

**West Piedmont Workforce Investment Board, Area 17
Request for Proposals (RFP)**

**Adult, Dislocated Worker, Business and One Stop Operator Services
Workforce Investment Act (WIA)**

Issued January 31, 2013

I. Submission Requirements

In compliance with Workforce Investment Act (WIA) requirements, the West Piedmont Workforce Investment Board (WPWIB) is soliciting proposals from qualified sources to provide adult, dislocated worker, business, One Stop Operator services in the cities of **Danville** and **Martinsville** and counties of **Henry, Patrick and Pittsylvania**, known herein as “Virginia Local Workforce Investment Area 17,” “LWIA 17” or “Area 17.”

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, including **eight copies** with **original signatures** and a CD or jump drive with an **electronic version** of the submission, must be submitted in a **sealed package** and received in the WPWIB office **no later than 5 p.m., Eastern Standard Time, Friday, March 1, 2013.**

Proposals will be received **ONLY** at the WPWIB office or post office box:

**West Piedmont Workforce Investment Board
730 East Church Street, Suite 24
Martinsville, VA 24112**

**West Piedmont Workforce Investment Board
P. O. Box 4043
Martinsville, VA 24115**

Incomplete proposals, unsealed packages and/or any proposals received after 5 p.m., EST, Friday, March 1, 2013, WILL NOT BE CONSIDERED and will be returned.

A technical assistance conference call has been established concerning the RFP, applicable legislation, regulation and policy, and the submission process for **Wednesday, February 13, 2013, at 10 a.m.** To participate in the conference call:

1. Dial the toll free access number – 866/244-8528
2. Enter the participant code – 379182# (It is important to press “#” after the code.)
Participants will hear music until the leader is present.

Questions regarding this RFP may be addressed to Kim Adkins, WPWIB Executive Director, at 276/656-6190 or kim@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 proposing organizations **to (1) provide services for WIA-eligible adult and dislocated worker individuals, (2) manage WIA business services to employers, and (3) serve as the One Stop Operator in Danville and Martinsville and the counties of Henry, Patrick and Pittsylvania** for 12 month period of July 1, 2013, to June 30, 2014. The WPWIB reserves the option of extending any, all or no contracts for additional 12-month periods and subject to negotiation. This extension option may be exercised up to two times. Maximum duration may not exceed 36 months, which includes all allowable extensions.

Type of contract will be cost reimbursement. All proposers must have sufficient available resources to operate the proposed program, if funded, 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.

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.

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 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. **Each panelist will evaluate the proposals for acceptability, with emphasis on the various factors mentioned below**, assigning to that factor a numerical weight. 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.

Proposed Criteria for Adult and Dislocated Worker Programs		
	Adult	Dislocated Worker
• Organizational capability and experience	20	20
• Program design and implementation strategy	20	20
• Demonstrated clear knowledge of (1) WIA case management process, (2) regional, state and federal WIA policies and (3) the overall intent of WIA	25	25
• Linkages with community resources (MOUs must be included; see Attachment D, “Proposal Preparation Guidelines.”)	15	15
• Proposed cost and participant service levels	15	15
• Leveraged cash and/or in-kind resources	15	15
Total	110	110

Proposed Criteria for Business Services and One Stop Operator		
	Business Services	One Stop Operator

• Organizational capability and experience	20	20
• Program design and implementation strategy	20	20
• Demonstrated clear knowledge of (1) WIA case management process, (2) regional, state and federal WIA policies and (3) the overall intent of WIA	25	25
• Linkages with community resources (MOUs must be included; see Attachment D, “Proposal Preparation Guidelines.”.)	15	15
• Proposed cost and participant service levels	15	15
• Leveraged cash and/or in-kind resources	15	15
Total	110	110

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 offers received without discussion of such offers 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 more service programs – Adult, Dislocated Workforce and/or Business Services. The chosen One Stop Operator must be contracted to administer the Adult, Dislocated Workforce and/or Business Services as a reasonable percentage of the Adult, Dislocated Worker and/or Business Services funds may be used to be the One Stop Operator. There is no separate set-aside allocation of funds to be the One Stop Operator.**

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 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 offer 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 set forth in this RFP, including, without limitation, the General Terms and Conditions appearing in Attachment A hereto.

