



**SOUTH CENTRAL REGION**

**SOUTH CENTRAL WORKFORCE  
DEVELOPMENT BOARD  
(SCWDB)**

**285-C George Washington Highway  
P. O. BOX 580  
Charlotte Court House, VA  
23923**

**PHONE: (434)542-5871 FAX: (434)542-5874**

**REQUEST FOR PROPOSALS  
RFP # YOUTH 2019-01  
OUT OF SCHOOL YOUTH PROGRAM SERVICES  
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**ISSUED: Friday, February 1, 2019**

**SUBMISSION DEADLINE: Monday, March 25, 2019 4:30 p.m. @ SCWDB Office**

**Pre-Proposal Conference: Friday, February 15, 2019 10:00 a.m. @ SCWCB Office**

The South Central Workforce Development Board is an Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities. VA Relay 711 The WIOA Youth program is 100% supported by a federal U. S. Department of Labor Employment and Training Administration Workforce Innovation and Opportunity Act (WIOA) award of \$438,616 (#AA -32183-18-55-A-51) made to Charlotte County on behalf of the South Central Workforce Development Area by the pass-through entity, the Virginia Community College System.

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Request for Proposal (RFP)  
Workforce Innovation and Opportunity Act (WIOA)  
Out of School Youth Program Services  
July 1, 2019 – June 30, 2020  
RFP# 2019-01

COVER SHEET

Offeror: \_\_\_\_\_

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

Signatory Authority: \_\_\_\_\_

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

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Issue Date of RFP: February 1, 2019

Title: Out of School Youth Services for WIOA RFP # 2019-01

Issuing Agency: South Central Workforce Development Board

Where Work Will Be Performed: Amelia, Brunswick, Buckingham, Charlotte, Cumberland, Halifax, Lunenburg, Mecklenburg, Nottoway and Prince Edward-Area 8

Initial Period of Contract: From 7/1/2019 through 6/30/2022

Proposals Will Be Received Until 4:30 P.M. Monday, March 25, 2016, for Furnishing Services Described Herein.

All Inquiries for Information Should Be Directed To: Debra Crowder at [dcrowder@vcwsouthcentral.com](mailto:dcrowder@vcwsouthcentral.com)

In compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Federal ID #: \_\_\_\_\_

**REQUEST FOR PROPOSALS**  
Workforce Innovation and Opportunity Act  
South Central Workforce Development Board  
Out of School Youth Services #2019-01

**Date of Issue** **Friday, February 1, 2019**  
**Deadline for Receipt of Proposals** **Monday, March 25, 2019 by 4:30pm**

**I. Purpose:**

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiation for the purchase of Year-Round Out of School Youth Program services for the 10 counties in Area Eight (8) by the South Central Workforce Development Board (SCWDB) through the Workforce Innovation and Opportunity Act (WIOA).

**II. Background:**

The Youth Committee and the South Central Workforce Development Board (SCWDB) are currently seeking proposals from all interested applicants to provide Workforce Innovation and Opportunity Act (WIOA) youth program services to eligible out of school youth ages 16 through 24.

The WIOA Youth program is 100% supported by a federal U. S. Department of Labor Employment and Training Administration Workforce Innovation and Opportunity Act (WIOA) award of \$438,616 (#AA -32183-18-55-A-51) made to Charlotte County on behalf of the South Central Workforce Development Area by the pass-through entity, the Virginia Community College System. No costs of this program are financed by nongovernmental sources. Eligible youth in the counties of Amelia, Brunswick, Buckingham, Charlotte, Cumberland, Halifax, Lunenburg, Mecklenburg, Nottoway and Prince Edward are to be served.

The overall vision of the SCWDB is: Workforce services are connected for businesses and jobseekers and tailored to meet the needs of the regional economy. The mission is to provide quality workforce development activities resulting in a skilled workforce that exceeds the needs of today's employers and tomorrow's job challenges. The Youth Committee's vision for youth program services is to inspire and assist our youth to overcome barriers, acknowledge their accomplishments and create connections to be successful in continued education and the workforce.

The purposes of WIOA are:

- To increase, for individuals in the United States, particularly those individuals with barriers to employment, access to and opportunities for the employment, education, training and support services they need to succeed in the labor market.
- To support the alignment of workforce investment, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system in the United States.

- To improve the quality and labor market relevance of workforce investment, education and economic development efforts to provide American's workers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages and to provide America's employers with the skilled workers the employers need to succeed in a global economy.
- To promote improvement in the structure of and delivery of services through the United States workforce development system to better address the employment and skill needs of workers, jobseekers and employers.
- To increase the prosperity of workers and employers in the United States, the economic growth of communities, regions and States, and the global competitiveness of the United States.
- To provide workforce investment activities that increase the employment, retention and earnings of participants, and increase attainment of recognized postsecondary credentials by participants and, as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet the skill requirements of employers, and enhance the productivity and competitiveness of the Nation.

According to WIOA, funds allocated to a workforce area may be used to provide a framework of youth services that include:

- An objective assessment of the academic levels, skill levels, and service needs of each participant (the objective assessment shall include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes (including those for non-traditional jobs), supportive service needs and developmental needs) for the purpose of identifying appropriate services and career pathways for participants;
- Development of an individual service strategy for each participant that is directly linked to one or more of the indicators of performance described in section 116(b)(2)(A)(ii) of WIOA and that shall identify career pathways that include education and employment goals, appropriate achievement objectives, and appropriate services taking into account the assessment results;
- Activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a postsecondary credential;
- Preparation for postsecondary educational and training opportunities;
- Strong linkages between academic instruction and occupational education that lead to the attainment of recognized postsecondary credentials;
- Preparation for unsubsidized employment opportunities; and
- Effective connections to employers in in-demand industry sectors and occupations of the local and regional labor markets (including small employers).

Websites for resources regarding:

- WIOA: <http://www.doleta.gov/WIOA/>
- State Workforce System: [www.virginiacareerworks.com](http://www.virginiacareerworks.com)
- SCWDB: [www.vcwsouthcentral.com](http://www.vcwsouthcentral.com)
- Business Services: [www.vcwsouthcentral.com](http://www.vcwsouthcentral.com)

- Policies for Eligibility Requirements for Youth, Definitions, Acceptable Verification and Documentation, Selective Service Requirements and other state policies and guidance: [www.virginiacareerworks.com](http://www.virginiacareerworks.com)
- Governor's Workforce Initiative: <https://governor.virginia.gov/newsroom/newsarticle?articleId=5787>
- Community Profile of Area 8: [http://virginialmi.com/report\\_center/community\\_profiles/5115000448.pdf](http://virginialmi.com/report_center/community_profiles/5115000448.pdf)

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

The SCWDB employs quality standards for youth programs and service providers, including previous demonstrated success in working with youth, including dropouts, with indicators of outcomes that include successful return to and/or completion of education activities, postsecondary skills training, and entry into unsubsidized employment; and, previous documented success in providing services to targeted youth groups, including high school dropouts, individuals with disabilities, homeless and runaway youth, youth offenders, and other eligible youth who face serious barriers to employment.

In order to focus on Out of School Youth, all WIOA Youth funds will be used for the out of school population as defined in WIOA.

The SCWDB and Youth Committee expect an overall approach to provide youth services that include documentation of:

- Experience and success in returning dropouts to education programs;
- Level of success of high school completion;
- Improvements in reading, writing and/or math skills by basic skills deficient youth;
- Return of Youth who were behind grade level to grade level and/or dropout prevention to decrease numbers dropping out of education programs;
- Provision of education and support services to pregnant and parenting youth to allow for school completion.
- School and work-based learning, including school transition activities that successfully address youth disabilities, including learning disabilities;
- Experience and success in finding shelter and other support for homeless and runaway youth while simultaneously providing education and workforce training activities that facilitate return to school or unsubsidized employment, as appropriate;
- Experience and success providing youth offenders with transition activities to, including basic education, job specific skills, work readiness skills, counseling, and other services necessary to effectively transition from youth institutions to community life, further education and/or unsubsidized employment;
- A variety of successful options for improving educational competencies and credentials;
- A variety of options to secure job specific skills leading to or resulting in work credentials (certifications, licenses, degrees, etc.);
- Effective connections to employers for job shadowing and part-time work experiences/internships that prepare youth for full labor force participation;

- On-going mentoring experiences;
- Supportive services that enhance each youth's opportunity to successfully participate in needed services and activities;
- Opportunities to develop and use leadership skills; and
- Recognition of and incentives for youth to pursue the educational, occupational and leadership goals that have been established.

