



**ADULT, DISLOCATED AND ONE STOP OPERATOR  
SERVICES**

**REQUEST FOR PROPOSAL**

**#OS-08-2018-19-01**

**South Central Workforce Development Board**

**Local Workforce Investment Area 8**

**P. O. Box 580**

**130 LeGrande Avenue**

**Charlotte Court House, VA 23923**

**434-542-5871**

[www.southernvajobs.com](http://www.southernvajobs.com)

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Va Relay 711

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**Request for Proposals (RFP)**  
**Workforce Innovation and Opportunity Act (WIOA)**  
**South Central Workforce Development Board (SCWDB)**  
**Adult, Dislocated and One Stop Operator Services**

Issue Date: Friday, February 9, 2018  
\*MANDATORY Pre-Proposal Conference:  
Friday, February 23, 2018, 10:00 A.M.-SCWDB Office  
Deadline for Receipt of Proposals: Friday, March 30, 2018- 4:30 P.M.  
SCWDB Action: Thursday, April 19, 2018  
CLEO Action: Friday, April 27, 2018  
Deadline for Appeals: Friday, May 11, 2018  
Effective Date: Monday, July 2, 2018

**I. Purpose:**

The SCWDB is soliciting proposals for a consortium of partners to establish a contract through competitive negotiation for the purchase of Adult, Dislocated Worker and One Stop Operator Services for the ten (10) counties in Local Workforce Investment Area 8 (LWIA 8) through the Workforce Innovation and Opportunity Act (WIOA).

**II. Background:**

LWIA 8 consists of the 10 counties of Amelia, Brunswick, Buckingham, Charlotte, Cumberland, Halifax, Lunenburg, Mecklenburg, Nottoway and Prince Edward. Funding is provided through the U.S. Department of Labor (DOL) through the state entity of the Virginia Community College System and to the fiscal agent and grant recipient, Charlotte County.

The vision of the SCWDB is as follows: Workforce services are connected for businesses and jobseekers and tailored to meet the needs of the regional economy.

The mission of the SCWDB is as follows: To provide quality workforce development activities resulting in a skilled workforce that exceed the needs of today's employers and tomorrow's job challenges.

\*A representative from an agency/organization must attend the Pre-Proposal Conference in order to submit a proposal.

The goals of the SCWDB are as follows:

- To build awareness of workforce opportunities and supports across the region;
- To sustain, improve and grow methods to engage existing and new businesses in the workforce development system;
- To lead stakeholders in the design and implementation of a regional workforce development system that is coordinated and aligned to ensure ease of access for customers that result in employment and economic growth;
- To facilitate collaboration across political boundaries within the workforce region to establish a common vision for workforce development and to work together to target resources.

Websites for resources include:

- WIOA: <http://www.doleta.gov/WIOA/>
- State Workforce System: <http://www.elevatevirginia.org/>
- Local SCWDB: [www.southernvajobs.org](http://www.southernvajobs.org)
- Business Services: [www.southbostonvaworkforcecenter.org](http://www.southbostonvaworkforcecenter.org)
- Policies for Eligibility Requirements for Adult and Dislocated Workers, Definitions, Acceptable Verification and Documentation, Priority of Service, Selective Service Requirements and other state policies and guidance <http://www.elevatevirginia.org/practitioners-corner/resources/>
- Governor's Workforce Initiative: <https://governor.virginia.gov/newsroom/newsarticle?articleId=5787>

### III. **Statement of Need:**

The SCWDB is soliciting proposals from a qualified consortium of partners to provide Adult, Dislocated Worker and One Stop Operator services for Area 8. Services may be expanded to include other applicable workforce opportunities as they become available regardless of the funding source.

The contract shall begin on July 2, 2018, and continue through June 30, 2019. The SCWCB reserves the option to renew the contract for two (2) additional years subject to negotiations. Maximum duration may not exceed three (3) years. The type of contract will be cost reimbursement

therefore, all proposers must have sufficient available resources to operate the proposed program, if funded, during both start-up and during the time in which invoices are being processed for payment and until payment is received.

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

This document constitutes the official RFP and all terms and conditions shall become, through incorporation by reference, a part of any contract entered into as well as the winning proposal, budget and all negotiation points.

The locations and types of Workforce Centers are  
Comprehensive: South Boston Workforce Center\*  
2506 Houghton Ave.  
South Boston, VA 24592

\*The South Boston Center is currently Tier I Certified and proposers will need to adhere to the general expectation that the Comprehensive Center and Affiliate Centers will maintain certification according to WIOA, state and local policies and regulations and adhere to continuous improvement practices described in WIOA Section 101(d)(6). State policy regarding Quality Standards for One Stops can be found at this link:

<http://www.elevatevirginia.org/wp-content/uploads/2016/09/VBWD-Policy-14-00-Quality-Standards-for-One-StopsMHsigned.pdf>

Certification standards for One Stops can be found at this link:

<http://www.elevatevirginia.org/wp-content/uploads/2017/08/VWL-17-02-One-Stop-Certification-Process-Final-8-9-2017-1.pdf>

Affiliate Centers:

Farmville Area Workforce Center	Lake Country Workforce Center
200 Daniel Road.	111 East Danville St.
Keysville, VA 23947	South Hill, VA 23970

Additional informational sites shall be located in each county where a comprehensive or affiliate center does not exist.

The One Stop Operator shall be certified by the SCWDB with the agreement of the chief local elected officials (CLEO) and may terminate for cause such operators. [WIOA Section 121 (d) (1)] The One Stop Operator shall be designated as a consortium that includes 2 or more of the one stop partners described in Section 121 (b)(1) who have demonstrated effectiveness in the local area. The eligible partners include the following:

- An institution of higher education;
- An employment service State agency established under the Wagner-Peyser Act (on behalf of the local office of the agency);
- A community-based organization, nonprofit organization, or intermediary;
- A private-for-profit entity;
- A government agency; and
- Other interested organization or entity, which may include a local chamber of commerce or other business organization or a local labor organization.

WIOA calls for the creation and continuous improvement of a coordinated and collaborative service delivery environment where a myriad of workforce and workforce-related agencies and organizations work to provide business and job seeking customers a seamless experience. A One-Stop Operator is integral to an effective workforce service system through resource and facility coordination, as well as thoughtful service strategy planning and coordination in a collaborative environment.

Specifically, the one-stop operator is charged through its staffing, programming and technology with the following tasks:

- To manage the workforce system and its infrastructure and resources;
- Lead development of a one stop system business plan that, among other things, outlines details on how partner services in the system will be made available, how services will be coordinated, and maps the customer service flow and sequence of services, the use of standardized forms and processes, referrals, and electronic offerings. This plan will be developed with participation of the one stop partners and subject to approval of the SCWDB and elected officials.
- Lead and monitor implementation of the business plan, identify needed modifications, and keep the SCWDB apprised of any issues or concerns.
- Work with the SCWDB and partners in the development of a cost allocation plan, track expenses of items that are included in the plan for accounting and billing purposes, and monitor and manage implementation of said plan.
- Work with one stop partners and contracted service providers to ensure that all areas of customer service are covered. This may include the need for the one stop operator to provide some basic career services within the centers.
- Oversee the implementation of the local partner Memorandums of Understanding with required and optional partners on behalf of the SCWDB to ensure compliance and adherence and keep the SCWDB informed of any issues in compliance.
- Be responsible for leading local area efforts to achieve any one stop certification requirements that are put forth by the Commonwealth of Virginia.
- Develop and manage the customer satisfaction system for the workforce centers, prepare reports, share results with the SCWDB and partner agencies at regular intervals and work with partner agencies to develop plans to remedy any issues that arise in regards to customer satisfaction.
- Lead monthly one stop partner meetings to plan, discuss and adjust service coordination, enhancement of services, customer feedback, continuous improvement plans, quickly resolve any conflicts that have been identified, and develop reports and other tools that will serve to track outcomes in a variety of formats.
- Develop and administer the system's standard operating procedures manual that will cover the day-to-day operations of the

workforce centers, such as hours of operation, staff coverage, site supervision, holidays and inclement weather plans, emergency management plans.

- Serve as point of contact in the centers for all technology issues and make the necessary arrangements to resolve such issues.
- Monitor technology and equipment on a regular basis to identify issues or concerns that need to be addressed in a proactive manner.
- Work with the SCWDB to monitor, identify, and address building-related issues.
- Develop a schedule of staff training, cross training, and other professional development opportunities for system staff.
- Work with SCWDB and the partners to create high quality and informative marketing and outreach materials for business and job seeking customers. Any documents or items developed must be approved by SCWDB staff prior to use.
- Develop tools and reports to convey the outcomes and results of system operations to the SCWDB and elected officials.
- Monitor supplies and place orders.
- Track usage by partner for billing, as needed.

In addition, one stop operators shall: [Section 121(d)(4)]

- Disclose any potential conflicts of interest arising from the relationships of the operators with particular training service providers or other service providers;
- Refrain from establishing practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training and education services;
- Comply with Federal regulations and procurement policies relating to the calculation and use of profits;
- Provide legal status of all non-governmental entities or agencies;
- Develop a signed Memorandum of Understanding (MOU) by all participating consortium members that outlines responsibilities and commitments of each member;
- Provide specific information concerning the proposers' qualifications, experience and abilities to deliver the services described in the RFP;
- Include in the identification of products, programs, activities, services, facilities, related property and materials a common one stop delivery identifier.



- Include a detailed description of the organization firewalls and reporting structure/hierarchy that will clearly document and demonstrate separation between the operator function and the service provider function.

A. Services in a One Stop Delivery System that shall be provided include at a minimum:

1. Career Services for adults and dislocated workers-[Section 134(c)(2)] Career services are not required prior to receiving training services.
  - a. Determination of eligibility to receive services through the adult and/or dislocated worker programs;
  - b. Outreach, intake and orientation to the information and services available through the one stop delivery system;
  - c. Initial assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skills gaps), and supportive service needs;
  - d. Labor exchange services, including job search and placement assistance, career counseling that includes provision of information on in-demand industry sectors and occupations; provision of information on nontraditional employment; appropriate recruitment and other business services on behalf of employers, including small employers, in the local area, which services may include providing information and referral to specialized business services not traditionally offered through the one stop delivery system;
  - e. Provision of referrals to and coordination of activities with other programs and services, including program and services within the one stop delivery system, and, in appropriate cases, other workforce development programs;
  - f. Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional and national labor market areas, job vacancy listings in such labor market areas, information on job skills necessary to obtain the jobs described in such job vacancy listings and information relating to local occupations in demand and the earnings, skill requirements and opportunities for advancement for such occupations;
  - g. Provision of performance information and program cost information on eligible training providers by program, eligible

providers of youth workforce investment activities, adult education, career and technical education at the postsecondary level and, for school dropouts, providers of vocational rehabilitation services;

- h. Provision of information, in formats that are user-friendly and understandable, to one stop center customers, regarding how the local area is performing on the local performance accountability measures and any other performance information with respect to the one stop delivery system in the local area;
- i. Provision of information, in formats that are user-friendly and understandable, to one stop center customers, relating to the availability of supportive services or assistance, including childcare, child support, medical or child health assistance, benefits under the supplemental nutrition assistance program, earned income tax credit, temporary assistance for needy families, and other supportive services and transportation provided through funds made available in the local area;
- j. Referral to the services or assistance described in (i) above;
- k. Provision of information and assistance regarding filing claims for unemployment compensation;
- l. Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not funded under WIOA;
- m. Determination of appropriate services for an individual to obtain or retain employment that consist of comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers (which may include diagnostic testing and use of other assessment tools and/or in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals);
- n. Development of an individual employment plan (IEP), to identify the employment goals, appropriate achievement objectives, appropriate combination of services for the participant to achieve the employment goals, and career pathways to attain career objectives;
- o. Provision of group counseling, individual counseling and career planning;
- p. Provision of short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills,

- and professional conduct, to prepare individuals for unsubsidized employment or training;
  - q. Provision of workforce preparation activities, work experiences and internships linked to careers;
  - r. Provision of financial literacy services;
  - s. Assistance with out-of-area job search and relocation;
  - t. Acquisition of English language and integrated education and training programs;
  - u. Provision of follow-up services, including counseling regarding the workplace, for participants in workforce investment activities authorized by WIOA who are placed in unsubsidized employment for not less than 12 months after the first day of employment as appropriate; and
  - v. Projection of adults and dislocated workers to be served by Center.
2. Training Services for adults and dislocated workers-[Section 134(c)(3)
- a. Occupational skills training, including training for nontraditional employment;
  - b. On the job training;
  - c. Incumbent worker training;
  - d. Programs that combine workplace training with related instruction, which may include cooperative education programs;
  - e. Training programs operated by the private sector;
  - f. Skill upgrading and retraining;
  - g. Entrepreneurial training;
  - h. Transitional jobs;
  - i. Job readiness training provided in combination with a-h above;
  - j. Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with services described in a-g above;
  - k. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training;
  - l. Projections of numbers to be served, number of credentials, number of employed and number of on the job training contracts.

3. Business services that include team(s) composed of partners in the local area to serve needs of employers to
  - a. Improve coordination between workforce investment activities and economic development activities carried out within the local area involved;
  - b. Promote entrepreneurial skills training and microenterprise services;
  - c. Improve services and linkages between the local workforce investment system and employers, including small employers, in the local area by providing needed services;
  - d. Strengthen linkages between the one stop delivery system and unemployment insurance programs;
  - e. Provide activities for business services and strategies that meet the workforce investment needs of area employers as determined by the local board in the local plan;
  - f. Leverage economic development, philanthropic, and other public and private resources or effective business intermediaries on a fee-for-service basis in a manner determined appropriate by the local board;
  - g. Develop and implement industry sector strategies (including industry partnerships, regional skills alliances, industry skill panels and sectorial skills partnerships);
  - h. Develop and deliver innovative workforce investment services and strategies for area employers, which may include career pathways, skills upgrading, skill standard development and certification for recognized postsecondary credential or other employer use, apprenticeship, and other effective initiatives for meeting the workforce investment needs of area employers and workers;
  - i. Assist area employers in managing reductions in force in coordination with rapid response activities and with strategies for the aversion of layoffs, which strategies may include early identification of firms at risk of layoffs, use of feasibility studies to assess the needs of and options for at-risk firms, and the delivery of employment and training activities to address risk factors;
  - j. Market business services to appropriate area employers, including small and mid-sized employers;

- k. Improve coordination between employment and training activities and programs for individuals with disabilities and employers;
  - l. Implement promising services to workers and businesses which may include support for education, training, skills upgrading and statewide networking for employees to become proficient workplace learning advisors; and
  - m. Projection of number of employers to be served by Center.
4. Maintain at least one certified Comprehensive Center (in South Boston) that at a minimum shall include the following:
- a. Information Center providing information on all mandated and other local partners and their program services;
  - b. Computer stations with high-speed Internet access for self-directed job search, resume writing, filing for unemployment compensation and other employment and job related use;
  - c. Computer stations with self-assessment capabilities;
  - d. Resource Room for customers that includes a. and b. above, printer, copier, telephone(s), fax machine, materials to aid in resume preparation, cover letters, applications, job search tips, etc.;
  - e. Classroom facility for job readiness classes, basic computer classes and other training as needed in the locality;
  - f. Access to career services and training including case management and individual training account vouchers as described in WIOA;
  - g. Integrated services for seamless delivery to customers;
  - h. Common intake and customer flow;
  - i. Maintain certification of the frontline staff according to Virginia Workforce Development Board policies within 6 months of hire;
  - j. Cost allocation plan for Center costs, including infrastructure;
  - k. Participation and presence of all mandatory partner agencies and services;
  - l. Operational agreements between partners for daily operations;
  - m. Information sharing and customer confidentiality agreements;
  - n. Quality customer assessment process, including skill, aptitude, interests, and needs assessment;
  - o. An established referral process that is customer-focused; and

- p. If necessary, a schedule of non-traditional hours of operation for those who cannot attend during the traditional hours.
5. Affiliate Centers that allow access to and serve as an entry point to the local workforce system for the counties of Amelia, Brunswick, Buckingham, Charlotte, Cumberland, Lunenburg, Mecklenburg, Nottoway and Prince Edward at a minimum shall include the following:
- a. One or more of the programs, services or activities of the mandated partners;
  - b. A network of seamless delivery of workforce services;
  - c. High speed Internet-based information systems with adequate computer access;
  - d. Access to local community resource information;
  - e. Case management for target populations;
  - f. Written agreements or Memoranda of Understanding with the South Central Workforce Development Board;
  - g. Information sharing agreements and a universal referral process;
  - h. Information Center providing information on all mandated and other local partners and their program services;
  - i. Resource Room for customers that includes c above, printer, copier, telephone(s), fax machine, materials to aid in resume preparation, cover letters, applications, job search tips, etc.;
  - j. Maintain certification of the frontline staff according to Virginia Workforce Development Board policies within 6 months of hire
6. The WIOA of 2014 establishes a continuum of workforce development services for Adults and Dislocated Workers that supports increased employment, retention, earnings, and occupational skills attainment. The focus of these programs is to assist individuals seeking to enter, reenter, or advance within the local workforce. One-on-one and group activities assess participant's 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 Adult and

Dislocated Worker Programs in LWDA 8, as particularly hereinafter provided and upon the terms and conditions hereinafter set forth. This includes, but is not limited to, the following activities:

- a. Development and implementation of a viable outreach and recruitment strategy for eligible WIOA Adults and Dislocated Workers to meet targeted annual enrollment levels and minimum expenditure levels as set forth by the SCWDB and CLEOs;
- b. Collaboration with the mandated and critical WIOA partners in the workforce development system to provide Adult and Dislocated Worker services, included but not limited to the following:
  - 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
  - Youth Build.
- c. Determination, verification, and documentation of WIOA eligibility for program participants, maintenance of formal participant eligibility files, and related quality assurance activities;
- d. Administration of formal and informal assessments to identify skills, competencies, and supportive service needs of WIOA Adult and Dislocated Worker participants;
- e. Development of Individual Employment Plans (IEPs) and ongoing case management for each WIOA participant;
- f. 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;
- g. Coordination and co-location of services at official comprehensive and affiliate Workforce Centers within LWDA 8;
  - h. Alignment of services with WIOA legislation and required performance measures for the Adult and Dislocated Worker programs, as well as required performance and reporting from the Virginia Board of Workforce Development;
  - i. Integration of WIOA Adult and Dislocated Worker Programs with other Federal, state, local, and community programs; and
  - j. Provision of comprehensive reporting on a monthly, quarterly, annual, or ad-hoc basis as requested by the SCWDB or its staff designees.

## 7. Specifications for Adult and Dislocated Worker Programs Eligibility.

Click on the following links to view eligibility and other service requirements/guidelines for WIOA Adult and Dislocated Worker Programs:

<http://www.elevatevirginia.org/practitioners-corner/resources/>

### Virginia Workforce Letter 15-02 Eligibility Guidelines

- VWL 15-02 Attachment A: WIOA Adult Eligibility
- VWL 15-02 Attachment B: WIOA Dislocated Worker Eligibility
- VWL 15-02 Attachment D: Verification and Documentation for WIOA Eligibility
- VWL 15-02 Attachment E: Selective Service Requirements
- VWL 15-02 Attachment F: Family Size/Family Income
- VWL 15-02 Attachment G: Self-Certification and Telephone/Document Inspection Verification Requirements
- VWL 15-02 Attachment H: WIOA Definitions for Title I Eligibility
- VWL 15-02 Attachment I: WIOA Eligibility Checklist for Adults and Dislocated Workers

[https://wdr.doleta.gov/directives/attach/TEGL/TEGL\\_19-16\\_acc.pdf](https://wdr.doleta.gov/directives/attach/TEGL/TEGL_19-16_acc.pdf)



TEGL 19-16: Guidance on Services Provided Through the Adult and Dislocated Worker Programs under the Workforce Innovation and Opportunity Act (WIOA) and the Wagner-Peyser Act Employment Services (ES)

Virginia Board of Workforce Development Policies  
<http://www.elevatevirginia.org/practitioners-corner/resources/>

8. Reporting (programmatic and fiscal) shall include the following:
  - a. Participant registration, activities and outcomes in the Virginia Workforce Connection (VaWC) in a timely and ongoing manner;
  - b. Monthly, quarterly, and as needed fiscal, programmatic and administrative reports for the SCWDB, staff, VCCS, DOL and others as requested;
  - c. Fiscal reporting system that is accurate and timely in the accounting of all financial transactions under the contract; and
  - d. Documentation (original receipts, invoices paid, etc.) that the expense has occurred.
  
9. Performance shall include DOL Common Measures and other state and/or local measures:
  - a. Percentage of program participants who are in unsubsidized employment during the second quarter after exit from the program at the level negotiated for the local area
    - Adults 65.0%
    - Dislocated Workers 67.2%
  - b. Percentage of program participants who are in unsubsidized employment during the 4<sup>th</sup> quarter after exit from the program at the level negotiated for the local area
    - Adult 61.9%
    - Dislocated Worker 54.0%
  - c. Median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program at the level negotiated for the local area;
    - Adult \$3,226
    - Dislocated Worker \$3,705
  - d. Percentage of program participants who obtain a recognized postsecondary credential, or a secondary school diploma or its recognized equivalent during participation in or within 1 year

after exit from the program at the level negotiated for the local area;

- Adult 61.0%
- Dislocated Worker 64.0%

- e. Percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains toward such a credential or employment at the level negotiated for the local area;
- f. Positive customer satisfaction survey results for WIOA programs, comprehensive center services, and business services.

These performance measures are negotiated annually. 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 SCWDB also reserves the ability to add or amend performance measurements based on local need.

10. Budgetary and Fiscal Management shall include:

- a. Projected Adult Funds (based on FY 2017 allocation) = \$437,362 with a minimum of 40% earmarked for training (+ carryover);
- b. Projected Dislocated Worker Funds (based on FY 2017 allocation) = \$266,950 with a minimum of 40% earmarked for training (+ carryover);
- c. The availability of funds, FY 2018 allocations, carryover amount, approved budgets and successful negotiation of the offer has been completed and contract finalized by official signatories of all parties involved;
- d. Accrual based accounting system;
- e. Name, title, address, phone number and email address of the following:
  - 1. Person(s) with authority to negotiate and contractually bind the proposer.
  - 2. Person to contact during the period of evaluation of the proposal.
  - 3. Person responsible for the accounting function of the proposal.
- f. Information regarding the following:
  - 1. Copy of most recent audit;

2. Certificate of Incorporation if incorporated;
3. Evidence of non-profit status, is applicable;
4. Grievance Policies for Employees;
5. Fidelity Bond of at least \$100,000 or three times the amount of the WIOA Award, whichever is less; and
6. Description of internal controls to safeguard monies and property.

See <https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf> Section 3 for definitions related to WIOA.

## Attachment 1

### Proposal Preparation Guidelines

**Deadline:** Proposals must be received at the South Central Workforce Development Board Office at 130 Le Grande Ave., Charlotte Court House, VA 23923 by Friday, March 30, 2018, no later than 4:30 P.M. by mail, shipping or in person (no faxes). Any proposal received after the deadline will not be evaluated and will be returned to the proposer.

All questions must be submitted in writing to

Debra Crowder, Executive Director  
South Central Workforce Development Board  
[debracrowder@southernvajobs.com](mailto:debracrowder@southernvajobs.com)

**Instructions:** One (1) original and four (4) copies of the proposal must be delivered to the above address with an electronic version. All pages should be numbered on 8 1/2" X 11" paper with size 11 font. Proposals must be in 3-ring binders and separated by dividers as indicated below:

Tab 1: Introduction

- Cover Sheet (Attachment 2)
- Executive Summary

Tab 2: General Criteria (40 points) Provide the following:

- Organizational Chart
- Resumes and Job Descriptions for Staff
- Past Experience and Performance (WIOA preferred)
- Grant Funded Service Delivery Experience

Tab 3: Services: Workforce Center Operations (40 points) Describe how you will perform or provide the following, including who is responsible:

- Service Area and Operational Parameters (locations, hours of operation, staffing, etc.)
- Documentation and Description of One Stop Operator (partners and roles)
- Functional Teams for Integrated Service Delivery
- Collaboration and Coordination of Services and Resources
- Outreach and Retention
- One Stop Certification

- Cost Allocation for WIOA
- Continuous Improvement including Customer Service
- Methods to Track Common Measures in Centers
- Oversight Responsibilities of Management Team/Staff Development

Tab 4: Adult and Dislocated Worker Services (40 points) Describe how you plan to provide the following:

- Eligibility Process for Adult and Dislocated Workers
- Delivery of WIOA Adult and Dislocated Worker Services
  - Career Services (section 134(c)(2) of WIOA)
  - Training Services (section 134(c)(3) of WIOA)
  - Business Services
- Ongoing Case Management and Follow-Up
- Record Management and Reporting
- Internal Monitoring

Tab 5: Budget (20 points) Describe the following and include in-kind contributions:

- Adult Services Budget (Attachment 9)
- Dislocated Worker Services Budget (Attachment 10)
- One Stop Operator Budget (Attachment 11)
- Budget Narrative for each line item
- Process for Reimbursement of Costs
- Most Recent Audit
- Certificate of Non-profit or Incorporation, if applicable
- Internal Controls

Tab 6: Required Forms (Attachments 3, 4, 5, 6, and 7)

- Certification Regarding Drug-Free Workplace Requirements
- Certification Regarding Indemnification
- Certification Regarding Non-Discrimination and EEO Compliance
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Disclosure/Certification of Lobbying

**Tab 7: Other Information**

- Include any other information that may be relevant to the proposal (not to exceed more than 5 pages) and not requested, such as letters of reference.

## Attachment 2

### Cover Sheet

#### ONE COVER SHEET FOR EACH MEMBER OF THE CONSORTIUM

Name of Organization: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

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

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

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

By my signature below, I attest that, as the authorized signatory of the proposing organization or agency, that I have read the Request for Proposal (RFP), 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, including the General Terms and Conditions; that the document is duly authorized by the governing body of the proposer; and that the proposer will comply with the Workforce Innovation and Opportunity Act, all Federal, State and local regulations, policies, procedures and guidelines if awarded the contract.

Authorized Signatory: \_\_\_\_\_

Name (Print): \_\_\_\_\_

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

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

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

## **Attachment 3**

### **Certification Regarding Drug-Free Workplace Requirements**

#### **ONE CERTIFICATION FOR EACH MEMBER OF THE CONSORTIUM**

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;
  - 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 this certification;
4. Notifying the employee in the statement required in 3 above 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 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 with respect to any employee who is so convicted:



- a. Taking appropriate personnel action against such an employee up to and including termination; or
  - b. 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.
7. Making a good faith effort to continue to maintain a drug-free workplace.

Name of Agency: \_\_\_\_\_

Authorized Representative (Print): \_\_\_\_\_

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

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

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

**Attachment 4**

**Certification Regarding Indemnification**

**ONE CERTIFICATION FOR EACH MEMBER OF THE CONSORTIUM**

It is understood by the recipient and the signatory for the receiving agent that, hereafter, the receiving agent will accept responsibility for the funds and the program. It is understood that each recipient is responsible for adhering to the rules/regulations promulgated by the Workforce Innovation and Opportunity Act (WIOA), US Department of Labor, Virginia Community College System, and the South Central Workforce Development Board in performance of their contract.

With this understanding of responsibility, all Contractors will account for all Federal funds, WIOA property and program income, if generated. The recipient hereby agrees to indemnify, reimburse, and save harmless the South Central Workforce Development Board and Chief Local Elected Officials (CLEO) Consortium for any mistakes, errors of judgments, malfeasance, theft, or other actions by the recipient of their staff which result in disallowed cost.

Name of Agency: \_\_\_\_\_

Authorized Representative (Print): \_\_\_\_\_

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

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

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

## **Attachment 5**

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

#### **ONE CERTIFICATION FOR EACH MEMBER OF THE CONSORTIUM**

In regard 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 under 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 WIOA (2014), Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, 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.

Name of Agency: \_\_\_\_\_

Authorized Representative (Print): \_\_\_\_\_

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

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

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

## Attachment 6

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

#### ONE CERTIFICATION FOR EACH MEMBER OF THE CONSORTIUM

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. 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 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 mediation, 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 it 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 5 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.

Name of Agency: \_\_\_\_\_

Authorized Representative (Print): \_\_\_\_\_

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

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

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

## Attachment 7

### Disclosure/Certification of Lobbying

#### ONE CERTIFICATION FOR EACH MEMBER OF THE CONSORTIUM

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 Member of Congress in connection with 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.

Name of Agency: \_\_\_\_\_

Authorized Representative (Print): \_\_\_\_\_

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

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## **Attachment 8**

### **General Terms and Conditions**

#### **Definitions**

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

“May” is permissive.

“Shall”/“Will” is imperative.

“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.

#### **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.

#### **Allowable Costs**

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

#### **Announcement of Award**

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the SCWDB will publicly post such notice on the website [www.southernvajobs.com](http://www.southernvajobs.com) for a minimum of 10 days.

#### **Anti-Discrimination**

By submitting their proposal, offerors certify to the SCWDB and the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1075, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or

disbursements made pursuant to the contract based on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organization that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. In every contract over \$10,000 the provisions in 1 and 2 below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule. or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1 above in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

### **Anti-Trust**

By entering into a contract, the contractor conveys, sells, assigns, transfers to the SCWDB all rights, title, and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular good or services purchased or acquired by the SCWDB by said contract.

### **Applicable Laws and Courts**

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using the Alternative Dispute Resolution (ADR) procedures (Code of Virginia, 2.2-4366).



## **Assurances**

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

1. Will fully comply with the Workforce Innovation and Opportunity Act, all federal regulations issued pursuant to these Grants, and all state and SCWDB policies and requirements.
2. Will establish and use internal program management procedures sufficient to prevent fraud and program abuse.
3. Will maintain auditable and otherwise adequate records, which support the expenditure of all funds under its contract.
4. 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.
5. Will comply with child labor requirements of the Fair Labor Standards Act or the Child Labor Laws of Virginia, whichever is more restrictive.
6. Will comply with the provisions of the Hatch Act, which limits the political activity of certain state and local government employees.
7. 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:
  - a. No facility to be utilized in the performance of the contract has been listed on the EPA List of Violating Facilities.
  - b. It will notice the SCWDB 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.
  - c. It will include substantially this assurance, including this third part, in every non-exempt subcontract.
8. 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.
9. Will comply with all applicable provisions of the Americans with Disabilities Act.

## **Audit**

The Contractor will have an independent audit performed annually. The Contractor will ensure that the auditor, immediately and in writing, notifies the SCWDB of possible acts of fraud discovered during the performance of the audit. The

Contractor will ensure the auditor issues the SCWDB a copy of the audit report upon its completion. The SCWDB, Virginia Board of Workforce Development, and the Virginia Auditor of Public Accounts will determine the acceptability of the audit reports. The SCWDB 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.

#### **Authorization to Conduct Business in the Commonwealth**

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the VPPA shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required by Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

#### **Availability of Funds**

It is understood and agreed between the Contractor and the SCWDB that the SCWDB will be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract. SCWDB 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 SCWDB receives less than ten (10) days' notice from a governmental agency governing, overseeing, controlling or otherwise affecting the operations of the SCWDB ("Governmental Agency") that such funds are not available or no longer available or no longer available for the purposes of this contract, then the SCWDB shall give to the Contractor notice which is reasonable under the circumstances.

#### **Bid Price Currency**

Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.

#### **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.

## **Change**

The SCWDB 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.

## **Changes to the Contract**

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the terms, conditions or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as part of their written agreement to modify the scope of the contract.
2. The SCWDB may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the SCWDB of the adjustment to be sought, and before proceeding to comply with the notice, shall await the SCWDB's written decision affirming, modifying, or revoking the prior written notice. If the SDWDB decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the SCWDB a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed,

- subject to the SCWDB's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the SCWDB with all vouchers and records of expenses incurred and savings realized. The SCWDB shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the SCWDB within thirty (30) days from the date of receipt of the written order from the SCWDB. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provision of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the SCWDB or with the performance of the contract generally.

### **Clarification of Terms**

If any prospective offeror has questions about the specification or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

### **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.

### **Contract Modifications**

Except as specifically set forth herein otherwise, SCWDB 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 SCWDB 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 SCWDB. 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 SCWDB 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.

### **Cost Liability**

Neither the Governor, the Commonwealth of Virginia, nor the SCWDB 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 SCWDB 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 SCWDB and must be returned immediately, unless specifically directed otherwise in writing by the SCWDB. 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 SCWDB 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 SCWDB. 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.

### **Court Actions**

The contractor agrees to give the SCWDB 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.

### **Coverage**

All entities/organizations funded, either partially or wholly, using 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 Innovation and Opportunity

Act. All entities must meet this requirement as a condition of receiving a contract with the SCWDB and subsequent funding.

### **Debarment Status**

By participating in this procurement, the vendors certify that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

### **Default**

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the SCWDB may have.

### **Disallowed Costs**

The SCWDB 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 SCWDB will use prompt and efficient debt collection procedures to obtain cash repayment of disallowed costs. The SCWDB 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.

### **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 SCWDB or as otherwise provided by law.

### **Drug-Free Workplace**

During the performance of this contract, the contractor agrees to:

1. Provide a drug-free workplace for the contractor's employees;
2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

3. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and
4. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of this contract.

#### **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 SCWDB, 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.

#### **Ethics in Public Contracting**

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

#### **Federal Rules and Regulations**

The Contractor agrees to comply with all present or future federal and/or state rules and regulations imposed upon the SCWDB. The Contractor further agrees that, as a result of any changes in the Workforce Innovation and Opportunity Act funding, passage of replacement legislation, or other legislation causing a change to current legislation which affects this contract programmatically and/or monetarily, compliance on the Contractor’s part is assured. The Contractor agrees to contract modifications being issued to implement changes, if such changes are considered within the scope of original intent of this contract and the parties’ bargain for exchange. If such changes materially alter the parties bargained for exchange, the contract will be deemed to have been terminated by act of law and settlement will

be made under General Terms and Conditions “Termination for Convenience.” Furthermore, since all funding for this contract is contingent on the availability of federal funds by authorization and appropriation for activities contained in the contract, the SCWDB 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.

#### **Final Reimbursement Request and Contract Closeout Report**

Contractor shall submit to SCWDB 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 SCWDB. SCWDB has no obligation to reimburse Contractor unless and until its reimbursement request complies with the requirements of this Section and all applicable WIOA requirements.

#### **Financial Limitation**

The SCWIB 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.

#### **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.

#### **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 SCWDB.

#### **Immigration Reform and Control Act of 1986**

By entering into a written contract with the SCWDB, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

#### **Indemnity**

Contractor agrees to defend, indemnify, and hold harmless the SCWDB and all of the SCWDB’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 SCWDB and not an agent or employee.

**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.

**Insurance**

By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. Minimum insurance coverages and limits required for most contracts include the following:

1. Worker's Compensation (Statutory requirements and benefits) Coverage is compulsory for employers of three or more employees to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability \$100,000
3. Commercial General Liability \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products, and completed operations coverage. The SCWCB must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability \$1,000,000 combined single limit.

**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.

**Liability Clause**

SCWDB 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 SCWDB as an additional insured. Contractor shall promptly provide a certificate evidencing such coverage to SCWDB upon request.

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

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

### **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.

### **Nondiscrimination of Contractors**

An offeror or contractor shall not be discriminated against in the solicitation or award of the contract because of race, religion, color, sex, national origin, age, or disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services or disbursements provided pursuant to the contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

### **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:

1. The Workforce Innovation and Opportunity Grant,

2. State Procurement law;
3. The regulations as approved by the Secretary of Labor; and
4. This Request for Proposal and the general terms and conditions as set forth herein.

### **Ownership of Materials**

The VCCS, the USDOL, and the SCWDB 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.

### **Payments**

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

### **Performance**

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

### **Property Accountability**

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

Contractor must obtain approval from SCWDB 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.)

Intangible Property:

1. Inventions and Patents-The Contractor will report promptly and fully to the SCWDB any program which produces patentable items, patent rights, processes, or inventions in the course of work under this contract. Unless the Contractor and the SCWDB previously agree on the disposition, the SCWDB will determine whether protection of the invention or discovery will be sought. The SCWDB 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.

### **Public Announcements**

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

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

### **Qualifications of Offerors**

The SCWDB may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods, and the offeror shall furnish to the SCWDB all such information and data for this purpose as may be requested. The SCWDB reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The SCWDB further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the SCWDB that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

### **Reporting Requirements in General**

Contractor will prepare and submit reports to SCWDB 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 SCWDB and shall prepare and submit additional or supplemental reports to SCWDB as may be reasonably requested by SCWDB. 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 SCWDB 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 SCWDB in writing and request instructions. Contractor shall not dispose of any records without the prior written consent of SCWDB.

### **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 SCWDB, 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.

### **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.

### **Standard of Conduct**

The Contractor hereby agrees that in administering this sub-grant, it 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.

1. 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, the 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.
2. 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 SCWDB before entering into an agreement. All correspondence will be kept on file and available for monitoring and audit reviews.
  3. 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.

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

The SCWDB 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 SCWDB. 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 SCWDB 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 SCWDB.

### **Subcontracting**

All subcontractors and/or partners who will participate in the administration of the contract must be approved by SCWDB and SCWDB 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 SCWDB in writing the identity of any proposed subcontractors and/or partners and drafts of proposed subcontracts or MOU's. SCWDB 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 SCWDB 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. The Contractor will not assign this contract, in whole or in part, without the written consent of the SCWDB; 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 SCWDB 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.

### **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.

### **Termination for Convenience**

This contract may be terminated by the SCWDB for convenience when SCWDB 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 cancelled commitments, the Contractor agrees to each of the following:

1. Settle all outstanding liabilities and all claims arising out of such cancellation of commitments. The SCWDB must approve or ratify all such settlements, which approval or ratification shall not be unreasonably withheld. The SCWDB's approval or ratification of such settlements will be final for all purposes of this clause.
2. Assign to the SCWDB in the manner, at the time, and to the extent reasonably directed by the SCWDB all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated. At its discretion the SCWDB 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 SCWDB 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 SCWDB to correct said deficiencies. Upon failure of the Contractor to respond within the appointed time or if the deficiency is not satisfactorily remedied, the SCWDB 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 SCWDB within forty-five (45) days of termination date.

### **Testing and Inspection**

The SCWDB reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. All contractor operations incident to performance under this contract will be subject to inspection by the SCWDB 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."

### **Title to Property Acquired or Materials Developed**

Title to all property furnished by the SCWDB will remain with the SCWDB unless or until such title is specifically relinquished in writing by the SCWDB. 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 SCWDB 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 SCWDB upon the following:



1. Commencement of processing or use of such property and/or materials developed in the performance of the contract, or
2. Reimbursement of the cost thereof by the SCWDB 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 SCWDB or any part thereof that becomes a fixture or loses its identity or personality by reason of affixation to any realty.

**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.

**Withholding of Payment**

SCWDB may withhold payment of any final invoice 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.

## Attachment 9 Adult Budget

	BUDGETED	IN-KIND	TOTAL
Operating			
Personnel			
Salary			\$0.00
Benefits			\$0.00
Total Personnel	\$0.00	\$0.00	\$0.00
Non-Personnel			
Advertising			\$0.00
Communication			\$0.00
Contractual Service			\$0.00
Equipment			\$0.00
Insurance			\$0.00
Office Supplies			\$0.00
Outreach			\$0.00
Rent			\$0.00
Subscriptions			\$0.00
Staff Training			\$0.00
Staff Travel			\$0.00
Utilities			\$0.00
Total Non-Personnel		\$0.00	\$0.00
<b>Total Operating</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Participant Services			
Career Services Only			\$0.00
Career Services /training			\$0.00
Supportive Services			\$0.00
Occupational Skills			\$0.00
Non ITA			
On-the-Job Training			
Customized Training			
Contract Training			
Transitional Jobs			\$0.00
Registered Apprenticeships			\$0.00
Incumbent Worker			\$0.00
Remedial Pre-Vocational			
Books, fees, travel, mat, etc.			
Certification Tests			
Total Customer Costs	\$0.00	\$0.00	\$0.00
<b>Total Detailed Expenditures</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Attachment 10 Dislocated Worker Budget**

	BUDGETED	IN-KIND	TOTAL
<b>Operating</b>			
Personnel			
Salary			\$0.00
Benefits			\$0.00
Total Personnel	\$0.00	\$0.00	\$0.00
<b>Non-Personnel</b>			
Advertising			\$0.00
Communication			\$0.00
Contractual Service			\$0.00
Equipment			\$0.00
Insurance			\$0.00
Office Supplies			\$0.00
Outreach			\$0.00
Rent			\$0.00
Subscriptions			\$0.00
Staff Training			\$0.00
Staff Travel			\$0.00
Utilities			\$0.00
Total Non-Personnel		\$0.00	\$0.00
<b>Total Operating</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Participant Services</b>			
Career Services Only			\$0.00
Career Services /training			\$0.00
Supportive Services			\$0.00
Occupational Skills			\$0.00
Non ITA			
On-the-Job Training			
Customized Training			
Contract Training			
Transitional Jobs			\$0.00
Registered Apprenticeships			\$0.00
Incumbent Worker			\$0.00
Remedial Pre-Vocational			
Books, fees, travel, mat, etc.			
Certification Tests			
Total Customer Costs	\$0.00	\$0.00	\$0.00
<b>Total Detailed Expenditures</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Attachment 11 One Stop  
Operator**

	BUDGETED	IN-KIND	TOTAL
Operating			
Personnel			
Salary			\$0.00
Benefits			\$0.00
Total Personnel	\$0.00	\$0.00	\$0.00
Non-Personnel			
Advertising			\$0.00
Communication			\$0.00
Contractual Service			\$0.00
Equipment			\$0.00
Insurance			\$0.00
Office Supplies			\$0.00
Outreach			\$0.00
Rent			\$0.00
Subscriptions			\$0.00
Staff Training			\$0.00
Staff Travel			\$0.00
Utilities			\$0.00
Total Non-Personnel		\$0.00	\$0.00
<b>Total Operating</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

For Attachments 9, 10 and 11:  
Attach budget narrative for each line item for each budget (if different from budget to budget).

Include in budget narrative, the in-kind budget amounts (who is providing it/what is included in amount and how calculated).