

REQUEST FOR PROPOSALS
Workforce Investment Act Title I
West Piedmont Workforce Investment Board
Year-Round Youth Programming

Date of Issue **On or about February 12, 2014**
Deadline for Receipt of Proposals **March 20, 2014, 4:30 pm, EST**

I. Purpose and Submission Requirements:

In compliance with the Workforce Investment Act (WIA) requirements, the West Piedmont Workforce Investment Board (WPWIB) is soliciting proposals from qualified sources to provide year round in-school and out-of-school program services in the cities of Danville and Martinsville and counties of Henry, Patrick and Pittsylvania, known herein as the “Virginia Local Workforce Investment Area 17, ““LWIA 17” or “Area 17.”

All WPWIB-funded programs must adhere to equal opportunity employer guidelines. Auxiliary aids and services are available for individuals with disabilities. The WPWIB’s primary source of funding is from the [U.S. Department of Labor Employment and Training Administration](#). All proposers must be in compliance with the [WPWIB’s EO and Nondiscrimination Policy](#) and subject to EO monitoring.

This document constitutes the official WPWIB Request for Proposal (RFP) format and all terms and conditions shall become, through incorporation by reference, a part of any contract or contracts entered in furtherance hereof.

Proposals, which must include 1 original and twelve (12) copies with original signatures and with an electronic version of the submission, must be submitted in a sealed package and received in the WPWIB office not later than **4:30 p.m. Eastern Standard Time (EST), Thursday, March 20, 2014. Proposals must be clearly marked on the outside envelope with “Youth Programming Response to Proposal”.**

Proposals will be received **ONLY** at the WPWIB Office:

West Piedmont Workforce Investment Board
Address: 300 Franklin Street, Suite 241
Martinsville, VA 24112

Incomplete proposals, unsealed packages and/or any proposals received after the deadline of 4:30 p.m. EST, Thursday, March 20, 2014, will not be considered and will be returned.

An optional **pre-proposal conference** has been established, concerning the RFP, applicable legislation, regulation and policy, and the submission process for February 18, 2014, from 10:30 a.m. to 12:00 p.m., at the New College Institute, 30 Franklin Street, Martinsville, VA 24112. **Proposers are strongly encouraged to attend.** Any changes as a result of that meeting will be published as an addendum to this RFP.

Questions regarding the RFP may be addressed to Lisa Fultz, WPWIB Executive Director, at 276-656-6190 or lfultz@wpwib.org.

Refer to Attachment D for Proposal Preparation Guidance.

II. General Information:

The West Piedmont Workforce Investment Board (WPWIB) is currently seeking proposals from all eligible applicants to provide year-round Workforce Investment Act (WIA) program services to eligible in-school and out-of school youth for a 12 month period of July 1, 2014, to June 30, 2015. The WPWIB reserves the option of extending any, all or no contracts for additional 12-month periods, and contracts are subject to negotiation. The extension option may be exercised up to two times. Maximum duration may not exceed 36 months, which includes all allowable extensions.

All proposers must agree to use the “Youth on the Move” program name and logo and adhere to the WPWIB’s [style manual](#) when referencing the program publicly.

Type of contract will be cost reimbursement. All proposers must have sufficient available resources to operate the proposed program during both start-up and during the time in which invoices are being processed for payment and until such time as payment is received.

This RFP does not commit the WPWIB to award a contract or to pay any costs incurred in the preparation of a response to this request or be bound to procure or contract for these services. The WPWIB reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any or all qualified sources or to cancel in part or in its entirety this RFP if it is in the best interest of the WPWIB to do so. The WPWIB may require the proposers selected to participate in negotiations and to submit any price, technical or other revisions for their proposals as may result from negotiations.

Any proposed subcontractors and/or partners known at the time of the proposal should identified in the proposal. All subcontractors and/or partners and subcontracts must ultimately be approved by WPWIB and WPWIB must have a copy of a fully executed contract with the subcontractors/partners of an awardee prior to July 1, 2014, or before such subcontractor/partner performs any services contemplated by this RFP.

All non-governmental entities or agencies must provide verification of legal status of the entity or agency, as applicable.

Specific information concerning proposers’ qualifications, experience and related accomplishments must be provided. However, elaborate brochures or other marketing materials beyond that sufficient to present an accurate description should not be included.

Performance specifications contained in this RFP are MINIMUM standards for acceptability. WPWIB reserves the right to institute additional local performance standards and/or other performance measurement systems to ensure quality programs.

At a minimum, proposers must submit proof of the following:

- Previous demonstrated success in working with youth, including dropouts, with indicators of outcomes that include successful return to and/or completion of education activities, vocational skills training, and entry into unsubsidized employment;
- Previous documented success in providing services to targeted youth groups, including high school dropouts, individuals with disabilities, homeless and runaway youth, youth offenders, and other eligible youth who face serious barriers to employment.

All proposers selected through this process must agree to assist with the planning and implementation of a Youth Conference/Rally, which includes, but is not limited to, sending WIA-eligible youth participants to the event.

Once proposals have been submitted and received by the WPWIB, unless specifically requested by the Board or selection panel, no proposer is allowed to provide any additional information or to make any contact with any individual Board member or Chief Local Elected Office Consortium member or designee by phone, e-mail, mail or in person, to solicit support for their proposal or to attempt to discredit the proposal submitted by any other proposer. Any proposer violating this provision will not be considered under this RFP. Additional data or information may be submitted only if requested by the WPWIB.

Address all inquiries concerning the RFP, program elements or other issues to the WPWIB staff.

Prospective proposers are advised that selection for a contract award will be made after a careful evaluation of the proposals reviewed by a panel within the WPWIB and Youth Council. **Each panelist will evaluate the proposals for acceptability, with emphasis on the criteria listed in Attachment E.** The scores will then be used to select a proposer or develop a list of proposers with whom negotiations can be conducted if desirable and necessary. WPWIB reserves the right to adjust or alter evaluation criteria in order to accommodate proposal evaluation involving one or more of the localities as designated in this RFP or as otherwise may be required to advance the best interest and goals of WPWIB related to the services covered by this RFP.

The proposal must be signed by an official authorized to bind the proposer and is a firm offer for a 120-day period. The proposal shall provide the following information: name, title, address, and telephone number of individual(s) with authority to negotiate and contractually bind the proposer and may be contacted during the period of proposal evaluation.

The WPWIB may award a contract based on proposals received without discussion of such proposals with the proposers. Proposers may submit proposals for one, more, and/or all localities as set forth in this RFP. They also may select one or both programs.

WPWIB may accept a proposal, in whole or in part, as it relates to one or more localities, geographic areas, and/or programs, but not accept the same proposal as it relates to other localities or geographic areas. As such, WPWIB reserves the right to award to, or negotiate with, proposer(s) specifically by locality and/or program (in-school or out-of-school) and even though a proposer may have proposed to provide services to other or all of the localities or geographic areas covered by this RFP. Therefore, each proposal should be submitted in the most favorable

terms from a price and technical standpoint which the proposer can make. However, the WPWIB reserves the right to request additional data or presentations or conduct oral discussion in support of written proposals. No additional information will be accepted unless specifically requested by the WPWIB. A contract shall be awarded only on a basis of the best interest of the WPWIB, price and other factors being considered. Execution of a contract is contingent upon successful negotiation of the offer and the signing of the contract by all designated parties. Contracts will contain and/or incorporate by reference the Terms and Conditions appearing in **Attachment A** hereto.

The WPWIB anticipates (contingent on availability of funds) to award region-wide in Program Year (PY) \$998,077.10 in youth programming (approximately 60 percent will be earmarked for in-school and 40 percent for out-of-school). Based on these projected allocations, each region is anticipated to have available the following percentage of funds:

Percentage of Funds	Youth In-School	Youth Out-of-School	Total
Pittsylvania Co. (30%)	\$182,800.25	\$116,622.88	\$299,423.13
Henry Co. (28%)	\$170,613.57	\$108,848.02	\$279,461.59
Danville (25%)	\$152,333.55	\$97,185.73	\$249,519.28
Patrick Co. (9%)	\$54,840.08	\$34,986.86	\$89,826.94
Martinsville (8%)	\$48,746.73	\$31,099.43	\$79,846.17
Total	\$609,334.18	\$388,742.92	\$998,077.10

Local percentages were determined by Local Elected Official Consortium.

