



**Local Workforce Development Area 6 (LWDA6)  
Piedmont Workforce Network Board  
Request for Proposals**

Workforce Innovation and Opportunity Act  
**Youth Programs**

**Release Date: Friday, February 9, 2018**  
**Submission Deadline: Friday, March 9 by 5:00 p.m. EST**  
**Contract Period: July 1, 2018 – June 30, 2019**

UVA Research Park  
1001 Research Park Blvd., Suite 310  
Charlottesville, VA 22911  
(434) 979-5610  
[www.piedmontworkforce.net](http://www.piedmontworkforce.net)

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**Request for Proposals RFP No. 18-01-02**  
Piedmont Workforce Network Board  
Workforce Innovation and Opportunity Act (WIOA) -  
Youth Programs

In compliance with the Workforce Innovation and Opportunity Act (WIOA) of 2014, Piedmont Workforce Network (PWN) is seeking competitive proposals from qualified sources to provide services for the WIOA Youth Programs in the Counties of Albemarle, Culpeper, Fauquier, Fluvanna, Greene, Louisa, Madison, Nelson, Orange and Rappahannock and the City of Charlottesville, also known as Local Workforce Development Area 6 (LWDA6).

This document constitutes the official Request for Proposals (RFP) format and all terms and conditions shall become, through incorporation by reference, a part of any contract or contracts entered in furtherance hereof. All PWN programs must adhere to Equal Employment Opportunity guidelines. Auxiliary aides and services are available for individuals with disabilities. The primary source of funding for the PWN is the [United States Department of Labor Employment and Training Administration](#). All proposers must be in compliance with the PWN's [Equal Opportunity Policy](#) and are subject to Equal Opportunity monitoring.

Proposal submissions, including **eight copies** with **signatures** and a **USB flash drive** with an electronic version of the submission, must be received at the PWN office **no later than 5:00 PM EST on Friday, March 9, 2018**. Proposals will be received **ONLY** at the PWN office via mail or in- person.

PWN Board RFP  
Attn: Mary-Huffard Kegley, Workforce Director  
UVA Research Park  
1001 Research Park Blvd, Suite 301  
Charlottesville, VA 22911

**Incomplete proposals or any proposals received after 5:00 PM EST on Friday, March 9, 2018 WILL NOT BE CONSIDERED** and will be returned **WITHOUT EXCEPTION**.

Questions regarding this RFP may be addressed to Mary-Huffard Kegley at 434-979-5610 or [mhkegley@centralvirginia.org](mailto:mhkegley@centralvirginia.org).

The local workforce development system provides employers and organizations assistance in recruiting and retaining a high-skilled workforce to further business and economic development goals. Programs for individuals should foster and enhance linkages between employer and employees, especially in high-demand careers. Proposals should show a strong understanding of the PWN target industries/demand occupations and how you will work to prepare participants for family-sustaining jobs in those sectors.

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## I. General Information

The PWN is currently seeking proposals from organizations to provide services to WIOA eligible Youth in LWDA6. The program shall commence on July 1, 2018 and shall continue through June 30, 2019. The PWN reserves the option of extending any, all, or no contract for one (1) additional year, subject to negotiation. This one (1) year contract extension option may be exercised up to two (2) times subject to negotiation. Maximum duration may not exceed three (3) years, which includes all allowable extensions.

All proposing organizations will be committed to following and adapting to new regulations as released by the Department of Labor Employment and Training Administration in regard to the WIOA of 2014.

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

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

All non-governmental entities or agencies must provide verification of legal status of the entity or agency as applicable. Any consortium groups that submit proposals in response to this RFP **must include signed Memorandum's of Understanding (MOUs)** by all participating consortium members that outline responsibilities and commitments of each member.

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

Performance specifications contained in this RFP are minimum standards for acceptability, and are based on the WIOA of 2014 standards. The PWN reserves the right to institute local performance standards and/or other performance measurement systems to ensure quality programs.

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

requested by the PWN. Address all inquiries concerning this RFP, program elements, or other issues to PWN staff.

All proposers should refer to **Attachment C – General Terms and Conditions** for additional criteria and information regarding responses to the RFP and subsequent contracts that may be developed between the selected proposer and the PWN.

## II. Scope of Work

The WIOA of 2014 establishes a continuum of workforce development services for Youth that support employment, retention, earnings, and occupational skills attainment. One-on-one and group activities assess participants current occupational skills, general aptitudes, and work interests to develop a career plan. Eligible individuals may access a variety of individualized career services to meet their personal and career goals. Proposers agree to furnish all labor and expertise, perform all services, and to do all other things in general support of delivering WIOA services through the Youth Programs in LWDA6, as more particularly hereinafter provided and upon the terms and conditions hereinafter set forth. This includes, but is not limited to, the following activities.

- Development and implementation of a viable outreach and recruitment strategy for eligible WIOA Youth to meet targeted annual enrollment levels and minimum expenditure levels as set forth by the PWN and CLEOs;
- Collaboration with the mandated and critical WIOA partners in the workforce development system to provide Youth services, included but not limited to:
  - Title II Adult Education and Literacy Act Programs;
  - Title III Wagner-Peyser Act Employment Services;
  - Title IV Vocational Rehabilitation Services;
  - Title V Senior Community Service Employment Programs;
  - Carl Perkins Career and Technical Education Act Programs;
  - Community Services Block Grant Programs;
  - Indian and Native American Programs;
  - HUD Employment and Training Programs;
  - Veterans Employment Services;
  - National Farmworker Jobs Programs;
  - Temporary Assistance for Needy Families (TANF) Programs;
  - Trade Adjustment Assistance (TAA) Programs;
  - Unemployment Compensations Programs; and
  - YouthBuild;
- Determination, verification, and documentation of WIOA eligibility for program participants, maintenance of formal participant eligibility files, and related quality assurance activities;
- Administration of formal and informal assessments to identify skills, competencies, and supportive service needs of WIOA Youth participants;
- Development of Individual Employment Plans (IEPs) and ongoing case management for each WIOA participant;

- Provision of services to WIOA participants through the completion of the participant’s IEP, including but not limited to career counseling, training monitoring, supportive service administration, employment placement activities, and follow up services;
- Coordination and co-location of services at official comprehensive and affiliate Works Centers within LWDA6;
- Alignment of services with WIOA legislation and required performance measures for the Youth program, as well as required performance and reporting from the Virginia Board of Workforce Development;
- Integration of WIOA Youth Program with other Federal, state, local, and community programs; and
- Provision of comprehensive reporting on a monthly, quarterly, annual, or ad-hoc basis as requested by the PWN or its staff designees.

### III. Specifications for Youth Programs

#### Eligibility

Click on following links to view eligibility requirements for the Workforce Investment Act Youth programs:

[Attachment C WIOA Youth Eligibility](#)

[Attachment J WIOA Eligibility Checklist for In-School Youth](#)

[Attachment K WIOA Eligibility Checklist for Out of School Youth](#)

[Virginia Workforce Letter 16-11](#)

[Virginia Workforce Letter 16-12](#)

#### Youth Program Elements

Under the Workforce Innovation and Opportunity Act, the Youth Program includes fourteen (14) different program elements that should be incorporated into service delivery for Youth participants. They are as follows:

#### Improving Educational Achievement

- (A) Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential;
- (B) Alternative secondary school services, or dropout recovery services, as appropriate;
- (C) Activities that help youth prepare for a transition to postsecondary education and training.

#### Preparing for and Succeeding in Employment

- (D) Paid and unpaid work experiences that have as a component academic and occupational education, which may include—
  - (1) Summer employment opportunities and other employment opportunities available throughout the school year;
  - (2) Pre-apprenticeship programs;
  - (3) Internships and job shadowing; and

- (4) On-the-Job Training opportunities
- (E) Occupational skill training, which may include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved
- (F) Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
- (G) Entrepreneurial skills training;
- (H) Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services;

#### Supporting Youth

- (I) Supportive services;
- (J) Adult mentoring for the period of participation and subsequent period, for a total of not less than 12 months;
- (K) Follow-up services for not less than 12 months after the completion of participation, as appropriate;
- (L) Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate;

#### Developing the Potential of Young People as Citizens and Leaders

- (M) Leadership development opportunities, which may include community service and peer centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate; and
- (N) Financial literacy education.

#### **Additional Work Requirements**

In addition to the delivery of programmatic services to In-School and Out-of-School Youth, proposing organizations must also perform the following work activities:

1. Outreach and Recruitment – The proposing organization will be responsible for the development and implementation of a viable outreach and recruitment plan to result in the enrollment levels identified in the proposal.
2. Eligibility Determination – The proposing organization will be responsible for the determination, verification and documentation of WIOA eligibility for program participants, maintenance of a formal participant eligibility file and related quality assurance activities. In order to participate in a program funded under this RFP, In-School and Out-of-School Youth must meet the eligibility requirements as determined by guidance found here: [Workforce Investment Act Youth Eligibility Requirements](#).
3. Assessment and Fourteen (14) Program Elements – The proposing organization will be responsible for conducting and documenting a comprehensive assessment of all participants, to include basic skills, occupational skills, interests, aptitudes, work readiness skills, barriers and supportive service needs. Assessment instruments appropriate to the population are to be used. Based on the results of the assessment, a determination will be made as to which of the

defined fourteen (14) program elements will be needed by the assessed youth. Proposing organizations are responsible for entering into written agreements and establishing viable linkages with community organizations. Youth are not required to receive all fourteen (14) program elements, just the ones that are needed. In addition to the above, the proposing organization will also be responsible for the administration and evaluation of appropriate pre- and post-tests to measure actual performance outcomes for participants, as appropriate to the activity.

4. Individual Service Strategy (ISS) Development – The proposing organization will be responsible for the development and documentation of an ISS for each participant based on the results of the assessment. This document will identify the participant’s short and long-term goals, specific plan of activities and services to attain the goals, identification of any applicable barriers and resolutions and required supportive services. The ISS is to be periodically reviewed with the participant and adjusted, as warranted, and is to be developed within thirty (30) days of the date of program enrollment and reviewed every ninety (90) days thereafter.
5. Worksite Facilitation – The proposing organization will be responsible for the development and execution of formal worksite agreements with employers that participate in paid and unpaid work experience, summer employment, job shadowing and internship activities. This agreement will stipulate the roles and responsibilities of each party and identify the duties and expectations for the job or activity to be provided, as well as, the terms, conditions, stipulations, and assurances related to the relationship. All such relationships will include supervisors and participant orientations prior to start.
6. Integration and Co-location with One-Stop Facilities – In the interest of establishing a seamless delivery of services for all prospective customers and in keeping with both the spirit and letter of the WIOA legislation as it pertains to the participation of all mandatory partner agencies and programs, it is essential that all the WIOA Title I funded programs be operated in the most effective and integrated manner possible. Proposers will need to understand the general expectation that the outreach and recruitment functions associated with the delivery of any proposed Out-of-School activities will need to be located and coordinated out of the One Stop Centers to the extent possible. Ideally, all the Youth Service Providers’ staffing infrastructure, with the exception of in-school programs and training components, will be physically co-located to the extent practicable within existing One Stop Center locations. The only exceptions to this general expectation of co-location of services with the One Stop Centers, is if suitable space in the One Stops is not available or if there is a strong business case that can be made, on the part of either the One Stop System or Youth Services, why this expected integration would not benefit the customers and/or why such integration may not be feasible.

### Performance Requirements

In PY2017, the PWN negotiated with the Commonwealth of Virginia for the following performance measurement requirements:

| <b>Performance Indicator</b>                       | <b>Negotiated Level</b> |
|--|-------------------------|
| <b>Youth Program</b>                               |                         |
| Employment Rate 2 <sup>nd</sup> Quarter After Exit | 72.4%                   |
| Employment Rate 4 <sup>th</sup> Quarter After Exit | 61.5%                   |
| Median Earnings 2 <sup>nd</sup> Quarter after Exit | Baseline                |
| Credential Attainment within 4 Quarters after Exit | 77.6%                   |
| Measurable Skills Gain                             | Baseline                |
| Effectiveness of Core Programs Serving Employers   | Baseline                |

Proposers must be able to meet or exceed all performance measures. The PWN will be required to negotiate these performance measures again for PY2018, but the process is not anticipated to take place until after the RFP submission deadline has passed. Proposers agree to comply with any revised performance measures released by the Department of Labor Employment and Training Administration, the Commonwealth of Virginia, and/or the Virginia Community College System. The PWN also reserves the ability to add or amend performance measurements based on local need. More information on the PY2017 negotiation process and definitions of performance indicators can be found in [VWL 16-04: LWDA Performance Goals Negotiations Process for PY2016 and PY2017](#).

### Participant and Fiscal Reporting

The proposing organization will be responsible for maintaining participant enrollment and service activity and outcome records, and documenting and verifying applicable performance measurements. The proposing organization seeking to administer the Youth Programs will also be responsible for directly entering such information into the Virginia Workforce Connection (VaWC) case management system on a regular and ongoing basis. Specific fiscal, programmatic, or administrative reports will be provided to the PWN upon request. In addition, the proposing organization will maintain a system that is sufficient for the accurate and timely accounting and reporting of all fiscal transactions under the contract. All requests for reimbursements will be made to the PWN. Reimbursement requests must include documentation that the expense has already occurred and all receipts and supporting documentation required before reimbursements will be honored. After the month has been closed out, no adjustments should be made to that particular month, and no reimbursements for a subsequent month will be made until all previous months have been properly processed.

### State Plan and Local Plan

The current administration in Virginia is focused on improving and streamlining workforce development programs throughout the Commonwealth. It is anticipated that the new incoming administration will foster similar goals, but until new policy and strategic vision has been established, proposers should be familiar with the [New Virginia Economy Strategic Plan](#) released by Governor Terrance McAuliffe, which outlines the goals for not only economic development but also workforce development.

The Commonwealth of Virginia was also required to submit a [State Plan](#) for workforce development activities to the Department of Labor Employment and Training Administration to be in compliance with WIOA regulations. This State Plan outlines the goals and vision for the statewide workforce development system and was developed in conjunction with all of the mandated and core WIOA partners in Virginia.

A [Local Plan](#) was also developed for LWDA6 to state local goals for workforce development activities in the region. Proposers should be familiar with the goals of the Local Plan and keep these goals in mind when responding to the RFP.

### Anticipated Funding

The PWN anticipates (contingent on the availability of funds) to award approximately **\$329,000** as follows to operate the In-School and Out-of-School Youth Programs in LWDA6.

| Program             | Projected Allocation  |
|---------------------|-----------------------|
| In-School Youth     | Special Programs only |
| Out-of-School Youth | \$329,000             |

This projection is based on an estimate using funds available for the Youth Programs in PY2017. This is only an estimate and exact allocations will not be finalized until PY2018 allocations are received. The PWN anticipates the PY2018 allocations will be received between May 2018 and June 2018 from the Virginia Community College System.

### Program Branding

All activities conducted by the program provider and funded by Piedmont Workforce Network will be consistent with PWN's brand and style guide. All marketing and other internal and external communication (including but not limited to presentations, materials, documents and forms used in recruiting, worksite development and orientation to students, parents, businesses, as well as specialty items) must use the PWN logo, as well as any required state or federal workforce co-branding. Staff of the provider will utilize [piedmontworkforce.net](mailto:piedmontworkforce.net) email addresses and branded nametags and business cards. Any documents or items created by the program provider must be approved by PWN staff prior to use.

## IV. Proposal Submission Information

**Deadline:** Proposals must be received at the address listed in the RFP no later than **5:00 PM EST** on **Friday, March 9, 2018**. Any proposal received after this deadline will **NOT** be considered, and will be returned to the proposer.

**Eight signed copies** of the proposal must be delivered to the PWN offices, including a **USB drive** with an electronic version. All pages of the proposal should be numbered and on 8 ½" x 11" plain white paper and must use size 11 font with 1" margins. Proposals must be placed in a **binder** with the following sections **separated by dividers** and clearly marked.

- Section 1: Cover Sheet
- Section 2: Proposer Qualifications
- Section 3: Service Area & Operations
- Section 4: Service Delivery Strategies
- Section 5: Budget
- Section 6: Required Forms
- Section 7: Additional Information
- Section 8: References and Recommendations

When completing budget forms, please note the following:

- Submission must include formulas for computing all indirect costs or cost allocation plans;
- If using an indirect cost rate, you must include documentation authorizing use of the rate;
- If your organization is requesting a profit and/or indirect rate, documentation to support the requested percentage must be attached; and
- Specify individual categories/items for which funds are being budgeted.

Information not organized in this manner risks elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed. Any requests for administrative funds must be in compliance with **Attachment D – Definition of Administrative Costs**. Below is a detailed description of the content to be included in each of the proposal sections.

### **Section 1: Cover Sheet**

In this section, please place a completed and signed cover sheet found in **Attachment A – Cover Sheet**. The cover sheet must be signed by an individual that is authorized to sign on behalf of the proposing organization.

### **Section 2: Proposer Qualifications**

In this section, the proposer must include responses to the following questions:

1. Describe previous or current experience with WIOA or similar employment-related services programs preparing participants for or placing in employment. Indicate where previous experience occurred, what programs were operated, and how many individuals were served, trained, and placed.
2. Please describe the qualities held by leadership within the proposing organization and their experience with managing WIOA programs or other employment-service related programs. Please include an updated copy of an organization chart showing the supervision and work flow from leadership through case management.
3. Please describe how the proposing organization will recruit qualified and skilled case managers to prevent turnover.
4. Describe the proposing organization's history of meeting various contract performance goals and objectives. Please include specific examples, especially those examples within the Commonwealth of Virginia.
5. If you have been subject to a corrective action, including disallowed costs, by WIOA in the past, please note this and state how you addressed it.

**Section 3: Service Area & Operations**

In this section, the proposer must include responses to the following questions:

1. Please demonstrate your understanding of local partners, population, and geographical diversity of LWDA6.
2. Describe initial and ongoing training that is provided to staff to ensure at a minimum an understanding of WIOA legislation, case management tactics, PWN policies and procedures, customer service, and other internal processes.
3. Describe the development and management of quality control processes to ensure continuous improvement, including but not limited to, internal monitoring of participant files, performance tracking and internal monitoring of case managers time and effort.
4. If the proposing organization provides training to job seekers in any capacity, please describe the training programs that are offered and how the proposing organization will identify potential conflicts of interest. Please also describe how the proposing organization will ensure customer choice in training (as defined in WIOA) and provide impartial provision of services.
5. Please describe the financial systems in place to operate the programs listed in the RFP and the internal controls present to ensure all costs are allowable and expenditures are tracked for reporting purposes. Please also note the relationship of financial staff and case management/project management staff and how they will ensure all parties are knowledgeable of expenditures to operate the WIOA programs listed in the RFP.

**Section 4: Service Delivery Strategies**

In this section, the proposer must include responses to the following questions:

1. Describe the local partners that will be critical to providing services to eligible Youth, and how the proposing organization will work toward collaboration and reduce duplication of services.
2. Describe the proposer's strategies for conducting outreach and recruitment to potential eligible candidates to receive services through the Youth program. Highlight any local partner organizations that will be key in outreach and recruitment strategies and the methods the proposing organization will take to work with them.
3. Describe the providers planned approach to marketing the program using the PWN brand and its services to individuals and businesses. Describe any training that will be provided to staff to ensure the PWN brand is embedded in all collateral and marketing programs/strategies.
4. Describe the process the proposing organization will take to ensure suitability of eligible participants for the Youth Programs.
5. Describe the career, aptitude, and literacy assessments that will be used during the intake and case management process for Youth participants to determine suitable training programs and career pathways.
6. Describe how the proposing organization will target the target industries identified in the LWDA6 Local Plan and encourage Youth participants to move toward skills leading to demand occupations within these industries.
7. Describe the importance of the Virginia Workforce Connection case management system and how the proposing organization will ensure that all data is entered in a timely and accurate

manner. Please note any previous experience and success with using the Virginia Workforce Connection.

8. Describe the strategies and tracking that the proposing organization will take to meet the Department of Labor's mandate that at least 75% of expenditures in Youth Programs are required to be for Out of School Youth. For further information, please refer to [Training and Employment Guidance Letter 23-14](#).
9. Describe the strategies and tracking that the proposing organization will take to meet the Department of Labor's mandate that at least 20% of expenditures in Youth Programs are required to be for Work Experiences. For further information, please refer to [Training and Employment Guidance Letter 23-14](#).
10. Describe how the organization plans to deliver each WIOA Youth Program Element (how do you plan to deliver these services or plan to partner to with other agencies to deliver these services? If there is a partnership, a detailed description and MOU must be included.):
  - a. Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential;
  - b. Alternative secondary school services, or dropout recovery services, as appropriate;
  - c. Activities that help youth prepare for a transition to postsecondary education and training;
  - d. Paid and unpaid work experiences that have as a component academic and occupational education, which may include—
    - i. Summer employment opportunities and other employment opportunities available throughout the school year;
    - ii. Pre-apprenticeship programs;
    - iii. Internships and job shadowing; and
    - iv. On-the-Job Training opportunities;
  - e. Occupational skill training, which may include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved;
  - f. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
  - g. Entrepreneurial skills training;
  - h. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services;
  - i. Supportive services;
  - j. Adult mentoring for the period of participation and subsequent period, for a total of not less than 12 months;
  - k. Follow-up services for not less than 12 months after the completion of participation, as appropriate;
  - l. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate;
  - m. Leadership development opportunities, which may include community service and

peer centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate;

n. Financial literacy education.

11. Describe the employment placement strategies that will be implemented to ensure that Youth participants are not only receiving training and skills to enhance their competitiveness, but also receiving assistance with connecting with local employers and job search activities.
12. Describe how the proposing organization will ensure that Youth participants have the necessary employment skills (“soft skills”) to complete interviews and secure and retain employment.
13. Describe how the proposing organization will work with the PWN’s Business Services Team with employment placement strategies and On-the-Job Training (OJT) recruitment implementation.
14. Describe how the proposing organization will work to place Youth in Work Experience activities and how this will be set forth in the participant’s Individual Employment Plan.
15. Describe the organization’s record management process to ensure that participant’s information is kept in a secure environment.

Please complete the following chart stating the proposed service levels for PY2018 in the Youth Program:

|                         | In-School Youth | Out-of-School Youth |
|-------------------------|-----------------|---------------------|
| Albemarle County        |                 |                     |
| City of Charlottesville |                 |                     |
| Culpeper County         |                 |                     |
| Fauquier County         |                 |                     |
| Fluvanna County         |                 |                     |
| Greene County           |                 |                     |
| Louisa County           |                 |                     |
| Madison County          |                 |                     |
| Nelson County           |                 |                     |
| Orange County           |                 |                     |
| Rappahannock County     |                 |                     |
| <b>TOTAL</b>            |                 |                     |

**Section 5: Budget**

Please include a budget narrative that addresses the following:

- A description of how the proposed budget effectively supports the program model.
- Include evidence in the budget of leveraged resources and in-kind contributions that will assist in meeting proposal outcomes, if any.
- If your organization is requesting a profit and/or indirect rate, documentation to support the requested percentage must be attached.

Proposing organizations must complete the **required** budget forms attached.

## Section 6: Required Forms

Proposing organizations must sign and complete all required forms found in **Attachment B – Required Forms**. The forms include the following:

- Disclosure/Certification of Lobbying
- Certification Regarding Indemnification
- Certification Regarding Drug-Free Workplace Requirements
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- Certification Regarding Compliance with Non-Discrimination and Equal Opportunity (EO) Laws and Regulations

## Section 7: Additional Information

Please include the following pieces of additional information:

1. Copy of most recent financial audit.
2. If your organization is a corporation, a Certificate of Incorporation must be submitted with the proposal. If the certificate is over 30 years old, then the proposer must also submit a copy of the latest annual report for the State Corporation Commission. For all other non-governmental organizations, it is necessary for the proposer to submit a signed, notarized affidavit which specifies how the business is organized (partnership or proprietorship). If not a partnership or proprietorship, then the organization must be explained. For governmental organizations, no certification of legal status is necessary.
3. If your organization claims non-profit status, evidence of the non-profit status must be submitted.
4. A copy of the company's Equal Employment Opportunity notification.

## Section 8: References and Recommendations

Please provide the following:

1. Letter of recommendation from a Commonwealth of Virginia workforce board. If the proposing organization has never operated within the Commonwealth of Virginia, a letter of recommendation from a workforce board in another state will suffice.
2. Any additional letters of recommendation or references.

## V. Proposal Review Information

Prospective proposers are advised that selection for a contract award will be made after a careful evaluation of the proposals by the PWN's RFP Committee and consideration of its recommendation by the full Board of Directors. Below is a timeline of the procurement process that will be used for this Request for Proposals. Note that dates may be subject to change, therefore all official meeting notices will be posted at [www.piedmontworkforce.net](http://www.piedmontworkforce.net)

### Timeline of Review

|                           |  |
|---------------------------|--|
| February 6, 2018          | Executive Committee meeting to approve RFP and appoint RFP Task Force  |
| February 9, 2018          | Release of Request for Proposals (RFP)   |
| March 9, 2018             | Legal public notification in newspapers of record  |
| March 10-11, 2018         | 5:00 PM EST Deadline for submissions<br>PWN staff technical review of proposals;<br>Distribute to selection task force by March 12 |
| Week of March 12-16, 2018 | Task force members review applications and submit rankings to PWN staff by Friday, March 16, 2018                                  |

|                      |  |
|----------------------|--|
| March 20 or 21, 2018 | Finalists announced & invited for interviews<br>RFP Task Force meeting to review applications and conduct interviews |
| March 29, 2018       | Recommendation presented to PWN Board during regularly scheduled PWN Board meeting (3:00 PM)                         |
| April 2018           | Work plan development and contract negotiation   |
| May 23, 2018         | Notice of Intent to Award released   |
| June 14, 2018        | Approval of final contract at PWN Council meeting (1:30 PM) and PWN Board meeting (3:00 PM)                          |

**Evaluation Criteria**

We have instituted procedures for assessing the technical merit of proposals to provide for an objective review of applications and to assist you in understanding the standards against which your proposal will be judged. The evaluation criteria are based on the information required in the proposal, as described in Section IV of the RFP. Reviewers will rate each section based on how fully and convincingly the proposal responds. For each “rating factor” the RFP Task Force will determine whether the proposer thoroughly meets, partially meets, or fails to meet the “rating factor,” based on the definitions and criteria below.

The final scores will serve as the primary basis for selection of applications for funding. The RFP Task Force scores and recommendations are advisory in nature and not binding on Piedmont Workforce Network or the Chief Local Elected Officials Consortium. Those bodies reserve the right to make selections based solely on the final scores or to take into consideration other relevant factors when applicable.

| <b>Youth Evaluation Criteria*</b> | <b>Points</b> |
|-----------------------------------|---------------|
| 1. Cover Sheet                    | 5             |
| 2. Proposer Qualifications        | 20            |
| 3. Service Area and Operations    | 20            |
| 4. Service Delivery Strategies    | 25            |
| 5. Budget                         | 15            |
| 6. References and Recommendations | 15            |
| <b>TOTAL</b>                      | <b>100</b>    |

| <b>Standard Rating</b>         | <b>Definition</b>  |
|--------------------------------|--|
| Thoroughly Meets (Full Points) | The proposal thoroughly responds to the rating factor, and fully and convincingly satisfies all of the stated specifications.  |
| Partially Meets (Half Points)  | The proposal responds incompletely to the rating factor or the application convincingly satisfies some, but not all, of the stated specifications.                       |
| Fails to Meet (Zero Points)    | The proposal does not respond to the rating factor or the proposal does respond to the rating factor but does not convincingly satisfy any of the stated specifications. |

\*Note that the information in “Section 7: Required Forms” and “Section 8: Additional Information” must be provided in order for the proposal to be considered complete, however they are not included in the evaluation criteria scores.

**Attachment A – Cover Sheet**

Request for Proposals Cover Sheet  
Piedmont Workforce Network  
Workforce Innovation and Opportunity Act (WIOA) Youth Services

**Name of Lead:** \_\_\_\_\_

**Agency/Organization:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

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

| <b>Organization:</b><br><i>(Legal Name and Address)</i> |       | <b>Authorized Signatory:</b> |       |
|---|-------|------------------------------|-------|
| <b>Name</b>   | _____ | <b>Name</b>                  | _____ |
| <b>Street Address</b>                                   | _____ | <b>Title</b>                 | _____ |
| <b>City, State, Zip</b>                                 | _____ | <b>Signature</b>             | _____ |
| <b>Phone</b>  | _____ | <b>Date</b>                  | _____ |

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**For Office Use Only**

**Date Received:** \_\_\_\_\_

**Time Received:** \_\_\_\_\_

**Signature of PWN Staff:** \_\_\_\_\_

Eight Copies       USB Drive

## ***Attachment B – Required Forms***

### **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions**

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

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to 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.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause 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.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required, to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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.

1. 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.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Agency:** \_\_\_\_\_

**Authorized Representative:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Certification Regarding Drug-Free Workplace Requirements**

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:

1. 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;
2. Establishing a drug-free awareness program to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The grantee's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. 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);
4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
5. 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;
6. 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:
7. Taking appropriate personnel action against such an employee up to and including termination; or
8. 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.
9. Making a good faith effort to continue to maintain a drug-free workplace.

**Agency:** \_\_\_\_\_

**Authorized Representative:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Certification Regarding Indemnification**

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, the Workforce Innovation and Opportunity Act, U.S. Department of Labor, Virginia Community College System, and Piedmont Workforce Network in performance of their contract.

With this understanding of responsibility, all Contractors will account for all Federal funds, WIA/WIOA property and program income, if generated. The recipient hereby agrees to indemnify, reimburse and save harmless Piedmont Workforce Network and Council (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.

**Agency:** \_\_\_\_\_

**Authorized Representative:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Certification Regarding Non-Discrimination and EEO Compliance**

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.

**Agency:** \_\_\_\_\_  
**Authorized Representative:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

### **Disclosure/Certification 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 the 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).

11. Enter Last Name, First Name, and Middle Initial (MI).
12. 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.
13. 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.
14. Check the appropriate box (boxes). Check all boxes that apply. If other, specify nature.
15. 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.
16. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
17. The certifying official shall sign and date the form, print his/her name, title and telephone number.

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

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

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

## Lobbying Activities

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

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

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

**Name of Agency** \_\_\_\_\_

**Authorized Representative** \_\_\_\_\_

**Title** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date:** \_\_\_\_\_

## ***Attachment C – General Terms and Conditions***

### **Definitions**

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

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

### **Change**

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

### **Stop Work/Suspension of Performance**

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

### **Termination for Convenience**

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

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

### **Termination for Default**

If the Contractor fails to perform under this contract or fails to make satisfactory progress so as to endanger performance, the PWNB will advise the Contractor in writing, and the Contractor has ten (10) days from receipt of such notice to correct the condition or to respond with a plan agreeable to PWNB to correct said deficiencies. Upon failure of the Contractor to respond within the appointed time or if the deficiency is not satisfactorily remedied, the PWNB may terminate the contract by providing a written termination order. In the event of such termination, the Contractor will be paid to the date of termination of such work as has been properly performed hereunder in

accordance with the payment provisions. Final billing for payment must be received by PWNB within forty-five (45) days of termination date.

#### **Disputes**

The Contractor agrees to communicate openly and directly and make every effort to resolve any problems or disputes in a cooperative manner. 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 PWNB or as otherwise provided by law.

#### **Contract Modifications**

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

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

#### **Financial Limitation**

The PWNB will have no liability for any costs incurred above the ceiling limit of the allocated WIOA funds to the Contractor as set forth in this contract. Any costs incurred by the Contractor above that limit during the performance period, as specified in the contract, will be at the sole risk of the Contractor. This provision in no way restricts the right to increase the ceiling by mutual consent of both parties; provided, however, that such increase is accomplished prior to any incurred cost exceeding the existing ceiling.

#### **Eligibility Certification**

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

#### **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 of the Education Amendments of 1972. 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 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 PWNB 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.

#### **Grievances or Complaints**

All grievances or complaints, if not satisfied through informal discussion with appropriate supervisors, will be filed in accordance with the Contractor's established grievance procedures. Appeals to decisions rendered will be processed in accordance with the procedures provided by the PWNB.

#### **Availability of Funds**

It is understood and agreed between the Contractor and the PWNB that the PWNB will be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract. PWNB shall endeavor to provide Contractor with as much advance notice as possible of a termination of funds, but in any

event shall provide no less than ten (10) days written notice of such termination. Notwithstanding the foregoing, if the PWNB receives less than ten (10) days' notice from a governmental agency governing, overseeing, controlling or otherwise affecting the operations of the PWNB ("Governmental Agency") that such funds are not available or no longer available or no longer available for the purposes of this contract, then the PWNB shall give to the Contractor notice which is reasonable under the circumstances.

**Accountability for Funds**

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

**Cost Liability**

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

The Contractor is responsible to ensure that all known outstanding financial obligations under this contract, except for wages and salaries incurred, have been paid within thirty (30) days after the contract ending date ("Closeout Period"). Upon expiration of this Closeout Period, the PWNB 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 PWNB and must be returned immediately, unless specifically directed otherwise in writing by the PWNB. In the event that there are unusual circumstances which may prevent the Contractor from satisfying the obligation to return the funds in the time provided, Contractor must notify the PWNB in writing within fifteen (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 PWNB. Notwithstanding the foregoing, if a Governmental Agency requires a Closeout Period that is less than thirty (30) days after the contract ending date, then the parties agree that the time periods in this Section shall be reduced accordingly.

**Allowable Costs**

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

**Payments**

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

**Final Reimbursement Request and Contract Closeout Report**

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

**Withholding of Payment**

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

**Property Accountability**

- a) All consumable property acquired through this contract, unless specifically exempted, shall revert to the PWNB upon the termination of this contract and shall be promptly returned to PWNB; provided, however that the PWNB may assign such property to the Contractor for use under another or a subsequent contract.
- b) The Contractor assumes responsibility for inventory control, maintenance, physical security, and return to PWNB of non-consumable property provided or made available to Contractor for administration of this contract.

- c) Contractor must obtain approval from PWNB prior to purchasing or getting any commitment to purchase or acquire any non-consumable property using contract funds. (Approval of budget figures for purchasing and/or renting non-consumable property does not constitute approval for purchase or rental.)
- d) Intangible Property:
  - 1. Inventions and Patents – The Contractor will report promptly and fully to the PWNB any program which produces patentable items, patent rights, processes or inventions in the course of work under this contract. Unless the Contractor and the PWNB previously agree on the disposition, the PWNB will determine whether protection of the invention or discovery will be sought. The PWNB will also determine how the invention or discovery rights, including rights under any patent issued thereon, will be allocated and administered.
  - 2. Copyrights – Unless otherwise provided in the terms and conditions of the contract, the Contractor may copyright material or permit others to do so for copyrightable material developed under a contract. If any material developed under this contract is copyrighted, the Department of Labor will have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, and otherwise use, and authorize others to use the work for federal purposes.

#### **Loss or Theft of Federal Property**

All equipment or other non-consumable property purchased through this contract is PWNB 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 PWNB 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

#### **Reporting Requirements in General**

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

#### **Retention of Records**

Contractor will be responsible for maintaining all financial records, statistical records, property records, applicant and participant records, supporting documentation, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years from the date of the final payment of this contract, or until all audits are complete and findings on all claims have finally been resolved, whichever is longer. Records for equipment shall be maintained beyond the prescribed period if necessary to ensure that they are retained for three (3) years after final disposition of the property. The Contractor will cooperate with PWNB to facilitate the duplication and/or transfer of any said records or documents during the required retention period. If the Contractor is unable to retain the records for the required period, the Contractor will notify PWNB in writing and request instructions. Contractor shall not dispose of any records without the prior written consent of PWNB.

#### **Confidentiality of Records**

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

#### **Court Actions**

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

### **Right of Access**

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

### **Inspections**

- a) All contractor operations incident to performance under this contract will be subject to inspection by the PWNB or Staff (or duly-authorized representative) to the extent reasonable and practicable at all times and places during the contract period. Instances of Contractor non-compliance with requirements of this contract will be properly corrected. Failure to correct these discrepancies promptly is cause for termination of this contract for fault, as provided under "Termination for Default."
- b) The inspections by the PWNB or Staff (or duly-authorized representative) do not relieve the Contractor from any responsibility for failure to meet contract requirements, which may be discovered at a later date.

### **Liability Clause**

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

### **Indemnity**

Contractor agrees to defend, indemnify, and hold harmless the PWNB and all of the PWNB's officers, agents, or employees against all claims, losses, suits, judgments, or damages, including the cost of administrative proceedings, court costs and attorney's fees, arising out of any acts, actions, negligence or omissions, or willful misconduct by the Contractor, and its agents, subcontractors, or employees, during the performance of this contract. The Contractor agrees that it is an independent Contractor of the PWNB and not an agent or employee.

### **Assurances**

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

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

- h) Will comply, to the extent applicable to this contract, with the Executive Order 11246 (Equal Employment Opportunities), the Copeland Anti-Kick-Back Act and the Davis-Bacon Act.
- i) Will comply with all applicable provisions of the Americans with Disabilities Act.

**Title to Property Acquired or Materials Developed**

Title to all property furnished by the PWNB will remain with the PWNB unless or until such title is specifically relinquished in writing by the PWNB. 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 PWNB upon delivery of such property by the vendor or materials by the Contractor. Property and materials developed, the cost of which is reimbursable to the Contractor under this contract, will pass to and vest in the PWNB upon:

- a) Commencement of processing or use of such property and/or materials developed in the performance of the contract, or
- b) Reimbursement of the cost thereof by the PWNB in whole or in part, whichever first occurs. Title to Property will not be affected by the incorporation of attachment thereof to any property and/or materials not owned by the PWNB or any part thereof that becomes a fixture or loses its identity or personality by reason of affixation to any realty.

**Ownership of Materials**

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

**Order of Precedence**

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

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

**Federal Rules and Regulations**

The Contractor agrees to comply with all present or future federal and/or state rules and regulations imposed upon the PWNB. The Contractor further agrees that, as a result of any changes in the Workforce Innovation and Opportunity funding, passage of replacement legislation, or other legislation causing a change to current legislation which affects this contract programmatically and/or monetarily, compliance on the Contractor's part is assured. The Contractor agrees to contract modifications being issued to implement changes, if such changes are considered within the scope of original intent of this contract and the parties' bargain for exchange. If such changes materially alter the parties bargained for exchange, the contract will be deemed to have been terminated by act of law and settlement will be made under General Terms and Conditions "Termination for Convenience." Furthermore, since all funding for this contract is contingent on the availability of federal funds by authorization and appropriation for activities contained in the contract, the PWNB 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.

**Internal Organization**

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

**Subletting and Assignment**

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

**Subcontracting**

All subcontractors and/or partners who will participate in the administration of the contract must be approved by PWNB and PWNB must approve and be provided with a copy of executed subcontracts or Memoranda of Understanding (MOU) prior to such entity performing any services covered by the contract. As soon as reasonably practical following the notice of award, the Contractor shall furnish to PWNB in writing the identity of any proposed subcontractors and/or partners and drafts of proposed subcontracts or MOU's. PWNB must reply within fourteen

(14) days of receipt of subcontractor/partner information indicating whether it has a reasonable objection to any such subcontractor/partner. If the Contractor receives no objection by the end of the fourteen (14) day period, the Contractor may proceed to contract with such subcontractor/partner so identified. If PWNB has reasonable objection to the proposed subcontractor/partner or the proposed subcontract, Contractor shall address those objections by identifying another subcontractor/partner or presenting a different subcontract. Notwithstanding anything contained herein to the contrary, Contractor shall cause all subcontracts to contain a provision incorporating the terms of the Request for Proposal, including without limitation these Terms and Conditions, by reference or otherwise, and to be made a part of any and all such subcontracts such that the same are legally binding upon the subcontractors and/or partners.

#### **Standard of Conduct**

The Contractor hereby agrees that in administering this sub-grant, they will comply with the standards of conduct, hereafter 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 sub-grant will be administered in an impartial manner, free from personal, financial, or political gain. The Contractor, their executive staff and employees, in administering this sub-grant, will avoid situations, which give rise to 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 PWNB before entering into an agreement. All correspondence will be kept on file and available for monitoring and audit reviews.
- c) 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 sub-grant funds will be used solely for purposes allowed under the grant.

#### **Bonding**

A blanket fidelity bond must be secured for all officers, directors, agents, and employees of the Contractor with authority over and accessibility to WIOA funds. Coverage will be in the sum of \$100,000.

#### **Coverage**

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

#### **Performance**

The PWNB may monitor and evaluate the Contractor's performance under the contract through analysis of required reports, expenditure statements, site visits, interviews with or surveys of relevant agencies/organizations and individuals having knowledge of the Contractor's services or operations, audit reports and other mechanisms deemed appropriate by the PWNB. Performance under this contract may be a consideration in future contracts and negotiations.

#### **Audit**

The Contractor will have an independent audit performed annually. The Contractor will ensure that the auditor, immediately and in writing, notifies the PWNB of possible acts of fraud discovered during the performance of the audit. The Contractor will ensure the auditor issues the PWNB a copy of the audit report upon its completion. The PWNB, Virginia Board of Workforce Development, and the Virginia Auditor of Public Accounts will determine the acceptability of the audit reports. The PWNB will provide the Virginia Board of Workforce Development with written documentation of the disposition of all questioned costs and administrative finds in the audit. The

disposition must detail actions taken and include appropriate supporting documentation. A determination of allowability of questioned costs will not be deemed final until accepted by the USDOL Grant Officer.

**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.

**Public Announcements**

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

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

**Disallowed Costs**

The PWNB will give the Virginia Board of Workforce Development timely notification of the possibility of disallowed costs incurred by its Contractors. In appropriate cases, the Virginia Board of Workforce Development will petition the USDOL for guidance. In the event that repayment is required, the PWNB will use prompt and efficient debt collection procedures to obtain cash repayment of disallowed costs. The PWNB will not forego debt collection procedures without the express written approval of the Virginia Board of Workforce Development. Any required repayment will not be by or from federal funds.

**Waiver**

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

**Independent Contractor**

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

**Severability**

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

**Headings**

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

**Survival**

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

**Governing Law**

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

**Marketing and Program Materials** - All marketing and advertising collaborative or other type of promotion of programs funded under this contract must be approved by PWN staff and at a minimum, be branded using the style guide for PWN. Copies of the style guide can be requested from PWN staff. This provision applies to print, electronic or other information dissemination methods regardless if conducted solely by the awardee or in coordination or partnership with other entities or funding streams. Information must clearly identify the PWN Board, the Commonwealth of Virginia and/or the United States Department of Labor as the source of funding when appropriate. All information must include the required EO statements and notifications.

### ***Attachment D – Definition of Administrative Costs***

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

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

- (4) Except as provided at paragraph (c)(1), all costs incurred for functions and activities of sub recipients and vendors are program costs.
- (5) Costs of the following information systems including the purchase, systems development and operating (e.g. data entry) costs are charged to the program category:
  - i. tracking or monitoring of participant and performance information;
  - ii. Employment statistics information, including job listing information, job skills information, and demand occupation information;
  - iii. Performance and program cost information on eligible providers of training services, youth activities, and appropriate education activities;
  - iv. Local area performance information; and
  - v. Information relating to supportive services and unemployment insurance claims for program participants;
  - vi. Continuous improvement activities are charged to administration or program category based on the purpose or nature of the activity to be improved. Documentation of such charges must be maintained.

**Adult Services Cost Summary**

|   |                                |       |       |
|---|--------------------------------|-------|-------|
| A. Adult Staff Costs                    |                                | _____ |       |
| B. Adult Site Costs                     |                                | _____ |       |
| C. Adult Direct Services Delivery Costs |                                | _____ |       |
|   | 1. Training                    |       | _____ |
|   | 2. Other Direct Services Costs |       | _____ |
| Total Adult Service Costs               |                                |       | _____ |

**Dislocated Worker Services Cost Summary**

|   |                                |       |       |
|---|--------------------------------|-------|-------|
| A. Dislocated Worker Staff Costs                    |                                | _____ |       |
| B. Dislocated Worker Site Costs                     |                                | _____ |       |
| C. Dislocated Worker Direct Services Delivery Costs |                                | _____ |       |
|   | 1. Training                    |       | _____ |
|   | 2. Other Direct Services Costs |       | _____ |
| Total Dislocated Worker Service Costs               |                                |       | _____ |

**In-school Youth Services Summary**

|   |   |       |       |
|---|---|-------|-------|
| A. In-school Youth Staff Costs                    |   | _____ |       |
| B. In-school Youth Site Costs                     |   | _____ |       |
| C. In-school Youth Direct Services Delivery Costs |   | _____ |       |
|   | 1. Work experiences   |       | _____ |
|   | 2. Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies  |       | _____ |
|   | 3. Alternative secondary school/dropout recovery  |       | _____ |
|   | 4. Postsecondary education preparation  |       | _____ |
|   | 5. Occupational skills training   |       | _____ |
|   | 6. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster |       | _____ |
|   | 7. Entrepreneurial skills training  |       | _____ |
|   | 8. Labor market information services  |       | _____ |
|   | 9. Supportive services  |       | _____ |
|   | 10. Adult mentoring   |       | _____ |
|   | 11. Follow up services  |       | _____ |
|   | 12. Comprehensive guidance and counseling   |       | _____ |
|   | 13. Leadership development  |       | _____ |
|   | 14. Financial literacy  |       | _____ |
| Total In-School Service Costs                     |   |       | _____ |

**Out-of-School Youth Services Summary**

|   |                     |       |       |
|---|---------------------|-------|-------|
| A. Out-of-school Youth Staff Costs              |                     | _____ |       |
| B. Out-of-school Youth Site Costs               |                     | _____ |       |
| C. Out-of-school Direct Services Delivery Costs |                     | _____ |       |
|   | 1. Work experiences |       | _____ |

