasonably acceptable to City. (b) Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnities" means City and its officers, officials, independent Contractors, agents, and employees, excluding the Contractor (c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. (e) Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnities against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnities.

Sec. 11. Identification of Documents. All reports, and other documents completed as a product of this Contract, other than documents used in the administration of the Contract such as reports to the City, shall have placed thereon by the Contractor the following statement: The preparation of this document was financed in part or in whole through funds from the City of Durham Office of Economic and Workforce Development and U.S Department of Commerce.

Sec. 12. Financial Records. The Contractor shall establish and maintain a financial management system which will account for all funds received under this Contract and expenditures made in furtherance of the Project. Such system shall be created and maintained in accordance with generally accepted accounting principles. This system shall be documented to the satisfaction of the City and shall include:

- a. A general ledger (balance sheet and statement of revenue and expenses) in which a summary of all accounting transactions are recorded. In addition, the Contractor shall maintain a cash receipt and disbursement register in which receipts and disbursements will be documented. Funds disbursed by the Contractor shall be

made by pre-numbered checks, used in numerical sequence and must be supported by appropriate documentation. This documentation includes items such as payroll, time and attendance records, invoices, contracts, records of travel payments, and notations showing the approval of an authorized official of the Contractor.

b. The Contractor shall maintain such records and accounts including property, personnel, and financial records so as to assure a proper accounting for all Project funds. These records shall be retained by the Contractor for a period of three years after the City makes final payments to the Contractor pursuant to this Contract and after all other pending matters are closed. At any time after the Contract termination, however, the Contractor may turn these over to the City for retention after completion and acceptance of required audits.

c. The Contractor shall provide an accounting for all funds paid to it by the City under this Contract. More specifically, Contractor's financial management system shall provide for:

- i. Records which identify adequately the source and application of funds under this Contract. These records shall contain information pertaining to encumbrances and unencumbered balances, assets, liabilities, outlays and income.
- ii. Effective control over and accountability for all funds, property and other assets attributed to the Contract. The Contractor shall adequately safeguard all such assets and shall assure that they are used solely for the performance of the Contract.
- iii. Comparison of actual expenditures with budgeted amounts for those expenditures and comparison of financial information with performance or productivity data, including the production of per participant cost information whenever required by the Office of Economic & Workforce Development (OEWD).
- iv. Procedures for determining the allowability and allocation of costs.

d. The Contractor's financial records shall be audited by a Certified Public Accountant at least annually. The auditor shall be obtained and paid by the Contractor without any City funds. Should there be an exception taken during the audit, the Contractor shall resolve the findings and recommendations within thirty (30) days after completion of the audit.

e. Contractor shall have available for in-house reviews, as needed, sufficient additional documentation to justify costs all that are funded under the contract, including, but not limited to:

1. Time sheets or payroll registers.
2. Documentation related to the fringe benefit percentages for each employee whose salary is charged to the contract.
3. Documentation of supply costs.
4. Documentation of other program costs such as, technology, food and meeting costs, professional services, employee morale, insurance, criminal background checks, maintenance and repair and other costs allowable under the NC Department of Commerce and the policies of the Durham Workforce Development Board.
5. Documentation of client support service costs such as childcare, books, supplies, and other costs allowable under the NC Department of Commerce and the policies of the Durham Workforce Development Board.

Sec. 13. Audits and Inspections. At any time during normal business hours and as often as the City, Durham Workforce Development Board, the State of North Carolina, the U.S. Department of Labor, or the Comptroller General of the United States (said four entities and agencies are referred to hereafter as “said Entities”) may deem necessary, the Contractor shall make available to said Entities or the duly authorized representatives of any of said Entities, all of the Contractor’s books, documents, papers, and records pertaining to this contract.

Programs must be conducted in accordance with auditing standards set forth in the financial and compliance handbook entitled “Standards for Audit of Governmental Organizations, Program Activities and Functions”, issued by the Comptroller General of the United States and circulars A-128 and A-133 issued by the Federal Office of Management and Budget. Contractor shall submit a copy of the Contractor’s annual audit report to the OEWD within sixty days of completion of the audit.

Sec. 14. Property Management. All non-expendable personal property acquired for the Project with funds provided in whole or in part under this Contract shall:

- a. become property of the City at the time of acquisition,
- b. be marked by the Contractor with City property numbers obtained from City, and
- c. be turned in to the City upon termination of the Project or at such time as the City makes a request for such property.