Program Year 2013 Minimum Local Performance Measures Goals:

Common Measure	Minimum Goal
Literacy and Numeracy	52%
Degree/Certification	61%
Placement	61%

I. Program Design Features

The following primary program activities are to be provided by the proposer:

- A. Youth In-School (60 percent of youth served should be in-school youth)
 - 1. **Leadership Development Opportunities** that encourage responsibility, employability and other positive social behaviors. Leadership Development Opportunities should include, but not be limited to, the following:
 - a. Exposure to post-secondary educational opportunities;

- b. Community and service learning projects;
 - c. Peer-centered activities, including peer mentoring and tutoring;
 - d. Organizational and teamwork training, including team leadership training;
 - e. Training in decision making and determining priorities; and
 - f. Citizenship training, including life skills training such as parenting, work behavior training, and budgeting of resources.
 - 2. **Summer Employment Opportunities** that are directly linked to academic and occupational learning. These activities are to be individually developed with private and public sector employers in consideration of the career interests of each youth based on related assessment results and in support of career exploration activities conducted during the school year. These opportunities may be subsidized or unsubsidized.
 - 3. **Paid and Unpaid Work Experiences**, including internships and job shadowing, may also be provided to youth based on assessed need. These work experiences are to provide youth with practical exposure to the working world and its requirements and an opportunity for career exploration and skills development. Summer Employment is not a stand-alone activity that justifies enrollment in the youth program.
 - 4. **Comprehensive Guidance and Counseling Services** to youth throughout their program participation. These services are to be delivered by staff and include career and personal counseling and referrals to other sources of counseling, based on the needs of the youth. In addition, case management services must be provided to youth on an ongoing basis in order to successfully navigate their path to the successful completion of their Individual Service Strategy (ISS).
- B. Out of School Youth – 40 percent of the Youth served should be out-of-school youth
- 1. **Literacy and Numeracy Gains** at a minimum, to meet, and preferably, to exceed Common Measures
 - 2. **Tutoring**
 - 3. **Occupational Skills Training** in occupational areas which show current employer demand and projected growth. Successful completion of training must result in the award of a recognized credential.
 - 4. **Leadership Development Opportunities**, as outlined above.
 - 5. **Paid and Unpaid Work Experiences**, as outlined above.
 - 6. **Comprehensive Guidance and Counseling Services**, as outlined above.
 - 7. **Job Search Assistance** in order to assist youth to obtain and retain unsubsidized employment (including the military).
- C. Target Population Requirements
- 1. WIA-eligible **in-school youth** must be enrolled in full-time secondary school; be 14 to 21 years of age, with a preference for 16 to 21 years of age; and be capable of earning a High School Diploma or attaining a GED credential.
 - 2. WIA-eligible **out-of-school youth** must be 18 to 21 years of age and either a school dropout or an individual who has either graduated from high school or holds a GED credential, but is basic skills deficient, unemployed or underemployed.
- D. Overall Program Objectives
- 1. Youth in-school
 - a. School drop-out prevention
 - b. On-time graduation with diploma or GED credential

- c. Enrollment into post-secondary education and/or advanced training/occupational skills training or job placements (including the military)
- d. Demonstrated proficiency in work readiness skills
- e. An agreed upon number of active youth in program
- f. All youth must be in follow-up for 12 months after exiting the program
- g. An agreed upon number of youth obtaining National Career Readiness Certificates or Career Readiness Certificates

2. Youth out-of-school

- a. Out-of-school youth who are assessed to be basic skills deficient must receive academic remediation services and are expected to increase their literacy/numeracy score by one (1) or more education functioning level by the end of the first year of program participation.
- b. Full-time unsubsidized job placements (including the military)
- c. Attainment of a recognized credential
- d. Enrollment into post-secondary education and/or advanced training/occupational skills training
- e. Demonstrated proficiency in work readiness skills
- f. An agreed upon number of active youth in program
- g. All youth must be in follow-up for 12 months after exiting the program
- h. An agreed upon number of youth obtaining National Career Readiness Certificates or Career Readiness Certificates

II. Additional Work Requirements – In addition to the delivery of programmatic services to youth in-school and out-of-school, proposers must also perform the following work activities:

A. Outreach and Recruitment – The proposing organization will be responsible for the development and implementation of a viable outreach and recruitment plan to result in the enrollment levels identified in the proposal. As mentioned previously, the proposer must agree to adhere to the WPWIB’s [style manual](#). Proposers should provide an outreach and recruitment plan to demonstrate how they will achieve enrollment levels.

B. Eligibility Determination – The proposing organization will be responsible for the determination, verification and documentation of WIA eligibility for program participants, maintenance of a formal participant eligibility file and related quality assurance activities. In order to participate in a program funded under this RFP, in-school and out-of-school youth must meet the following eligibility requirements, in addition to the specific target population requirements shown under Section III (C) (1) (2) of this RFP:

- a. Be 14 to 21 years of age, with a preference for 16 to 21 years of age for in-school; **and**
- b. Have the right to work in the United States; **and**
- c. Be registered for Selective Service (males 18 years and older); **and**
- d. Be considered low income in accordance with Section 101 (25) of WIA; **and**
- e. Have one of the following barriers to employment:
 - i. Basic skills deficient
 - ii. School drop-out
 - iii. Homeless or runaway
 - iv. Foster child

- v. Offender
- vi. Pregnant or parenting
- vii. Other barrier that requires additional assistance

- C. Assessment and WIA 10 Program Elements** – The proposing organization will be responsible for conducting and documenting a comprehensive assessment of all participants to include basic skills, occupational skills, interests, aptitude, work readiness skills, barriers and supportive service needs. The WPWIB requires that the Career Scope assessment be used for assessing occupational skills, interests and aptitudes and assessments be used to assess basic skills. Case Managers must be TABE Certified or obtain TABE Certification within 30 days of the commencement of the contract. Assessment instruments appropriate to the population are to be used. If proposers plan to use additional tools, indicate the specific instruments that will be used. Based on the results of the assessment, a determination will be made as to which of the WIA defined ten (10) program elements, listed under Section 129 (c) (2) of WIA, will be needed by the assessed youth. Proposing organizations are responsible for entering into written agreements and establishing viable linkages with community resources to provide those program elements that will not be directly provided by the proposing organization. Contracts are required for all WPWIB approved subcontractors, and a Memorandum of Understanding (MOU) is required for all partners engaged to fulfill services relation to this RFP. In addition to the above, the proposing organization will also be responsible for the administration and evaluation of appropriate pre- and post-tests in order to measure actual performance outcomes for participants, as appropriate to the activity.
- D. Individual Service Strategy (ISS) Development** – The proposing organization will be responsible for the development and documentation of an ISS for each participant based on the results of the assessment. The ISS will be completed upon enrollment of the participant. This document will identify the participant’s short and long term goals, specific plan of activities and services to attain the goals, identification of any applicable barriers and resolutions and required supportive services. The ISS is to be periodically reviewed with the participant and adjusted, as warranted, and is to be developed within 30 days of the date of program enrollment and reviewed every 60 days thereafter.
- E. Worksite Facilitation** – The proposing organization will be responsible for the development and execution of formal worksite agreements with employers that participate in paid and unpaid work experience, summer employment, job shadowing and internship activities. This agreement will stipulate the roles and responsibilities of each party and identify the duties and expectations for the job or activity to be provided, as well as, the terms, conditions, stipulations and assurances related to the relationship. All such relationships will include supervisor and participant orientations prior to start. Evaluation process must be completed upon completion of the Worksite agreement and shared with the Job Developer and the WPWIB on a quarterly basis. When applicable, the proposing organization will collaborate with the Business Services Team, Job Developer and other appropriate Workforce Network partners or other community partners.
- F. Participant and Fiscal Reporting** – The proposing organization will be responsible for maintaining participant enrollment, service activity and outcome records, documenting and verifying applicable performance metrics and directly entering such information into VOS

case management system on a regular and ongoing basis. A detailed listing of upcoming youth activities should be provided to the WPWIB prior to the beginning of the month in which the activities take place. Specific participant and/or activity reports will be provided to the WPWIB upon request. In addition, the proposing organization will maintain a system that is sufficient for the accurate and timely accounting and reporting of all financial transactions under the contract. All requests for reimbursements will be made to WPWIB and must include a completed Cost Allocation sheet for each month for each employee whose salary is fully or completely funded by WIA funding through an awarded contract, including subcontractors. Receipts for any equipment purchased with WIA funding must be presented with the appropriate reimbursement request. For Youth Out-of-School participants, at a minimum, the following reporting is required:

- a. Monthly Literacy and Numeracy activity

G. Integration and Co-location with Virginia Workforce Centers – In the interest of establishing a seamless delivery of services for all prospective customers and in keeping with both the spirit and letter of the WIA legislation (as well as guidance from the Virginia Workforce Council) as it pertains to the participation of all mandatory partner agencies and programs, it is essential that all of the WIA Title I funded programs be operated in the most effective and integrated manner possible. Applicants to this RFP agree to comply with the expectation that the outreach and recruitment functions associated with the delivery of any proposed out-of-school youth activities being proposed will need to be located and coordinated out of the Virginia Workforce Centers to the extent possible. Ideally, all of the Youth Service Provider’s WIA staffing infrastructure, with the exception of in-school programs and some training components, will be physically located within existing Virginia Workforce Center locations. It is strongly encouraged that youth in-school activities occur in the Virginia Workforce Center locations.

H. Performance Outcomes – Successful proposals will emphasize clearly articulated program objectives and outcomes. Beginning in program year 2009, Virginia received waiver approval from the Department of Labor to implement Common Measures for WIA programs as outlined in [TRAINING AND EMPLOYMENT GUIDANCE LETTER NO. 33-12 \(TEGL 33-12\)](#). It is important for proposers to understand these common measures and how they are calculated.

I. Continuous Improvement – Proposers should describe how they will ensure continuous improvement and professional development to staff.

J. Capital Improvement Plan – Proposals should describe the proposers capital improvement plan for computers and other equipment relevant to providing excellent customer service to youth participants.

III. Reporting and Delivery Instructions:

A. Records and Reports:

1. The contractor shall keep sufficient reports and records, written and computerized, and shall cooperate with the WPWIB and any other

authorized agency, to permit the tracking of services provided and the tracking of funds expended to a level adequate to ensure that services have been properly delivered, and that funds have been lawfully spent.