**A. Staffing and Prior Experience:** The contractor shall adequately staff the ten (10) county service area in order to provide the services as described in this RFP. The contractor shall provide locations for offices to meet the public and participants. The staff shall also be trained in WIOA state and local policies/regulations, case management, eligibility determination, verification and documentation, assessments, 14 program elements, file maintenance, documentation, quality assurances, and other appropriate workforce credentials. The contractor shall have successful and relevant experience providing youth employment and training programs and services for ages 16 – 24.

*The proposing organization must describe how the area will be staffed, requirements for education and experience for proposed staff, location(s) of office space, and staff training plan. The annual staff training plan should address how staff will be trained in case management, resume writing, job search skills, career pathways, sector strategy skills and other topics based on the needs of the youth and the staff. Emphasis should be placed on standardized skills for all staff in order to provide comparable services throughout the area. In addition, the proposing organization must describe how the proposer is qualified to contract for the services described in WIOA and in this RFP. A description of past experiences in WIA/WIOA youth case management, programs and performance of past contracts/grants must be included.*

**B. Outreach:** The contractor must develop and implement a viable outreach plan to result in the identified enrollment levels in each of the 10 counties. In addition, the plan shall include strategies for retention of youth in the program.

*The proposing organization must describe the outreach plan, timelines and strategies to reach the desired population and the numbers to be served throughout the ten (10) county area. The plan shall include activities for outreach, locations, and process for determining suitability for WIOA referrals.*

**C. Assessment:** The contractor must provide an objective assessment of the academic levels, skill levels, and service needs of each participant. The assessments shall include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes (including interests and aptitudes for non-traditional jobs), supportive service needs, and developmental needs of each participant, for the purpose of identifying appropriate services and career pathways for participants.

*The proposing organization must describe the assessment instrument(s) to be used and how the results will be used to identify the appropriate services and career pathways for participants.*

- D. Eligibility Determination:** The contractor will be responsible for the determination, verification and documentation of WIOA eligibility for program participants, maintenance of a formal participation eligibility file and related quality assurance activities. In order to participate in a program funded under this RFP, youth must meet the eligibility requirements as determined by the guidance/policy at <https://virginiacareerworks.com/practitioners-corner/> and in WIOA at <https://www.gpo.gov/fdsys/pkg/PLAW-113publ128/pdf/PLAW-113publ128.pdf> (128 STAT. 1504-1507)

*The proposing organization must describe how participants will be determined eligible, how eligibility will be verified and documented according to state and local policies/regulations, and the oversight that is to be provided by the contractor to monitor accuracy in eligibility to prevent disallowed costs.*

- E. Development of the Individual Service Strategy (ISS):** The contractor will be responsible for the development and documentation of an ISS for each participant based on the results of the assessment(s) within 30 days of enrollment in WIOA. The ISS will identify the participant's short-and long-term goals, specific plan of activities and services to attain the goals, identification of any applicable barriers, resolutions to barriers and proposed supportive services. Each service strategy shall be directly linked to one or more of the indicators of performance and shall identify career pathways that include education and employment goals, appropriate achievement objectives, and appropriate services for the participant taking into account the assessment conducted. A standard protocol of services is required as a minimum for all participants. For those needed services for which WIOA cannot meet, the contractor shall have a referral process in place with identified partners. The ISS is to be periodically reviewed with the participant and adjusted as needed every 30 days.

*The proposing organization must describe how the ISS will be developed and documented for each participant (who is responsible, what is included in the development, etc.) and how staff will be trained. Describe the partnerships that exist with other agencies to meet youth needs through referrals and/or attach letters of participation from the partners if the proposing organization is new to provision of WIOA youth services. Describe how staff are made aware of the community resources available in the ten (10) county area and what resources are available. Include a description of the standard minimum protocol of services available to all youth in a flow chart with multiple entry and exit points.*

- F. Fourteen (14) Program Elements:** Based on the results of the assessments, a determination will be made as to which of the WIOA defined fourteen (14) program elements will be provided to each participant.

*The proposing organization must describe in detail how EACH program element will be made available to participants, how assessment results will be used to determine need of each, who will provide it, where it is to be made available, and resources needed.*

***Improving Educational Achievement***

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

***Preparing for and Succeeding in Employment***

4. Paid and unpaid work experiences that have as a component academic and occupational education, which may include—
  - a. Summer employment opportunities and other employment opportunities available throughout the school year;
  - b. Pre-apprenticeship programs;
  - c. Internships and job shadowing; and
  - d. On-the-Job Training opportunities
5. Occupational skill training, which may include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area.
6. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupational cluster.
7. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services;

***Supporting Youth***

8. Supportive services;
9. Adult mentoring for the period of participation and subsequent period, for a total of not less than 12 months;
10. Follow-up services for not less than 12 months after completion of participation, as appropriate;
11. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate;



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

12. Leadership development opportunities, (required for all participants) which may include community services and peer centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate;
13. Financial literacy education.
14. Entrepreneurial skills training.

- G. Attainment of Secondary School Diploma (or Equivalent) or Recognized Postsecondary Credential:** The contractor must provide activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized postsecondary credential; preparation for postsecondary educational and training opportunities; strong linkages between academic instruction and occupational education that lead to the attainment of recognized postsecondary credentials; preparation for unsubsidized employment opportunities and effective connections to employers in in-demand industry sectors and occupations of the local and regional labor market.

*The proposing organization must describe what activities and/or partnerships will be put in place for youth to attain the high school diploma, GED, or other recognized postsecondary credentials and how those credentials will be linked to local employer demand. Describe which career pathways will be developed and implemented.*

- H. Integration and Co-location with One Stop Facilities:** In the interest of establishing a seamless delivery of services for all perspective customers and in keeping with both the spirit and letter of the WIOA legislation as it pertains to the participation of all mandatory partner agencies and programs, it is essential that all of the WIOA Title I funded programs be operated in the most effective and integrated manner possible. Proposers will need to adhere to the general expectation that the outreach and recruitment functions associated with the delivery of any proposed Out of School Youth activities will need to be located and coordinated out of the Career Works Centers to the extent possible. Ideally, all of the Youth Service Providers' staffing infrastructure, with the exception of the training components, will be physically co-located to the extent practicable within existing Career Works Center locations.

*The proposing organization must describe where the proposed youth services will be delivered and must detail the plan for integrating youth services at the Career Works Center location(s). Describe how the proposing organization currently works with the partners in the Career Works Centers and how service for Out of School Youth can be made seamless and integrated into the current system.*

- I. Worksite Facilitation:** The contractor will be responsible for the development and execution of formal worksite agreements with employers that participate in paid and unpaid work experiences, summer employment, job shadowing and

internship activities. This agreement will stipulate the roles and responsibilities of each party and identify the duties and expectations for the job or activity to be provided, as well as the terms, conditions, stipulations, and assurance related to the relationship. All such relationships will include supervisors and participant orientation prior to the start of the worksite experience. In addition, the contractor will provide worker's compensation insurance for each worksite/participant. A copy of the agreement shall be on file with the SCWDB office. Each agreement must also specify academic and occupational skills to be learned.

***The proposing organization must describe the process for development and execution of formal worksite agreements with employers for paid and unpaid work experiences, summer employment, job shadowing and internship activities. The process shall include recruitment of employers, process used to place participants on site, how you will prepare youth for work, numbers to be served, supervision of sites, transportation, supportive services, documentation and what is considered a successful experience.***

- J. Employer Connections:** Connections to employers are essential in the creation of a system that can effectively assist youth to become highly skilled and employable. Examples include meaningful exposure to mentoring-type of support and positive role model connections, exposure to the world of work and internship work experiences with resulting measurable skill increases. These connections should lead to greater potential for placements in employment. Contractors are encouraged to leverage employer support in terms of leveraged funds for training or wages, staff or operational needs related to training including space, etc.

***The proposing organization shall describe the types of employer connections to be created (or exist) that will effectively assist youth to become highly skilled and employable in the ten (10) county area. Letters of support from employers who are willing to leverage funds, staff, space, etc. related to work readiness, work experiences, employment or other youth service are encouraged.***

- K. Performance:** Monthly reports must be provided as directed by SCWDB policy to ensure fiscal and program compliance. The contractor must meet or exceed the WIOA Performance Levels and any other measures as prescribed by the SCWDB or the state.

The WIOA indicators of performance are:

1. The percentage of program participants who are in education or training activities, or in unsubsidized employment, during the second quarter after exit from the program;
2. The percentage of program participants who are in education or training activities, or in unsubsidized employment, during the fourth quarter after exit from the program; and

3. The median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program;
4. The percentage of program participant who obtain a recognized postsecondary credential, or a secondary school diploma or its recognized equivalent, during participation or within 1 year after exit from the program;
5. The percentage of program participants who, during a program year, are in 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; and
6. The indicators of effectiveness in serving employers.

<b>Youth</b>	<b>2019 Virginia Negotiated Level</b>	<b>LWDA 8 2019 Negotiated Level</b>
1. Employment 2 <sup>nd</sup> Q After Exit	66.0%	60.0%
2. Employment 4 <sup>th</sup> Q After Exit	62.8%	60.5%
3. Median Earnings 2 <sup>nd</sup> Q After Exit	Baseline Being Established	\$4,497 Previous Actual Performance (2017)
4. Credential Attainment within 4 Q After Exit	70.0%	65.0%
5. Measurable Skills Gain	Baseline Being Established	50.8% Actual Previous Performance (2017)
6. Effectiveness Serving Employers	Baseline Being Established	Baseline Being Established

In order to meet the performance outcomes, a proactive system of internal monitoring is required.

*The proposing organization must describe the strategies for meeting or exceeding the state and local performance measures and how performance will be monitored throughout the program year for each of the performance measures. Describe the internal monitoring process and the use of data, accountability for staff and corrective action. These strategies are in addition to the monitoring performed by the local area and the state. Include in the strategies a plan for continuous improvement to continue to meet or exceed measures that may increase annually. The annual performance measures are re-negotiated with the state on a yearly basis and are subject to change.*

**L. Budget:** The projected budget allocations used are from the 2018-19 budget. Final budget amounts will be negotiated with the contractor upon awarding of the contract based on the FY 2019-20 funding allocations and SCWDB approval. In-kind contributions are required from the contractor.

*The proposing organization shall use the figures below to submit the proposed numbers of clients to be served (Attachment A), the budget narrative using the budget line item definitions provided (Attachment B), and the proposed budgets for in and out of school youth (Attachment C). If the numbers to be served vary from county to county, the proposer shall describe what indicators were analyzed and compared by jurisdiction in the needs assessment to determine the justification for the number of participants to be served and the funding amounts to be distributed (Use Attachment A). A budget narrative shall also describe the services to be provided by line item. (Use Attachment B for line item descriptions and attach a budget narrative that explains what is budgeted for each line item and rationale for the expenditure.) The 2018-19 contracted amount for youth services was \$394,754 (excluding carryover). In-Kind contributions are required of the proposing organization and shall be included in the proposed budget and narrative.*

**IV. Proposal Preparation and Submission Instructions**

**A. General Instructions:**

**1. RFP Response:**

In order to be considered for selection, offerors must submit a complete response to this RFP. The proposals must be typed single spaced with a font size of no less than 12 and must not exceed 30 pages (one sided only) in Tabs 2-5. One (1) original proposal (so marked) and five (5) identical copies (so marked) of the proposal must be received at:

South Central Workforce Development Board  
 Attn: Debra Crowder  
 285-C George Washington Hwy.  
 P. O. Box 580  
 Charlotte Court House, VA 23923

**All proposals are due on or before  
 Monday, March 25, 2019**

**Proposals must be received no later than 4:30 p.m. Late proposals will not be accepted.**

**Questions about the proposals shall be addressed to Debra Crowder in writing at  
 dcrowder@vcwsouthcentral.com.**

**2. Anticipated Timeline:**

Friday, February 1, 2019	Issue Date of RFP
Friday, February 15, 2019 @ 10:00 a.m.	Pre-Proposal Conference (Highly encouraged attendance-points awarded) SCWDB Office
Monday, March 25, 2019 No later than 4:30p.m.	Deadline for Receipt of Proposals
July 1, 2019	Date to Begin Contract

- a. The distribution of this RFP shall not commit the SCWDB to issue a contract.
  - b. Proposals will not be accepted after the deadline.
3. Proposal Preparation:
- a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the SCWDB requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the SCWDB. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
  - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
  - c. Each copy of the proposal should be submitted in a 3-ring binder and contained in a single volume. All documentation submitted with the proposal should be contained in that single volume.
  - d. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered and on 8-1/2 x 11" plain white paper with 1" margins on each side. The proposal should contain a table of contents which cross-references the RFP requirements. The proposal should be arranged in the binder with the following tabs:  
 Tab 1: Cover Sheet, Table of Contents, and Executive Summary  
 Tab 2: Staffing, Service Area, Prior Experience and Outreach (**See III. A and B**)  
 Tab 3: Operations-Assessment, Eligibility, Development of ISS (**See III. C, D and E**)  
 Tab 4: Program Elements (**See III. F, G, H, I and J**)  
 Tab 5: Performance (**See III. K**)  
 Tab 6: Budget (**See III. L and Attachments A, B and C**)  
 Tab 7: Required Forms (**See Attachments D, E, F, G, H, I, J**)  
 Tab 8: Miscellaneous  
 Information not organized in this manner risks elimination from consideration if the evaluators are unable find where the RFP requirements are specifically addressed.
  - e. As used in this RFP, the terms "must," "shall," "should," and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful but are not necessary. Depending on the overall response to the RFP, some individual

“must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all “must” and “shall” requirements. The inability of an offeror(s) to satisfy a “must” or “shall” requirement does not automatically remove that offeror(s) from consideration; however, it may seriously affect the overall rating of the offeror’s proposal.

- f. Ownership of all data, materials, and documentation originated and prepared for SCWDB pursuant to the RFP shall belong exclusively to the SCWDB and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror(s) shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror(s) must invoke the protections of 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate on the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
- g. The SCWDB shall not be responsible for nor pay for any costs incurred by the offeror(s) in the preparation of the proposal submitted in response to this RFP.

**B. Specific Proposal Instructions:**

Proposals should be as thorough and detailed as possible so that the SCWDB may evaluate the offeror’s capabilities to provide the required services. The Workforce Innovation and Opportunity Act and related Federal regulations may be accessed on the Department of Labor’s website at [www.doleta.gov](http://www.doleta.gov). WIOA Definitions may be accessed at <https://www.gpo.gov/fdsys/pkg/PLAW-113publ128/pdf/PLAW-113publ128.pdf> (128 STAT 1429-1439)

Offerors are required to submit the following items as a complete proposal:

- Tab 1: Cover Sheet, Table of Contents, and Executive Summary
  - a. Cover Sheet-(complete the sheet provided.)
  - b. Table of Contents-(cross-reference Tabs including page numbers).
  - c. Executive Summary (no more than one [1] page).  
Summarize how the offeror will align the service delivery system with the provisions of WIOA.
- Tab 2: Staffing, Service Area, Prior Experience and Outreach- (See III. A and B)

Tab 3: Operations-Assessment, Eligibility, Development of ISS (See III. C, D and E)

Tab 4: Program Elements (See III. F, G, H, I and J)

Tab 5: Performance (See III. K)

Tab 6: Budget (See III. L and Attachments A, B and C)

Tab 7: Required Forms Completed (See Attachments D, E, F, G, H, I J)

Tab 8: Miscellaneous

The offeror may:

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

**V. Evaluation and Award Criteria**

**A. Evaluation:**

1.	Staffing, Service Area, Prior Experience and Outreach	(Tab 2)	20 possible points
2.	Operations	(Tab 3)	20 possible points
3.	Program Elements	(Tab 4)	30 possible points
4.	Performance	(Tab 5)	15 possible points
5.	Budget	(Tab 6)	10 possible points
6.	Pre-Proposal Conference Attendance		<u>5 possible points</u>
		<b>TOTAL</b>	<b>100 possible points</b>

**B. Award:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the RFP. Negotiations shall be conducted with the offerors so selected. Cost allocation (operational versus client) shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The SCWDB may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia 2.2-4359D). Should the SCWDB determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

**VI. Reporting Instructions:**

**A. Records and Reports:**

1. The contractor shall keep sufficient reports and records, written and computerized, and shall cooperate with the SCWDB and any other authorized agency, to permit the tracking of services provided and the tracking of funds expended to a level adequate to ensure that services have been properly delivered, and that funds have been lawfully spent.

2. The contractor shall review and deliver, within thirty (30) days of receipt, fully executed Close-Out Package documents (including, but not limited to Close-out Package Summary Sheet, Contractor Assignment of Refunds, Rebate and Credits, Contractor Release, Contract Close-out Tax Certification and Non-Expendable Property Listing). Such reports and records shall become the property of the SCWDB without restriction, reservation, or limitation of usage. Such reports and records are subject to Virginia Statutes, and shall be retained by the contractor as required thereunder, but in no instance shall such records and reports be disposed of within three (3) years after the date of termination of this contract, or of an audit of the contractor, whichever occurs later.
  3. Should the contractor plan to dissolve its legal status as a business entity, it shall provide the SCWDB thirty (30) days written notice prior to such occurrence; if involuntary dissolution occurs, the contractor shall designate an acceptable custodian of records and inform the SCWDB of the location of any and all reports and records regarding activities funded under this contract. The contractor shall transfer all records and reports regarding WIOA activities funded under this contract upon demand by the SCWDB. Such records shall be transmitted to the SCWDB in an acceptable condition for storage.
  4. The contractor must submit all reports and information requested by the SCWDB in the manner prescribed by this section. The contractor must use the required forms for submitting all reports unless a form has not been developed or is not applicable. All required reports and information must be hand delivered, by postal mail, email, or faxed to the SCWDB Office. The SCWDB reserves the right to add, delete or modify its request for reports and information reporting procedure.
- B. **Monthly Reports:**  
All required monthly reports must be received in the SCWDB Office on or before the tenth (10<sup>th</sup>) day of the month directly following the monthly reporting period. (Example: report received the 10<sup>th</sup> of February for the reporting month of January.)
- C. **Quarterly Reports:**  
All required quarterly reports must be received in the SCWDB Office on or before the fifth (5<sup>th</sup>) day of the month directly following the last reporting month in the previous quarter. (Example: 1<sup>st</sup> quarterly report [Jan. Feb. March] must be submitted by the 5<sup>th</sup> of April for this quarter.)

**VII. Pre-proposal Conference:**

- A. **Optional Pre-proposal Conference:** Conference will be held at 10:00 a.m., Friday, February 15, 2019, at the South Central Workforce Development Board Office at 285-C George Washington Hwy. Charlotte Court House, VA 23923. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend.



Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation. Points will be awarded for attendance.

### **VIII. General Terms and Conditions**

- A. **Compliance with the Law**: The contractor warrants that all activities of it, and its subcontractor, under this contract shall be conducted in conformance with the Statement of Needs and the other terms of this RFP; with the WIOA, the regulations, and such other State and Federal regulations, directives, policies, and procedures as may be promulgated there under from time to time, (the provisions of which shall take precedence over any contrary provisions of this RFP), and in compliance with other laws, ordinances, regulations, and licensing and accreditation requirements, including state and federal safety, health, personal protective equipment requirements for adult and youth applicable to the contractor's activities under this RFP. The warranty of this paragraph specifically includes compliance by the contractor and its sub-contractor with the provisions of the Immigration Reform and Compliance Act of 1986 (P.L. 99-603), and with the provisions of WIOA and other applicable criminal civil law with respect to the alteration or falsification of record created in connection with this RFP.
- B. **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 contractor shall comply with all applicable federal, state and local laws, as well as SCWDB policies.
- C. **Anti-Discrimination**: By submitting their proposals, offerors certify to the SCWDB 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 1975, as amended, where applicable, the Virginians With Disabilities Act, and the Americans with Disabilities Act and 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 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, rules as other organizations 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. (Code of Virginia, 2.2-4343.1E).
  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.
  3. An offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, or any other basis prohibited by state law relating to discrimination employment or because the offeror employs ex-offenders unless the state 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 this 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.
- D. **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.
- E. **Immigration Reform and Control Act of 1986**: By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **Debarment Status**: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

- G. **Modification of Terms and Conditions:** Modifications of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the SCWDB reserves the right to decide, on a case by case basis, at its sole discretion, whether to reject such a proposal.
- H. **Clarification of Terms:** If any perspective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- I. **Precedence of Terms:** Paragraphs A – Q of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- J. **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 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 the 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 contemplated therein.
- K. **Testing and Inspection:** The SCWDB reserves the right to conduct any test/inspection it may deem advisable to assure the services conform to the specifications.
- L. **Assignment of contract:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the SCWDB.
- M. **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 scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written contract 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. 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 contract 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.
  - d. The contractor shall present the SCWDB with all vouchers and records of expense 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 a decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the provisions of the WIOA. 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.

N. **Termination for Convenience:** Mutual Termination for Convenience by the Parties:

1. The parties may agree to a mutual termination of the contract, in whole, or in part, when both parties agree that continuation would not produce beneficial results commensurate with the purpose of WIOA. Such termination shall be effective when agreed to in writing by both parties.
2. The performance of work under this contract may be terminated, in whole, or from time to time, in part, by the SCWDB whenever the SCWDB determines that such termination or suspension is in the best interest of the SCWDB. Termination of work hereunder shall be affected by delivery to the contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective. In no instance shall a termination for convenience be effective in less than ten (10) working days after receipt of notice thereof.
3. Upon receipt of the Notice of Termination, the contractor shall cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment, and miscellaneous items. In addition, the contractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering personal services that extend

beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice.

4. With respect to such canceled commitments, the contractor agrees to:
  - a. Settle all outstanding liabilities and all claims arising out of such cancellation of commitments, or ratify all such settlements, and
  - b. Assign to the SCWDB in the matter, at the time, and to the extent directed by the SCWDB, all of the rights, titles, and interest of the contractor under the orders and subcontracts so terminated. The SCWDB shall have the right, at its discretion, to settle, or pay, any or all claims arising out of the termination of such orders and subcontracts.
- O. **Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the SCWDB, 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. Should the contractor default in the performance of any of its obligations under this contract as determined by the SCWDB, the SCWDB may at its option take any or all of the following actions:
  1. Establish a corrective action plan to be agreed to by the contractor and complied with within the time established therein.
  2. Terminate this contract immediately upon receipt of written notice by the contractor for fraud, misrepresentation, criminal acts, misappropriation of funds, noncompliance with law, substantial breach of contract, violation of code of conduct or failure to respond to a corrective action plan.
  3. Terminate this contract after written notice to the contractor of the effective date of such termination, which shall be no less than thirty (30) days.
  4. Disqualify the contractor from the award of contract under future RFPs of the SCWDB for such period and under such conditions for requalification as may be determined by the SCWDB.
  5. Seek recovery of any monetary damages sustained as a result of the default.
  6. Seek specific performance of this contract and any other remedy that may be available at law, in equity, or under this contract.
  7. Withhold payment for invoices properly submitted to the SCWDB until such time that a determination is made on the acceptability of the contractor's corrective action plan relative to the default.

P. **Insurance:**

By signing and submitting a proposal under this solicitation, the offeror(s) certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. The offeror(s) further certifies that the contractor and any subcontractor will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

1. Insurance Coverage and Limits Required:

- a. Workers' Compensations--Statutory requirements and benefits.
- b. Employer's Liability--\$100,000
- c. Commercial/General Liability--\$500,000-Combined single limit.
- d. Commercial/General Liability is to include Premises/Operations, Liability, Products and Completed Operations Coverage, and Independent contractor's Liability and contractor's Protective Liability.
- e. Automobile Liability-\$500,000-Combined single limit (if applicable).

Q. **The Workforce Innovation and Opportunity Act:** It limits the use of WIOA funds for training services to instances when there is no or insufficient grant assistance from other sources available to pay for those costs. WIOA funds cannot be used to pay for the costs of training when Pell Grant funds or grant assistance from other sources are available to pay those costs. WIOA funds will be used for activities that are in addition to those already available in the local area and make available training services to eligible adults and dislocated workers who are unable to obtain grant assistance from other sources. The One-Stop Operator will have knowledge of additional resources and will coordinate WIOA services with those of other partner programs. WIOA funding for training is limited to participants who:

1. Are unable to obtain grant assistance from other sources to pay the cost of training; OR
2. Require assistance beyond that available under grant assistance from other sources to pay the costs of such training.

Coordination of funds available to pay for training is described below:

1. Program Operators must coordinate funds that are available for training and make funding arrangements with One Stop Partners and other entities so that WIOA is the last resort funding.
2. Training providers must consider the availability of other sources of grants to pay for training costs such as Welfare to Work, State-funded training funds and Federal Pell Grants, so that WIOA funds supplement other sources of training grants.

3. A WIOA participant may enroll in WIOA-funded training while his/her application for a Pell Grant is pending as long as the One Stop Operator has made arrangements with the training provider and the WIOA participant regarding allocation of the Pell Grant, if it is subsequently awarded. In that case, the training provider must reimburse the One-Stop Operator the WIOA funds used to underwrite the training for the amount the Pell Grant covers. Reimbursement is not required from the portion of Pell Grant assistance disbursed to the WIOA participant for education-related expenses.

IX. **Special Terms and Conditions**

A. **Outreach and Recruitment:**

1. The contractor shall have final responsibility for outreach and recruitment of eligible participants for the services to be delivered pursuant to this contract and to ensure that an adequate number of participants are enrolled for the performance of such services.

B. **Selection of Participants:**

1. The contractor shall have the privilege of selecting participants for its program from among individuals who meet the eligibility requirements set forth in the Statement of Needs.
2. Participant selections shall be in conformance with non-discrimination provisions of the General Terms and Provisions.
3. If, in the opinion of the SCWDB, the contractor fails to conform in the selection of participants to the provisions of this contract, the SCWDB may require the contractor to establish and conform to a corrective action plan for the selection of participants, or may revoke the contractor's privilege to select participants for the program(s) operated by the contractor.
4. The contractor shall have final responsibility for the selection of participants in accordance with the referral criteria, and holds harmless the SCWDB for any non-conformance therewith; and further releases the SCWDB from any and all damages caused as a result of such non-compliance.

C. **Performance:** It is understood by the parties to this contract that the SCWDB, or its designee, shall

1. Determine whether or not the performance of the contractor is satisfactory,
2. Interpret all reports and decide the acceptability and/or progress of services provided,
3. Decide the amount, classification, and quality of services provided and amounts to be paid,
4. Be the sole judge of the validity and acceptability of any claims for payment made by the contractor.

The decision of the SCWDB shall be final, conclusive and binding for all parties.

D. **Books of Account, Co-Mingling of Funds, Program Income, and Defective Costs or Pricing Data:**

1. The contractor warrants that
  - a. it shall establish and maintain separate books of accounts which identifies any and all SCWDB funds received;
  - b. all SCWDB funds received in advance of services rendered shall not be co-mingled with any of the contractor's non-SCWDB funding;
  - c. it shall establish and maintain separate book of accounts for expended SCWDB funds, including "program income";
  - d. the cost or pricing data submitted, either directly or indirectly, in writing to the SCWDB are accurate, complete, and current as of the date of contract.
2. Revenues received and properly earned by non-profit entities under this contract that are in excess of actual costs shall be treated as "program income" pursuant to 10 CFR 626.450;
3. Said "program income" shall be repaid to the SCWDB within thirty (30) days from the end of this contract.
4. In the event the contractor fails to properly report "program income," and the SCWDB later determines that such income was earned, the SCWDB reserves the right to withhold any payments currently, or subsequently, due to the contractor until such time as the amount of reimbursement due is fully paid.
5. If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract was increased by any significant amount because
  - a. the contractor, or subcontractor of the contractor, furnished cost or pricing data that were not complete, accurate, and current, as certified in its Certificate of Current Cost or Pricing Data;
  - b. a subcontractor, or prospective subcontractor, furnished the contract cost, or pricing data, that were not complete, accurate, and current, as certified in the Certificate of Current Cost or Pricing Data; or
  - c. any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly, and the contract shall be amended to reflect the reduction.
6. Any reduction in the contract price under paragraph five (5) above that is due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, of
  - a. the actual subcontract, or
  - b. the actual cost to the contractor, if there was no subcontract, was less than the cost estimate submitted by



the contractor; provided that the actual subcontract price was not itself affected by the defective cost or pricing data.

7. If the SCWDB determines that a price, or cost reduction, should be made, the contractor agrees not to raise the following matters as a defense:
  - a. The contractor, or its subcontractor, was a sole source supplier, or otherwise was in a superior bargaining position, and thus the price of the contract would not have been modified, even if accurate, complete, and current cost, or pricing data had been submitted.
  - b. The SCWDB should have known that the costs, or pricing data in issue, were defective, even though the contractor or its subcontractor took no affirmative action to bring the character of the data to the attention of the SCWDB.
  - c. The contract was based on a subcontract and there was no contract about the cost of each item procured under the contract.
  - d. The contractor, or its subcontractor, did not submit a Certificate of Current Cost or Pricing Data.
8. Repayment: The contractor further acknowledges and agrees that, in the event the contractor receives any payment under this contract, and it is later determined that the contractor was not entitled to such payment, the contractor agrees to make full reimbursement of such payment(s) to the SCWDB, including any costs and expenses of suit and attorneys' fees in relation thereto, and that the SCWDB may withhold any payments then, or subsequently, due to the contractor until such time as the amount of reimbursement due from the contractor shall be determined.
9. Failure to comply with this sub-section shall constitute grounds for the SCWDB, at its option, to withhold payments
  - a. Until such time as separate books of account are properly established and maintained; or
  - b. Equal to the amounts determined to be co-mingled; or
  - c. Equal to the excess program income; or
  - d. Equal to the amount owed due to a defective cost of pricing data that was incomplete, inaccurate, or outdated.

E. **Audits:**

1. The contractor shall include all WIOA funding provided under this contract in all audits and financial reports performed for the contractor.
2. Governmental entities shall comply with the Single Audit Act of 1984 (31 U.S.C.7501-7) and the 29 CFR part 96, the U.S. Department of Labor regulations which implement Office of

Management and Budget (OMB) Circular A-128, “Audits of State and Local Government.”

3. Non-governmental WIOA funded organizations shall comply with OMB Circular A-133, “Audits of Institutions of Higher Education and Other Nonprofit Institutions,” as implemented by the Department of Labor regulations at 29 CFR parts 96. The provisions of this paragraph do not apply to any non-governmental WIOA, or WIOA funded organization that is
  - a. a commercial organization; or
  - b. a hospital or an institution of higher education for which State or local governments choose to apply OMB Circular 1-128.
4. A commercial/WIOA funded organization that receives \$25,000 or more a year in Federal financial assistance to operate a WIOA program shall have either
  - a. a program specific annual independent financial and compliance audit conducted and prepared in accordance with generally accepted government auditing standards; or
  - b. an organization-wide audit that includes coverage of the WIOA program within its scope.
5. The contractor shall maintain an audit resolution file and/or a management letter file documenting the disposition of reported questioned costs and corrective actions and plans taken for all audit findings and shall submit such audit resolution report and/or management letter to the SCWDB within thirty (30) days of its completion, but no later than sixty days after receipt of the audit report.
6. The contractor shall submit copies of such reports and audits regarding its activities under this contract as required above, and shall maintain records regarding such activities and provide access to them as necessary for review by the SCWDB, the Chief Local Elected Officials Board (CLEO), the Governor of Virginia, the U.S. Comptroller General, and the U.S. Secretary of Labor, or their designated representatives, and any other authorized State or Federal agency in order to conduct monitoring and audit activities.
7. The contractor shall submit copies of such required audit reports to the SCWDB within thirty (30) calendar days of its completion, but in no event shall the audit be submitted later than twelve (12) months after the end of the fiscal year. Failure to provide an audit in a timely manner shall constitute a default and may result in the immediate termination of this contract.
8. If an audit firm finds the contractor’s records to be un-auditable, the audit firm shall be granted access to the necessary records to compile them in an auditable condition.

9. In the event of dissolution by the contractor, the contractor shall provide for an audit of WIOA funds within ten (10) days after said dissolution.
10. The contractor agrees to cooperate with any review, monitoring, evaluation, or audit by the SCWDB, the CLEO Board, the Governor of Virginia, the U. S. Comptroller General, the U.S. Secretary of Labor, or their designated representatives, and any other authorized State or Federal agency, of any program which the contractor administers or operates and which is funded, in whole, or in part, by the SCWDB.

F. **False Submissions and Disallowed Costs:**

1. The production or submittal of any records or reports containing any false information, with the intent to defraud the SCWDB, shall be considered as constituting a fraudulent act in violation of Federal and State law, and shall result in the immediate termination of this contract. Any such incident of submittal of such false information shall be reported to the Virginia Employment Commission and any other local and State authorities having proper jurisdiction. The contractor shall be liable for the repayment of any and all funds that were paid by the SCWDB, directly or indirectly related to such fraudulent act by the contractor, for reported performance or other compensation for services or expenses subsequently determined to be fraudulent and invalid. Repayment shall be by deduction from subsequent invoices and/or in the form of a check for the total amount, or balance due.
2. All SCWDB funds paid to the contractor as compensation for services or expenses determined not to be in accordance with the WIOA, or this contract, shall be a disallowed cost. The contractor shall repay to the SCWDB any amounts determined not to have been expended in accordance with the WIOA, or this contract, or disallowed in the final resolution of an audit report.
3. The contractor agrees that in the event it, or any of its agents or employees, makes any unauthorized or disallowed distribution of funds for any reason whatsoever, the contractor shall be responsible for said sums and shall be liable for the repayment of such funds to the SCWDB upon demand.
4. All funds repaid to the SCWDB based on fraudulent or disallowed costs shall be paid from funds other than funds received pursuant to the WIOA, or this contract. The SCWDB shall withhold funds due pursuant to this contract pending resolution of such disallowed or fraudulent costs.

G. **Liability, Attorney's Fees, Costs, and Expenses:**

1. The contractor shall, at its own expense, protect and defend the SCWDB from all claims, damages, costs, lawsuits, and expenses,

including, but not limited to, all costs from administrative proceedings, court costs, and reasonable attorney fees, that the SCWDB may incur as a result of any direct, or indirect activities of the subcontractor, its contractor, employees, participants, agents or servants.

2. The contractor further acknowledges and agrees that, in addition to any other remedies at law in equity, or pursuant to this contract, it shall be liable for any damages, including any costs and expenses of suit and reasonable attorney's fees, sustained by the SCWDB by virtue of any breach by the contractor of this contract.
3. Should the SCWDB be obligated to retain counsel, or to initiate litigation in order to enforce any term, provision, or undertaking hereunder, or to remedy any breach or default thereof, the SCWDB therein shall be entitled to reimbursement of all reasonable attorney's fees and costs incurred, whether suit be brought or otherwise, and through all trials and appellate levels.
4. 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 or any of the parties involved in the implementation and administration of the WIOA program.

H. **Licenses and Approvals:**

1. The contractor shall obtain and maintain in force and effect during the term of this contract any and all licenses, accreditations, and approvals required by any duly authorized regulatory authority for the conduct of the services to be provided under this contract, and shall conduct all activities hereunder in accordance with such requirements and undertakings on which such licenses, accreditations, and approval may be conditioned.

I. **Indemnification:**

1. The contractor shall indemnify and hold harmless the SCWDB, its officers, its agents, its employees, and the CLEO Board from liability of any nature and kind, including costs, expenses and attorney's fees, for, or on account of, any actions, claims, suits, or damages of any character whatsoever arising out of any negligent act or omission of the contractor or any employee, agent, sub-contractor, or representative of the contractor.
2. The contractor further agrees to indemnify, save harmless, and defend the CLEO Board, its agents, servants, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the contractor, not included in the paragraph above and for which the CLEO Board, its agents, servant of employees are alleged to be liable.

J.

**Notice:**

1. Unless stated otherwise, any notice permitted or required pursuant to this contract shall be deemed to be given and effective if such notice shall be in writing and personally served or mailed by registered or certified mail, postage paid, evidenced by post office receipt of said registration or certification to the addresses of the parties as herein stated or to such other addresses as shall have been changed by either party to the other in writing in accordance with this provision.
2. Any other permitted or required notice pursuant to this contract not mailed in compliance with the above paragraph shall be deemed to be given and shall be effective upon receipt of such notice in writing and personally served or mailed by regular mail, postage paid.

K.

**Grievance Procedures:**

1. The contractor shall establish and maintain procedures to informally resolve grievances or complaints from, and provide counseling to, participants in programs operated under this contract.
2. The contractor shall inform participants of such procedures and shall confirm the participants' understanding of such procedures (including their right to file grievances with the SCWDB) by signing a copy of the contractor's written grievance procedure.
3. The contractor and its agents, subcontractor, employees, and SCWDB participants shall have the right to file grievances with respect to such programs under the procedures established by the WIOA. Such procedures shall be prominently displayed on all premises of the contractor at which WIOA-funded activities are conducted.

L.

**Notice of Terms of Contract:**

1. The contractor shall take such steps as necessary to assure knowledge and understanding of the terms of this contract by all training, administrative, and other staff, agents, and subcontractor of the contractor engaged in the provision of services under this contract, including, but not limited to, obtaining a signed statement from each such person that he or she has read this contract in its entirety and understands its terms. Such statement shall be retained on file with the contractor and a copy forwarded to the SCWDB.

M.

**Certification of Conduct:**

1. The contractor represents and warrants that to the best of their knowledge, its officers, agents, employees, and subcontractor have not offered or given, and will not offer or give, any gratuity to any officer, employee, board member, or agent of the SCWDB with the purpose or intent of securing a contract or securing favorable treatment with respect to the awarding or amending of a contract or

the making of any determination with respect to the performance of an contract. The contractor further represents and warrants that to the best of their knowledge, it has not made and will not make any material misrepresentation or omission in the course of submission of a proposal for, negotiation of, or maintenance in effect of, this contract.

2. The contractor shall not hire a person in an administrative capacity, staff position, or on-the-job training position funded under this contract if any member of the individual's immediate family is employed in an administrative capacity with the contractor.
3. Contractor's staff person shall not appoint, employ, promote, or advocate for appointment, employment, promotion, or advancement in, or to a position in the organization over which the staff person exercises jurisdiction or control over any individual who is a member of the individual's immediate family.
4. An individual may not be appointed, employed, promoted, or advanced in, or to, a position in the local-funded organization if a staff person serving in, or exercising jurisdiction or control over the entity who is also a member of the individual's immediate family has advocated such appointment, employment, promotion, or advancement.

N. **Purchased Equipment and Intellectual Property Rights:**

1. All equipment purchased by the contractor with WIOA funds awarded under this contract shall become the property of the SCWDB at the time of purchase and shall be reported to the SCWDB and shall be supported by a copy of the invoice on which the equipment was purchased.
2. Equipment shall be tagged and recorded on the property inventory of the SCWDB at such time and location as shall be mutually agreed upon by both parties of this contract.
3. The contractor shall use reasonable care and provision for such property and will assume liability for property lost, stolen, or damaged but shall notify the SCWDB on each such occurrence. All equipment recorded on the property inventory of the SCWDB shall be relinquished to the SCWDB at the conclusion of this contract.
4. If WIOA property is used for non-WIOA purposes at any time, just compensation must be paid to the SCWDB. Such usage must be authorized by the SCWDB and compensation agreed upon in advance. Non-WIOA usage shall be documented in the form of usage logs or daily schedules. Compensation may be in the form of in-kind contributions addressed in a non-financial contract or in the form of rental fees addressed in an amendment to this contract.
5. Guidelines for The Purchase of Non-Consumable Property:
  - a. Virginia Public Procurement Act shall be followed.

- b. The SCWDB Fiscal Officer will be notified of all purchases over \$300.
- c. Purchases of \$5,000 and upward require written approval from the SCWDB and the State of Virginia.
- d. Best practices dictate that three bids be secured for all purchases over \$100.

O. **Patent/Copyrights/Rights to Data/Trademarks:**

- 1. The contractor shall indemnify the SCWDB and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is not, or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C.181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair to real property (hereinafter referred to as “construction work”) under this contract, or out of the use or disposal by or for the account of the SCWDB of such supplies or construction.
- 2. The contractor shall convey to the SCWDB, upon written request, title to any subject invention, if the contractor fails to disclose to the SCWDB or elect title to the subject invention within two months of disclosing it in writing to the contractor personnel responsible for patent matters, or elects not to retain title provided that the SCWDB may only request title within sixty days after learning of the failure of the contractor to disclose or elect within the specified times.
- 3. The contractor shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the SCWDB obtains title, except if the contractor fails to disclose invention within the times specified in #2 above. The license is transferable only with the approval of the SCWDB, except when transferred to the successor of that part of the contractor’s business to which the invention pertains.
- 4. Except as provided in paragraphs 6, 7, and 8 of this section regarding copyright, the SCWDB shall have unlimited rights in
  - a. Data first produced in the performance of this contract;
  - b. Form, fit, and function data delivered under this contract;
  - c. Data delivered under the contract (except for restricted computer software) that constitute manuals for instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
  - d. All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph 11 of this section.

5. The contractor shall have the right to:
  - a. Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the contractor in the performance of this contract, unless provided otherwise in paragraphs 9 and 10 of this section.
  - b. Protect from unauthorized disclosure and use of data which are limited rights data or restricted computer software; and substantiate use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs 11 and 12 of this section.
6. The contractor may establish claim to copyright subsisting in any data first produced in the performance of this contract, except otherwise specifically provided. When claim to copyright is made, the contractor shall affix the applicable copyright notice of (17 U.S.C. 401 or 402) and acknowledgment of SCWDB sponsorship (including contract number(s) to the data when such data are delivered to the SCWDB, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software, the contractor grants to the SCWDB, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such computer software to reproduce, prepare derivative works, perform and display publicly, by, or on behalf of the SCWDB.
7. The contractor shall not, without prior written approval of the SCWDB, incorporate any data delivered under this contract and first produced in the performance of this contract and which contains the copyright notice of (17 U.S.C. 401 and 402), unless the contractor identifies such data and grants to the SCWDB, or acquires on its behalf, a license of the same scope as set forth in paragraph (6) of this section; provided, however that such data are computer software, the SCWDB shall acquire a copyright license as may be provided in a collateral contract incorporated in, or made a part of, this contract.
8. The SCWDB agrees not to remove any copyright notices placed on data pursuant to this section, and to include such notices on all reproductions of the data.
9. The contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this section or expressly set forth in this contract.
10. The contractor agrees that to the extent it receives, or is given access to, data necessary for the performance of this contract



that contains restrictive markings, the contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the SCWDB.

11. When data other than that listed above are specified to be delivered under this contract and quality has either limited rights data or restricted computer software, if the contractor desires to continue protection of such data, the contractor shall withhold such data and not furnish such data to the SCWDB under this contract. As a condition to this withholding, the contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer database for delivery to the SCWDB are to be treated as limited rights data and not restricted computer software.
12. The contractor is responsible to obtain from its sub-contractor all data and rights therein necessary to fulfill the contractor's obligations to the SCWDB under this contract. If a subcontractor refuses to accept terms affording the SCWDB such rights, the contractor shall promptly bring such refusal to the attention of the SCWDB and shall not proceed with the subcontract award with further authorization.
13. The contractor shall report to the SCWDB, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the contractor has knowledge.
14. In the event of any claim or suit against the SCWDB on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the contractor shall furnish to the SCWDB, when requested by the SCWDB, all evidence and information in possession of the contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the SCWDB except where the contractor has agreed to indemnify the SCWDB.
15. The contractor agrees to include, and require inclusion, of this section in all subcontracts at any tier for supplies or services expected to exceed \$500.
16. The parties shall at all times recognize, respect, protect, and use any and all trademarks in connection with this contract in a manner consistent with the acknowledged rights of its owners and high standards by which it is known, and the parties shall not take any action whatsoever which might demean the good name of a trademark or detract from the reputation of the trademark or its owner. Each party has the duty to notify the owner of such trademark of any trademark violation or infringement occurrence within a reasonable time.

- P. **Availability of Funds:** All obligations of the SCWDB, including the continuance of payments under an approved contract, shall be contingent upon the availability and continued appropriation of state, federal or other funds, and in no event shall the SCWDB be liable for any payments in excess of such available appropriated funds. In the event of reduction or termination of those funds, the SCWDB shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate or amend the contract immediately upon giving the contractor notice of such termination or amendment.
- Q. **Cost Reimbursement:** Contractor will be funded on a cost reimbursement basis according to the SCWDB's policies, procedures, and reimbursement requirements.
- R. **Conflict of Interest:** The offeror(s) represents to the SCWDB that it is entering into this agreement with the SCWDB does not entail any violation of the Virginia Conflict of Interest Act. The contractor or subcontractor shall review Section 2.2-3100 of the Code of Virginia and certify that all employees they are seeking to place at any facility are free from any conflict of interest listed in this code section.
- S. **Additional Users:** This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitations shall be made only by written contract modification issued by this agency or institution and upon mutual contract of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.
- T. **Cancellation of Contract:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- U. **Minority/Women Owned Business Subcontracting and Reporting:** Where it is practicable for any portion of the awarded contract to be sub-contracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contact, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount sub-contracted and type of product/service provided.
- V. **References:** Proposers shall provide a list of at least 3 letters of reference where similar services have been provided if requested. Each reference shall include the

- name of the organization, the complete mailing address, the name of the contact person and telephone number.
- W. **Funding:** All funding estimates used in the RFP are projections based on the 2018-19 funding allocations. Negotiation of the contract amounts will occur when actual allocations for 2019-20 have been received and approved by the SCWDB.
- X. **General Education Provisions Act:** In carrying out the requirements of this contract, the SCWDB shall comply with section 444 of the General Education Provisions Act (20 U.S.C. 1232g as added by the Family Educational Rights and Privacy Act of 1974).
- Y. **Length of Contract:** The initial period of the contract will be for one (1) year (July 1, 2019 – June 30, 2020) with an option to renew annually up to an additional two (2) years upon Youth Committee recommendation, SCWDB recommendation and Chief Local Elected Officials (CLEO) approval, adequate funding, and satisfactory performance.
- Z. **The School-to-Work Opportunities Act of 1994:** All of the funds made available under the contract shall be used in accordance with the requirements of WIOA Title I. None of the funds made available under The School-to-Work Opportunities Act of 1994 (20 U.S.C. 6101 et seq.) or to carry out, through programs funded under this Act, activities that were funded under the School-to-Work Opportunities Act of 1994, unless the programs funded under this Act serve only those participants eligible to participate in the programs under WIOA Title I.
- AA. **Enrollment Goals:** Providers have until December 31, 2019, to meet their youth enrollment goals. If they have not met 70% of their enrollment by this time, renegotiation of the contract award amount may be required.
- BB. **Budget:** The contractor must adhere to the specified line items. Requested changes must be submitted to the SCWDB staff for approval. Rationale should accompany requests for budget modifications.
- CC. **Additional Information at Point of Contraction:** Additional information may also be required of successful bidders. For non-public education entities funded, the following materials will be minimally required at point of contraction:
1. Certificate of Authority
  2. Organizational Bylaws
  3. Articles of Agreement
  4. Mission Statement
  5. Certificate of Good Standing
  6. List of Board of Directors
  7. Resumes of all personnel and related job descriptions
  8. Financial statements/most recent audit
  9. Certificates of Insurance
- DD. **Awarding of the Contract:** The contractor agrees to provide the following information to the SCWDB in either a signed form (if available) or a signed certification of compliance for the following:
1. 29 CFR Parts 31 thru 34 Non-discrimination and Equal Opportunity Assurance (and regulation)

2. 29 CFR Part 93 Certification Regarding Lobbying (and regulations)
3. 29 CFR Part 95 Administrative Requirements for Institutions of Higher Education, Hospitals, and other Non-Profit Organizations (any subsequent amendments)
4. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
5. 29 CFR Part 98 Debarment and Suspension and Drug-free Workplace.
6. SF 424 B Assurances for Non-Construction Programs.
7. P.L. 101-166, Sec. 511 (Federal Dollar Amount Participation)
8. Certificate of Insurance
9. A copy of the contractor's EEO Policy
10. Statement of Confidentiality from the contractor that covers all employees
11. A copy of the contractor's Grievance Procedures.
12. Conflict of Interest Statement or Forms
13. A copy of subcontracts

**PROPOSED NUMBER OF CLIENTS TO BE SERVED**  
**2019-2020**

Total Out of School Youth (OSY) \_\_\_\_\_

Please indicate the numbers to be served per county for OSY:

<b>County</b>	<b># Served</b>
Amelia	
Brunswick	
Buckingham	
Charlotte	
Cumberland	
Halifax	
Lunenburg	
Mecklenburg	
Nottoway	
Prince Edward	
Total	

If the numbers to be served per county are different, please describe the rationale for the differences and data to support the numbers (attach additional pages if needed):

## **YOUTH BUDGET LINE ITEM DESCRIPTIONS**

### **PERSONNEL COSTS:**

**Wages for Personnel:** Salaries and wages paid to employees of the Contractor for full or part-time work. This includes payments for the time not worked, including sick leave, vacation, holidays and other paid absences.

**Fringes for Personnel:** Includes job related benefits provided employees as part of their total compensation. Fringe benefits include the employer's portion of FICA, pensions, insurance (life, health, disability income, etc.) and employee allowance.

Note: Salaries and wages paid during the month must be recorded as the GROSS amount, even though certain payroll taxes have been withheld. This means that an employer should report the gross amount of payroll (including State and Federal Withholding taxes, employee FICA taxes and any other benefits due).

### **NON-PERSONNEL COSTS:**

**Advertising:** Advertising media includes newspapers, radio, magazines, etc., used solely for recruitment of personnel, solicitation of bids for procurement of goods and services, disposition of surplus materials, other purposes specifically provided for in the contract agreement.

**Communications:** Payment for telecommunications, messenger service, maintenance of such service, etc.

**Contractual Services:** Services acquired from outside sources (i.e., private vendors, public authorities or other governmental entities). Purchase of the service is on a fixed fee basis or fixed unit price. (Does not include OJT or child care contracts).

**Equipment:** Purchase of non-consumable equipment/furniture.

**Insurance:** Payments for insurance, except that which relates to personal services (general liability, bonding, etc.).

**Office Supplies:** Consumable supplies, office equipment rentals, service agreements, general day-to-day operating expenses.

**Outreach/Public Relations:** Costs of participant outreach to develop awareness and encourage participation in WIOA services and distribution of information of services to employers. Costs related to promotion of public relations in the community served.

**Rent (facilities):** Cost of space in privately or publicly owned buildings used for the benefit of WIOA staff/contractors.

**Subscriptions:** Subscription costs for professional publications.

**Staff Training:** Costs associated with registration fees/tuition for the purpose of WIOA staff training/development.

**Staff Travel:** Payments for private vehicle allowances, parking, tolls, other travel fares, subsistence (meals), lodging, reservations and other travel-related expenses.

**Utilities:** Payment for heat, electricity, water and sewer services

### **PARTICIPANT SERVICES:**

**Individual Training Accounts (ITAs):** Costs to provide training services for participants as defined in WIOA Section 122 (d). (Does not include training services provided through a contract such as OJT).

**On-the-Job Training:** Training in the private or public sector given to a participant who, after objective assessment, has been referred to and hired by the employer. OJT occurs while the participant is engaged in productive work which provides knowledge and skills essential to the full and adequate performance of the job.

**Tutoring, Study Skills, Training:** Costs for providing tutoring, study skills training and instruction leading to completion of secondary school, including dropout prevention strategies.

**Alternative Secondary School:** Costs for providing alternative secondary school services.

**Summer Employment:** Wages and fringes paid to youth who are in the activity for the summer months only.

**Work Experience:** Wages paid to participants who are performing work experience at a time other than summer, and may include internships, job shadowing or stipends that may be paid to younger youth who are in Academic Enrichment activities and not receiving wages.

**Occupational Skill Training:** Costs for occupational skills training but excludes ITAs for older youth or out of school youth.

**Leadership Development:** Costs for leadership development opportunities which encourage responsibility, employability and other positive social behaviors.

**Supportive Services:** Costs to provide support services to youth participants such as travel (private vehicle allowance, parking, tolls, other travel fares, meals, lodging, reservations and other travel related expenses), supplies for training (costs of books, instructional materials, tools, equipment used by or for participant) documented as necessary for participants to participate in the program, child care, emergency housing, and other services as allowed by local SCWCB policy.

**Adult Mentoring:** Costs for adult mentoring activities for the period of participation and a subsequent period, for a total of not less than 12 months.

**Follow-up Services:** Costs for follow-up services as defined in 20 CFR Part 681 that include adult mentoring, supportive services, leadership development, further education, assisting with work related problems, tracking progress after employment and others as defined by local SCWDB policies.

**Comprehensive Counseling and Guidance:** Costs for comprehensive guidance and counseling which may include drug and alcohol abuse counseling and referral.

**Financial Literacy Education:** Costs for providing financial literacy education.

**Entrepreneurial Skills Training:** Costs for providing entrepreneurial skills training.

**Career Awareness, Career Counseling and Career Exploration Services:** Costs for providing career awareness, career counseling and career exploration services.

**Preparation/Transition to Post-Secondary Education and Training:** Costs for providing transition services to post-secondary education.



## Budget Proposal

Proposed Budget 2019-20	OUT OF SCHOOL YOUTH			
	BUDGETED	EXPENSES	BALANCE	IN-KIND
<b>Operating</b>				
<b>Personnel</b>				
Salary			0	
Benefits			0	
<b>Total Personnel</b>	0		0	0
<b>Non-Personnel</b>				
Advertising			0	
Communication			0	
Contractual Service			0	
Equipment			0	
Insurance			0	
Office Supplies			0	
Rent			0	
Outreach			0	
Subscriptions			0	
Staff Training			0	
Staff Travel			0	
Utilities			0	
<b>Total Non-Personnel</b>	0		0	0
<b>Total Operating</b>	0		0	0
<b>Participant Services</b>				
Individual Training Account			0	
**OJT			0	
Tutoring, Study Skills, Training			0	
Alternative Secondary School			0	
**Summer Employment			0	
**Work Experience			0	
Occupational Skill Training			0	
Leadership Development			0	
Supportive Services			0	
Adult Mentoring			0	
Follow-Up Services			0	
Financial Literacy Services			0	
Prep/Transition to Post-Sec.			0	
Career Awareness, Exp.			0	
Comprehensive Guidance & Counseling			0	
Entrepreneurial Training			0	
<b>Total Customer Costs</b>	0		0	0
<b>Total Detailed Expenditures</b>	0		0	0
*Please attach a budget narrative that describes what is include in the proposed costs (such as # of staff, etc.) and how costs were calculated. Describe the in-kind amounts also and the basis for the cost.				
**At least 20% of the budget must be expended on work experiences. Costs of case management that contribute to work experiences may also be counted.				
Describe how the case management time will be tracked and applied to the work experience costs.				

**WIOA OUT OF SCHOOL YOUTH RFP # 2019-01**

**ACKNOWLEDGEMENT OF GENERAL TERMS AND CONDITIONS**

I have reviewed the General Terms and Conditions and accept as stated.

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency

**ACKNOWLEDGEMENT OF SPECIAL TERMS AND CONDITIONS**

I have reviewed the Special Terms and Conditions and accept as stated.

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency

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

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

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause title "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant

may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required, to check the List of Parties Excluded from Procurement or Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph (e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

1. The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

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

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

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

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

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<p><b>1. Type of Federal Action:</b>  a. contract  _____ b. grant  c. cooperative agreement  d. loan  e. loan guarantee  f. loan insurance</p>	<p><b>2. Status of Federal Action:</b>  a. bid/offer/application  _____ b. initial award  c. post-award</p>	<p><b>3. Report Type:</b>  a. initial filing  _____ b. material change  <b>For material change only:</b>  Year _____ quarter _____  Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b>  _____ Prime _____ Subawardee  Tier _____, if Known:   Congressional District, <i>if known:</i></p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee,</b>  Enter Name and Address of Prime:   Congressional District, <i>if known:</i></p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b>   CFDA Number, <i>if applicable:</i> _____</p>	
<p><b>8. Federal Action Number, <i>if known:</i></b></p>	<p><b>9. Award Amount, <i>if known:</i></b>  \$ _____</p>	
<p><b>10. a. Name and Address of Lobbying Registrant</b>  <i>(if individual, last name, first name, MI):</i></p>	<p><b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i>  <i>(last name, first name, MI):</i></p>	
<p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>	<p><b>Signature:</b> _____  <b>Print Name:</b> _____  <b>Title:</b> _____  <b>Telephone No.:</b> _____ <b>Date:</b> _____</p>	
<p><b>Federal Use Only</b></p>	<p><b>Authorized for Local Reproduction</b>  <b>Standard Form - LLL (Rev. 7-97)</b></p>	

## **INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan

award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

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

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

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

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

9. 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;
10. Establishing a drug-free awareness program to inform employees about:
  - The dangers of drug abuse in the workplace;
  - The grantee's policy of maintaining a drug-free workplace;
  - Any available drug counseling, rehabilitation, and employee assistance programs; and
  - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
11. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
12. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
  - Abide by the terms of the statement; and
  - Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
13. Notifying the agency within ten days after receiving notice under subparagraph (d)(2), with respect to any employee or otherwise receiving actual notice of such conviction;
14. Taking one of the following actions within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
15. Taking appropriate personnel action against such an employee up to and including termination; or
16. 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.

17. Making a good faith effort to continue to maintain a drug-free workplace.

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

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

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

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

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

**Certification Regarding Indemnification**

It is understood by the recipient and signatory for the receiving agent that, hereafter, they will accept responsibility for the funds and their program. It is understood that each recipient is responsible for adhering to the rules/regulations promulgated by the Workforce Innovation and Opportunity Act (WIOA), U. S. Department of Labor, Virginia Community College System, Charlotte County 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 or their staff which result in disallowed costs.

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

Authorized Representative (Printed): \_\_\_\_\_

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

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

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

In regards to Contracts, Grants, Loans and Cooperative Agreements, the undersigned certifies, to the best of his/her knowledge and belief, that as a condition to the award of financial assistance under WIOA from the Department of Labor, the grant applicant assures, with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA-funded program or activity, that it will comply fully with the non-discrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act of 2014, Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29CFR 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: \_\_\_\_\_

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

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

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