Non-expendable personal property is defined as property which will not be consumed or lose its identity during the contract term, has a value of \$100.00 or more at the time of purchase, and is expected to have a useful life of one year or more. Property records for non-expendable personal property shall be accurately maintained by the Contractor and shall reflect the following:

- a. a description of the property;
- b. acquisition date and costs;
- c. vendor of the property; and
- d. percentage of the cost of the property purchased with funds from this

Contract.

An inventory of non-expendable personal property shall be made by the Contractor for each calendar quarter and upon completion will be transmitted to OEWD. A final inventory is to be submitted by the Contractor to the City upon the termination of this Contract.

Non-expendable personal property shall not be purchased by the Contractor from funds from this Contract unless OEWD has given its approval. The Contractor shall insure that adequate safeguards are provided to prevent loss, damage or theft of the property. In the case of all suspected thefts and if there is any possibility of a criminal cause of the loss or damage, the Contractor shall report the loss, damage, or theft to the Police of the City, unless the possible crime occurred in another jurisdiction, in which case the Contractor shall report it to the law enforcement authorities with jurisdiction and the Contractor shall provide a copy of the investigation report to OEWD.

Real property shall not be purchased by the Contractor with Project funds unless OEWD had first made a specific, written authorization of such purchase. For the purpose of this Contract, real property means land, land improvements and interests in land, structures and appurtenances thereto.

Sec. 15. Proof of Contracting Requirements. The Contractor shall furnish to the City within ten days after a subcontract is entered into a copy of any subcontract if it is funded, in whole or in part, with funds provided from this Contract. Such subcontracts shall require subcontractors to comply with all applicable federal, state, and local laws and regulations. The Contractor shall not assign any rights under this Contractor or subcontract any portion of the work without express written approval by the City Manager of the City. Contractor shall not use this Contract or its anticipated proceeds to borrow money.

Sec. 16. Procurement. Without limiting the section of this contract titled "Compliance with Law," (Subsection 18 (f)) it is agreed that the Contractor shall comply with all applicable bid and procurement laws with respect to all transactions to purchase apparatus, supplies, materials, and equipment which the Contractor may enter as a result of this Contract.

Sec. 17. Maintenance of Effort. The Contractor further represents that it would have not performed the scope of work in the absence of this contract and that the scope of services is in addition to what the Contractor's level of funds and services would have been in the absence of this contract.

Sec. 18. Miscellaneous

(a) Choice of Law and Forum. This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to

subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way stop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to applicable provisions of the following: Contractor shall be in compliance with prohibitions on conflict of interest, political activities, and lobbying provisions in Attachment C, Certification Regarding Lobbying. No compliance review was conducted in accordance with Ordinance to Promote Equal Business Opportunities in City Contracting.

(g) City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows: (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to

employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor shall in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. (3) The Contractor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding. (4) In the event of the Contractor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the Contractor ineligible for further City contracts. (5) Unless exempted by the City Council of the City of Durham, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.

(i) SDBE. The Contractor shall comply with all applicable provisions of Article III of Chapter 18 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that chapter shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that chapter, this contract, and State law. The Participation Plan submitted in accordance with that chapter is binding on the Contractor. Section 18-59(f) of that chapter provides, in part, "If the City Manager ermines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to the Contractor's alleged violations of its obligations under Article III of Chapter 18 and not to the Contractor's alleged violations of other obligations.

(j) No Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(k) Principles of Interpretation and Definitions. In this contract, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) Titles of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this contract. (5) "Duties" includes obligations. (6) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (7) The word "shall" is

mandatory. (8) The word “day” means calendar day.

(l) Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager, deputy or assistant City Manager, or the Director of OEWD (if modifications do not increase the contract amount above \$10,000.00) signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(m) Agency. Nothing in this Contract is intended or shall be interpreted to create a joint venture or partnership between the City and the Contractor or constitute either the agent of the other, or make the City in any way responsible for the losses, debts, duties, obligations, responsibilities of liabilities of the Contractor.

(n) Representations. Without limiting any other warranty under this contract, or any right or remedy available to the City, it is agreed that the Contractor warrants the accuracy of representations made by it prior to the date of this contract in materials submitted to the City with respect to the Project, including but not limited to materials submitted in response to the request for proposals.

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers. The individual signing on behalf of the Contractor warrants that he or she has the authority to bind the Contractor to this contract.

CITY OF DURHAM

ATTEST:

BY:

PREAUDIT CERTIFICATE

COMMUNITY
PARTNERSHIPS INC.

By: _____

Title: _____

NORTH CAROLINA

ACKNOWLEDGMENT BY COMMUNITY
PARTNERSHIPS INC.

COUNTY OF _____

I, a notary public in and for the aforesaid county and state, certify that
_____ personally appeared before this day
and stated that she or he is the (~~strike through the inapplicable:~~) chairperson/ president/ chief
executive officer/ vice-president/ assistant vice-president/ treasurer/ chief financial officer of
Community Partnerships Inc., a corporation, and that by authority duly given and as the act of
the corporation, he or she signed the foregoing contract with the City of Durham and the
corporate seal was affixed thereto.

This the _____ day of _____, 20_____.

My commission expires: _____

Notary Public

ATTACHMENT A

STATEMENT OF WORK

Purpose

In 2005 we launched the Durham Youth Employed & Succeeding (YES) program to help disaffected young people in Durham County learn the skills and competencies they need to become successful members of the emerging workforce. YES framework services are grounded in the positive youth development model, which emphasizes supports that help young people develop a sense of usefulness, belonging, and empowerment.

The Durham WIA youth program has always been committed to serving the young people who are most in need of our help. For example, at least 70% of current YES program participants have multiple WIA-defined life barriers. Our targeted outreach to Durham's most needy youth will continue in 2014. The YES program will also engage in-school youth to help the Durham Workforce Development Board Youth Council achieve its objective of decreasing Durham's dropout rate. The Durham YES program will enroll 26 new young people from January 1, 2014-June 30, 2014.

YES program services in 2014 will include comprehensive guidance and counseling, supportive services, occupational skills training, and follow-up services. To fill an existing gap in WIA youth services, the YES program will also provide adult mentoring. Monthly RAP sessions led by community and business leaders in Durham will connect youth to adults who are interested in serving as positive role models for young people in need. Two *YES Mentoring Luncheons* during the program year will give these RAP session presenters the opportunity to reconnect with YES youth so that they can continue to provide guidance and support.

Durham's YES program will also tap into its considerable network of community collaborators to offer youth a wide range of services and supports. Continued collaboration with the Achievement Academy of Durham, Durham Public Schools, and many more will enable the YES program to provide quality services while helping to make the most of limited WIA dollars and resources. Strategic collaboration-building activities with the Durham Career Center will expose YES youth to the opportunities available through the Career Center system.

The YES program will serve 138 youth, at a cost of less than \$2,000 per participant, during the January 1, 2014-June 30, 2014 timeframe.

Deliverables

The Durham YES program establishes annual performance outcome measures in addition to the 3 common measures implemented by the U.S. Department of Labor Employment and Training Administration. In program year 2014, performance outcomes will be as follows:

- By June 30, 2014, the Durham YES program will enroll 26 youth.

- At least 75% of new enrollees will be out of school, in an effort to target Durham's neediest youth.
- Up to 25% of new enrollees will be in school youth, in an effort to decrease Durham's high school dropout rate.

- By June 30, 2014, the Durham YES program will serve a total of 138 youth.*

**It is important to note that the projection above to serve 130 youth accounts for the 6-month time period covered in this RFP only, from January 2014-June 2014. If this proposal is awarded funding YES program will actually provide services for the full 12-month program year and will serve approximately 150 youth.*

- By June 30, 2014, the Durham YES program will close out 20 youth who have met the goals on their individual service strategies..
- By June 30, 2014, as a result of YES services, participants will earn 10 GEDs and/or high school diplomas (does not include certificates).
- By June 30, 2014 100% of new enrollees (26 out of 26) will participate in an orientation session regarding the Durham Career Center and the services the Career Center System provides.

Outcome Measurement

Contractor has established systems in place to measure program performance and ensure continuous quality improvement. To measure progress toward Common Measure achievement and the number of GEDs/diplomas earned, the Program Manager will utilize NCWorks-Online. A monthly billing report compiled by the agency's Accounting and Finance Department will be utilized to measure and track new enrollments, how many youth are receiving services at any given time, the barriers those youth face, and whether or not they are in school or out of school.

Performance Evaluation & Monitoring

The YES Program Manager and agency staff will participate in monthly review meetings with the agency's Executive Team. Program performance and progress toward anticipated outcomes are reviewed and analyzed at these meetings and strategies to ensure favorable outcome results are developed and implemented by the Program Manager.

The YES Program Manager will compile and analyze Performance Reports on a weekly basis and discusses results in one-on-one weekly meetings with each Youth Specialist.

The entire YES team will meet twice a month to review and discuss Performance Reports and develop strategies to ensure favorable results, and to review current caseloads and ensure that youth are on track to meet the goals in their individual service strategies.