2. The contractor shall review and deliver, within thirty (30) days of receipt, fully executed Close-Out Package documents (including, but not limited to: Close-out Package Summary Sheet; contractor Assignment of Refunds, Rebate and Credits; contractor Release; contract Close-out Tax Certification; and Non-Expendable Property Listing). Such reports and records shall become the property of the WPWIB without restriction, reservation, or limitation of usage. Such reports and records are subject to Virginia Statutes, and shall be retained by the contractor as required thereunder, but in no instance shall such records and reports be disposed of within three (3) years after the date of termination of this contract, or of an audit of the contractor, whichever occurs later.
3. Should the contractor plan to dissolve its legal status as a business entity, it shall provide the WPWIB thirty (30) days written notice prior to such occurrence; if involuntary dissolution occurs, the contractor shall designate an acceptable custodian of records and inform the WPWIB of the location of any and all reports and records regarding activities funded under this contract. The contractor shall transfer all records and reports regarding WIA activities funded under this contract upon demand by the WPWIB. Such records shall be transmitted to the WPWIB in an acceptable condition for storage.
4. The contractor must submit all reports and information requested by the WPWIB in the manner prescribed by this section. The contractor must use the required forms for submitting all reports unless a form has not been developed or is not applicable. All required reports and information must be hand delivered, by postal mail, email, or faxed to the WPWIB Office. The contractor is responsible for submitted documents for any applicable subcontractors. The WPWIB reserves the right to add, delete or modify its request for reports and information reporting procedure, including, without limitation, the frequency, detail and contents of the same to ensure full compliance with all program requirements.
5. The contractor must participate in the WPWIB's training documentation process, utilize an approved participant orientation process and communication plan for participants.

B. Monthly Reports:

All required monthly reports must be received in the WPWIB Office on or before

the fifth (5th) day of the month directly following the monthly reporting period or as otherwise specified by the WPWIB. (Example: report received the 5th of February for the reporting month of January)

1. The following is a list of the current monthly information required from the contractor:
 - a) Number of participants enrolled in active status and follow-up
 - 1) by Case Manager,
 - 2) by county.
 - b) Number of participants by county who receive GED.
 - c) For those in (b) describe:
 - 1) how many in post-secondary education and list institution.
 - 2) how many in jobs and list employer,
 - 3) how many enlisted in military,
 - 4) other.
 - d) Number of new enrollees by county.
 - e) Number of exited participants by locale.
 - f) Number of active participants receiving each supportive service.
 - g) Local performance measures.
 - h) Expenditure Reimbursements.
 - i) Literacy/Numeracy gains and activities for each out of-school basic schools deficient participants
 - j) Activity listing which provides detailed information regarding upcoming youth activities.
 - k) Any other report as required by the WPWIB.

Attachment A

GENERAL TERMS AND CONDITIONS

1. Definitions

The following terms will have the meaning as set forth below:

- a) “May” is permissive.
- b) “Will” is imperative
- c) “Subcontract” will mean any contract, agreement, or purchase entered into by the Contractor with a third party for the purpose of procuring property and/or services under this contract.

2. Change

The WPWIB Executive Director may at any time, by written order and without prior notice to the contractor, make changes within the general scope of this contract. If any such change causes an increase or decrease in the cost of or time required for the performance of any part of the services under this contract, whether changed or unchanged by the change order, an equitable adjustment will be made and the contract modified accordingly in writing. Any claim by the contractor for adjustment under this clause must be asserted within 30 days from the date of receipt of the notification of change. Failure to agree to any adjustment will be a dispute concerning a question of fact within the meaning of the clause of this contract entitled “Disputes.” However, nothing in this clause will excuse the contractor from proceeding with the contract as changed.

3. Stop Work/Suspension of Performance

The WPWIB may issue a stop performance order with fourteen (14) days written notice to the Contractor. The Contractor, upon receipt of such written notice, will stop performance on the date specified in the notice and incur no further costs and will not undertake any further performance until directed to do so in writing by the WPWIB. Any costs incurred or performances done by the Contractor after receipt of a stop performance notice is at the sole risk of the Contractor. WPWIB will be liable for payment of all services rendered prior to the effective date of the stop performance order. Under no circumstances will a stop performance notice be used to terminate a contract. In any case, where it is determined that performance will not be permitted to be resumed, a formal termination notice will be issued. The Contractor may request a waiver to continue service for active clients with a clear performance improvement plan that is approved by the WPWIB.

4. Termination for Convenience

This contract may be terminated by WPWIB for convenience when WPWIB determines that it is in its best interest to do so. Any termination for convenience will be preceded by written order setting forth the effective date of said termination. The termination shall be

effective within thirty (30) calendar days after the order is issued unless a lesser time is mutually agreed upon by both parties. The Contractor has sixty (60) calendar days after the effective date to bill for payment. Contractor shall be entitled to receive just and equitable compensation for any services performed hereunder through the date of termination or suspension. After receipt of the Notice of Termination, the Contractor will cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment, and miscellaneous items. In addition, the Contractor will exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding covering personal services that extend beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such canceled commitments, the Contractor agrees to each of the following:

- a. Settle all outstanding liabilities and all claims arising out of such cancellation of commitments. The WPWIB must approve or ratify all such settlements, which approval or ratification shall not be unreasonably withheld. The WPWIB's approval or ratification of such settlements will be final for all purposes of this clause.
- b. Assign to the WPWIB in the manner, at the time, and to the extent reasonably directed by the WPWIB all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated. At its discretion the WPWIB will have the right to settle or pay any or all claims arising out of the termination of such order and subcontracts.

4. Termination for Default

If the Contractor fails to perform under this contract or fails to make satisfactory progress so as to endanger performance, the WPWIB will advise the Contractor in writing, and the Contractor has thirty (30) days from receipt of such notice to correct the condition or to respond with a plan agreeable to WPWIB to correct said deficiencies. Upon failure of the Contractor to respond within the appointed time or if the deficiency is not satisfactorily remedied, the WPWIB may terminate the contract by providing a written termination order that shall become effective within fifteen (15) days. In the event of such termination, the Contractor will be paid to the date of termination of such work as has been properly performed hereunder in accordance with the payment provisions. Final billing for payment must be received by WPWIB within forty-five (45) days of termination date.

Contractor shall give WPWIB written notice of any perceived breach of this contract and it shall give WPWIB thirty (30) business days to cure any perceived breach under the contract. If WPWIB fails to cure such breach, Contractor may terminate the contract and cease performance without liability for any damages or costs.

5. Disputes

The Contractor agrees to communicate openly and directly and make every effort to resolve any problems or disputes in a cooperative manner. In the event that a party to this contract defaults in the performance of any of the terms or obligations imposed upon such party by this contract or the transactions contemplated hereby, the non-defaulting party may institute legal proceedings to enforce the provisions of this contract. The parties retain all rights at

law and in equity to enforce the provisions of this contract in accordance with applicable law.

Contractor shall ensure that all participants served under this contract are properly informed of their rights and benefits including the right to file a grievance or a complaint with the WPWIB or as otherwise provided by law.

6. Contract Modifications

Except as specifically set forth herein otherwise, WPWIB may amend or modify this contract only with written bilateral agreement of the Contractor. Reimbursements and the total dollar amount may be adjusted retroactively to reflect cost changes when those have been established through the appropriate process and subsequently identified in a modification to the Contractor's budget.

The contract will be unilaterally amended by WPWIB to reflect any applicable mandatory changes in regulations, policies or law, which amendment will be effective upon the receipt by Contractor of a Contract Modification signed by the WPWIB. This contract may be renewed on a yearly basis for a period no longer than the term of the original contract, as provided in the Request for Proposal. Any extension is contingent upon satisfactory performance evaluations by WPWIB and is subject to the availability of funds. The terms and conditions of any extension shall be negotiated prior to the effective date of the extension.

7. Financial Limitation

The WPWIB will have no liability for any costs incurred above the ceiling limit shown on the Total WIA Request line of the Application Cover Page for this contract. Any costs incurred by the Contractor above that limit during the performance period, July 1, 2013, through June 30, 2014, will be at the sole risk of the Contractor. This provision in no way restricts the right to increase the ceiling by mutual consent of both parties; provided, however, that such increase is accomplished prior to any incurred cost exceeding the existing ceiling.

8. Eligibility Certification

The Contractor agrees that all participants under this contract must be certified eligible as set forth in the Request for Proposal and applicable regulations and policies. Eligibility certification will be performed, documented, and maintained by the Contractor with periodic review by WPWIB, as it deems appropriate in the circumstances, or as otherwise permitted or contemplated in the contract document and applicable regulations and policies. Contractor agrees to take those actions necessary to address in a reasonably prompt fashion any eligibility issues that may arise during the term of the contract.

9. Nondiscrimination

- a. This contract is subject to the rules and regulations contained in Title VI and Title VII of the Civil rights Act of 1964 (42 U.S.C. 2000 et seq.), as amended by the

Equal Opportunity Act of 1972 (42 U.S.C. 2000e), the Age Discrimination in Employment Act (29 U.S.C. 620 et seq.), the Age Discrimination Act (42 U.S.C. 6101 et seq.), the Rehabilitation Act (29 U.S.C. 794 et seq.), and the Education Amendments of 1972, Title IX-Sex. In undertaking to carryout its obligation under said Acts and Regulation(s), the contractor specifically agrees that all work/training for which it receives federal financial assistance through this contract will be carried out in such a manner that no person involved in the work/training will be discriminated against in ways set forth in the Acts and political affiliations, or beliefs. Contractor will make available to all participants under this contract information regarding his/her obligations under this section in such form and at such times as the WPWIB may specify.

- b. Participants under this program will be subject to the same rules and regulations, and will receive no less than those benefits/services of other employees similarly employed or trainees of the Contractor.
- c. Contractor will also comply with the requirements of the Virginia Fair Employment Act.

10. Availability of Funds

It is understood and agreed between the Contractor and the WPWIB that the WPWIB will be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract. WPWIB shall endeavor to provide Contractor with as much advance notice as possible of a termination of funds, but in any event shall provide no less than ten (10) days written notice of such termination. Notwithstanding the foregoing, if the WPWIB receives less than ten (10) days' notice from a governmental agency governing, overseeing, controlling or otherwise affecting the operations of the WPWIB ("Governmental Agency") that such funds are not available or no longer available or no longer available for the purposes of this contract, then the WPWIB shall give to the Contractor notice which is reasonable under the circumstances.

