

The West Piedmont Workforce Development Board



## WEST PIEDMONT REGION

### Request for Proposals (RFP)

**Workforce Innovation and Opportunity Act Adult, Dislocated Worker, Youth and One-Stop Services**

**For the Period July 1, 2024-  
June 30, 2027**

**Release Date: May 1, 2024**

**Response Due Date: May 31, 2024 by 2:00 PM local time.**

**All questions on this RFP must be submitted in writing to  
Tyler@VCWWestPiedmont.org**

**All questions and responses will be posted to the West Piedmont Workforce Development Board website: [www.VCWWestPiedmont.com](http://www.VCWWestPiedmont.com)**

*The West Piedmont Workforce development board is an Equal Opportunity Employer/Program: Auxiliary aids and services are available upon request to individuals with disabilities. TDD/TTY: 711. Funded by the U.S. Department of Labor.*

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## ***Part I: General Information***

### **A. About the West Piedmont Workforce Development Board's Service Region**

The West Piedmont Workforce Development Board's service region includes the counties of Henry, Patrick, and Pittsylvania and the cities of Martinsville and Danville. The Weldon Cooper Center for Public Service Demographics Research Group population estimates published on January 27, 2015, indicate the West Piedmont Workforce area has a population of 174,412 ([www.coopercenter.org/demographics/](http://www.coopercenter.org/demographics/)). While the region's unemployment rate has recently been improving, it remains consistently above the national average. We have an excellent quality of life and are home to exceptional local governments, community organizations and public school systems; as well as an impressive array of public and private institutions of post-secondary learning. Additional information may be found through the [Virginia Labor Market Information System](#). Proposers should be aware of the demographics and any special needs that the population may have when developing proposals.

### **B. Purpose of Request for Proposal**

The West Piedmont Workforce Development Board's Consortium of Local Elected Officials, Workforce Development board (WDB) and Youth Committee (YC) announce the availability of Workforce Innovation and Opportunity Act (WIOA) funding to organizations interested in providing services under the Workforce Innovation and Opportunity Act (WIOA) for Workforce (one-stop) Center Operator for the counties of Patrick, Henry, and Pittsylvania and the cities of Martinsville and Danville in Virginia Local Workforce Investment Area XVII. This RFP is issued for a four year period, July 1, 2024, through June 30, 2027. The initial contract will be for the twelve (12) month period from July 1, 2024 – June 30, 2025, with the option for no more than three successive annual renewals depending on available funding and successful performance outcomes. The West Piedmont WDB has the right to enter into a transitional agreement with any organization prior to July 1, 2024, to preserve service to customers. Those seeking to become program operator for more than one area may submit separate proposals for each program area or a combined proposal which is clearly delineated.

### C. Disclaimer

The Workforce Innovation and Opportunity Act (WIOA), signed into law on July 22, 2014, was implemented on July 1, 2015. Federal regulations were finalized by the US Department of Labor in 2016. Final regulations can be accessed at:

[https://www.doleta.gov/wioa/Final\\_Rules\\_Resources.cfm](https://www.doleta.gov/wioa/Final_Rules_Resources.cfm) This request for proposals, any bids submitted by proposers to this request, and any final contracts negotiated with the successful bidder(s) as a result of this proposal are subject to final laws and regulations and may be changed at any time in order to come into compliance with those laws and regulations. Under WIOA, the West Piedmont Workforce Investment Board has been designated as the West Piedmont “Workforce Development Board”. These terms may be interchangeable through the transition and through this procurement process. Bidders are strongly encouraged to follow the Department of Labor’s WIOA resource page for latest updates: [www.doleta.gov/wioa](http://www.doleta.gov/wioa).

Furthermore, as the West Piedmont Workforce Development Board continues to develop and refine its system, policies, procedures, or regulatory changes occur from time to time. Bidding organizations may be requested to modify program design or the delivery of services. If a request for a change in the program design or services occurs, staff of the Administrative Entity will assist bidding organizations or service providers in the redesign to ensure consistency with Board policy and regulatory requirements. Any significant changes made to this request for proposals will be posted to the following website: [www.VCWWestPiedmont.com](http://www.VCWWestPiedmont.com)

*During the proposal and evaluation process, the individual identified below is the sole contact point for any inquiries or information relating to this RFP. Interested parties may only contact another staff member or board member if authorized by West Piedmont Workforce Development Board’s Executive Director to provide specific information. Any violation of this procedure may be grounds for disqualification of the Proposer. It is the responsibility of the Proposer to ensure that the proposal arrives in a timely manner. **Questions concerning this RFP, the applications process, or programmatic issues, should be submitted by email. Responses will be posted on the website** [www.VCWWestPiedmont.com](http://www.VCWWestPiedmont.com). **If you would like to be notified of any questions and responses related to this RFP, contact Tyler Freeland to sign up for notifications regarding this RFP. Contact information is provided below;** however, West Piedmont WDB staff cannot assist proposers with actual preparation of their proposal. During the period of time between the publication date of the RFP and the deadline to submit technical RFP questions, West Piedmont WDB staff can only respond to technical questions about the RFP submitted by email.*

### D. Contact Information

**The sole point of contact for information on this program is:**

**Tyler Freeland, Chief Executive Officer  
West Piedmont Workforce Development Board  
300 Franklin Street, Suite 241  
Martinsville, VA 24112  
[Tyler@vcwwestpiedmont.org](mailto:Tyler@vcwwestpiedmont.org)**

## **E. Background**

### **1. Governing Authority**

The West Piedmont Workforce Development Board was formed as a result of the Workforce Investment Act of 1998. Under WIOA, The West Piedmont Workforce Development Board has been designated as the “West Piedmont Workforce Development Board” (WDB). The Chief Local Elected Officials (CLEOs) and the West Piedmont WDB work in partnership to set policy for the region and all eligible WIOA participants. The West Piedmont WDB is appointed by the CLEOs to serve as an oversight and policy-making body for federally-funded employment and training programs and workforce development services in Henry, Pittsylvania and Patrick counties as well as the cities of Martinsville and Danville in Virginia. The WDB currently has an Chief Executive Officer that carries out the business of the Board including oversight and monitoring of the contracts awarded to outside entities.

### **2. Vision and Mission** – The West Piedmont WDB has adopted the following:

*Vision: West Piedmont is a preferred region for job seekers and employers, offering employment opportunities with sustainable wages and high-quality training to ensure a productive and competitive workforce for employers.*

*Mission: The West Piedmont Workforce Development Board connects jobseekers to employers through education, training, and partnerships, providing jobseekers opportunities to career pathways and employers access to a skilled workforce..*

**3. Strategic Planning:** The selected provider will be responsible for working with the West Piedmont WDB to implement the approved Strategic Plan and Local Plan. The plan may be accessed at the following links:

Strategic Plan:

[https://www.vcwestpiedmont.com/content/vcwestpiedmont/uploads/lwda\\_10\\_west\\_piedmont\\_final\\_local\\_plan.pdf](https://www.vcwestpiedmont.com/content/vcwestpiedmont/uploads/lwda_10_west_piedmont_final_local_plan.pdf)

**The WPWIB has identified employers as the primary customer. Proposers should emphasize how they will meet our primary customers’ needs.**

### **4. Administrative Entity**

Pittsylvania County is the West Piedmont Workforce Development Board’s Administrative Entity and Fiscal Agent. Pittsylvania County is the WIOA funds grant recipient. All grants and contracts are entered into on behalf of the West Piedmont WDB. The West Piedmont WDB currently holds the lease to the West Piedmont One Stop facilities. Organizations submitting proposals for services are encouraged to include in-kind space or other creative options as a part of the operator proposal.

### **5. State Considerations**

The Commonwealth of Virginia is developing policy to comply with the new WIOA law. Contractors will be responsible for implementing these policies when they are required.

## 6. Federal Considerations

Federal regulations for the WIOA were completed by the US Department of Labor in 2016. They may be accessed at the following link:

[https://www.doleta.gov/wioa/Final\\_Rules\\_Resources.cfm](https://www.doleta.gov/wioa/Final_Rules_Resources.cfm)

The West Piedmont WDB reserves the right to cancel or modify this request for proposal or the scope of funding of an approved WIOA program to any extent necessary to ensure compliance with state and/or federal guidelines. This may occur at any time prior to/or during implementation of the WIOA programs for PY2021 or any applicable extensions. Therefore, all successful proposers must demonstrate the capability and agree, in advance, to modify their program design to comply with the new regulations and/or changes to available funds. It is the responsibility of the proposer and selected contractor to keep abreast of any changes or updates made by the Department of Labor and to adhere to the changes.

On December 26, 2014, Department of Labor announced that the OMB Circulars had been revised. A-133, A-87, and A-122 were combined into one OMB circular. All WIOA funding will be subject to the new OMB circular, 2 CFR 200. The successful bidder will need to be familiar with the new OMB circular, and should reference TEGL 15-14, "Implementation of the New Uniform Guidance Regulations," for further information.

Any organization submitting a proposal acknowledges that any award of a contract will incorporate by reference and abide by the following certifications and assurances:

- Certification Regarding Lobbying (29 CFR Part 93)
- Drug-Free Workplace Requirements Certification (29 CFR Part 98)
- Non-Discrimination and Equal Opportunity Assurance (29 CFR Part 37)
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters (29 CFR Part 98)
- Standard Form 424b Standard Assurances (Non-Construction Programs)

Any organization submitting a proposal acknowledges that any award of a contract will incorporate and abide by the following requirements:

**Intellectual Property Rights:** The Federal government reserves a paid-up, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for Federal purposes: 1) the copyright in all products developed under the grant, including a grant or subcontract under the grant or subgrant and 2) any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials)); Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. The grantee may not use federal funds to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department has a license or rights of free use in such work. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities. If applicable, the following needs to be on all products developed in whole or in part with grant funds:

- This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner."
- Veteran's Priority of Service: The provisions of the Jobs for Veterans Act (JVA), Pub.L. 107-288 (38 USC 4215) require grantees to provide priority of service for veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service can be found at 20 CFR Part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Grantees must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL No.10-09 is available at <http://wdr.doleta.gov/directives/attach/TEGL/TEGL10-09acc.pdf> .
- Buy American: Workforce Investment Act (WIA) Section 505 (20 USC 9275) require all equipment and products purchased with funds should be American-made as required by the Buy American Act (41 USC 8302)
- Human Trafficking: Executive Order 13333 requires termination without penalty, if a subgrantee, contractor, or subcontractor engages in human trafficking
- Salary Compensation and Bonus: Public Law 113-6 (Division F, Title I, sections 1101 (a)(4),1102), 112-74 (Division F, Title I, section 105) and TEGL 05-06 restrict subrecipient salary compensation and bonus limitations of an individual, either direct or indirect, at a rate in excess of Executive Level II TEGL 05-06 is available at [http://wdr.doleta.gov/directives/attach/TEGL/TEGL05-06\\_508.pdf](http://wdr.doleta.gov/directives/attach/TEGL/TEGL05-06_508.pdf)

## **7. Veteran Priority of Service**

Enacted on November 7, 2002, the Jobs for Veterans Act of 2002 (Public Law 107-288) has the overall objective of "revising and improving employment, training, and placement services furnished to veterans." One provision of the Act requires workforce development programs funded in whole or in part by the U.S. Department of Labor to provide priority of service to veterans and, under certain circumstances, spouses of veterans. The Workforce Innovation and Opportunity Act of 2014 and Wagner-Peyser (among other program partners) are subject to this law.

## **8. Estimated Allocations**

For purposes of this RFP, the WDB is unable to guarantee with certainty the total allocation of funds for the contract period at this time. It is anticipated that the projected amount will be known prior to final negotiations of contracts. The WDB may award other funds from federal and nonfederal sources as available.

**The contract will be awarded on a cost reimbursement basis only. Responding entities must have the organizational ability to incur expenses prior to draw down of WIOA funds. The West Piedmont WDB reserves the right to reduce implementation reimbursements for months when training expenses are not being spent in proportion to the time remaining in the program year.**

## **PART 2: PROPOSAL APPLICATION & SUBMISSION INSTRUCTIONS**

### **A. Eligible Applicant Entities**

Proposals will be accepted from any private for-profit entity, private non-profit entity, government agency, or educational institution that can demonstrate the capacity to successfully provide the services identified in this RFP. Proposals from consortia, partnerships, or other combinations of organizations can be submitted, provided at least one organization is designated as the lead agency and prime contractor with details on the assignment of consortium/subcontracting relationships.

*All respondents must detail within their proposal the experience of the organization in delivering WIOA services and success in achieving performance as applicable; or if there is no previous WIOA experience, relate experience and success with similar services to youth or jobseekers and working within a federal-grant funded environment within a region that share similar demographics to the West Piedmont region. If your organization has operated a WIOA program in the past, the summary of past experience must contain quantitative reports that demonstrate success working with similar populations in a programs with an equivalent level of complexity.*



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 the Virginia Workforce Connection case management system on a regular and ongoing basis. Specific participant reports must be provided to the West Piedmont WDB on a monthly basis. 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. Fiscal transactions will be conducted in the manner prescribed by Pittsylvania County in its role as WIOA fiscal agent. The Operator is responsible for adhering to the financial reporting and performance reporting guidelines prescribed by the WDB and may be subject to financial penalties for non-compliance.

In the solicitation or awarding of contracts, the West Piedmont WDB shall not discriminate because of the race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment. The West Piedmont WDB welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by the West Piedmont WDB.

## **B. Proposal Conditions**

### **1. Contingencies**

Funding for this program is contingent on state, federal, and local funding. This RFP does not commit the West Piedmont WDB to award a contract or to renew any contract. The West Piedmont WDB reserves the right to accept or reject any or all proposals if the West Piedmont WDB determines it is in the best interest of the WDB to do so. The West Piedmont WDB will notify all proposers, in writing, if the West Piedmont WDB rejects all proposals.

### **2. Modifications**

The West Piedmont WDB, at its discretion, may revise any part of this RFP. These revisions will become addendums to the RFP and will be posted on the WDB website.

### **3. Proposal Submission**

To be considered, all proposals must be submitted in the manner set forth in this proposal. It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified time. All proposals and materials submitted become the property of West Piedmont WDB. All proposals shall be submitted in the name of the entity with legal authority to execute the contract should it be awarded. **Late proposals will not be accepted. They will be returned, unopened to the proposer.**

### **4. Inaccuracies and Misrepresentations**

If, in the course of the RFP process or in the administration of a resulting contract, the West Piedmont WDB determines that the Contractor has made a material misstatement or misrepresentation; or that materially inaccurate information has been provided to the West Piedmont WDB, the Contractor may be terminated from the RFP process; or in the event a contract has been awarded, the contract may be immediately terminated. In the event of a termination under this provision, the West Piedmont WDB is entitled to pursue any available legal remedies.

### **5. Incurred Costs**

This RFP does not commit the West Piedmont WDB to pay any costs incurred in the preparation of a response to this proposal request, and the proposer agrees that all costs incurred in developing this proposal are the proposer's responsibility.

## **6. Proposal Confidentiality**

Proposers should be aware that proposals are subject to the Freedom of Information Act (FOIA). If any proposal contains trade secrets or other information, which is proprietary by law, the proposer must notify the West Piedmont WDB of its request to keep that information confidential. The request to keep proprietary information confidential must be made in writing and attached to the envelope or other medium used to submit the proposal. The confidential or proprietary information shall be readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the response. A redacted copy of the proposal that excludes proprietary information will also be required at the time of submission. The West Piedmont WDB will review the request and notify the Proposer in writing of its decision as to whether confidentiality can be maintained under law. If confidentiality cannot be maintained under law, the Proposer has the option of withdrawing the proposal or advising the West Piedmont WDB of its understanding that this information will become public record. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

In the event a public records request is made for information designated by the Proposer as confidential or proprietary and if the West Piedmont WDB has made a determination as to the confidential or proprietary nature of the information, the West Piedmont WDB will notify the Proposer of the request. The Proposer will have an opportunity at its own expense to seek a determination from the General District Court for the City of Martinsville or Circuit Court for the City of Martinsville as to the disclosure or non-disclosure of the information.

## **7. Negotiations**

The West Piedmont WDB may require the proposer(s) selected to participate in negotiations and to submit revisions to pricing, technical information and/or other items from their proposal as may result from these negotiations.

## **8. Level of Service**

For any proposer awarded as a result of this RFP, no minimum or maximum number of referrals can be guaranteed by the West Piedmont WDB.

## **9. Acceptance or Rejection of Proposals**

Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening and up to the end of the agreement period. The West Piedmont WDB realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the LWDA. While cost may not be the primary factor in the evaluation process, it is an important factor. The West Piedmont WDB reserves the right to reject any and all proposals and to waive any formalities. Upon award, a contract will consist of the contract award cover sheet with signatures, the selected respondent's proposal, amendments to the proposal mutually agreed upon by the proposer and the West Piedmont WDB, Terms and Conditions in Attachment II, Contractor Requirements in Attachment III and the Certifications in Attachment VI.

The successful bidder shall, within fifteen (15) calendar days after prescribed documents are presented for signature, execute and deliver to the West Piedmont WDB the contract forms and any other forms required by the Request for Proposal. Any contract resulting from this Request for Proposal is not assignable.

#### **10. Formal Agreement**

The Contractor will be required to enter into a formal agreement with the West Piedmont WDB. In submitting a response to this RFP, the Proposer will be deemed to have agreed to each term and condition mentioned in this RFP unless the proposal identifies an objection and the West Piedmont WDB agrees, in writing, to change the language objected to. All objections to any provisions of the final contract should be listed as an attachment called "Exceptions to RFP." The West Piedmont WDB is under no obligation to agree to any such proposed change(s).

#### **11. Final Authority**

The final authority to award contracts as a result of this RFP rests solely with the West Piedmont WDB.

#### **C. Anticipated Schedule for RFP Submission, Review, and Award (subject to change based on availability of Board)**

- RFP Released: May 1, 2024 - Available on WDB's website
- Proposals Due: May 31, 2024 Must be received by the West Piedmont WDB no later than 2:00 p.m. local time
- Committee Review: June 3 - June 7, 2024
- Intent to Award Posted: June 10, 2024
- Contract Development and Transition Plan: June-July 1, 2024
- Contract begins on July 1, 2024

*The West Piedmont WDB reserves the right to make changes to the above timeline.*

**Submission Details:** Proposals are due **no later than 2:00 p.m. (local time) on May 31th, 2024** and must be received at the following address:

**Tyler Freeland,**  
**West Piedmont Workforce Development Board**  
**300 Franklin Street, Suite 241**  
**Martinsville, VA 24112**  
[Tyler@vcwwestpiedmont.org](mailto:Tyler@vcwwestpiedmont.org)

**One hard-copy original and seven copies are required, along with an electronic version in Word or PDF format. The budget sheets must be provided electronically utilizing the budget sheet located on the WIB's website. If your submission includes proprietary information, a redacted copy must be provided at the time of submission. The electronic version may be submitted on a jump drive with the hard copies, or by email to:**

[Tyler@vcwwestpiedmont.org](mailto:Tyler@vcwwestpiedmont.org)

While requiring adherence to WIOA requirements, the WDB does not dictate specific strategies so that bidders can exhibit their innovative ideas and approaches, to be combined with their past experience and success, in conveying how they might provide youth services in the West Piedmont region. However, for review purposes, proposals should be organized

using the following outline, with no more than 25 pages total per program area being considered (excluding attachments):

West Piedmont Workforce Investment Board Proposal Preparation Guidance

Deadline: Sealed offers must be sent to the address listed in the RFP no later than 2 p.m. (local time) Friday, May 31st, 2024. Any proposal received after this deadline will not be considered, and will be returned unopened to the proposer.

Proposals must be clearly marked on the outside envelope or packaging with “Response to WPWIB May 2024 RFP”.

Proposals should be organized in the order in which the requirements are presented in the RFP. Please see Attachment IV for full proposal preparation guidance.

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: Organizational Capability and Experience

Tab 3: Service Area and Operations

Tab 4: Service Delivery Strategies-What and How?

Tab 5: Collaboration

Tab 6: Budget

Tab 7: Required Forms, including signed acknowledgment of Terms and Conditions and Contractor Requirements

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.

### Proposal Review Criteria

Element	Point Range
Organizational capability and experience (Tab 2)	0-20
Evidence of community partnerships as outlined in RFP, collaboration and leveraging of resources (Tab 5)	0-10
Planned approach to program design and service strategy (Tab 3&4)	0-50
Proposed cost and service levels, budget and budget narrative (Tab 6)	0-20

## **Part 3. Framework for Proposals**

### **Section A. One Stop Career Center Operator**

The West Piedmont One Stop Career Center Operator (The Operator) coordinates, facilitates, promotes, designs, and expedites services for the West Piedmont WDB designated One Stop Career Centers (also referred to as American Job Centers). The scope of operations involves the delivery of the full array of Workforce Innovation and Opportunity Act (WIOA) services, including WIOA mandated and non-mandated partner organizations, to all interested jobseekers and employers in the comprehensive One Stop Career Centers and affiliated satellite sites. **Services are to be business focused, and move at the speed of business.**

In addition, the West Piedmont Operator provides management and oversight of the partnership of agencies that comprise the One Stop Career Center system. The primary goal of the Operator is to create a seamless, business driven system of partners among workforce development, economic development, business, and community agencies in order to meet the needs of employers and jobseekers in the West Piedmont region. The Operator will oversee development of a workforce that meets the employers' needs in the West Piedmont region. The Operator will work closely with West Piedmont WDB staff to implement customer focused, integrated, West Piedmont One Stop Career Centers for employers and jobseekers.

- The Operator shall ensure that One Stop Career Center partners, on an ongoing basis, deliver quality and timely career services.
- The Operator shall provide information and access to training services, including serving as the point of access to training services for participants under WIOA.
- The Operator shall provide information and access to programs and activities carried out by Workforce partners as described in the Memorandum of Understanding between the local WDB and the local elected officials.
- The Operator shall coordinate access to the labor market data, information, analysis and all job search, placement, recruitment, and other labor exchange services authorized by Wagner-Peyser in collaboration with the Virginia Employment Commission.
- The Operator shall ensure that all Center services and outreach materials are ADA and EO compliant.
- The Operator shall ensure that all partners co-located at the center enter into a cost allocation plan to share expenses incurred at the Centers.
- The One-Stop Operator is required to provide 24 hour a day, 7 day a week coverage for any facility related issues that may arise.

#### **1. One Stop Certification**

The One Stop Career Center Operator shall achieve the major work components and standards necessary to acquire and maintain One Stop Certification Standards. These standards may be found on the Virginia Career Works website: <https://virginiacareerworks.com/wp-content/uploads/VWL-17-02-One-Stop-Certification-Process-Final-8-9-2017-1-1.pdf>

The Operator is responsible for implementing any updates to the One Stop Certification Standards. It is expected that the successful Proposer will work in close partnership with the West Piedmont WDB staff to provide guidance and leadership to the West Piedmont One Stop Career Centers to achieve the following outcomes:

- Deliver a high-quality, consistent set of services to jobseekers and employers. Employers have been identified as the primary customer for WIOA services.

- Ensure a mix of services that allow the system to serve a diverse customer base.
- Coordinate services and funding to support customer access to and success in postsecondary education.
- Support jobseekers and workers progress toward economic self-sufficiency.
- Promote business, industry-sector and employer-driven skill development strategies.
- Maintain and consistently improve the integration of services and service providers within the One Stop Career Center delivery system.
- Ensure high levels of accountability, cost-efficiency, and innovation to maximize resources and customer satisfaction.

The Operator is responsible for implementing and managing the West Piedmont One Stop Career Centers under policies and guidelines established by the West Piedmont WDB, the Virginia Board for Workforce Development and the federal government. Under this component, the Operator is responsible for coordinating with the West Piedmont WDB to ensure system-wide standards are achieved, and utilize continuous quality improvement assessment tools to document positive change and to systemize standards and their usage across the system.

The Operator is responsible for promoting and facilitating integration of service delivery in the West Piedmont One Stop Career Centers. Examples of services to be provided under this work component include:

- Managing resource sharing and cost-allocation in the One Stop Career Center, including management of universal core services
- Assist in marketing the One Stop Career Center, WIOA programs and services
- Supporting system communications
- Coordinating staff competency training
- Coordinating with training institutions

## **2. Partners**

The Operator selected through this procurement will coordinate the services offered by the One Stop Career Center Partners according to the requirements of the Workforce Innovation and Opportunity Act.

Required Partners (\*denotes mandated partners) as authorized by WIOA include:

- WIOA Adult Program\*
- WIOA Dislocated Worker Program\*
- WIOA Youth Program\*
- Wagner-Peyser Employment Services\*
- Adult Education\*
- Vocational Rehabilitation\*
- Career and Technical Education (Perkins Act)
- Community Service Block Grant
- Indian and Native American Programs
- HUD Employment and Training Programs
- Job Corps
- Local Veterans' Employment Representatives & Disabled Veterans' Outreach Program
- National Farmworker Jobs Program

- Senior Community Service Employment Program
- TANF (unless otherwise waived by Governor)
- Trade Adjustment Assistance Programs
- Unemployment Compensation Programs
- YouthBuild

Additional Workforce Partners are organizations who voluntarily involve their services in the Virginia Workforce System.

Potential Partners listed in the Act include:

- Social Security Employment and training programs, e.g. Ticket to Work
- Supplemental Nutrition Assistance Program (SNAP)
- Vocational Rehabilitation Client Assistance Program
- National and Community Service Act programs
- Other federal, state, or local employment, education, or training programs, including those provided by libraries
- Additional potential partners may be included in the Memorandum of Understanding (MOU).

Monthly partner meetings shall be held to encourage communication among partners, to leverage resources, to discuss effectiveness of the One Stop Career Centers, and to create strategies to more effectively serve the customer.

*Partner Requirements:*

The One Stop Career Center Operator shall be expected to negotiate with the partners and maintain the resource sharing agreements in these efforts. The One Stop Career Center Operator will collaborate with WDB staff to finalize the MOU for the local elected officials and the cost allocation plan with partners each year. Each resource sharing agreement shall detail the following:

1. Services provided and coordinated through the West Piedmont's One Stop Career Centers.
2. Funding of shared services and infrastructure costs.
3. Referral methods between partners and One Stop Career Center operator.

Partners will make a commitment to support the following:

- A strong entrepreneurial approach designed to serve the customer, simplifying bureaucratic systems;
- Bringing funded or in-kind resources;
- Providing staff to be supervised (functionally) by the managing entity, or providing a state-of-the-art electronic linkage in lieu of a staff presence;
- Sharing in the cost of Center operations;
- Actively participating in the governance of the Center; and
- Supporting the Center's mission, goals and business plan.

The One Stop Career Center Operator, working collaboratively with the Workforce Partners and the West Piedmont WDB, will drive the formation of integrated, innovative West Piedmont One Stop Career Centers. The Operator must be committed to sharing the overall cost of operations and support the incorporation of resource development and fund

diversification into the West Piedmont One Stop Career Centers. In partnership with the WDB, the Operator will develop both short and long-range options for identifying and securing resources to support the efforts of the WDB to develop cutting-edge strategies that meet the needs of West Piedmont residents. The Operator should demonstrate their ability to leverage both cash and in-kind resources in the delivery of workforce development services. The Workforce Operator shall arrange for services to be integrated (where possible and reasonable) into the West Piedmont One Stop Career Centers in such a way that duplication of service is avoided.

### **3. Establishing Career Services in the Community**

In addition to the comprehensive One Stop Career Centers and affiliated satellite sites, the Operator shall establish, maintain, and coordinate services in areas that make it easy for jobseekers to access services. This will include planning to deliver services outside normal work hours and in areas outside the Centers where large volumes of customers need services and may have difficulty accessing the One-Stop Centers. The Operator will determine equipment and support needs associated with meeting the needs of jobseekers in the community.

### **4. Outreach**

The Operator will be responsible for developing an outreach plan that shall include developing brochures (in addition to, but not duplicative of WDB or State mandated brochures), Multi-media presentations, community-based print and radio ads, social media outreach and if appropriate, website information detailing business offerings and an overall strategy for announcing the resources of the West Piedmont WDB One Stop Career Centers. All materials produced and published must be approved by and shared with the WDB staff. The Operator shall use all mandated brochures developed by the WDB or the State. The Operator will also implement the branding campaign that is currently being enacted by the Virginia Community College System.

Printed material and other written information at the Center must be language accessible for the West Piedmont's diverse population of jobseekers. Whenever feasible, language barriers should be removed so that all visitors to the Centers feel welcome and can benefit from the experience. The Operator shall establish and maintain a Limited English Proficiency Plan, including services for individuals with a hearing impairment. The Operator is required to train all staff on how to use the Limited English Proficiency plan.

### **5. Services Provided To Employers**

All West Piedmont One Stop Career Centers shall offer a broad range of integrated services that are provided free-of-charge to all employers to support economic and workforce development efforts. The Operator will be responsible for coordinating the following employer services with staff:

- Interview facilities at the Site;
- Access to labor market and related information through the Virginia Workforce Connection
- State and/or federally generated information on ADA;
- Information regarding workplace accommodations for persons with disabilities;
- Information and referral to business start-up, retention and expansion services;
- Information and referral to sources for developing customized training programs;
- Information on career preparation activities and career pathways;



- Information on Trade Adjustment Act (TAA) and certification;
- Information about incentives such as OJT programs, based on worker eligibility;
- State and/or federally generated information on tax credits for new hires;
- State and/or federal program information on Federal bonding;
- Access to information and services through the Center and online;
- Access to media to address the employment and training needs of businesses;
- Avenues to place job openings as well as access to Virginia Workforce Network; and
- Other services as appropriate.

All sites shall work with the Operator to ensure that the preceding employer services are offered through the West Piedmont One Stop Career Centers. Each One Stop Career Center employee (regardless of funding) shall represent the West Piedmont One Stop Career Centers.

The Operator shall work with the Business Service Manager and Team lead for the West Piedmont region to develop a systematic, equitable approach in determining (based on need) what level of services each business will receive from the One Stop Career Centers. This methodology must be approved by the West Piedmont WDB prior to implementation. The Operator is responsible for working with the Business Services Team in order to achieve employer satisfaction performance measures set forth by DOL.

## **6. Rapid Response Services**

Rapid Response Services, as mandated by DOL, are services delivered to businesses and employees of companies that are experiencing downsizing through layoffs or closure and may have also been impacted by a Worker Adjustment & Retraining Notification (WARN) issued by the State. The Virginia Community College System coordinates the Rapid Response teams across the State of Virginia. The Operator will be expected to participate as necessary in these outreach teams. The Comprehensive One Stop Career Centers shall provide the following Rapid Response Services to employees of businesses issuing WARN notices, in conjunction with the Virginia Community College System and the local Economic Development offices in the West Piedmont region. Services may include:

- Reviewing affected workers' assistance needs;
- Assisting with Rapid Response workshop presentations to assist with career transition, job search tools and skills, résumé preparation, and interviewing techniques;
- Assessing re-employment prospects for workers in the local community;
- Providing information on available resources to meet the short and long-term needs of affected workers;
- Establishing a process of referring affected employees to the West Piedmont One Stop Career Centers;
- Developing recruitment/job development activities including job fairs, positive recruitments, job lead development, and general recruitment notifications;

## **7. Services Provided To Jobseekers**

It is expected One-Stop Certification Standards be met regarding the ability to provide career services and activities to all jobseekers.

### *1. Accessibility*

Selected providers will meet all requirements regarding compliance with State and Federal disability laws and procedures for ensuring universally accessible physical and program environments for all customers. It is required that providers complete and adhere to the standards and expectations set forth in the national Equal Opportunity Self-Assessment

Guides and checklists. The sites are monitored annually for compliance. Selected providers' staff may be required to attend training in program access for customers with disabilities and access to employment programs and services for the disabled. Successful bidders are responsible for ensuring ongoing compliance with ADA laws and standards in relation to accessibility. The West Piedmont WDB is currently the leaseholder for the Comprehensive One Stop Career Centers. As leaseholder, the West Piedmont WDB in partnership with the selected Operator will negotiate with the building owner any costs associated with establishing and maintaining full ADA accessibility for the Comprehensive One Stop Career Center. The Contractor is required to adhere to [VWL No. 401-03](http://www.elevatevirginia.org/wp-content/uploads/2016/12/Policy-401-03-Provision-of-Career-Services-FinalSigned.pdf): <http://www.elevatevirginia.org/wp-content/uploads/2016/12/Policy-401-03-Provision-of-Career-Services-FinalSigned.pdf>.

## *2. Hours of Operation*

Regular hours of operation for the Comprehensive One Stop Career Centers are Monday through Friday from 8:30am to 5:00pm. All contractors must have a staff presence at the Workforce Center whenever the Center is in operation. Hours may vary by location for Satellites. One Stop Career Centers will be closed on applicable State and Federal holidays. Selected providers must be prepared to deliver some services that may require non-traditional hours. Center hours may be adjusted at the Board's discretion. The WDB expects the Operator to develop a plan for meeting the needs of customers outside normal business hours. If the proposing organization observes a holiday schedule different than the Workforce Centers', it must be approved in advance by the West Piedmont WDB.

## *3. Resource Room for Universal Access*

The West Piedmont One Stop Career Centers shall host a resource room for use by jobseekers. The comprehensive Workforce site must have a self-serve resource area or "resource room" that offers the following services to customers:

- Labor exchange tools
- Computer applications software
- Résumé writing software
- Career exploration software
- Job, career, and skill self-assessment tools
- Career, job, and labor market information
- Career planning information
- Job search information
- Interviewing assistance
- Information on writing résumés and cover letters
- Information on job retention
- Directories
- Periodicals

The resource room shall house computers with Internet access, appropriate software to create letters, résumés and job applications, email capability, and computer software for customers to engage in self-learning activities. Shared printers shall accompany the computers. A phone area must be arranged in such a way that individuals may talk privately to employers with minimal noise and distraction. At minimum, one dedicated telephone line must be available for filing unemployment compensation claims. The room shall be equipped with fax machines and copier(s) completely accessible to the public with written instructions for use. Limitations or restrictions placed on this equipment must meet WDB staff approval prior to implementation. Special equipment shall be available for those customers who are hearing and seeing impaired. Auxiliary aids and services, including a TTY phone line, shall be

available upon request to individuals with disabilities. The physical layout of the room must meet ADA requirements.

The Operator is responsible for developing a staffing plan for the resource room with partners co-located in the Center. Staff must be available in the resource room to provide labor market and job information, to answer questions, and provide assistance in operating equipment and software in the resource room. All staff in the resource room must have the ability to provide basic information on all partner programs participating in the One Stop Career Center (including those partners electronically linked and/or physically located outside the Center), including but not limited to a description of the services offered by partners and instructions for how to access services.

#### *4. Workforce Orientation*

The Contractor shall provide an orientation that informs individuals of the full array of services available, including all partner services conducted at the Workforce site and any other pertinent resources to ensure successful return to employment. The orientation shall include a collaborative overview of the services available at the Workforce Centers in the West Piedmont region. Selected contractors are responsible for ensuring that all program specific requirements are addressed in the orientation. The frequency of delivery of these orientations shall be included in a master calendar and published on a monthly basis for the public in addition to being posted on the West Piedmont WDB website calendar. Orientation events will also be posted on local community calendars and in the newspaper. The Management Teams will identify the frequency of orientation sessions that will be provided. One-on-one orientations must also be available for the public at the customers' (business or jobseeker) convenience.

#### *5. Workshops*

The Comprehensive One Stop Career Centers shall offer a wide range of informational workshops to jobseekers. Workshops shall be offered on a regular basis throughout the month. The Operator is responsible for coordinating these workshops.

### **8. Deliverables**

The Contractor will be required to provide the following deliverables:

- a. Business Driven Service Delivery
- b. One-Stop Certification of all Centers
- c. Executed Resource Sharing Agreements
- d. A Business Plan for that includes the satellite and steps to meet jobseekers' needs outside of the Workforce Centers
- e. At a minimum, meets all performance measures (WIOA measures, Business Plan, WDB goals, customer satisfaction, etc.)
- f. Ongoing, executed Staff Development and Training plan for all One Stop Career Center staff, including partners
- g. Develop, maintain (and expand if necessary) service locations
- h. Coordinate all services in the One Stop Career Center services and programs
- i. Ongoing participation in workforce development related community events
- j. Ongoing collaboration and information sharing with the WDB staff
- k. Workshop schedules on a monthly basis
- l. Partner coverage for resource rooms
- m. Up-to-date and executed Outreach plan for the One Stop Career Centers
- n. Promotion of WorkKeys in the community

- o. Expend a minimum of 90% of total grant with an emphasis on expenditures on clients
- p. Expend 100% of the training dollars allocated to each program
- q. Other goals that support the Scope of Work outlined in this RFP

## **9. Reports**

*Monthly and Quarterly Reports:* Routine monthly and quarterly written programmatic reports shall be due by the fifteenth (15th) calendar day of the month following the month or quarter being reported on.

Note: Specific required reports will be identified by the WDB at the beginning of the awarded contract. (Other reports may be required throughout the year at the request of the WDB.)

Attachment I

2024 Request for Proposals Cover Sheet  
**West Piedmont Workforce Development Board**  
Workforce Innovation and Opportunity Act Programs

Please include as the cover to the proposal submission.

By my signature below, I attest that I have read the Request For Proposal (RFP) for the program above, and that to the best of my knowledge and belief, all information in this application is true and correct, that the applicant understands and accepts all requirements and procedures stated therein, that the document has been duly authorized by the governing body of the applicant, and that the applicant will comply with all program guidelines terms, conditions and regulations if funding is awarded.

**Program Proposal Area(s) (Include program type and geographic location)**

**Organization:** (Legal Name and Address):

Name

Address

Email:

Phone

**Authorized Signatory:**

Name

Title

Signature

Date

## Attachment II

### Terms & Conditions

Definitions. The following terms will have the meanings set forth below:

- a. "Board" refers to the West Piedmont Workforce Development Board.
- b. "Board Staff Representative" refers to the Executive Director of the Board or to her designee (as such designation is conveyed to a Contractor).
- c. "Contractor" refers to a successful bidder with whom the Board enters into a contract pursuant to the provisions of this Request for Proposals.
- d. "DOL" refers to the U.S. Department of Labor, the federal cognizant agency and funding source for the Workforce Investment Act.
- e. "May" is permissive.
- f. "Subcontract" refers to 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.
- g. "Subcontractor" refers to the person or entity with whom a Contractor enters into an agreement for the purpose of procuring property and/or services under this contract.
- h. "VCCS" refers to the Virginia Community College System, the state administrative entity for the Workforce Innovation and Opportunity Act.
- i. "Will" is imperative.
- j. "WOIA" refers to the federal Workforce Innovation and Opportunity Act.

The contractor awarded a grant should assume that WIOA Terms and Conditions apply unless otherwise notified by the Board. Upon award of a contract under provisions of this RFP, the Contractor to whom the award is made, must comply with the laws of Virginia, which require such entity to be authorized and/or licensed to do business in the State, notwithstanding the fact that applicable statutes may exempt or exclude the Contractor from requirements that it be authorized and/or licensed to do business in the State. By submission of its signed application, any proposer agrees to subject itself to the jurisdiction and process of the courts of the Commonwealth of Virginia as to all matters and disputes arising or to arise under any contract and the performance thereof, including any questions as to the liability for taxes, license or fees levied by the State. This contract is made, entered into, and shall be performed in the City of Martinsville, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the contract resulting from the Request for Proposal, its interpretations, or its performance shall be litigated only in the General District Court for the City of Martinsville or the Circuit Court for the City of Martinsville, Virginia.

1. Change. The Board Staff representative 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 terms of Paragraph 4 of this Attachment ("Disputes"). However, nothing in this clause will excuse the Contractor from proceeding with the contract as changed.

2. Termination of Contract:

- a. The Board reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons the performance; is adjudicated bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any insurance policies or bonds required by this contract or applicable laws or regulations. Failure of the Contractor to comply with any section or part of this contract will be considered grounds for immediate termination of the contract by the Board.
- b. Notwithstanding anything to the contrary contained in the contract between the Board and the Contractor, the Board may, without prejudice to any other rights it may have, terminate the

contract for convenience and without cause, by giving at least 30 days written notice to the Contractor, although the Board and the Contractor may agree to terminate the contract in a lesser amount of time.

c. If the provisions of this Paragraph are used by the Board, the Contractor will be paid by the Board for all services satisfactorily performed by the Contractor up to the termination date set in the written termination notice. The Contractor has sixty (60) calendar days after the effective date of the termination to bill for final payment. The Contractor shall be entitled to receive just and equitable compensation for any services performed hereunder through the date of termination. After receipt of any notice of termination pursuant to this Paragraph, 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 service 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 cancelled commitments, the Contractor agrees to each of the following:

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

3. Stop Work/Suspension of Performance. The Board 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 further performance until directed to do so in writing by the Board. Any costs incurred or performances done by the Contractor after receipt of a stop performance notice are at the sole risk of the Contractor. The Board will be liable for payment of all covered services rendered prior to the effective date of the stop performance order. Under no circumstances will a stop performance order be used to terminate the 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 Board.

#### 4. 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 Board or as otherwise provided by law.

5. Contract Modifications. Modifications to this contract can be effected only through the following methods:

- a. The Board Staff Representative, when necessary, will modify the contract:

1. Pursuant to the authority set forth in Item 1 (“Change”) of this Attachment, or
2. For administrative reasons (such actions have no effect on performance required or terms of the contract).

b. The Contractor may recommend revisions to the Board Staff Representative. When the contractor desires to recommend revisions to the Board Staff Representative, 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, unless specific written permission is granted by the Board Staff Representative.

6. Financial Limitation. The Board will have no liability for any costs incurred above the ceiling limit of the Proposal and Award Sheet for this contract. Any costs incurred by the Contractor above that limit during the performance period 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.

7. Eligibility Certification. The Contractor agrees that all participants in this contract must be certified eligible. Eligibility will be performed and documented by the contractor with periodic review as directed by the Board Staff representative.

8. 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 because of race, color, religion, sex, age, national origin, handicap, 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 Board Staff Representative 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.

9. Grievances or Complaints. All grievances or complaints by participants, if not satisfied through informal discussion with appropriate supervisors, will be filed in accordance with Contractor's established grievance procedures and reported to the Board in a timely manner. All action taken in response to the complaint must be done in consultation with the Board. Appeals to decisions rendered will be processed in accordance with the procedures provided by the Board Staff Representative.

10. Availability of Funds. It is understood and agreed between the Contractor and the Board that the Board will be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

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 misexpenditure of said funds. Any required repayment will not be by or from federal funds.



12. Cost Liability. Neither the Governor, the Commonwealth of Virginia, the VCCS, nor the Board assumes liability by virtue of this contract for any costs incurred above the amount provided pursuant to this contract nor 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 Board 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 Board and must be returned immediately, unless specifically directed otherwise in writing by the Board Staff Representative. In the event unusual circumstances indicate the contractor may have difficulty satisfying such obligations within the specified time allotted, he must notify the Board Staff Representative 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 Board after expiration of said 30-day period.

13. Allowable Costs

- a. Funds granted under the WIOA 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. Payments for contract services shall be cost reimbursement only. No payment shall be due the Contractor for work performed either prior to the effective date or beyond the termination date of the contract.

15. Withholding of Payment. Payment of final invoice may be withheld until the Contractor has completed required actions to close out the contract.

16. Loss or Theft of Federal Property. All equipment or other non-consumable property purchased through cost reimbursement contracts is Board 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 Board Staff Representative 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:
  1. A description of the missing article of property including the cost, serial number, WIOA tag numbers, and other such pertinent information;
  2. A description of the circumstances surrounding the loss or theft; and
  3. 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.

17. Reporting Requirements in General. Each Contractor will submit periodic reports as required. Required information will be submitted no later than the date specified at the time of the request.

18. Retention of Records

- a. Records will be retained in accordance with established requirements. Contractor will return all records to the board, or to an entity as directed by the Board, at the conclusion of the contract. Board Staff Representative may grant permission to destroy records no longer pertinent to the contract.
- b. Records will be retained if audit findings have not been resolved.

19. Confidentiality of Records.

- a. The Contractor will refer to the Board all requests, made by members of the public, for records first produced under this contract. Board staff may require the Contractor to release the names of all participants in programs under this contract and the names of all individuals employed in staff positions and/or make available to the public other information 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.
- b. 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 may be divulged to parties having responsibilities under the contract for monitoring or evaluating the services and performances of the contract, to the Board Staff Representative (or other duly-authorized representative designated by the Executive Director) or to governmental authorities to the extent necessary for proper administration of the law.
- c. Any breach of confidentiality regardless of extent must be reported to the board chair or president within 24 hours of the occurrence.
- d. Any requests for documents under the Freedom of Information Act or other legal or jurisdictional requirement should be forwarded to the Board. The Board is solely responsible for providing the information to the interested party.

20. Court Actions. The Contractor agrees to give the Board immediate notice in writing of any action or suits filed and prompt notice of any claims made against the Contractor, a Subcontractor, or any of the parties involved in the implementation and administration of the WIOA program.

21. Right of Access. The VCCS, DOL, the Comptroller General of the United States, the Board, or any of their representatives will have access to work and training sites and to any books, documents, papers, and records (including, fiscal data, program information and computer records) of the Contractor 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 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.

22. Inspections, Monitoring and Audits by the Board

- a. All Contractor operations incident to performance under this contract will be subject to inspection by the Board Staff Representative (or other duly-authorized representative designated by the Executive Director) 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. The inspections by the Board Staff Representative (or other duly-authorized representative designated by the Executive Director) do not relieve the Contractor from any responsibility for failure to meet contract requirements, which may be discovered at a later date.
- b. Local monitoring by the Board will test compliance with the appropriate requirements for grants and agreements applicable for each type of entity receiving the funds. Monitoring requirements include but are not limited to:
  - i. Compliance with WIOA, federal regulations (including OMB Circulars A-87 and A-122), state policies and procedures. This includes appropriate reviews of procurement, performance, and resolution of audit findings including those of Subcontractors in addition to other areas for review (Section 667.410(a) (1) and (2)).
  - ii. Expenditures: On-site reviews of financial records and the source documents, i.e., invoices, receipts, vouchers, cancelled checks, time sheets, etc.
  - iii. Eligibility: On-site reviews of programmatic records, i.e., participant files including paper and computer case management files, eligibility, and supportive services documentation.

- iv. For compliance with WIOA eligibility requirements of services and support payments being received, ensure verification of attendance and satisfactory progress for participants who are enrolled in training. Program operators should verify training status with schools.
- v. Reviewing reports submitted by all Subcontractors including MIS, financial and performance data.
- vi. Reviews with all Subcontractors of any exceptions, issues, or lack of internal controls found.
- vii. Mutually agreed upon written plans for corrective action (if appropriate).
- viii. Formal written reports of results of the reviews. Any findings or questioned costs should be addressed in the finding and determination resolution process.

c. Audit – The contractor must make records available for audit or review on demand by the Board, the VCCS, and the DOL or any other appropriate entity. Audits will seek to ensure the operator complies with laws, regulations, and provisions of contracts or grant agreements

23. Liability and Insurance. The Board 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 a public liability insurance policy as set forth below. Premiums chargeable for the insurance will be paid by the Contractor. The Contractor shall have in force, at minimum, the insurance coverage set out in this section during the entire term of this Agreement. Prior to the execution of this Agreement, the Contractor shall provide Board with a Certificate of Liability Insurance evidencing that the insurance coverage as required herein is in effect. Such certificate shall be attached with the submitted proposal. The Contractor shall notify the Board thirty (30) calendar days prior to the cancellation or material change of such coverage (excluding coverage reduction for claims filed) or any change in the insurance carrier.

Required Insurance Coverage:

- a. Workers' Compensation covering all employees as required by Virginia law and Employers' liability with the following limits:
  - 1. Each accident: \$500,000.00
  - 2. Disease - policy: \$500,000.00
  - 3. Disease – each employee: \$500,000.00
- b. Professional Liability (no less than): \$2,000,000.00
- c. Commercial General Liability with the following limits:
  - 1. General Aggregate: \$2,000,000.00
  - 2. Products – Comp/Op Aggregate: \$1,000,000.00
  - 3. Personal & Advertising Injury: \$1,000,000.00
  - 4. Each Occurrence: \$1,000,000.00
  - 5. Fire Damage: \$ 100,000.00
  - 6. Medical Expense: \$ 5,000.00
- d. Comprehensive Automobile Liability with the following limits:
  - 1. Combined Single Limit: \$1,000,000.00
- e. Excessive Liability, Umbrella Form: \$2,000,000.00 each occurrence and \$2,000,000 aggregate

24. Assurances.

Although this section specifically references Workforce Investment Act laws and regulations, the bidder should assume that the same laws and rulings are in effect for the WIOA until otherwise notified. The Contractor/Subcontractors must comply with the following federal regulations and requirements:

- (1) 29 CFR Part 17, dated 7/1/91 (Executive Order 12372) and any amendments thereto;
- (2) 35 Federal Regulations 32874 et seq. (1973) or any replacements and subsequent revisions or amendments thereof;
- (3) 2 CFR 200 Uniform administrative requirements, cost principles, and audit requirements for federal awards
- (4) 48 CFR Part 31 (applies to commercial organizations);
- (5) 29 CFR Part 95 which codifies OMB A-122;
- (6) 29 CFR Part 97 which codifies OMB A-87;
- (7) Section 504 of the Rehabilitation Act of 1973, as amended;
- (8) Section 508 of the Rehabilitation Act of 1973, as amended;
- (9) Age Discrimination Act of 1975, as amended;
- (10) Title IX of the Education Amendments of 1972, as amended;
- (11) Section 188 of the Workforce Innovation and Opportunity Act of 2014 and Section 188 of the Workforce Investment Act of 1998 (WIA);
- (12) Title II Subpart A of the Americans with Disabilities Act of 1990, as amended;
- (13) Title VI of the Civil Rights Act of 1964, as amended;
- (14) Title VII, Civil Rights Act of 1964, as amended, Section 2000e-16, employment by Federal Government;
- (15) Equal Pay Act of 1963, as amended;
- (16) 29 CFR Part 37: Implementation of the Nondiscrimination and Equal Opportunity
- (17) Provisions of the Workforce Investment Act of 1998 (WIA);
- (18) Executive Order 13160 Nondiscrimination on the Basis of Race, Sex, Color, National Origin, Disability, Religion, Age, Sexual Orientation, and Status as a Parent in Federally Conducted Education and Training Programs;
- (19) Jobs for Veterans Act Public Law 107-288 and 20 CFR Part 1010;
- (20) Executive Order 13145 to Prohibit Discrimination in Federal Employment Based on Genetic Information;
- (21) Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and
- (22) Executive Order 11478 Equal Employment Opportunity in the Federal Government.
- (23) Establish and use internal program management procedures sufficient to prevent fraud and program abuse.
- (24) Maintain auditable and otherwise adequate records, which support the expenditure of all funds under its contract.
- (25) Child labor requirements of the Fair Labor Standards Act or the Child Labor Laws of Virginia, whichever is more restrictive.
- (26) The Hatch Act, which limits the political activity of certain state and local government employees.
- (27) 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: No facility to be utilized in the performance of the contract has been listed on the EPA List of Violating Facilities.2. The contractor will notify 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.3. The contractor will include substantially this assurance, including this third part, in every non-exempt subcontract.

- (28) 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.
- (29) All applicable provisions of the Americans with Disabilities Act.
- (30) Avoidance of debarment that would prevent award of federal funds

25. Title to Property Acquired or Materials Developed.

- a. Title to all property furnished by the Board will remain with the Board unless or until such title is specifically relinquished in writing by the Board.
- b. 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 Board upon commencement of processing or use of such property and/or materials developed in the performance of the contract or reimbursement of the cost thereof by the Board in whole or in part, whichever occurs first. Title to property will not be affected by the incorporation or attachment thereof to any property and/or materials not owned by the Board or any part thereof which becomes a fixture or loses its identity or personality by reason of affixation to any realty.
- c. The Contractor assumes responsibility for inventory control, maintenance, and physical security of non-consumable Board property.
- d. All requests for purchase or rental of non-consumable property must be approved by the Board Staff Representative (or other duly-authorized representative designated by the Executive Director) 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.)
- e. Inventions and Patents -- The Contractor will report promptly and fully to the Board any program which produces patentable items, patent rights, processes or inventions in the course of work under the WIOA contract. Unless the contractor and the Board previously agreed on the disposition, the Board will determine whether protection of the invention or discovery will be sought. The Board will also determine how the invention or discovery rights, including rights under any patent issued thereon, will be allocated and administered.

26. Ownership of Materials. The VCCS, DOL, and the Board will have unlimited rights to any data, materials, reports, studies, photographs, negatives, films, videos, or other documents first produced or delivered under this contract.

27. 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 WIOA, State Procurement Regulations, the regulations as approved by the Secretary of Labor, and these Terms and Conditions.

28. Federal Rules and Regulations. This contract is under the Commonwealth of Virginia Procurement Regulations and the Contractor agrees to abide by these and all present or future rules and regulations imposed upon the WIOA.

29. Contingency Clause. The Contractor agrees to comply with all present or future federal and/or state rules and regulations imposed upon the Board. The Contractor further agrees that, as a result of any changes in the WIOA 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 pursuant to the terms of Paragraph 2 of this Attachment ("Termination of Contract")." 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 Board 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.

30. 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.

31. Subletting and Assignment. The Contractor will not assign this contract or any part therein, unless otherwise provided or without the written consent of the Board Staff Representative, but 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 Board Staff Representative 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, will cause the annulment of said transfer or assignment so far as the Board is concerned.

32. Standard of Conduct. The Contractor hereby agrees that in administering this contract, it 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 Contractor 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, its executive staff and employees, in administering this contract, 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 Board Staff Representative 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 contract, 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 grant.

33. Bonding. A blanket fidelity bond must be secured for all officers, directors, agents, and employees of the Contractor/Subcontractors who have authority over and accessibility to WIOA 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, but under no circumstances to be less than \$100,000.

34. Coverage. All entities/organizations funded, either partially or wholly, using WIOA 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 WIOA. All entities must meet this requirement as a condition of receiving a contract with, and any subsequent funding from, the Board.

35. Performance. The Board 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 Board. Performance under this contract may be a consideration in future contracts and negotiations.

36. Audit. The Contractor will have an independent audit performed annually. The Contractor will ensure that the auditor, immediately and in writing, notifies the Board of possible acts of fraud discovered during the performance of the audit. The Contractor will ensure the auditor issues the Board a copy of the audit report upon its completion. The Board, VCCS, and the Virginia Auditor of Public Accounts will determine the acceptability of the audit reports. The Board 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 DOL Grant Officer.

37. 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

38. Public Announcements. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing or promoting projects or programs funded in whole or in part with federal money, the Contractor and its Subcontractors 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.
- The Board as the source of such funding

39. Disallowed Costs. The Board will give the VCCS timely notification of the possibility of disallowed costs incurred by its Contractors. In appropriate cases, the VCCS will petition the DOL for guidance. In the event that repayment is required, the Board will use prompt and efficient debt collection procedures to obtain cash repayment of disallowed costs, and the Contractor shall be responsible for reasonable attorneys' fees incurred by the Board during the debt collection process. The Board 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. The board also retains the right to reduce reimbursement requests by the amount of any disallowed costs.

40. Any legal determination, or determination by an authorized state or federal oversight or compliance entity, that renders a portion of this contract null and void will not negate the enforcement and validity of the remainder of the contract.

#### 41. Federal Considerations

Federal regulations for the WIOA are currently being drafted by the US Department of Labor and will not be finalized until 2016. The West Piedmont WDB reserves the right to cancel or modify this request for proposal or the scope of funding of an approved WIOA program to any extent necessary to ensure compliance with state and/or federal guidelines. This may occur at any time prior to/or during implementation of the WIOA programs for PY2021 or any applicable extensions. Therefore, all successful proposers must demonstrate the capability and agree, in advance, to modify their program design to comply with the new regulations and/or changes to available funds.

On December 26, 2014, Department of Labor announced that the OMB Circulars had been revised. A-133, A-87, and A-122 were combined into one OMB circular. All WIA and WIOA funding will be subject to the new OMB circular, 2 CFR 200. The successful bidder will need to be familiar with the new OMB circular, and should reference TEGL 15-14, "Implementation of the New Uniform Guidance Regulations," for further information. The parties to this MOU acknowledge that they will incorporate by reference and abide by the following certifications and assurances as part of this agreement including:

- Certification Regarding Lobbying (29 CFR Part 93)
- Drug-Free Workplace Requirements Certification (29 CFR Part 98)
- Non-Discrimination and Equal Opportunity Assurance (29 CFR Part 37)
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters (29 CFR Part 98)
- Standard Form 424b Standard Assurances (Non-Construction Programs)

The parties to this MOU acknowledge that they will incorporate and abide by the following requirements as part of this agreement including:

- Intellectual Property Rights: The Federal government reserves a paid-up, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for Federal purposes: 1) the copyright in all products developed under the grant, including a grant or subcontract under the grant or subgrant and 2) any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials)); Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. The grantee may not use federal funds to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in



a work, where the Department has a license or rights of free use in such work. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities. If applicable, the following needs to be on all products developed in whole or in part with grant funds:

- "This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner."
- Veteran's Priority of Service: The provisions of the Jobs for Veterans Act (JVA), Pub.L. 107-288 (38 USC 4215) require grantees to provide priority of service for veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service can be found at 20 CFR Part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Grantees must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL No.10-09 is available at <http://wdr.doleta.gov/directives/attach/TEGL/TEGL10-09acc.pdf> .
- Buy American: Workforce Investment Act (WIA) Section 505 (20 USC 9275) require all equipment and products purchased with funds should be American-made as required by the Buy American Act (41 USC 8302)
- Human Trafficking: Executive Order 13333 requires termination without penalty, if a subgrantee, contractor, or subcontractor engages in human trafficking
- Salary Compensation and Bonus: Public Law 113-6 (Division F, Title I, sections 1101 (a)(4),1102), 112-74 (Division F, Title I, section 105) and TEGL 05-06 restrict subrecipient salary compensation and bonus limitations of an individual, either direct or indirect, at a rate in excess of Executive Level II TEGL 05-06 is available at [http://wdr.doleta.gov/directives/attach/TEGL/TEGL05-06\\_508.pdf](http://wdr.doleta.gov/directives/attach/TEGL/TEGL05-06_508.pdf)

## Attachment III

### **CONTRACTOR REQUIREMENTS**

#### **A. Record of Hours Worked or Time Sheet**

The Contractor and its Subcontractors will be required to maintain a record of “Hours Worked or a Time Sheet” on all staff members funded in full or in part with WIOA funds as a result of any contractual agreement resulting from this RFP. The timesheet must be a cost allocation timesheet that documents hours worked under each funding stream. Such records shall reflect actual hours worked, annual and/or sick leave hours taken, personal days, and holiday hours taken per pay period. The record of hours worked or time sheet shall be signed by the employee and the employee’s supervisor. The record or the time sheet must also reflect the time allocated to any and all WIOA projects, as well as any other non-WIOA projects.

#### **B. Professional Development of WIOA Funded Staff**

The Contractor shall be required to support the continued professional development of its fully or partially WIOA funded staff through attendance at WIOA-related professional development training opportunities and WIOA-announced Contractor meetings/trainings. All contracted staff will possess the Workforce Development Certification provided by VCCS within 90 days of being hired.

#### **C. Equipment Requirement**

The contractor will be responsible for furnishing and maintaining any and all equipment necessary for the successful delivery of programs and services described in their proposal.

#### **D. NCRC Requirement**

The WPWIB is currently having staff positions funded through this RFP profiled. When hiring staff for positions, the contractor is required to adhere to the NCRC attainment levels identified by the profiling.

#### **E. Certified Work Ready Community**

The contractor is required to actively support and advocate for the region’s effort to become the first Certified Work Ready Community in the state of Virginia.

## **F. Program Administration Requirements**

### *1. Fiscal Record Keeping*

The proposer's administrative and fiscal capabilities will be assessed before contracts are finalized. A representative of the West Piedmont Workforce development board may visit the offering entity to evaluate. Any serious discrepancies found will be brought to the attention of the West Piedmont Workforce development board prior to finalizing the contract award and could result in the cancellation of the commitment to fund. In general, proposers who become operators, as a result of this RFP will be required to maintain records for a time period sufficient to cover Data Validation and Audits; however, not to exceed five (5) years.

### *3. Reporting*

#### Financial Reports:

Successful proposers awarded a grant will prepare and submit financial reports to the West Piedmont Workforce development board's Executive Director by the 15th calendar day of each month. Appropriate supporting backup documentation for the requested payment must be attached to each invoice submitted.

Financial Reports include:

- Monthly Request for Payment
- Detail Support for Payment Request
- General Ledger Detail
- YTD Expenditure Reports
- Contract Obligations by Fund Stream

Program Operators will be required to abide by all requirements of the WIOA law and regulations as well as any related Commonwealth of Virginia Regulations and guidance which specify common definitions and reporting of participant demographic, economic and personal characteristics, services received and outcomes; and the eligibility requirements for the various funding sources. Contractors will be required to collect and enter the participant personal, demographic, service activity experiences and outcome information using the Virginia Workforce System. In addition to the contract statement of work, program operators will be expected to comply with all Federal, State and Local instruction letters.

All contractors will be required to provide monthly, bi-monthly, or quarterly progress reports of program performance and expenditures in comparison to the deliverables agreed upon in the contract. Successful proposers awarded a grant will also be required to submit all other necessary forms, documents, and/or reports that may be required from time to time. Additionally, these forms, documents and/or reports may be altered as necessary in the future to meet requirements of the WIOA Management Information System.

### *4. Audits*

In accordance with OMB A-133 or 2 CFR 200, Subpart F – Audit Requirements for fiscal years after 12/26/14, successful proposers must submit all finalized audit reports to the Awarding Entity within thirty (30) calendar days of receipt.

### *5. Monitoring & Evaluation*

Successful proposers awarded a grant will be required to develop internal monitoring procedures to ensure that program operations are conducted in compliance with the WIOA Final Rules and Regulations and any contractual agreement resulting from this RFP.

### *6. Documents Required of Selected Bidders*

Successful proposers awarded a grant will be required to provide the following compliance documents as part of their response to this RFP:

- Federal Identification Number
- List of Current Board Members of Governing Body
- Current Fiscal Statement and Copy of Last Audit or Financial Review prepared by an independent accounting firm
- Travel Policies
- Grievance Procedures
- Staff Personnel Policies
- Charter and By-Laws of Organization
- Evidence of Signatory Authority
- Cost Allocation Plan
- Indirect Cost Plan and Approval Letter by Cognizant Agency
- Lobbying Certification
- Fidelity Bonding
- Debarment and Suspension Certification
- Organization's Mission and Vision Statements
- Certificate of insurance as identified in Section 26 of Attachment 2

Note: All compliance documents listed above are required to be submitted prior to the beginning of each new contract period. If the awarded contractor does not submit all documents listed above prior to the start date of the contract, the contractor will not be reimbursed for any services delivered between the start date of the contract and the date the compliance documents are received.

#### *8. Indirect Costs*

All proposers who include indirect costs as a part of their application budget must have an indirect cost plan approved by their parent agency. Proposers must include a listing of all items included in the indirect cost pool.

#### *9. Participant Time and Attendance*

Successful proposers awarded a grant will be required to document participant's time and attendance throughout the period the participant is receiving training or supportive services. Participants abide by the attendance policy of the training provider. Time sheets must be signed by the participant; verified by the case manager, classroom instructor, training, or worksite supervisor; and maintained in the customer's official WIOA file folder.

#### *10. Participant Files*

Successful proposers awarded a grant will be required to maintain WIOA participant files (either in a hard file or electronic file) as specified in any contractual agreement resulting from this RFP.

#### *11. Payments Made on Behalf of Participants*

Participants may be eligible to receive supportive service payments and/or needs-based payments. Proposers will be required to make sure that there are checks and balances between the maintenance of timesheets or other source documents, and the cutting and distribution of checks on behalf of the participants. Failure to document fully the basis for issuing any of the aforementioned payments made on behalf of participants may result in disallowed costs. The contractor must reimburse disallowed costs to the local Workforce Investment Area from Non- WIOA fund sources, the WDB retains the right to reduce reimbursement requests by the amount of the disallowed cost.

*12. Refund Policy*

Proposers who become contractors will be required to establish an internal refund policy and procedure for retrieving any unused tuition funds when a WIOA participant enrolled in tuition- based training concludes early.

13. *Criteria for Earning Profit* – Under Cost Reimbursement contracts, criteria for profit may be established by the LWDA and may be used to evaluate proposers request for payment of profit. In order to earn profit allotted in the grantee’s budget, the grantee must provide track-able data and reports upon request in a manner that enables the LWDA to comply with requests and reporting requirements of the Virginia Procurement Act and USDOL and make timely payments to vendors and employers. All criteria proposed must be quantifiable, track- able (evidence can be produced), and reasonable. Profit margins shall not exceed ten percent (10%) of the Contract. Criteria for Profit will be reviewed and included in negotiating final contracts.

14. The Operator understands and agrees as part of their submission of their bid to meet the following conditions:

- 1. Discloses any potential conflicts of interest arising from the relationships of the operators with particular partners or service providers;
- 2. Does not establish practices that create disincentives to providing services to individuals with barriers to employment that may require longer-term services, such as intensive employment, training, and education services;
- 3. Complies with Federal regulations, and procurement policies, relating to the calculation and use of profits;
- 4 Has the ability to fulfill Contract requirements, including the indemnification and insurance requirements;
- 5. Has the ability to maintain adequate files and records and meet reporting requirements.
- 6. Must comply with the Style Manual approved by the West Piedmont WDB.

Signature acknowledging the aforementioned contractor requirements have been read and agreed to:

\_\_\_\_\_ Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

## Attachment IV

### West Piedmont Workforce Investment Board Proposal Preparation Guidance

Deadline: Sealed offers must be sent to the address listed in the RFP no later than 2 p.m. (local time) Friday, May 31, 2024. Any proposal received after this deadline will not be considered, and will be returned unopened to the proposer.

Proposals must be clearly marked on the outside envelope or packaging with “Response to WPWIB May 2024 RFP”.

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: Organizational Capability and Experience

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 Innovation and Opportunity Act and related Federal regulations may be accessed on the Department of Labor’s website at [www.doleta.gov](http://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
- 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 Board of Workforce Development and WPWIB Local Plan.

#### **Tab 2: Organizational Capability and Experience**

- 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 WIOA (workforce development, other employment placement services 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 customers, business and jobseekers.

**Tab 4: Service Delivery Strategies – What and How?**

Describe how you propose to meet the specifications for One Stop Operator described in the RFP. Number your responses to correspond to numbers 1-4 listed below. If any of the sections 1-3 do not apply, write "NA" next to the appropriate numbers.

- 1. Identify the service area being proposed.
- 2. Explain in detail how you will be successful in facilitating the delivery of the services identified in sections below:
  - A. Career and jobseeker services provided by Center Partners
  - B. Outreach and recruitment strategies that will engage both jobseekers and business customers
  - C. Plans to grow and improve linkages to the business community
  - D. Acknowledge that your agency will adhere to the WPWIB's General Complaint Policy for participant grievance process
  - E. Customer satisfaction process
  - F. Coordination and collaboration with community resource organization to deliver program services (include in proposal executed MOUs reflecting partnerships)
  - G. Describe how you will you meet or exceed center certification standards
  - H. Proposed timeline for the onset of the delivery of services
  - 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)
  - J. Describe how you will support the region's Certified Work Ready Community Initiative.
  - K. Communicate your vision for the role the Workforce Center plays in the business community
  - L. Describe how you will structure services at the Workforce Center to deliver services to business customers at the speed demanded by the business
- 5.

**Tab 5: Collaboration**

- a. Describe how you will improve collaboration with all workforce and community partners and leverage resources with adult education programs, and other community agencies to assist participants in achieving academic, employment outcomes and provide seamless integration of services offered to business and jobseeker customers. The plan must specify how the model will be driven by the needs and expectations of local employers.

- 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** – All proposers are required to supply their own equipment necessary for the provision of services contained within this RFP.

- a. Include a line item budget utilizing the Budget Form, Attachment F, adhering to the following line items:
  - i. Salary & Wages – Operational (administrative, management, professional)
  - ii. Benefits – Operational (administrative, management, professional)
  - iii. Printing
  - iv. Outreach
  - v. Postage
  - vi. Telephone
  - vii. Lease/rental (facility)
  - viii. Utilities (if applicable)
  - ix. Travel (staff)
  - x. Office Supplies (equipment purchase may not be included)
  - xi. Other Operating Supplies (must specify)

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

- a. General Terms and Conditions-Attachment II
- b. Program Administration Requirements
- c. Most recent Financial Audit or Financial Review by independent accountant
- d. Certification of Bonding
- e. Disclosure of Lobbying
- f. Attachment V, Certifications
- g. Business Plan
- h. 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.
- i. 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.



## **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 1<sup>st</sup> 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.

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.

**CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

(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.

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,

(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 of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. 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.

**Statement for Loan Guarantees and Loan Insurance**

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

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<b>Applicant's Organization:</b> _____		
<b>Printed Name and Title of Authorized Representative</b>		
<b>Prefix</b> _____	<b>First Name</b> _____	<b>Middle Name</b> _____
<b>Last Name</b> _____	<b>Suffix</b> _____	<b>Title</b> _____
<b>Signature</b> _____		<b>Date</b> _____

Attachment VI  
**West Piedmont Workforce Development 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 WIOA from the Department of Labor, the grant applicant assures, with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA-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 WIOA contractors will account for all Federal funds, WIOA 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 \_\_\_\_\_