Youth enrolled in the program will also be required to participate in semi-annual ISS reviews with their Youth Specialist to ensure that they are on track to achieve identified goals. These formal reviews are separate from the ongoing revisions that may be needed to a participant's ISS throughout the year. In addition, the YES Program Manager conducts an annual ISS review with

the participant and his/her Youth Specialist.

The Durham YES program will also provide monthly reports to the Durham Workforce Development Board, which will detail enrollment, program element participation, and attainment of negotiated performance outcomes. The YES program will also attend monthly meetings with the Durham Local Area Youth Program Coordinator to discuss program improvement and professional development of staff.

Features

Strategic Collaboration

The Durham YES program has built a strong network of collaborative partners in its years of operation to access referrals and link enrolled youth to WIA services identified on their individual service strategies. These include, but are not limited to:

- Milestones Culinary Arts Institute
- City of Durham
- The Edge Program
- Durham Technical Community College
- Teen Literacy Center
- Carolina Outreach
- N.C. Division of Vocational Rehabilitation
- Department of Social Services
- Durham Housing Authority
- Durham Parks & Recreation
- Juvenile Justice Crime Prevention Council
- Durham Public Schools
- Durham Alliance of Childcare Access
- Lincoln
- Welcome Baby
- Pregnancy Support
- Sales and Service Training Center
- Performance Learning Center

Recognizing the limitations of WIA resources, YES will continue to build these relationships in program year 2014 and will strategically target new partners to meet the needs of the young people we serve.

Durham YES & Achievement Academy of Durham

The Achievement Academy of Durham and the YES program have established a strong and effective partnership, one that drives referrals for both programs and that helps youth achieve educational success. Currently there are 28 youth enrolled in the YES program who are also attending pre-GED, GED, or post-secondary test preparation classes at the Achievement Academy. When a YES participant requires GED classes, staff members from the Achievement Academy participate in that youth's initial ISS meeting along with the YES Youth Specialist. Together, they help the youth establish realistic and achievable benchmarks for earning a GED and identify the supportive services he or she will need in place in order to be successful. Staff from both organizations will help the youth understand what to expect from GED classes and set clear expectations for participation. Some of the young people who have earned their GEDs through the Achievement Academy and are pursuing their post-secondary education have gone on to provide tutoring to their peers enrolled in GED classes. YES and the Achievement Academy also hold monthly clinical team meetings, at which they discuss the progress of the youth enrolled in both programs and develop action steps for addressing problems or concerns. In addition, YES staff hold regular "office hours" on-site at the Achievement Academy (Monday-Thursday, from 12:15-1:15 PM) and will hold its 2 *Yes Mentoring Luncheons* and selected RAP sessions at the Achievement Academy.

Durham YES & The Durham Career Center

The YES program will collaborate with the Durham Career Center with a major focus in program year 2014 to formalize this partnership and create an ongoing set of collaborative activities that will occur throughout the year. Examples include:

- Durham YES staff will volunteer at the Durham Career Center Fair and lead mock interviews with youth and adults seeking to improve their work-readiness skills.
- All new YES enrollees will receive an orientation regarding the Durham career center system and its available services. Initial career assessments for new enrollees will be conducted on-site, at the Durham Career Center.
- The YES program will offer its staff to the Durham Career Center on a regular basis to provide assistance with its ongoing initiatives, and to offer their expertise and knowledge about services available to youth in Durham County.

Product Description

From January 1, 2014-June 30, 2014, the YES program will deliver framework services to eligible youth in the Durham community that will help them achieve their employment and educational goals. The program design outlined below will help the Durham Workforce Development Board achieve its goal of supporting effective youth education, training, and employment initiatives.

Outreach & Recruitment

The Durham YES program has consistently met or exceeded enrollment expectations. Word-of-mouth referrals are the program's primary source for new enrollment, but referrals from our network of collaborative partners are also consistent. Durham YES also has a strong track record of engaging those young people who are most in need of help. Nearly 70% of the youth currently enrolled in the YES program have 3 or more WIA-defined barriers. In program year 2010, the YES program's targeted outreach to Durham's most needy youth—including both out-of-school and in-school youth—will include:

- Marketing YES services to out-of-school youth at locations such as alternative high schools, the EDGE GED prep program, the Department of Social Services' Work First program, and Durham Technical Community College. Recruitment efforts will also focus on events geared toward the target population.
- Engaging in drop-out prevention activities by strengthening collaboration between the YES program and guidance counselors within the Department of Public Instruction to create a consistent two-way referral system for in-school youth at risk of leaving school or aging out.

System Orientation & Application Process

Contractor's YES program will hold weekly informational sessions for interested youth at its Durham offices. These one-hour sessions are conducted by the YES Program Manager and explain the goals of WIA legislation, services available through the program, eligibility criteria, and documentation and paperwork required for enrollment. Each youth completes a YES program application at this time, which provides the Program Manager with basic information regarding the individual's educational background, income level, and existing barriers. Based on the information provided on the application, the Program Manager provides additional enrollment forms and a list of the documentation that will be required to continue to the next phase. It is the youth's responsibility to complete the required forms and deliver required documentation.

Objective Assessment

After the youth returns all required paperwork and eligibility is confirmed, the YES Program Manager administers the Reading, Mathematics Computation, and Applied Mathematics sections of the TABE Locator test to determine the appropriate level of the TABE survey test for that youth. The Reading, Mathematics, and Applied Mathematics sections of the TABE survey are then administered based on Locator results. If a youth scores below an 8.9 on the TABE survey they are considered basic skills deficient. The YES Program Manager also conducts an interview and informal assessment of the youth, during which they discuss assessment results, the youth's educational background, career skills and interests, work readiness, support service needs, and family situation. A key component of the Program Manager's interview with potential enrollees is to clearly explain what will be expected of them should they choose to participate in the YES program. If it is determined that the youth is not a good fit for the YES program, the Program Manager provides referrals to other appropriate services and agencies.

Individual Service Strategy & Enrollment

After a youth's initial assessments are completed and analyzed the YES Program Manager assigns a Youth Specialist to work with that individual. Participant to Youth Specialist ratio will not exceed 50:1. The Youth Specialist conducts a formal career assessment and then works with the youth to design an individual service strategy (ISS) that is based on assessment results and that reflects the youth's unique needs and goals. Development of the ISS may also involve the youth's parents or caregivers, the YES program's collaborative partners, and others as appropriate. The ISS incorporates an employment goal, the education/training needed to achieve that goal, the youth's supportive service needs, and the measurable, concrete steps the youth must take to succeed. The ISS is a living document, and as the needs of a participant change, the Youth Specialist works in partnership with him or her to revise the plan as necessary. Upon completion of the initial ISS, and if it is determined that the youth would benefit from YES services, the participant is formally enrolled in the program. The Youth Specialist completes the youth's intake in Workforce Plus and compiles an individual case file. The YES Program Manager is responsible for reviewing, verifying, and certifying each participant's case file.

Program Elements

Once a youth enrolls in the program, YES Youth Specialists are responsible for providing ongoing **comprehensive guidance and counseling** and for providing referrals to licensed providers of substance abuse counseling and/or mental health services if needed. The YES program believes that assessment is an ongoing process and that no single tool can identify each and every need of the individuals we serve. As part of comprehensive guidance and counseling, the Youth Specialist spends time with each youth at home, at work, and in the community to gain a full understanding of what the youth experiences every day. This relationship-building process, while not a formal assessment, is critical to identifying the services and support the youth will need in order to achieve success. Youth Specialists are also responsible for crisis intervention. Comprehensive guidance and counseling is, by definition, an all-encompassing activity that is highly individualized for each enrolled youth. A 16-year-old who is basic skills deficient and has dropped out of school will require a different set of services and an entirely different approach than a 20-year-old with a criminal record and a GED who is trying to break into the job market. The Youth Specialist must have the experience to address the incredibly varied needs of the population they serve. They must also serve as adult mentors for enrolled youth and act as a consistent, trustworthy adult role model upon whom participants can depend. Comprehensive guidance and counseling, when delivered in an authentically person-centered manner, requires the YES Youth Specialist to understand the needs of each individual and to have access to a vast array of community resources.

Positive youth development theory tells us that youth need support in all areas of life in order to effectively overcome the considerable barriers they face. **Supportive services** are provided—only when all other service options have been exhausted—to help participants pay for housing, books, tuition, child care, transportation, work uniforms, and other items needed for successful participation in the program. Youth Specialists are responsible for helping youth locate and apply for appropriate supportive services and for requesting funds for these services when unable to identify an alternative solution to the

youth's needs. Often this population experiences immediate or "last-minute" emergencies. The YES program is poised to respond to these situations and typically processes payments for supportive services within two business days or—when necessary—in as little as two hours.

Youth Specialists provide referrals to community agencies that enable participants to access **occupational skills training** based on the employment goal identified on each youth's ISS. Current and past community partners in occupational skills training include the Sales and Service Training Center, Milestones Culinary Arts Institute, Parkwest Barber School, Gericare, and Durham Technical Community College, which offers a wide variety of certification opportunities.

Currently, there is no WIA provider of **adult mentoring** services in Durham. To close this gap in services the Durham YES program will implement a mentoring program in 2014 that consists of monthly RAP Sessions. Community and business leaders across Durham will be invited to present on a broad range of topics at these RAP Sessions, including money management, self-esteem building, accountability, parenting skills, and many others. Community members who present topics at the RAP Sessions will be invited to attend 2 *YES Mentoring Luncheons* with the youth who attended their sessions, or any other enrolled youth interested in attending. The luncheons will allow these community members and enrolled youth to reconnect and provide the presenters a structured event during which they can offer continued guidance and support.

The YES Program Manager will identify community presenters for RAP Sessions in 2014. The first RAP Sessions will be conducted in January, with a goal of hosting 10 sessions during the program year. The setting and location of RAP sessions will depend upon the needs of the youth involved and on the topics being presented. The YES program's collaborative partners will play a key role in this initiative by hosting RAP sessions across the community.

Youth Specialists also provide 12 months of **follow-up services** after a youth exits the program to ensure their successful transition to employment and further education. Exited youth in follow-up services will have access to all YES services and will receive at least one contact per month from their Youth Specialist. They are also invited to continue their engagement with the program through leadership development and mentoring opportunities.

Attachment B

Program Budget

Budget Form

Program Costs	Number	Line Item Totals
Staff Salaries	100	\$ 96,894
Fringe Benefits	101	\$ 22,548.00
Staff Travel	102	\$ 1,651.00
Scholarships	103	\$ 4,500.00
Employer OJT Incentives	104	\$
Participant Wages	105	\$
Participant Fringe Benefits	106	\$
Rent	107	\$ 15,151.00
Supplies	108	\$ 1,978.00
Equipment	109	\$
Communications	110	\$ 3,912.00
Staff Training and Dev.	111	\$ 700.00
Other Program Expenses	112	\$ 4,152.00
Subtotal Program Costs		1XX \$151,486.00
Supportive Services Costs	Number	Line Item Totals
Child Care Costs	200	\$ 750.00
Participant Transportation Costs	201	\$ 3,750.00
Other (describe)	202	\$ 4,500.00
Subtotal Supportive Services Costs		2XX \$ 9,000.00

Youth Project Costs	Number	Line Item Totals
Program Costs		* 160,486.00- \$8,312= \$152,174
Administration Costs		\$ 22,826.00
Total Program Cost		\$175,000.00

*\$8,312 is in-kind

In-school (up to 50%)	\$ 26,250.00 (15%)
Out-of-school (at least 50 %)	\$148,750.00 (85%)

Attachment C

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

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

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

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

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

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

Signature

Date

Attachment D
FINANCIAL ASSURANCES AND CERTIFICATION

- A. The Program Applicant (hereinafter referred to as the "Contractor") assures that it will fully comply with the requirements of the Workforce Investment Act (Public Law 105-220) and its regulations, the WIA Local Area Plan approved by the DWDB, and the North Carolina Division of Workforce Development.
- B. The Contractor assures that it will administer its services under the WIA in full compliance with safeguards against fraud and abuse as set forth in WIA and the WIA Regulations; that no portion of its WIA service will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, disability, or political affiliation or belief; that it will target employment and training services to those most in need of them.
- C. The Contractor assures that it will administer its services funded under the WIA in accordance with these provisions: (1) a trainee will receive no payments for training activities in which the trainee fails to participate without good cause; (2) on-the-job training participants will *be* compensated by the employer at the same rate, including periodic increases, as similarly situated employees or trainees and in accordance with applicable law, but in no event less than the higher of the rate specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 of the applicable State Minimum Wage Law; and (3) participants employed in activities authorized under the Act must be paid wages which will not be less than the highest of (a) the minimum wage under Section 6(a)(1) of the Fair Labor Standards Act of 1938, (b) the minimum wage under the applicable State Minimum Wage Law, or the prevailing rates of pay for individuals employed in similar occupations by the same employer.
- D. The Contractor assures that it will administer its services under the WIA in full compliance with health and safety standards established under State and Federal law and that conditions of employment and training be appropriate and reasonable in light of such factors as the type of work, geographical area and proficiency of the participant.
- E. The Contractor assures that all staff and participants/enrollees paid from the grant funds and employed in any service• will be covered by workers compensation benefits in accordance with State law; that enrollees in WIA work-related training will be provided accident or medical insurance to cover any injury resulting from participation in the program; and that enrollees employed in subsidized jobs will be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work.
- F. The Contractor assures that no funds available under the WIA will be used for contributions on behalf of any enrollee to retirement systems or plans; to impair existing conditions for services or collective bargaining agreements; to assist, promote, or deter union organization; and to displace any currently employed worker.
- G. The Contractor assures that no enrollee will be employed or fill a job opening when any other individual is on layoff from the same or substantially equivalent job, or when

the employer terminates the employment of any regular employee or otherwise reduces its work force with the intention of filling vacancies so created by hiring participants subsidized under the Act; and no funds may be used to create promotional lines that infringe upon any current promotional opportunities.

- H. The Contractor assures compliance with all federal rules and regulations which prohibit *the* use of WIA funds to lobby the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant or loan. If lobbying has occurred utilizing other than Federal appropriated funds, the Contractor agrees to file a disclosure report if applicable.
- I. The Contractor assures and certifies that it is in compliance with federal rules and regulations, Debarment and Suspension, 29 CFR Part 98 and is not presently debarred, suspended, for debarment, declared ineligible, or involuntarily excluded from participation in this transaction by any Federal department or agency.
- J. The Contractor assures and certifies that the Contractor has in place an established grievance procedure to be utilized for grievances or complaints about its program and activities from participants/enrollees, sub-grantees, and subcontractors and other interested parties.
- K. The Contractor will comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) which requires fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
- L The Contractor will comply with the provisions of the Hatch Act, which limits the political activity of certain State and local government employees and enrollees in federally funded programs.
- M. The Contractor will comply with NC-GS-234, which prohibits public officials and employees from having a personal interest in any contract to which s/he is also a party in an official capacity.
- N. The Contractor assures and certifies that it will comply with restrictions regarding conducting business with businesses on the Environmental Protection Agency's List of Violating Facilities. Contracts and subcontracts in excess of \$100,000, or circumstances where the Division of Workforce Development has determined that orders under an 'indefinite quantity financial agreement' in any year will not exceed \$100,000, or *if* a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.C. 1319 (c)] and is listed by the Environmental Protection Agency (PA) or is not otherwise exempt, the Contractor assures that: (1) no facility to be utilized in the performance of the grant has been listed on the EPA List of Violating Facilities; and (2) it will notify the DWDB, prior to award of the receipt of any communication from the Director of Federal Activities, U.S.E.P.A., indicating that a facility to be utilized for a contract is under consideration to be listed on the EPA List of Violating Facilities.
- O. The Contractor will comply with the provisions of nepotism related to federally funded programs.

- P. The Contractor assures and certifies that enrollees will not be employed on the construction, operation, or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place for religious worship.
- Q. The Contractor assures and certifies that it, and all of its subcontractors, will comply with applicable provisions of the following laws as they relate to employment and training procedures:
- The Drug Free Workplace Act
 - The Davis-Bacon Act
 - The Immigration Reform Act
 - Child Labor Laws
 - The American's with Disabilities Act
 - The Fair Labor Standards Act

Certification

This is to certify that all specifications contained in the DWDB's Request for Proposal have been read, understood, and addressed in the proposal; that the required format has been followed; that all of the information contained in this proposal is true and correct that the Contractor organization will comply with all of the above assurances; and that this proposal has been duly authorized by the governing body of the Contractor organization.

CONTRACTOR
NAME _____

SIGNATURE _____ DATE _____

Attachment E

Drug-Free Workplace Disclaimer

Name of Contractor: _____ Date: _____

Contractor Signature: _____

In accordance with the Drug-Free Workplace Act of 1988, Contractor will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity or work associated with this contract

Attachment F

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

- 1 By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 2 The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which proposal is submitted if at any time the prospective recipient of Federal assistance funds 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. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions,” 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 the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
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 under 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 voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Attachment G

Assurances and Certifications of Adherence to Program Requirements and Restrictions of Workforce Investment Act of 1998

Name of Contractor: _____ Date: _____

Contractor Signature: _____

In order to receive funding under the Workforce Investment Act of 1998 (WIA) (Public Law 105-220) and its regulations, the following program requirements, and restrictions must be adhered to, in as such, the Contractor certifies to the following statements:

1. Ensures that no funds described in Section 129 or Section 134(a) of the Workforce Investment Act (WIA) are used to develop or implement education curricula for school systems in the state. **Section 129(b)(4)/Section 134(a)** Yes No NA

2. Certifies that funding for activities that involve sectarian activities have been prohibited in accordance with **Section 667.266** and **Section 188(a)(3)**. Yes No NA

3. Certifies that procedures to prohibit the displacement of current workers, the impairment of existing contracts for services or collective bargaining agreements, the replacement of laid-off workers and the infringement on promotional opportunities of current workers. **Section 181(b)(2)(3)**.

Yes No NA

4. Certifies that working participants are covered by workman's compensation or other insurance. **Section 181(b)(4)/667.274**. Yes No NA

5. Certifies that provisions have been made that all individuals in programs shall be provided benefits and working conditions at the same level and to the same extent as other trainees or employees working in similar length of time and doing the same type of work. **Section 181(b)(5), 667.272**. Yes No NA

6. Certifies that provisions have been made to ensure that no funds are being used to assist, promote, or deter union organizing. **Section 181(b)(7)**. Yes No NA

7. Certifies that provisions have been made that all individuals in programs be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer and who have

similar training, experience, and skills. **Section 181(a)** (In no event shall the rate be less than the applicable State or local minimum wage law.).

Yes **No** **NA**

8. Certifies that provisions have been made to prohibit the use of funds to encourage or induce relocation of a business. No funds provided under this title shall be used or proposed for use to encourage or induce the relocation of a business or part of a business if such relocation would result in a loss of employment for any employee of such business at the original location and such original location is in the United States. **Section 181(d)(1)**. **Yes** **No** **NA**

9. Certifies that provisions have been made to prohibit the use of funds for customized or skill training and related activities after the relocation of a business until after 120 days. **Section 181(d)(2)**.

Yes **No** **NA**

10. Certifies that provisions have been made to prohibit the use of funds for employment-generating activities, economic development activities and similar activities that are not directly related to training for eligible individuals; and no funds may be used for foreign travel. **Section 181(e)**.

Yes **No** **NA**

11. Certifies that provisions been made that allow for the testing and sanctioning of participants for the use of controlled substances. **Section 181(f)**. **Yes** **No** **NA**

12. Certifies that provisions been made to prohibit any discrimination based on: (a) age, disability, race, color, national origin, or sex; (b) participation in a program or activities that receive funds under this title; (c) certain non-citizens. **Section 188(a)**.

Yes **No** **NA**

13. Certifies that provisions have been made to ensure that funds are not used to duplicate services available in the area. **Section 195(2)**. **Yes** **No** **NA**

14. Certifies that provisions have been made to ensure that participants are not being charged fees for placement or referral. **Section 195(5)**. **Yes** **No** **NA**

15. Certifies that provisions have been made to ensure that no financial assistance is provided to any program that involves political activities. **Section 195(b)**. **Yes** **No** **NA**

16. Certifies that provisions have been made that ensure that participants are aware of grievance procedures. **Yes** **No** **NA**

17. Certifies that the contractor will abide by the WIA Act, regulations, and applicable business licensing, taxation and insurance requirements. **Yes** _ **No** _ **NA** _
18. Certifies that the contractor has provisions regarding modification of the contract, the handling of disputes, and termination, including termination for convenience of the government.
Yes _ **No** _ **NA** _
19. Certifies that the contractor will maintain records until such time that they may be disposed of but not before a final audit on the records. Also certifies and grants access to the records by the NCCCS, the State, and the USDOL. **Yes** _ **No** _ **NA** _
20. Certifies liability, sanctions, and debt repayment. **Yes** _ **No** _ **NA** _
21. Certifies the contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. **Yes** _ **No** _ **NA** _
22. Certifies provision to prohibit political activities (Hatch Act). **Yes** _ **No** _ **NA** _

Attachment H

Insurance requirements for Workforce Investment Act Contractors

Contractor shall maintain insurance not less than the following:

Commercial General Liability, covering

- premises/operations
- products/completed operations
- broad form property damage
- contractual liability
- independent contractors, if any are used in the performance of this contract
- City of Durham must be named additional insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement)
- combined single limit not less than \$1,000,000 per occurrence

Automobile Liability

- single limit combined coverage in the amount of \$1million

Workers' Compensation Insurance, covering

- statutory benefits;
- covering employees; covering owners partners, officers, and relatives (who work on this contract) (this must be stated on the certificate)
- employers' liability, \$1,000,000.
- Waiver of subrogation in favor of the City of Durham

Insurance shall be provided by:

- companies authorized to do business in the State of North Carolina
- companies with Best rating of A-VIII or better.

Insurance shall be evidenced by a certificate:

- providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage
- certificates shall be addressed to:
City of Durham, North Carolina
attention: Finance Director
101 City Hall Plaza
Durham, NC 27701
- both the insurance certificate and the additional insured endorsement must be originals and must be approved by the City's Finance Director before Contractor can begin any work under this contract.