11. Accountability for Funds

The Contractor agrees to receive, administer, disburse, and account for the said funds and such property as may be acquired therewith or otherwise be placed under its control in accordance with all applicable local, state, and federal requirements. By receipt of said funds, the Contractor will be accountable for the expenditure and proper application of said funds. Any required repayment will not be by or from federal funds. The Contractor agrees to be responsible for verification of verification of licensing, background checks and liability insurance for any vendors arranged to service participants.

12. Cost Liability

Neither the Governor, the Commonwealth of Virginia, nor the WPWIB assumes liability by virtue of this contract for any costs incurred above the amount provided pursuant to this contract for costs incurred by the Contractor that are determined to be unallowable. Any such costs will be at the sole risk of the Contractor.

The Contractor is responsible to ensure that all known outstanding financial obligations under this contract, except for wages and salaries incurred, have been paid within forty-five (45) days after the contract ending date (“Closeout Period”). Upon expiration of this Closeout Period, the WPWIB no longer has any liability for such costs, and they become the sole financial responsibility of the Contractor.

Furthermore, any contract funds in the possession of the Contractor for these obligations revert to the control of the WPWIB and must be returned immediately, unless specifically directed otherwise in writing by the WPWIB. In the event that there are unusual circumstances which may prevent the Contractor from satisfying the obligation to return the funds in the time provided, Contractor must notify the WPWIB in writing within thirty (30) days after the contract ending date. Such notification will in no way be construed as relieving the Contractor of stated responsibility and liability nor as any acceptance of liability on the part of the WPWIB. Notwithstanding the foregoing, if a Governmental Agency requires a Closeout Period that is less than forty-five (45) days after the contract ending date, then the parties agree that the time periods in this Section shall be reduced accordingly.

13. Allowable Costs

- a. Funds granted under the Workforce Investment Act may be expended only for purposes specified in this contract.
- b. The program activities against which program costs will be allocated, controlled, and reported are as directed in applicable regulations.

14. Payments

- a. Payments for contract services shall be cost reimbursement only.
- b. No payment shall be due the Contractor for work performed prior to the effective date nor beyond the termination date of the contract. Advance payment status may be requested but will be subject to approval by WPWIB.

15. Final Reimbursement Request and Contract Closeout Report

Contractor shall submit to WPWIB a monthly reimbursement request that provides sufficient detail for a proper pre-audit and post-audit inventory and other items pertinent to the requirements of this contract with WPWIB. WPWIB has no obligation to reimburse Contractor unless and until its reimbursement request complies with the requirements of this Section and all applicable WIA requirements.

16. Withholding of Payment

WPWIB may withhold payment of any final invoice may be withheld until the Contractor has completed required actions to close out the contract as set forth in this document or otherwise required by applicable regulations and policies.

15. Property Accountability

- a. All consumable property acquired through this contract, unless specifically exempted, shall revert to the WPWIB upon the termination of this contract and shall be promptly returned to WPWIB; provided, however that the WPWIB may assign such property to the Contractor for use under another or a subsequent contract.
- b. The Contractor assumes responsibility for inventory control, maintenance, physical security, and return to WPWIB of non-consumable property provided or made available to Contractor for administration of this contract.
- c. Contractor must obtain approval from WPWIB prior to purchasing or getting any commitment to purchase or acquire any non-consumable property using contract funds. (Approval of budget figures for purchasing and/or renting non-consumable property does not constitute approval for purchase or rental.)
- d. Intangible Property:
 - i. Inventions and Patents – The Contractor will report promptly and fully to the WPWIB any program which produces patentable items, patent rights, processes or inventions in the course of work under this contract. Unless the Contractor and the WPWIB previously agree on the disposition, the WPWIB will determine whether protection of the invention or discovery will be sought. The WPWIB will also determine how the invention or discovery rights, including rights under any patent issued thereon, will be allocated and administered.
 - ii. Copyrights – Unless otherwise provided in the terms and conditions of the contract, the Contractor may copyright material or permit others to do so for copyrightable material developed under a contract. If any material developed under this contract is copyrighted, the Department of Labor will have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, and otherwise use, and authorize others to use the work for federal purposes.

18. Loss or Theft of Federal Property

All equipment or other non-consumable property purchased through this contract is WPWIB property. In any instance of loss or theft of such property, the Contractor will take the following minimum actions:

- a. Report the loss or theft to local police and request a copy of the police report; and
- b. Report the loss or theft in writing to the WPWIB with a copy of the report to the Property Officer and a copy to the Contractor's file. Include in the report at least the following:

- i. A description of the missing article of property including the cost, serial number, WIA tag numbers, and other such pertinent information;
- ii. A description of the circumstances surrounding the loss or theft; and
- iii. A copy of the police report or, should the police not make such information available, a description of the report made to the police, including the date and name of the police officer who declined to make the police report

19. Reporting Requirements in General

Contractor will prepare and submit reports to WPWIB as set forth in the Request for Proposal, required by applicable regulations or policies, and/or otherwise required by a Governmental Agency. Contractor will prepare and submit monthly costs reports to WPWIB and shall prepare and submit additional or supplemental reports to WPWIB as may be reasonably requested by WPWIB. Contractor shall promptly submit any information requested or required hereunder by the due date specified or, if no such time is specified, within a reasonable period of time in light of the circumstances.

20. Retention of Records

Contractor will be responsible for maintaining all financial records, statistical records, property records, applicant and participant records, supporting documentation, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years from the date of the final payment of this contract, or until all audits are complete and findings on all claims have finally been resolved, whichever is longer. Records for equipment shall be maintained beyond the prescribed period if necessary to ensure that they are retained for three (3) years after final disposition of the property.

The Contractor will cooperate with WPWIB to facilitate the duplication and/or transfer of any said records or documents during the required retention period. If the Contractor is unable to retain the records for the required period, the Contractor will notify WPWIB in writing and request instructions. Contractor shall not dispose of any records without the prior written consent of WPWIB.

21. Confidentiality of Records

Contractor shall maintain and not disclose information concerning applicants and participants except as permitted by state and federal law. Contractor shall, as applicable, comply with the Privacy Act of 1974, 5 U.S.C. 552a (1994 & Supp. II 1996) (amended 1997, 5 U.S.C.A. 552a) (West Supp. 1998), related to the release of all personally identifiable records.

22. Court Actions

The contractor agrees to give the WPWIB immediate notice in writing of any action or suits filed and prompt notice of any claims made against the Contractor, subcontractor, or any of the parties involved in the implementation and administration of the WIA program.

23. Right of Access

Contractor acknowledges and agrees that during normal business hours the VCCS, the U.S. Secretary of Labor, the Comptroller General of the United States, the WPWIB, or any of their representatives will have access to work and training sites and to any books, documents, papers, and records (including computer records) of the contractor and its subcontractors which are directly pertinent to this contract, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to the contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

24. Insurance

WPWIB shall have no liability with respect to bodily injury, illness, or any other damages or loss to person or property in the Contractor's organization or with respect to third-parties. The Contractor will obtain a public liability insurance policy by a carrier authorized to provide such coverage in the Commonwealth of Virginia with a limit of coverage of not less than \$1,000,000.00 and naming WPWIB as an additional insured. Contractor shall promptly provide a certificate evidencing such coverage to WPWIB upon request.

25. Indemnity

Contractor agrees to defend, indemnify, and hold harmless the WPWIB and all of the WPWIB's officers, agents, or employees against all claims, losses, suits, judgments, or damages, including the cost of administrative proceedings, court costs and attorney's fees, arising out of any acts, actions, negligence or omissions, or willful misconduct by the Contractor, and its agents, subcontractors, or employees, during the performance of this contract. In the event that the Contractor and the WPWIB commit joint negligent acts or omissions, the Contractor shall not be liable for nor have the obligation to defend the WPWIB with respect to that part of the joint negligent act or omission committed by the WPWIB. In no event shall the Contractor be liable for or have any obligation to defend the WPWIB against such claims, suits, judgments, or damages, including costs and attorney's fees, arising solely out of any acts, actions, negligence or omissions by the WPWIB, and its agents, subcontractors or employees.

The Contractor agrees that it is an independent Contractor of the WPWIB and not an agent or employee.

26. Assurances

The Contractor makes the following representations and assurances and agrees that in its performance of this contract:

- a. Will fully comply with the Workforce Investment Act Grant, all federal regulations issued pursuant to the Grant, and all state and WPWIB policies and requirements.
- b. Will establish and use internal program management procedures sufficient to prevent fraud and program abuse.
- c. Will maintain auditable and otherwise adequate records, which support the expenditure of all funds under its contract.
- d. Will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.) as it requires removing all architectural barriers to the handicapped.
- e. Will comply with child labor requirements of the Fair Labor Standards Act or the Child Labor Laws of Virginia, whichever is more restrictive.
- f. Will comply with the provisions of the Hatch Act, which limits the political activity of certain state and local government employees.
- g. Will for contracts in excess of \$100,000, or if a facility to be used has been the subject of a citation or action under the Clean Air Act [42 U.S.C. 1857-8(c)(1)] or the Federal Water Pollution Control Act [33 U.S.C. 1319(c)] and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, assure that:
 - i. No facility to be utilized in the performance of the contract has been listed on the EPA List of Violating Facilities.
 - ii. It will notice the WPWIB of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
 - iii. It will include substantially this assurance, including this third part, in every non-exempt subcontract.
- h. Will comply, to the extent applicable to this contract, with the Executive Order 11246 (Equal Employment Opportunities), the Copeland Anti-Kick-Back@ Act and the Davis-Bacon Act.
- i. Will comply with all applicable provisions of the Americans with Disabilities Act.