The WPWIB anticipates (contingent on the availability of funds) to award region-wide in PY 13-14 around \$1,198,025 in adult, dislocated worker and business service programming. Based on these projected allocations, locales and programs are anticipated to have available the following percentage of funds:

	Percentage of Funds				
	Adult	DW	Business Services	One Stop Operator	Total
Danville Pittsylvania Co. (55%)	\$372,049	\$218,115	\$68,750	\$0	\$658,914
Martinsville-Henry Co. (35%)	\$236,758	\$138,800	\$43,750	\$0	\$419,308
Patrick Co. (10%)	\$67,646	\$39,657	\$12,500	\$0	\$119,803
Total	\$676,453	\$396,572	\$125,000	\$0	\$1,198,025

Local percentages were determined by Local Elected Official Consortium.

In addition to the allocation above, the WPWIB budgets on average \$30,000 in unobligated program funds for business services, primarily for outreach and job fairs/target recruitment events. Based on this projected \$30,000 allocation, locales are anticipated to have available the following percentage of funds for business service outreach and job fairs/target recruitment events (only proposers vying to administer Business Services should calculate these funds into their proposed budgets):

	Business Services for outreach only
Danville Pittsylvania Co. (55%)	\$16,500
Martinsville-Henry Co. (35%)	\$10,500
Patrick Co. (10%)	\$3,000
Total	\$30,000

III. Specifications for Adult and Dislocated Worker Programs

- A. **Eligibility** – Click on the following links to determine eligibility into the [Adult](#) and [Dislocated Worker](#) programs; [click here](#) to review WIA Definitions for Title 1 Eligibility (refer to the Adult and Dislocated Worker section only).

- B. **Priority of Service** – Pursuant to [Virginia WIA Policy Statement 03-03, Priority of Service](#), stating each LWIB should develop and implement a policy for prioritizing provision of intensive and training services in the event that adult funds are determined to be limited in the local area, the WPWIB adopted a [Declaration of Limited Adult Funding and Priority of Service Policy](#) (click on link for this policy).
- C. **Scope of Services** – WIA establishes a one-stop delivery system for a continuum of workforce development services for adults and dislocated workers that supports increased employment, retention, earnings and occupational skills attainment. Click on the appropriate link for the state’s [Tiered Service Delivery under WIA](#) and the [One Stop Service Delivery System](#).

IV. Specifications for Business Services

- A. The WPWIB’s goal is to connect WIA-eligible adult and dislocated workers to employers, saving the employers’ time and reducing their costs. The WPWIB further wants the number of businesses effectively serviced by the region’s workforce efforts to increase substantially, targeting small and medium sized businesses.
- B. Current services to employers are primarily cost avoidance programs. [Click here](#) for a listing of business services currently in place.

V. Specifications for One Stop Operator

- A. In Area 17, the role of the One Stop Operator is to coordinate services at the Virginia Workforce Centers and with the Comprehensive Centers in Danville and Martinsville, the One Stop Operator is a member of the Center’s Management Team to coordinate, facilitate, promote, design and expedite services at the Centers as determined by the WPWIB. The One Stop Operator also is responsible for working closely with the WPWIB’s One Stop System Oversight Manager (which is currently being held by the WPWIB’s Deputy Director). For additional background information, click on one of the following Memorandum of Understandings (MOUs) – [Danville](#) and/or [Martinsville-Henry County](#).

VI. General Provisions

- A. **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. **The proposing organization vying to administer the adult and/or dislocated worker programs also will be responsible for directly entering such information into Virtual One Stop (VOS) case management system on a regular and ongoing basis.** 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.

- B. 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. Proposers to this RFP will need to adhere to the general expectation that the outreach and recruitment functions associated with the delivery of any proposed activities being proposed will need to be located and coordinated out of the Virginia Workforce Centers to the extent possible. **As a general rule, the WPWIB expects all adult, dislocated worker, business service and One Stop Operator staff, whose salary (and benefits if applicable) is being paid with 50 percent or more of WIA funds, to be located at the appropriate Virginia Workforce Center.**
- D. 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 [Virginia Workforce Letter # 10-02](#). It is important for proposers to understand these common measures and how they are calculated.

Attachment A

West Piedmont Workforce Investment Board Requests for Proposals 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 notice at any time. The contractor, upon receipt of such written notice, will immediately 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 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. 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.
4. **Termination of Convenience.** The performance of work under this contract may be terminated, in whole or, from time-to-time, in part, by the WPWIB whenever for any reason the WPWIB will determine that such termination is in the best interest of the WPWIB. Termination of work hereunder will be effected by delivery to the contractor of a Notice of Termination.
 - a. The Notice of Termination will specify the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
 - b. 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 commitments 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:

- i. To settle all outstanding liabilities and all claims arising out of such cancellation of commitments. The WPWIB must approve or ratify all such settlements. The WPWIB's approval of such settlements will be final for all purposes of this clause.
 - ii. To assign to the WPWIB in the manner, at the time, and to the extent directed by the WPWIB all of the rights, title, and interest of the contractor under the orders and subcontracts so terminated. At its direction, the WPWIB will have the right to settle or pay any or all claims arising out of the termination of such order and subcontracts.
5. **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 of such failure, and the contractor has 10 days from receipt of such notice to correct the condition. If the deficiency is not satisfactorily remedied, the contractor may be determined to be in default, and the contract may be terminated by the WPWIB through written notice. 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. Should it finally be determined that the contractor has, in fact, performed properly, then the termination will be treated as a termination for convenience.
6. **Disputes.**
 - a. Except as otherwise provided in this contract, any dispute concerning a question arising under this contract, which is not disposed of by agreement, will be decided by the WPWIB, who will reduce the decision to writing and mail or otherwise furnish a copy of it to the contractor. The decision of the WPWIB will be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as to imply bad faith, or not supported by substantial evidence. Pending final decision of a dispute hereunder, the contractor will proceed diligently with the performance of the contract and in accordance with the WPWIB's decision.
 - b. The "Disputes" clause does not preclude consideration of legal questions in connection with decisions provided for in paragraph "a" above, PROVIDED that nothing in this contract will be construed as making final the decision of any administrative official, representative, or board on a question of law.
7. **Contract Modifications.** Modifications to this contract can be effected only through the following methods:
 - a. The WPWIB, when necessary, will modify the contract:
 - i. By use of the "Changes" clause; or
 - ii. For administrative reasons (such actions have no effect on performance required or terms of the contract).
 - b. The contractor may recommend revisions to the WPWIB. When the contractor desires to recommend revisions to the WPWIB, the recommendation will be submitted in writing with complete budget adjustment. The contractor will submit the

applicable revised budget page(s) with the recommendation. No modification to the contract may be implemented until finalized in writing, and signed on behalf of the WPWIB.

8. **Financial Limitation.** The WPWIB will have no liability for any costs incurred above what is indicated in the RFP or this Contract. Any costs incurred by the contractor above that limit during the performance period, as specified in the RFP, will be at the sole risk of the contractor. This in no way restricts the right to increase the ceiling by mutual consent of both parties; provided such an increase was accomplished prior to any incurred cost exceeding the existing ceiling.
9. **Eligibility Certification.** The contractor agrees that all participants in this contract must be certified WIA-eligible. Eligibility will be performed and documented by the contractor with periodic review by WPWIB staff.
10. **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 carry out 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 Regulation(s) referred to above based on race, color, religion, sex, age, national origin, handicap, or political affiliations. 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 staff 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.
11. **Grievances or Complaints.** All grievances or complaints, if not satisfied through informal discussion with appropriate supervisors, will be filed and processed in accordance with the procedures provided by the WPWIB, as applicable.
12. **Availability of Funds.** It is understood and agreed between the Contractor and the WPWIB that they will be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.
13. **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 each expenditure of said funds. Any required repayment will not be by or from federal funds.

14. **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 foregoing provisions of this paragraph are not intended to preclude and will not be deemed to preclude the contractor from asserting any defense that may be asserted hereafter. 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 30 days after the contract ending date. Upon expiration of this 30-day 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 unusual circumstances indicate the contractor may have difficulty satisfying such obligations within the specified time allotted, he must notify the WPWIB in writing within 15 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 after expiration of said 30-day period.
15. **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.
16. **Payments.** Payments for contract services shall be cost reimbursement only. 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 shall be requested subject to approval by WPWIB Staff.
17. **Withholding of Payment.** Payment of final invoice may be withheld until the contractor has completed required actions to close out the contract.
18. **Property Accountability.**
- a. All consumable property acquired through cost reimbursement contracts, unless specifically exempted, shall revert to the WPWIB upon the termination of this contract. The WPWIB may, however, assign such property to the contractor for use under another or a subsequent contract.
 - b. The contractor assumes responsibility for inventory control, maintenance and physical security of non-consumable WPWIB property.
 - c. For those contractors on cost reimbursement, all requirements for purchase or rental of non-consumable property must be approved by the WPWIB staff (or duly-authorized representative) prior to purchasing or any commitment to purchase or acquire. (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 the WIA contract. Unless the contractor and the WPWIB previously agreed on the disposition, the WPWIB will determine whether protection of the invention or discovery will be sought. The WPWIB also will 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 a WIA 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.
- 19. **Loss or Theft of Federal Property.** All equipment or other non-consumable property purchased through cost reimbursement contracts 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 available.
- 20. **Reporting Requirements in General.** Each contractor will submit periodic reports as required by WPWIB. Other required information will be submitted no later than the date specified at the time of the request.
- 21. **Retention of Records.**
 - a. Records will be retained in accordance with established requirements. Contractor will notify the WPWIB prior to destroying any records pertinent to the contract.
 - b. Records will be retained if audit findings have not been resolved.
- 22. **Confidentiality of Records.** The contractor will make available to members of the public, who request them, the names of all participants in programs under this contract and the names of all individuals employed in staff positions. The contractor will make available to the public other information, the release of which is otherwise authorized or permitted by applicable law, regarding applicants, participants, or their families, which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source, to the same degree that the contractor makes such information available about its own employment / trainees. The contractor will not otherwise divulge such information without permission of the applicant or participant except that information which

is necessary for purposes related to the performance or evaluation of the contract and which may be divulged to parties having responsibilities under the contract for monitoring or evaluating the services and performances of the contract, to the WPWIB staff (or duly-authorized representative) or to governmental authorities to the extent necessary for proper administration of the law.

23. **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.
24. **Right of Access.** The Virginia Community College System, the U.S. Secretary of Labor, the Comptroller General of the United States, the Workforce Investment Board, 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 contractors 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 contractors' or subcontractors' personnel for the purpose of interviews and discussions related to such documents. The right of access is not limited to the required retention period (five years), but will last as long as the records are retained.
25. **Inspections.**
 - a. All contractor operations incident to performance under this contract will be subject to inspection by the WPWIB (or duly-authorized representative) to the extent reasonable and practicable at all times and places during the contract period. Instances of contractor non-compliance with requirements of this contract will be properly corrected. Failure to correct these discrepancies promptly is cause for termination of this contract for fault, as provided under "Termination for Default."
 - b. The inspections by the WPWIB (or duly-authorized representative) do not relieve the contractor from any responsibility for failure to meet contract requirements, which may be discovered at a later date.
26. **Liability Clause.** The WPWIB has no liability with respect to bodily injury, illness, or any other damages or loss to person or property, or claims in respect to any such injury, illness, damages, or losses, whether concerning persons or property in the contractor's organization or third parties. The contractor will obtain and maintain for the duration of this Contract a public and comprehensive liability insurance policy, the form and amount of which are consistent with Virginia State law, but in no event less than one million dollars (\$1,000,000), and such insurance shall name WPWIB as an additional insured. Premiums chargeable for the insurance will be paid by the contractor.
27. **Assurances.** The contractor assures that it:
 - 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 the 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 conviction 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: 1) No facility to be utilized in the performance of the contract has been listed on the EPA List of Violating Facilities; 2) It will notice the Board Staff Representative 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; and 3) It will include substantially this assurance, including this third part, in every non-exempt subcontract;
 - h. Will comply with the Executive Order 11246 (Equal Employment Opportunities), the Copeland "Anti-Kick-Back" Act, and the Davis-Bacon Act, whenever the Act's provisions apply to the contract; and
 - i. Will comply with all applicable provisions of the Americans with Disabilities Act.
28. **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 or attachment thereof to any property and/or materials not owned by the WPWIB or any part thereof which becomes a fixture or loses its identity or personality by reason of affixation to any realty.
29. **Ownership of Materials.** The Virginia Community College System, 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.
30. **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 in the following order: The Workforce Investment Act, state procurement law, the regulations as approved by the Secretary of Labor, and the General Provisions.

31. **Federal Rules and Regulations.** This contract is subject to State procurement law and the contractor agrees to abide by these and all present or future rules and regulations imposed under the WIA.
32. **Contingency Clause.** 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 Grant, 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 a mutual consent modification being issued to implement changes, if such changes are considered within the scope of original intent of this contract. If such changes are not within said scope, termination of this contract by act of law will be considered to have occurred, and settlement will be 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.
33. **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 the performance of this contract or any act or duty required hereby.
34. **Standard of Conduct.** The Contractor hereby agrees that in administering this sub-grant, they will comply with the standards of conduct, hereinafter specified, for maintaining the integrity of the project and avoiding any conflict of interest in their administration.
 - a. **General Assurance.** Every reasonable course of action will be taken by the service provider in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This Contract will be administered in an impartial manner, free from personal, financial, or political gain. The Contractor, their executive staff and employees, in administering this sub-grant, 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 relative, by blood, adoption, or marriage, to any executive or employee of the Contractor will receive favorable treatment for enrollment into services provided by, or employment with, the service provider. 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.** Executives and employees of the Contractor will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the sub-grant, 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.** An executive, officer, agent, representative, or employee of the Contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the Contractor. Supplies, materials, equipment, or services purchased with Contract funds will be used solely for purposes allowed under the Contract.
35. **Bonding.** A blanket fidelity bond must be secured 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. However, WPWIB reserves the right to have the Contractor provide for a higher bond amount depending on the number of localities, geographic areas, and/or programs to be serviced by the Contractor.
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.
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 upon its completion. The WPWIB, Virginia Community College System, and the Virginia Auditor of Public Accounts will determine the acceptability of the audit reports. The WPWIB will provide the Virginia Community College System 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 permissibility of questioned costs will not be deemed final until accepted by the USDOL Grant Officer.
39. **Modification.** No waiver or modification of the terms of the Contract, including, without limitation, this provision, will be valid unless in writing and duly executed by the parties to be bound thereby.
40. **Public Announcements.** When issuing statements, news releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part

with federal money, the subcontractors receiving funds pursuant to this Contract will clearly identify:

- a. The percentage of the total costs of the program or project that will be financed with federal money.
- b. The dollar amount of federal funds for the project or program, and
- c. 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.** The WPWIB will give the Virginia Community College System timely notification of the possibility of disallowed costs incurred by its subcontractors. In appropriate cases, the Virginia Community College System will petition the USDOL for guidance. In the event that repayment is required, the WPWIB will use prompt and efficient debt collection procedures to obtain cash repayment of disallowed costs. The WPWIB will not forego debt collection procedures without the express written approval of the Virginia Community College System. Any required repayment will not be by or from federal funds.
42. **Outreach.** All outreach materials, advertising or other type of promotion of programs funded under this contract must, at a minimum, follow the WPWIB's [Style Manual](#). This provision applies to print, electronic, or other information dissemination methods regardless if conducted solely by the awardee or in coordination or partnership with other entities or funding streams. Information must clearly identify the WPWIB, the Commonwealth of Virginia and/or the United States Department of Labor as the source of funding when appropriate.

Attachment B

West Piedmont Workforce Investment Board Definition of WIA Administrative Costs

§667.20 What Workforce Investment Act Title I functions and activities constitute the costs of administration subject to the administrative cost limit?

- a) The cost of administration is that allocable portion of necessary and reasonable allowable costs of State and local workforce investment boards, direct recipients, including State grant recipients under subtitle B of Title I and recipients of awards under subtitle D of Title I, as well as local grant recipients, local grant sub-recipients, local fiscal agents and Workforce operators which is associated with those specific functions identified in paragraph (b) of this section and which are not related to the direct provision of workforce investment services including services to participants and employers. These costs can be both personnel and non-personnel and both direct and indirect.
- b) The cost of administration is the cost associated with performing the following functions:
 - 1) Performing the following overall general administrative functions and coordination of those functions under WIA Title I:
 - i. Accounting, budgeting, financial and cash management functions;
 - ii. Procurement and purchasing functions;
 - iii. Personnel management functions;
 - iv. Payroll functions
 - v. Coordinating the resolution of finding arising from audits, reviews, investigations and incident reports;
 - vi. Audit functions;
 - vii. General legal services functions; and
 - viii. Developing systems and procedures, including information systems, required for these administrative functions;
 - 2) Performing oversight and monitoring responsibilities related to WIA administrative functions;
 - 3) Costs of goods and services required for administrative functions of the program, including goods and services such as rental or purchase of equipment, utilities, office supplies, postage, and rental and maintenance of office space;
 - 4) Travel costs incurred for official business in carrying out administrative activities or the overall management of the WIA system; and
 - 5) Costs of information systems related to administrative functions (for example, personnel, procurement, purchasing, property management, accounting and payroll systems) including the purchase, system development, and operating costs of such systems.
- c) (1) Awards to sub-recipients or vendors that are solely for the performance of administrative functions are classified as administrative costs. (2) Personnel and related non-personnel costs of staff that perform both administrative functions specified in paragraph (b) of this section and programmatic services or activities must be allocated as

administrative or program costs to the benefiting costs objectives/categories based on documented distributions of actual time worked or other equitable cost allocation methods. (3) 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. Documentation of such charges must be maintained. (4) Except as provided at paragraph (c)(1), all costs incurred for functions and activities of sub recipients and vendors are program costs. (5) Costs of the following information systems, including the purchase, systems development, and operating (e.g. data entry) costs, are charged to the program category:

- i. Tracking or monitoring of participant and performance information;
- ii. Employment statistics information, including job listing information, job skills information, and demand occupation information;
- iii. Performance and program cost information on eligible providers of training services, youth activities, and appropriate education activities;
- iv. Local area performance information;
- v. Information relating to supportive services and unemployment insurance claims for program participants; and
- vi. Continuous improvement activities are charged to the administration or program category based on the purpose or nature of the activity to be improved. Documentation of such charges must be maintained.

Attachment C

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

January 31	RFP posted electronically on website
February 3 & 6	RFP advertised in regional newspapers
February 13	Technical assistance conference call scheduled for 10 a.m.
March 1	Proposals are due
March 4-8	Proposals are reviewed by staff confirming all components are present
March 11	Proposals delivered to Selection Committee for review
March 19	Selection committee meets
March 20-22	Selection committee may meet again during this week if needed
March 26	Finance Committee reviews proposed budgets
March 28	LEO Consortium considers selection committee's recommendations
April 5	Executive Committee considers selection committee's recommendations
April 10	Finance Committee reviews revised budgets (if needed)
April 15	WPWIB considers selection committee's recommendations
April 16	Vendors notified of selection
April 26	Deadline for appeals
May-June	Budget adjustments (as prior to this we will not have allocation from state)
July 1	Funds become available

Attachment D

West Piedmont Workforce Investment Board Proposal Preparation Guidance

A. General Solicitation Requirements

1. Sealed offers must be sent to the address listed in the RFP no later than 5 p.m. EST Friday, March 1, 2013.
2. All offers are subject to compliance with items listed in the information below.
3. See page 1 of this RFP for additional Submission Requirements.
4. For full and proper consideration, all proposers **MUST** use the enclosed documents and adhere to the format and parameters as described. Failure to follow these guidelines may result in the disqualification of the proposal. Label each section of your proposal as follows:
 - a. **Section 01 – Proposer’s Standard Information**
 - b. **Section 02 – Statement of Work**
 - c. **Section 03 – Budget Information**
 - d. **Section 04 – Disclosure of Lobbying**
 - e. **Section 05 – Certification Regarding:**
 - i. **Compliance with Nondiscrimination and Equal Opportunity Laws and Regulations Debarment/Suspension**
 - ii. **Drug Free Workplace**
 - iii. **Indemnification**
 - f. **Section 06 – Proposal Summary Form and Contract**

B. Section 01 – Proposer’s Standard Information – the following information the proposer’s agency must be submitted. Number your responses with the description below:

1. Name, title, address and telephone number of person(s) with authority to negotiate and contractually bind the proposer.
2. Name, title, and telephone number of person(s) who may be contacted during the period of proposal evaluation.
3. Indicate the area(s) of consideration:
 - a. Danville-Pittsylvania County
 - b. Martinsville-Henry County
 - c. Patrick County
4. Indicate program(s) interest:
 - a. Adult
 - b. Dislocated Worker
 - c. Business Services
 - d. One Stop Operator

5. If your organization is a corporation, a Certificate of Incorporation must be submitted with the proposal. If the certificate is over 30 years old, then the proposer must also submit a copy of latest annual report for the State Corporation Commission. 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.
6. If your organization claims non-profit status, evidence of the non-profit status must be submitted.
7. Provide a brief synopsis of your experience relating to these programs and your knowledge of the area(s) for consideration.
8. Briefly describe your organization and related administrative structure. An organizational chart of the program staff with an explanation of the minimum qualifications and responsibilities for each non-clerical position must be submitted.
9. Describe the financial management system that your agency operates. In answering this part, be sure to include the following in your reply:
 - a. Type of accounting system: cash or accrual
 - b. List of subsidiary books and registers that are maintained
 - c. What your accounting month is (example: calendar month of 16th-15th)
 - d. Describe the internal control procedures currently in force to safeguard all monies and property (example: blank checks kept in locked safe with limited access by duly-authorized individuals). Also, list the name, title, address, and telephone number of the individual who will be responsible for the accounting functions of the proposed contract.
10. Proposers must include a copy of their employee grievance procedure.
11. All proposers must have in place a current, in force, fidelity bond in order to be considered for the awarding of a contract. 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 WIA contracts awarded or \$100,000, whichever is less, or in an amount otherwise stipulated by WPWIB in accordance with General Terms and Conditions, Attachment A to the RFP.
12. List all job titles and job descriptions of any position funded by this contract. This includes positions funded totally or in part by this contract. Within this section, indicate the percentage of WIA funds being used for these positions (i.e., 25 percent of salaries and benefits). Remember, as mentioned on page 6, **as a general rule, the WPWIB expects all adult, dislocated worker, business service and One Stop Operator staff, whose salary (and benefits if applicable) is being paid with 50 percent or more of WIA funds, to be located at the appropriate Virginia Workforce Center.**

C. **Section 02 – Statement of Work** – Describe how you propose to meet the Specifications for Adult and Dislocated Programs, Business Services and/or One Stop Operator

described in the RFP. Number your responses to correspond to the numbers here. If an item is not applicable, write “NA” next to the appropriate numbers.

1. Identify the type(s) of program(s) being proposed.
2. For Adult and Dislocated Work Programs, provide a detailed description and/or response of the following:
 - a. WIA Adult and Dislocated Worker Programs (reflecting that you understand what the program is designed to do)
 - b. WIA adult and dislocated worker services (How do you plan or partner with other agencies to deliver these services? If there is a partnership, a detailed description and executed MOU must be included.)
 - A. Job search, job referral and placement assistance
 - B. Career counseling
 - C. Labor Market Information
 - D. Assessment of skills and needs
 - E. Individual Employment Plan (IEP) development
 - F. Occupational skills training
 - G. Skills upgrading and retaining
 - H. Job readiness training
 - I. Adult education and literacy
 - J. For dislocated worker program only, how do you plan to offer rapid response services to provide short-term intervention and immediate assistance with layoffs and plant closures?
 - c. Participant recruitment and outreach
 - d. Participant selection criteria
 - e. Participant eligibility verification and documentation
 - f. Participant assessment process and instruments
 - g. Ongoing case management and follow up services
 - h. Records management and participant reporting
 - i. Sequence of program activities and services (attach a flow chart)
 - j. Participant supportive services
 - k. Participant attendance tracking
 - l. Internal monitoring and eligibility (participant records quality control)
 - m. Acknowledge that your agency will adhere to the [WPWIB's General Complaint Policy](#) for participant grievance process
 - n. Participant evaluation process and criteria
 - o. Linkage with and support from the business community
 - p. Coordination and collaboration with community resource organization to deliver program services (include in proposal executed MOUs reflecting partnerships)
 - q. How will you meet or exceed performance/common measures?
 - r. Proposed timeline for delivery of services
 - s. Amount or type of leveraged cash and/or in-kind resources (if this is a partnership with other agencies, include in proposal executed MOUs)

3. For Business Services, provide a description of the following:
 - a. WIA Business Services (reflecting that you understand what the program is designed to do)
 - b. WIA services to employers (How do you plan to engage employers to use the following services?)
 - A. Job fairs and/or target recruitment events
 - B. Adult internships and/or work experiences
 - C. On-the-Job-Training
 - D. Incumbent worker training
 - E. Federal Bonding Program
 - F. Customized Training
 - G. Planned closing/layoff services
 - H. Resource lab at the Virginia Workforce Centers
 - I. Pre-employment screening
 - J. Labor market information
 - c. Employer recruitment and outreach
 - d. Records management and reporting
 - e. Sequence of program activities and services (attach a flow chart) reflecting the linkage with and support of the Contractors of the Adult and Dislocated Worker Programs as their program funds will be used if the employer wants to leverage training or internship subsidies. For incumbent worker program funds, the contractor for business services will work directly with the board staff.
 - f. Acknowledge that your agency will adhere to the [WPWIB's General Complaint Policy](#) for participant grievance process
 - g. Coordination and collaboration with community resource organization to deliver program services (include in proposal executed MOUs reflecting partnerships)
 - h. Proposed timeline for delivery of services to employers
 - i. Amount or type of leveraged cash and/or in-kind resources (if this is a partnership with other agencies, include in proposal executed MOUs)

D. Section 03 – Budget Information

1. Attach line item budget, adhering to the following line items:
 - a. Salary & Wages – Operational
 - b. Salary & Wages – Client Services (case and/or business service managers)
 - c. Benefits – Operational
 - d. Benefits – Client Services (case and/or business service managers)
 - e. Printing
 - f. Participant/Jobseeker Outreach
 - g. Business Service Outreach (see page 5 allocation chart)
 - h. Postage
 - i. Telephone

- j. Lease/rental
 - k. Travel
 - l. Office Supplies
 - m. Other Operating Supplies
 - n. Participant Services
 - i. Intensive services (adult internships/work experiences)
 - ii. Other Supportive Services
 - iii. Training Services (including OJTs)
 - o. Indirect and/or Admin costs
2. Attach budget worksheet showing how the costs were calculated
 3. Attach budget narrative explaining each cost as it applies to the proposed program

E. Section 04 – Disclosure of Lobbying (See Attachment E)

F. Section 05 – Certifications (See Attachment F)

- a. Compliance with Nondiscrimination and Equal Opportunity Laws and Regulations Debarment/Suspension**
- b. Drug-Free Workplace**
- c. Indemnification**

G. Section 06 – Proposal Summary Form and Contract (See Attachment G)

Section 04 – Attachment E

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 12. Form of Payment (check all that apply): <input type="checkbox"/> a. Cash <input type="checkbox"/> b. In-kind; specify: nature and value: _____	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: _____	
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 _____

Section 05 – Attachment F

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 recipient and signatory for the receiving agent that, hereafter, they will accept responsibility for the funds and their program. It is understood that each recipient 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 recipient 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 recipient or their staff which result in disallowed cost.

Name of Recipient

Authorized Representative

Title

Signature

Date

Section 06 – Attachment G

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 to provide services for WIA-eligible adults and dislocated workers, manage WIA business services to employers and/or serve as the One Stop Operator with geographic service area(s) in the region:

Participant Summary Proposed Number to be recruited, enrolled, credentials earned and/or placed into employment by program 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. Reporting for reimbursement only allowable expenditures contained in approved contract budget
2. Adhere to all performance standards as specified in the RFP and contained herein
3. Adherence to all 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 for PY 13-14				
Adult	DW	Business Services	One Stop Operator	Total
		Danville Pittsylvania Co. (55%)		\$0
		Martinsville-Henry Co. (35%)		\$0
			Patrick Co. (10%)	\$0
			Total	\$0

Awarded with Following Stipulation(s): _____

Note: Should additional funds become available during the program year, contractors are entitled to consideration of such additional funds. This is not a guarantee of additional funding only an option that may be exercised by the WPWIB.

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

Business Services for outreach only	
	Danville Pittsylvania Co. (55%)
	Martinsville-Henry Co. (35%)
	Patrick Co. (10%)
	Total

Awarded with Following Stipulation(s): _____

Note: Should additional funds become available during the program year, contractors are entitled to consideration of 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, including without limitation, the RFP, attachments thereto, and proposal, which are incorporated herein by reference, and we further acknowledge and agree that 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.

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

West Piedmont Workforce Investment Board Signatory	
Signature	Signature
Kim E. Adkins, Executive Director	James A. L. Daniel, Chairman
Date:	Date: