

Form H: Provisions and Disclaimers

1. All solicitations are contingent upon availability of funds.
2. This RFP is for 12 months and is renewable for an additional (2) 12 months periods at the discretion of the Western Wisconsin WDB.
3. Western Wisconsin WDB reserves the right to accept or reject any or all proposals received.
4. Western Wisconsin WDB reserves the right to waive informalities and minor irregularities in the proposals received.
5. This RFP does not commit Western Wisconsin WDB to award a contract.
6. This RFP is for WIOA services and other related programs and funding streams which may become available to Western Wisconsin WDB during this funding period.
7. Western Wisconsin WDB may accept any item or group of items of any proposal, unless the proposal qualified its offer by specific limitations.
8. Western Wisconsin WDB 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 bidder can submit to Western Wisconsin WDB.
9. Proposals should follow the format set forth in the RFP Response Package section of the RFP and adhere to the minimum requirements specified therein.
10. Western Wisconsin WDB 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 award.
11. No costs will be paid to cover the expense of preparing a proposal or procuring a contract for services or supplies under WIOA.
12. All data, material, and documentation originated and prepared by the bidder pursuant to the contract shall belong exclusively to the Western Wisconsin WDB and be subject to disclosure under the Freedom of Information Act, Right to Know Law, or other applicable legislation.
13. The final award and execution of a contract is subject to receipt of WIOA funds, Western Wisconsin WDB's satisfactory negotiation of the terms of the contract, and the continued availability of funds.
14. Any changes to the WIOA program, performance measures, funding level or Western Wisconsin WDB direction may result in a change in contracting. In such instances, the Western Wisconsin WDB shall not be liable for any damage rising from this Request for Proposals package or subsequent contract.
15. 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 Wisconsin policies, and Western Wisconsin WDB policies and procedures.
16. Bidders selected for funding must also ensure compliance with the following, as applicable: US Department of Labor (DOL) regulations 2 CFR Part 200, 2 CFR Part 2900: DOL Exceptions to 2 CFR Part 200, 48 CFR Part 31, 29 CFR Part 93, 37 and 98, 20 CFR Part 652 et al.
17. Bidders will be expected to adhere to Western Wisconsin WDB procedures to collect, verify, and submit required data and submit monthly invoices to Western Wisconsin WDB.
18. Additional funds received by Western Wisconsin WDB may be contracted by expanding existing programs or by consideration of proposals not initially funded under this RFP. These decisions shall be at the sole discretion of Western Wisconsin WDB.
19. Western Wisconsin WDB 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 Western Wisconsin WDB the services proposed are not needed, or the costs are higher than Western Wisconsin WDB finds reasonable in relation to the overall funds available, or if past management concerns lead Western Wisconsin WDB to believe that the bidder has undertaken more services than it can reasonably provide.
20. Western Wisconsin WDB 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 population
 21. Any proposal approved for funding is contingent on the results of a pre-award site visit that may be conducted by Western Wisconsin WDB staff. This site visit will establish, Western Wisconsin WDB's satisfaction, whether the bidder can conduct and carrying out the provisions of the proposed contract. If the results of the site visit indicate, in the opinion of the Western Wisconsin WDB that the bidder may not be able to fulfill contract expectations, Western Wisconsin WDB reserves the right not to enter into a contract with the organization, regardless of Western Wisconsin WDB approval of the bidder's proposal.
 22. Western Wisconsin WDB is required to abide by all WIOA legislation and regulations. Therefore, Western Wisconsin WDB 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.
 23. All contractors must ensure compliance with the State of Wisconsin DWD's Civil Rights Compliance plan and expectations and provided equal opportunity to 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
 24. All contractors must ensure access to individuals with disabilities pursuant to the Americans with Disabilities Act.
 25. Bidders selected for funding must ensure equitable access to clients with limited English speaking, reading or writing ability and upon contracting will need to identify a Limited English Proficiency (LEP) coordinator as part of the Civil Rights Compliance planning.
 26. Contractors must accept liability for all aspects of the WIOA program conducted under contract with Western Wisconsin WDB. Bidders will be liable for any disallowed costs or illegal expenditures of funds or program operations conducted.
 27. Contractors must have an established grievance and complaint process and procedure to address any customer concerns, complaints or grievance. Any such complaints or grievances must be documents and addressed and resolved, if possible, prior to the engagement of the Western Wisconsin WDB complaint and grievance process.
 28. Reductions in the funding level of any contract resulting from this solicitation process may be considered during the contract period when a bidder 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.
 29. Contractors will allow local, state, and federal representatives access to all related records, program materials, staff, and participants. In addition, bidders are required to maintain all contract related records for the period required by State of Wisconsin DWD record retention requirements, beginning on the last day of the program year.
 30. The contract award will not be final until Western Wisconsin WDB and the successful bidder have executed a mutually satisfactory contractual agreement. Western Wisconsin WDB reserves the right to make an award without further discussion of the proposal submitted. No program activity may begin prior to final Western Wisconsin WDB approval of the award and execution of a contractual agreement between the successful bidder and Western Wisconsin WDB.
 31. Contracts will be cost reimbursement only. Developed budgets shall define anticipated costs

- associated with the delivery of proposed service plan.
32. The Western Wisconsin WDB 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.
 33. Western Wisconsin WDB reserves the right to determine both the number and the funding levels of contracts finally awarded. Such determination will depend upon overall fund availability and other factors arising during the proposal review process. Bids submitted which are over the maximum amount of funds specified for this RFP will be rejected. The submission of the proposal warrants that the costs quoted for services in response to the RFP are not in excess of those that would be charged to any other individual for the same services performed by the bidder.
 34. The Western Wisconsin WDB reserves the right to reject any or all proposals received and to negotiate with all bidders on modifications to proposals.
 35. Each party shall be responsible for the negligence of its own employees or agents in the performance of this contract. All successful bidders shall provide a certificate of liability insurance, providing commercial general liability coverage in the amount of \$1,000,000.00 for each occurrence, automobile liability, workers compensation and professional liability insurance, if applicable. The contractor will provide a certificate of insurance satisfactory to Western Wisconsin WDB.
 36. Applicants are advised that most documents in the possession of the Western Wisconsin WDB are considered public records and subject to disclosure.

I have read and understand the information in this document:

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Signature

Printed Name

Title

Organization

Date