27. Title to Property Acquired or Materials Developed

Title to all property furnished by the WPWIB will remain with the WPWIB unless or until such title is specifically relinquished in writing by the WPWIB. Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost or materials developed will pass to and vest in the WPWIB upon delivery of such property by the vendor or materials by the Contractor.

Property and materials developed, the cost of which is reimbursable to the Contractor under this contract, will pass to and vest in the WPWIB upon:

- a. Commencement of processing or use of such property and/or materials developed in the performance of the contract, or
- b. Reimbursement of the cost thereof by the WPWIB in whole or in part, whichever first occurs.

Title to Property will not be affected by the incorporation of attachment thereof to any property and/or materials not owned by the WPWIB or any part thereof that becomes a fixture or loses its identity or personality by reason of affixation to any realty.

28. Ownership of Materials

The VCCS, the USDOL, and the WPWIB will have unlimited rights to any data, materials, reports, studies, photographs, negatives, films, videos, or other documents first produced or delivered under this contract.

29. Order of Precedence

In the event there are inconsistencies or conflicts in the contract, unless otherwise provided therein, the inconsistencies shall be resolved by giving precedence, as applicable, in the following order:

- a. The Workforce Investment Act,
- b. State Procurement law,
- c. The regulations as approved by the Secretary of Labor,
- d. And this Request for Proposal and the general terms and conditions as set forth herein.

30. Federal Rules and Regulations

The Contractor agrees to comply with all present or future federal and/or state rules and regulations imposed upon the WPWIB. The Contractor further agrees that, as a result of any changes in the Workforce Investment Act funding, passage of replacement legislation, or other legislation causing a change to current legislation which affects this contract programmatically and/or monetarily, compliance on the Contractor's part is assured. The Contractor agrees to contract modifications being issued to implement

changes, if such changes are considered within the scope of original intent of this contract and the parties' bargain for exchange. If such changes materially alter the parties bargained for exchange, the contract will be deemed to have been terminated by act of law and settlement will be made under General Terms and Conditions "Termination for Convenience." Furthermore, since all funding for this contract is contingent on the availability of federal funds by authorization and appropriation for activities contained in the contract, the WPWIB reserves the right to unilaterally amend or terminate the contract should the necessary funding authorizations and appropriations not be made or be changed after initially being enacted.

31. Internal Organization

The Contractor agrees that it will not, by act of commission or omission, do or fail to do any act that would hinder, frustrate or delay performance of this contract or any act or duty required hereby.

32. Assignment

The Contractor will not assign this contract, in whole or in part without the written consent of the WPWIB; provided, however, that in no case will such consent relieve the Contractor from the obligation under or change the terms of the contract. The Contractor will not transfer or assign any contract funds or claims due or to become due without the written approval of the WPWIB having been obtained. The transfer or assignment of any contract funds, either in whole or in part, or any interest therein, which will be due or become due to the Contractor, shall be null and void.

33. Subcontracting

All subcontractors and/or partners who will participate in the administration of the contract must be approved by WPWIB and WPWIB must approve and be provided with a copy of executed subcontracts or MOU's prior to such entity performing any services covered by the contract. As soon as reasonably practical following the notice of award, the Contractor shall furnish to WPWIB in writing the identity of any proposed subcontractors and/or partners and drafts of proposed subcontracts or MOU's. WPWIB must reply within fourteen (14) days of receipt of subcontractor/partner information indicating whether it has a reasonable objection to any such subcontractor/partner. If the Contractor receives no objection by the end of the fourteen (14) day period, the Contractor may proceed to contract with such subcontractor/partner so identified. If WPWIB has reasonable objection to the proposed subcontractor/partner or the proposed subcontract, Contractor shall address those objections by identifying another subcontractor/partner or presenting a different subcontract. Notwithstanding anything contained herein to the contrary, Contractor shall cause all subcontracts to contain a provision incorporating the terms of the Request for Proposal, including without limitation these Terms and Conditions, by reference or otherwise, and to be made a part of any and all such subcontracts such that the same are legally binding upon the subcontractors and/or partners.

34. Standard of Conduct

The Contractor hereby agrees that in administering this sub-grant and/or contract, they will comply with the standards of conduct, hereinafter specified, for maintaining the integrity of the project and avoiding any conflict of interest.

a. General Assurance

Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The services will be administered in an impartial manner, free from personal, financial, or political gain. The Contractor, their executive staff and employees, in administering these services, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

b. Conducting Business Involving Relatives

No relatives by blood, adoption, or marriage for any executive or employee of the Contractor will receive favorable treatment for enrollment into services provided by, or employment with the Contractor. The Contractor will also avoid entering into any agreements for services with a relative by blood, adoption, or marriage. When it is in the public interest for the Contractor to conduct business (only for the purpose of services to be provided) with a relative, the Contractor will obtain approval from the WPWIB before entering into an agreement. All correspondence will be kept on file and available for monitoring and audit reviews.

c. Conducting Business Involving Close Personal Friends and Associates

Contractor will ensure that its executives and employees will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the services, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, a permanent record of the transaction will be retained.

d. Avoidance of Conflict of Economic Interest

The Contractor shall ensure that none of its executives, officers, agents, representatives, or employees will solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by this contract. Supplies, materials, equipment, or services purchased with contract funds will be used solely for purposes allowed hereunder.

35. Bonding

Contractor shall secure and maintain a blanket fidelity bond for all officers, directors, agents, and employees of the Contractor/subcontractor with authority over and accessibility to WIA funds. Coverage will be in the sum of \$100,000. Once contracts are awarded, the face value of the bond must be at least the total of all contracts awarded or \$100,000, whichever is less.

36. Coverage

All entities/organizations funded, either partially or wholly using Workforce Investment Act funds, will be required to obtain, have in force and produce documentation of coverage necessary to cover any disallowed cost that may result from their activities under the Workforce Investment Act. All entities must meet this requirement as a condition of receiving a contract with the WPWIB and subsequent funding.

37. Performance

The WPWIB may monitor and evaluate the Contractor's performance under the contract through analysis of required reports, expenditure statements, site visits, interviews with or surveys of relevant agencies/organizations and individuals having knowledge of the Contractor's services or operations, audit reports and other mechanisms deemed appropriate by the WPWIB. Performance under this contract may be a consideration in future contracts and negotiations. WPWIB reserves the right to increase monitoring and reporting frequency in the event that there are contract or compliance issues in connection with the Contractor's performance of services hereunder.

38. Audit

The Contractor will have an independent audit performed annually. The Contractor will ensure that the auditor, immediately and in writing, notifies the WPWIB of possible acts of fraud discovered during the performance of the audit. The Contractor will ensure the auditor issues the WPWIB a copy of the audit report within sixty (60) days of its completion. The WIB, VCCS, and the Virginia Auditor of Public Accounts will determine the acceptability of the audit reports.

The WPWIB will provide the VCCS with written documentation of the disposition of all questioned costs and administrative finds in the audit. The disposition must detail actions taken and include appropriate supporting documentation. A determination of allowability of questioned costs will not be deemed final until accepted by the USDOL grant officer or other designated government official.

39. Modification

No waiver or modification of the terms of the contract will be valid unless in writing and duly executed by the parties to be bound thereby.

40. Public Announcements

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, the Contractor receiving funds pursuant to this contract will clearly identify:

- The percentage of the total costs of the program or project that will be financed with federal money,
- The dollar amount of federal funds for the project or program, and
- The percentage and dollar amount of the total cost of the project or program that will be financed by non-federal sources.

41. Disallowed Costs

Contractor acknowledges that WPWIB will give the VCCS timely notification of the possibility of disallowed costs incurred by its contractors and subcontractors. In appropriate cases, the VCCS will petition the USDOL for guidance. The Contractor will be responsible for the payment of any and all disallowed costs. In the event that repayment is required, the WPWIB will use prompt and efficient debt collection procedures to obtain repayment of disallowed costs. The WPWIB will not forego debt collection procedures without the express written approval of the VCCS. Any required repayment will not be by or from federal funds.

42. Waiver

No waiver of any right or remedy hereunder by either of the parties shall be deemed a waiver of any other right or any subsequent right or remedy.

43. Independent Contractor

The parties agree that Contractor shall be an independent contractor in the performance of this contract. Nothing herein shall be deemed to create a joint venture or partnership between the parties and neither party shall hold itself out as the other's agent, joint venture, or partner for any purpose.

44. Severability

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this contract, which shall remain in full force and effect and enforceable in accordance with its terms, except to the extent that continuing to enforce the remainder will materially alter the parties' bargain.

45. Headings

Descriptive headings are inserted herein for convenience only and do not constitute part of the contract.

46. Survival

Notwithstanding any termination, cancellation, or expiration of this contract, provisions which by their terms are intended to survive and continue shall so survive and continue.

47. Governing Law

This contract shall be construed under the laws of the Commonwealth of Virginia without regard to conflict of law rules that would require application of the laws of another jurisdiction.

Attachment B

West Piedmont Workforce Investment Board Frequently Asked Questions Regarding WIA Administrative Costs

The SGA states that there is a 5% limit on administrative costs. What are considered administrative costs?

The definition of administrative costs for WIA-funded programs can be found in the WIA regulations at 20 CFR 667.220. The definition is function-based; therefore, only the costs associated with performing the activities or functions listed in the regulations and ones that are not related to the direct provision of workforce investment services are considered to be administrative costs. Some guidance:

- Accounting, financial, cash management, budget activities, procurement, personnel, payroll, property management, audit, and general legal services functions are administrative in nature, as are coordinating the resolution of findings arising from audits, reviews, investigations, and incident reports and developing systems and procedures, including information systems, required for these administrative functions.
- Oversight and monitoring activities are classified depending on whether the activity being monitored is administrative or programmatic in nature.
- The costs of supplies and equipment used for administrative functions or activities and the cost of staff that perform and/or supervise administrative functions or activities are considered administrative costs.
- This definition of administrative costs is different from facilities and administration costs referred to in OMB Circular A-21.

If the cost of a function or activity in question is not listed as an administrative cost in 20 CFR 667.220, then such cost can be considered a program cost and is not counted against the 5 percent limit. Please note that the administrative cost limit is applied against the direct grantee; sub-grantees under the CBJTGs will not be required to report administrative costs.

What is the relationship between the community college's indirect costs and the 5% limit on administrative costs?

While indirect costs are often the overhead costs of an organization, the classification of indirect costs as administrative or program costs depends wholly on the function of the cost. Specific costs charged to an overhead or indirect cost pool that can be identified directly as a program cost are to be charged as a program cost, and documentation of such charges must be maintained. ETA suggests looking at the composition of the indirect cost pool to determine the type of costs included and the extent to which those costs are either administrative or programmatic costs under the definition of administrative cost found in the WIA regulations at 20 CFR 667.220.

Is the cost of program management/the project director considered administrative or programmatic?

The personnel costs associated with project director and/or program manager positions must be allocated between administrative and programmatic costs based on the activities performed by the individual(s). The cost of the project director/program manager's time spent performing activities or supervising functions other than those listed in the WIA definition of administrative costs (e.g., accounting, payroll, procurement, etc.) would be

considered program costs even though the individuals performing these activities are part of the organization's program management.

Attachment C

West Piedmont Workforce Investment Board Timeline of Events for Youth Program Services RFP*

February 12	RFP posted electronically on website during this timeframe
February 12	RFP advertised in regional newspapers
February 18	Technical assistance conference call scheduled for 10:30 a.m., EST
March 20	Proposals are due by 4:30 p.m., EST
March 21-26	Proposals are reviewed by staff confirming all components are present
March 27	Proposals delivered to Selection Committee for review
April 7-11	Selection committee meets during this week
April 14-16	Selection committee may meet again during this week if needed
April 17-22	Youth Council considers approving selection committee's recommendations during this timeframe
April 22-25	Finance Committee and Executive Committee (special meeting) review and consider approving proposed budgets and selection committee's recommendations during this timeframe
April 28	WPWIB reviews and considers approving selection committee's recommendations
April 29-30	Vendors notified of selection
May 9-10	Deadline for appeals (10 days after award notification is publicized)
May-June	Budget adjustments (as prior to this we will not have allocation from state)
July 1	Funds become available

* Dates are subject to change based on availability of WPWIB Committees and Board.

Attachment D

West Piedmont Workforce Investment Board WIA Youth Year-Round RFP Key Definitions

ASSESSMENT – a documented review of basic skills, academic history, occupational skills, prior work experience, employability, interests, aptitudes (including interests and aptitudes for nontraditional jobs), barriers, supportive service needs and developmental needs of youth. A recent assessment by a cognizant organization (school division, housing authority, department of social services or other educational or training program) that addresses the academic and service needs of a youth, that is no older than six months, may be used for assessment purposes.

BASIC SKILLS DEFICIENT – at a minimum must include:

- (A) computes or solves problems, reads, writes, or speaks English at or below the 8th grade level on a generally accepted standardized test or a comparable score on a criterion-referenced test; or
- (B) is unable to compute or solve problems, read, write, or speak English at a level necessary to function on the job, in the individual's family, or in society. [20 C.F.R. §664.205(a)].

CASE MANAGEMENT SERVICES - the provision of a client-centered approach in the delivery of services, designed to:

- 1) Prepare and coordinate comprehensive employment plans, such as service strategies, for participants to ensure access to necessary workforce investment activities and supportive services, using, where feasible, computer-based technologies; and
- 2) Provide job and career counseling during program participation and after job placement.

COMMUNITY-BASED ORGANIZATION - a private nonprofit organization that is representative of a community or a significant segment of a community and that has demonstrated expertise and effectiveness in the field of workforce investment.

CREDENTIAL – Nationally recognized degree or certificate or State recognized credential (H.S. Diploma/GED, postsecondary degrees, recognized skills standards, National Career Readiness, licensure, apprenticeship or industry recognized certificates).

FAMILY - two or more persons related by blood, marriage, or decree of court, who are living in a single residence, and are included in one or more of the following categories:

- 1) a husband, wife, and dependent children
- 2) a parent or guardian and dependent children
- 3) a husband and wife

HOMELESS – an individual who lacks a fixed, regular, and adequate nighttime residence; and who has a primary nighttime residence that is:

- 1) a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill); or

- 2) an institution that provides a temporary residence for individuals intended to be institutionalized; or
- 3) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings

IN-SCHOOL YOUTH – a youth attending any school, including alternative school, when the education leads to a High School Diploma.

INDIVIDUAL WITH A DISABILITY – an individual with any disability (as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102)).

INDIVIDUAL SERVICE STRATEGY (ISS) – the term “Individual Service Strategy” means a written individual plan for the participant, which shall include an employment and/or program goal, appropriate achievement objectives, combination of specific program services for the participant based on the assessment, identification of service providers and a projected timeline for the delivery of services and demonstrated achievement. The ISS is to be reviewed regularly with the participant and modified, as needed.

INTERNSHIP – A paid or unpaid internship is an opportunity created by an employer to provide an on-the-job practice. This may be done in collaboration with a participant’s school, so academic credit and real world work experience can be earned at the same time. Internships are typically for short periods of time and are developed to provide guidance, supervision and evaluation of the youth’s work as an intern.

JOB SEARCH TECHNIQUES – provision of instruction and support to provide skills to assist in the obtainment of full time employment. Services may include, but are not limited to, the following:

- 1) Resume writing
- 2) Interviewing skills
- 3) Labor market guidance
- 4) Telephone techniques
- 5) Information on job openings
- 6) Job acquisition strategies
- 7) The provision of office space and supplies for the job search
- 8) Coordination with the One-Stop System resources

JOB SHADOW – unpaid short-term activity offered by an employer who agrees to engage a student to follow or “shadow” them throughout their work day, providing insight on the duties and skills of the position, and information on career tracks.

LEADERSHIP DEVELOPMENT OPPORTUNITIES – the term “Leadership Development Opportunities” means the following activities:

- 1) Exposure to post-secondary educational opportunities;
- 2) Community and service learning projects;
- 3) Peer-centered activities, including peer mentoring and tutoring;
- 4) Organizational and team work training, including team leadership training;
- 5) Training in decision-making, including determining priorities;

- 6) Citizenship training, including life skills training such as parenting, work behavior training, and budgeting of resources.

LOW-INCOME INDIVIDUAL - The term “low-income individual” means an individual who either:

- 1) Receives or is a member of a family who receive cash public assistance payments (TANF, SSI, GA, RA); or
- 2) Has family income at or below the higher of the federal poverty level or 70 percent LLSIL; or
- 3) Receives or is a member of a family that receives food stamps (or has been determined eligible to receive within six (6) months prior to application); or
- 4) Is a Homeless Individual, as defined by the Stewart B. McKinney Homeless Assistance Act (42 U.S.C.11302); or
- 5) Is a Foster Child on behalf of whom State or local government payments are made; or
- 6) A Disabled Individual who has personal income at or below the higher of the federal poverty level or 70 percent LLSIL who otherwise would be over the income guidelines by considering the income of other family members.

MENTORING – “one on one” training provided by an adult volunteer that would assist a youth to successfully complete training or a program of workforce development services and/or maintain employment, through counseling, tutoring and on the job interaction. Mentoring may take the form of educational mentoring, career mentoring and/or personal development mentoring.

OCCUPATIONAL SKILLS TRAINING – is short-term vocational skills training that provide participants with the skills necessary to obtain employment in career ladders leading to self – sufficiency. Occupational skills training may be up to two consecutive years and must result in the award of a recognized credential upon the successful completion of training.

OFFENDER - any adult or juvenile:

- 1) who is or has been subject to any stage of the criminal justice process, for whom services under this Act may be beneficial; or
- 2) who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.

ONE OR MORE GRADE LEVEL BEHIND – the appropriate grade level achievement is below the individual’s age.

ON-THE-JOB TRAINING (OJT) - The term “on-the-job training” means training by an employer that is provided to a paid participant while engaged in productive work in a job that

- 1) provides knowledge or skills essential to the full and adequate performance of the job;
- 2) provides reimbursement to the employer of up to 50 percent of the wage rate of the participant, for the extraordinary costs of providing the training and additional supervision related to the training; and
- 3) is limited in duration (not to exceed six (6) months) as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the

prior work experience of the participant, and the service strategy of the participant, as appropriate.

OUT-OF-SCHOOL YOUTH - The term “out-of-school youth” means

- 1) an eligible youth who is a school dropout; or
- 2) an eligible youth who has received a secondary school diploma or its equivalent but is basic skills deficient, unemployed, or underemployed.

PARTICIPANT - an individual who has been determined to be eligible to participate in and who is receiving services (except follow-up services authorized under this title) under a program authorized by this title. Participation shall be deemed to commence on the first day, following determination of eligibility, on which the individual began receiving subsidized employment, training, or other services provided under this title.

PLACEMENT – the act of securing for or by a participant unsubsidized employment for the duration of one calendar day, with an anticipated permanent duration.

POSTSECONDARY EDUCATIONAL INSTITUTION - an institution of higher education, as defined in section 481 of the Higher Education Act of 1965 (20 U.S.C. 1088).

PREGNANT OR PARENTING – a individual who is under 22 years of age and who is pregnant, or a youth (male or female) who is providing custodial care for one or more dependents under age 18.

PUBLIC ASSISTANCE - Federal, State, or local government cash payments for which eligibility is determined by a needs or income test.

RUNAWAY YOUTH – an individual under the age of 18 years of age, who absents himself or herself from home or place of legal residence without the permission of parents or legal guardian.

SCHOOL DROPOUT - an individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent.

SECONDARY SCHOOL - The term “secondary school” has the meaning given the term in section 14101 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 8801).

SIMULATED WORK - The term “Simulated Work” means an activity that takes place in a training situation where a work product is produced for the purpose of learning work maturity skills and/or specific occupational skills rather than for the purpose of producing the work product.

SUPPORTIVE SERVICES - services such as transportation, child care, dependent care, housing, referral to medical services, work and/or training related tools, materials, supplies, attire, etc... that are necessary to enable an individual to participate in program activities. Supportive services for participants are to primarily be provided through referrals to various community resource organizations.

TRAINING – a systematic, planned sequence of instruction or other learning experiences on an individual or group basis under competent supervision which is designed to impart skills, knowledge, or abilities to prepare individuals for unsubsidized employment.

WIA 10 ELEMENTS – are as follows:

- 1) Tutoring, study skills, and instruction, leading to completion of secondary school, including school dropout prevention strategies
- 2) Alternative secondary school services
- 3) Summer employment opportunities that are directly linked to academic and occupational learning
- 4) Paid and unpaid work experiences
- 5) Occupational skills training
- 6) Leadership development opportunities
- 7) Supportive services
- 8) Adult mentoring
- 9) Comprehensive guidance and counseling
- 10) Follow-up services for at least 12 months after program completion

It should be noted that each participant is not required to receive all 10 elements. Participants are required to receive only those elements that they are determined to need based on their assessment.

WORK EXPERIENCES FOR YOUTH –

- 1) Work experiences are planned, structured learning experiences that take place in a workplace for a limited period of time. Work experiences may be paid or unpaid.
- 2) Work experience workplaces may be in the private, for-profit sector; the non-profit sector; or the public sector.
- 3) Work experiences are designed to enable youth to gain exposure to the working world and its requirements. Work experiences are appropriate and desirable activities for many youth throughout the year. Work experiences should help youth acquire the personal attributes, knowledge, and skills needed to obtain a job and advance in employment. The purpose is to provide the youth participant with the opportunities for career exploration and skill development and is not to benefit the employer, although the employer may, in fact, benefit from the activities performed by the youth. Work experiences may be subsidized or unsubsidized and may include the following elements:
 - a. Instruction in employability skills or generic workplace skills such as those identified by the Secretary's Commission on Achieving Necessary Skills (SCANS);
 - (2) Exposure to various aspects of an industry;
 - b. Progressively more complex tasks;
 - c. Internships and job shadowing;
 - d. The integration of basic academic skills into work activities;
 - e. Supported work, work adjustment, and other transition activities;
 - f. Entrepreneurship;
 - g. Service learning;
 - h. Paid and unpaid community service; and
 - i. Elements designed to achieve the goals of work.

UNEMPLOYED – An individual who is without a job and who wants and is available for work. The determination of whether an individual is without a job shall be made in accordance with the criteria used by the Bureau of Labor Statistics of the Department of Labor in defining individuals as unemployed.

UNDEREMPLOYED – working part-time, but desires full-time employment or is working in employment not commensurate with the individual's demonstrated level of educational attainment.

YEAR-ROUND PROGRAM – program operating 52 weeks of the year.

Attachment E

West Piedmont Workforce Investment Board Proposal Preparation Guidance

Proposals must be clearly marked on the outside envelope with “Youth Programming Response to Proposal”.

Proposals should be organized in the order in which the requirements are presented in the RFP.

All pages of the proposal should be numbered and on 8-1/2 x 11” plain white paper with 1” margins on each side. The proposal should contain a table of contents which cross-references the RFP requirements. The proposal should be arranged in the binder with the following tabs:

- Tab 1: Cover Sheet, Table of Contents, and Executive Summary
- Tab 2: Past Experiences, Performance and Staff Qualifications
- Tab 3: Service Area and Operations
- Tab 4: Service Delivery Strategies-What and How?
- Tab 5: Collaboration
- Tab 6: Budget
- Tab 7: Required Forms
- Tab 8: Miscellaneous

Information not organized in this manner risks elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

A. Specific Proposal Instructions:

Proposals should be as thorough and detailed as possible so that the WPWIB may properly evaluate the proposer’s capabilities to provide the required services. The Workforce Investment Act and related Federal regulations may be accessed on the Department of Labor’s website at www.doleta.gov. See **Attachment D** for related definitions. Proposers are required to submit the following items as a complete proposal:

- Tab 1: Cover Sheet, Table of Contents, and Executive Summary
 - a. Cover Sheet-(complete the sheet provided.)
 - b. Table of Contents-(cross-reference Tabs including page numbers).
 - c. Executive Summary-(no more than one (1) page).
Summarize how the proposer will align the service delivery system with the Vision, Action Plan, the Virginia Workforce Council, Youth Council and WPWIB Local Plan.
- Tab 2: Past Experiences, Performance and Staff Qualifications.
 - a. Describe past experiences in providing training, employment and case management services similar to those described in the RFP.

- b. List names, qualifications and experiences of personnel assigned to the project. (Must include organizational chart, job descriptions and resume for each team member.)
- c. Describe past WIA (or other youth academic, employment, and case management) performance using verifiable data.
- d. Describe goals and strategies to provide continuous improvement to meet and exceed performance measures.
- e. Describe plan for meeting Common Measures and continuous improvement of performance.
- f. Three (3) letters of reference from organizations in which similar programs have been performed. The signatory must be willing to answer reference questions, if requested as to the proposed contractor's previous performance and experiences.

Tab 3: Service Area and Operations

- a. Describe the proposed service area(s) including operation parameters to include hours, facilities, locations, accessibility, etc.
- b. Describe efforts for outreach, recruitment and retention and how they will be evaluated for continuous improvement. Provide a comprehensive plan for outreach recruitment and retention of participants.
- c. Include the target number of non-exited participants and the number of participants in follow-up you plan to serve by jurisdiction including enrolled clients from current program year based on the needs assessment.

Tab 4: Service Delivery Strategies – What and How?

- a. Describe the indicators compared in the needs assessment and how the indicators relate to the justification for the number of participants by jurisdiction.
- b. Describe what and how services will be performed according to each of the Ten Essential Elements, the Action Plan and the Vision.
- c. Describe how you will offer non-traditional post-secondary educational opportunities that include concurrent enrollment in GED and college credit classes while transitioning into skilled employment.
- d. Describe how services will be evaluated using principles for continuous improvement.

Tab 5: Collaboration

- a. Describe how you will collaborate and leverage resources with adult education programs, businesses and other community agencies to assist participants in achieving academic and employment success.
- b. Describe non-traditional means of collaboration and describe a plan to reach out to partners and tell who those partners are, what they will provide and how communication will be maintained.

Tab 6: Budget

- a. Include a line item budget utilizing the Budget Form, [Attachment F](#), adhering to the following line items
 - i. Salary & Wages – Operational
 - ii. Salary & Wages – Client Services (case managers only)
 - iii. Benefits – Operational

- iv. Benefits – Client Services (case managers only)
- v. Printing
- vi. Outreach
- vii. Postage
- viii. Telephone
- ix. Lease/rental
- x. Travel
- xi. Office Supplies
- xii. Other Operating Supplies (specify)
- xiii. Participant Services
 - 1. Tutoring
 - 2. Alternative Secondary School Offerings
 - 3. Paid Occupational Skills
 - 4. Paid Guidance & Counseling
 - 5. Summer Employment Opportunity
 - 6. Leadership Development
 - 7. Workforce Experiences
 - 8. Supportive Services
 - a. Individual Training Account (ITA)
 - b. On-the-Job Training (OJT)
 - c. Contract
 - d. Other (specify)

- b. Include a budget worksheet showing how the costs were calculated
- c. Include a budget narrative explaining each cost as it applies to the proposed program

Tab 7: Required Forms Completed (signed if necessary) or Documentation

- a. General Terms and Conditions-Attachment A
- b. Most recent Financial Audit
- c. Certification of Bonding
- d. Business Plan
- e. If your organization is a corporation, a Certificate of Incorporation and copy of the latest annual report filed with the State Corporation Commission must be submitted with the proposal. For all other non-governmental organizations, it is necessary for the proposer to submit a signed, notarized affidavit which specifies how the business is organized (partnership or proprietorship). If not a partnership or proprietorship, then the organization must be explained. For governmental organizations, no certification of legal status is necessary.
- f. If your organization is non-profit, evidence of the non-profit status must be submitted.

Tab 8: Miscellaneous

- a. Include any other information, references, etc., not specifically required in the previous Tabs, if proposer chooses.

B. Evaluation and Award Criteria

Proposals shall be evaluated by the WPWIB using the following criteria:

Criteria Category	Tab #	Possible Points
Past Experiences, Performance and Staff Qualifications	Tab 2	35 possible points
Services: Areas, Operations and Delivery Strategy	Tabs 3 and 4	40 possible points
Collaboration	Tab 5	15 possible points
Budget	Tab 6	10 possible points
Total		100 possible points

The WPWIB may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia 2.2-4359D). Should the WPWIB determine in writing and in its sole discretion that only one proposer is fully qualified, or that one proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that proposer.

Attachment F

Tab 6- Attachment F

PY 14/15 Budget		
Agency Name		
Locality of services		
SUMMARY	Budgeted	
<i>Total expenses</i>	0.00	
EXPENSE DETAILS	Budgeted	NOTES
<u>Program Implementation Expenses</u>		
Salary & Wages- Operational		
Benefits- Operational		
Salary & Wages- Client Services (Case Managers Only)		
Benefits-Client Services (case managers only)		
Printing		
Outreach		
Postage		
Telephone		
Lease/rental		
Travel		
Office Supplies		
Other Operating Supplies (specify)		
<i>Total Implementation</i>	0.00	
<u>Participant Services Expenses</u>		
Tutoring		
Alternative Secondary School Offerings		
Paid Occupational Skills Training		
Paid Guidance & Counseling		
Summer Employment Opportunity		
Leadership Development		
Workforce Experiences		
Training Services		
Follow-up		
Internships		
On-the-Job Training (OJT)		
Supportive Services		
Other (Specify)		
<i>Total Participant</i>	0.00	

The following attachments should be included under Tab 7:

- A. Disclosure of Lobbying (See Attachment G)**
- B. Certifications (See Attachment H)**
 - a. Compliance with Nondiscrimination and Equal Opportunity Laws and Regulations Debarment/Suspension**
 - b. Drug-Free Workplace**
 - c. Indemnification**
- C. Proposal Summary Form and Contract (See Attachment I)**

Attachment G

West Piedmont Workforce Investment Board Disclosure of Lobbying

This disclosure form shall be completed by the reporting entity, whether sub-awardee 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.

1. 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.
2. Identify the status of the covered Federal action.
3. 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.
4. 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 sub-awardee, e.g. the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants, and contract awards under grants.
5. If the organization filing the report in item 4 checks “sub-awardee,” then enter the full name, address, city, state, and zip code of the prime Federal Recipient. Include Congressional District, if known.
6. 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.
7. 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.
8. 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. ARFP-DE-90-001(a).
9. 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.
10. (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).
11. 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.
 12. Check the appropriate box (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.
 13. Check the appropriate box (boxes). Check all boxes that apply. If other, specify nature.
 14. 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.
 15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
 16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all* sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all* sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was 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 and not more than \$100,000 for each such failure.

Lobbying Activities (Complete the following on the next page to disclose lobbying activities pursuant to 31 U.S.C. 1352)

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.

1. Type of Federal Action: <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Cooperative agreement <input type="checkbox"/> Loan <input type="checkbox"/> Loan guarantee <input type="checkbox"/> Loan insurance		2. Status of Federal Action: <input type="checkbox"/> Bid/offer/application <input type="checkbox"/> Initial award <input type="checkbox"/> Post-award		3. Report Type: For Material Change Only: Year _____ Date of last report _____	
4. Reporting Entity: Address: _____ <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier, if known. _____ Congressional District, if known: _____				5. If Reporting Entity in No. 4 is Sub-awardee, Prime Name _____ Address _____ Congressional District, if known: _____	
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable: _____			
8. Federal Action Number, if known:		9. Award Amount, if known: \$ _____			
10. a. Name and Address of Lobbying Entity b. Individual Performing Services (including address if (If individual, last name, first name, MI): different from No. 10. a.) (last name, first name, MI):(Attach Continuation Sheet(s) SF-LLL-A, if necessary)					
11. Amount of Payment (check all that apply): \$ <input type="checkbox"/> Actual <input type="checkbox"/> Planned		13. Type of Payment (Check all that apply): <input type="checkbox"/> a. Retainer <input type="checkbox"/> b. One-time fee <input type="checkbox"/> c. Commission <input type="checkbox"/> d. Contingent fee <input type="checkbox"/> e. Deferred <input type="checkbox"/> f. Other; specify: _____			
12. Form of Payment (check all that apply): <input type="checkbox"/> a. Cash <input type="checkbox"/> b. In-kind; specify: nature and value: _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)					
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a cash penalty of not less than \$10,000 and not more than \$100,000 for each such failure.					

Name of Agency _____

Authorized Representative _____

Title _____

Signature _____

Attachment H

West Piedmont Workforce Investment Board Certifications

Compliance with Nondiscrimination and Equal Opportunity Laws and Regulations

Initials (_____)

In regards to Contracts, Grants, Loans, and Cooperative Agreements, the undersigned certifies, to the best of his or her knowledge and belief, that as a condition to the award of financial assistance under WIA from the Department of Labor, the grant applicant assures, with respect to operation of the WIA-funded program or activity and all agreements or arrangements to carry out the WIA-funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Investment Act of 1998, Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

This certification is a material representation of fact upon which reliance was placed when this agreement was made or entered into. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the nondiscrimination and equal opportunity laws and regulations, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the nondiscrimination and equal opportunity laws and regulations.

Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Initials (_____)

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).

- a. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- b. 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.
- c. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this 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.
- d. 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.
 - e. 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.
 - f. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause title “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.
 - g. 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 Non-procurement Programs.
 - h. 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.

Except for transactions authorized under paragraph (e) 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 DOL may pursue available remedies, including suspension and/or debarment.

The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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.

Certification Regarding Drug-Free Workplace

Initials (_____)

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1978, 29 CFR Part 98, Sections 98.305, 98.320, and Subpart F.

In addition, this certification is a material representation of fact upon which reliance is placed when the agency determines to award the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

The prospective grantee certifies that it will provide a drug-free workplace by:

- i. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- ii. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- iii. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- iv. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- v. Notifying the agency within ten days after receiving notice under subparagraph (d)(2), with respect to any employee or otherwise receiving actual notice of such conviction;
- vi. Taking one of the following actions within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
- vii. Taking appropriate personnel action against such an employee up to and including termination; or
- viii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
- ix. Making a good faith effort to continue to maintain a drug-free workplace.

Certification Regarding Indemnification

Initials (_____)

It is understood by the agency and signatory for the receiving agent that, hereafter, they will accept responsibility for the funds and their program. It is understood that each receiving agency is responsible for adhering to the rules/regulations promulgated by the Workforce Investment Act, U.S. Department of Labor, Virginia Community College System, and West Piedmont Workforce Investment Board in the performance of their contract.

With this understanding of responsibility, all WIA contractors will account for all Federal funds, WIA property and program income, if generated. The receiving agency hereby agrees to indemnify, reimburse and save harmless the West Piedmont Workforce Investment Board and Chief Local Elected Officials, for any mistakes, errors of judgments, malfeasance, theft, or other actions by the receiving agency or their staff which result in disallowed cost.

Name of Agency _____

Authorized Representative _____

Title _____

Signature _____

Date _____

Attachment I

**West Piedmont Workforce Investment Board
Proposal Summary Form and Contract**

Organization Name:

Address:

City, State, Zip

Phone, Fax, Website:

Type of Organization:

- Proprietorship
- Partnership
- Corporation
- Profit-making
- State Government Agency
- Local Government Agency
- Nonprofit
- Minority Owned
- Small Business
- Other

Brief Summary of Proposed Youth In-School and/or Youth Out-of-School Program(s) with geographic service area(s) in the region:

Participant Summary Proposed Number to be recruited, enrolled, credentials earned and placed by program (Youth In-School or Youth Out-of-School) and by geographic service area(s) in the region:

Contract Performance and Statement of Work Responsibilities – In acceptance of program funding, I agree to provide and comply with the following:

1. Client outreach and recruitment
2. Client suitability determination
3. Initial assessment/referral for certification
4. Objective assessment
5. Development and implementation of Individual Services Strategy
6. Documented counseling contacts
7. Proper completion and maintenance of applicable required program documentation forms
8. Reporting for reimbursement only allowable expenditures contained in approved contract budget
9. Adhere to all performance standards as specified in the RFP and contained herein

10. Adherence to specification contained in the following:
 - a. General Provisions of this RFP
 - b. Workforce Investment Act
 - c. All applicable federal and state policies
 - d. All applicable WPWIB (local) policies

Contract Funding Summary: For WPWIB Office Use Only – Do not write this section

	Initial Award Amount		
	Youth In-School	Youth Out-of-School	Total
Pittsylvania Co. (30%)			
Henry Co. (28%)			
Danville (25%)			
Patrick Co. (9%)			
Martinsville (8%)			
Total			

Awarded with Following Stipulation(s): _____

Note: Should additional funds become available during the program year, youth service provider may be considered for such additional funds. This is not a guarantee of additional funding only an option that may be exercised by the WPWIB.

Signatures – We the undersigned agree to abide by the terms and conditions outlined above and changes are acceptable only if mutually agreed to by way of a signed contract modification. The undersigned offers and agrees to furnish and abide by all items listed above and the price offered with the time specified. This offer is firm for 120 days. It is understood by the agency and signatory for the receiving agent that, hereafter, they will accept responsibility for the funds and their program. It is understood that each receiving agency is responsible for adhering to the rules/regulations promulgated by the Workforce Investment Act, U. S. Department of Labor, Virginia Community College System, and the West Piedmont Workforce Investment Board in the performance of their contract. With this understanding of responsibility, all WIA contractors will account for all federal funds, WIA property and program income if generated. The receiving agency hereby agrees to indemnify, reimburse and save harmless the West Piedmont Workforce Investment Board and Chief Local Elected Officials for any mistakes, errors of judgments, malfeasance, theft or other actions by the receiving agency or their staff which result in disallowed cost.

(continued on next page)

Proposer (Agency):	Authorized Signatory:
Name:	Print Name:
Address:	Title:
City, State, Zip	Signature:
Phone:	Date:

West Piedmont Workforce Investment Board Signatory	
Signature	Signature
Lisa Fultz, Executive Director	Amanda Witt, Chair
Date:	Date: