

REQUEST FOR PROPOSAL

For the Period July 1, 2023 – June 30, 2027

Workforce Innovation and Opportunity Act (WIOA) LEE COUNTY BOARD OF SUPERVISORS

On Behalf Of

Virginia Career Works - Southwest One Stop Operator

Proud Partner of Virginia Career Works American Job Center

*To serve as the Operator for Workforce Center locations in
Richlands, Grundy, Haysi, St. Charles, Lebanon, and Wise, Virginia*

Release Date:

April 30, 2023, Noon (Eastern Daylight Savings Time)

Due Date:

May 31, 2023, 3:00 p.m. (Eastern Daylight Savings Time)

Any proposals received after the due date and time will not be accepted.

Proposed Contract Period*

July 1, 2023 – June 30, 2027

**Contracts are negotiated, approved and allocated annually
Annual renewal contingent upon satisfactory performance*

Lee County is an equal opportunity employer. Please contact Dane Poe, County Administrator at (276) 346-7714 with any questions. Auxiliary aids and services are available upon request to persons with disabilities. Contact Virginia Relay at 11 or 1-800-828-1120.

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SECTION I: GENERAL INFORMATION

1. PURPOSE OF THE REQUEST FOR PROPOSALS (RFP)

As the grant funding recipient for the Southwest Virginia Workforce Development Board (SWVAWDB), the Lee County Board of Supervisors (County) is seeking a creative, committed organization to act as the One Stop Operator for the Virginia Career Works – Southwest Workforce Center comprehensive one-stop (Virginia Career Works America’s Jobs Center) in Richlands, Virginia; its affiliates in Grundy and Haysi; and specialty site in Lebanon serving Russell, Dickenson, Buchanan and Tazewell Counties; and the affiliate site at Virginia Career Works – Wise and the specialty site in St. Charles serving Lee, Wise, Scott Counties and the City of Norton inclusive. SWVAWDB aims to strengthen the workforce development system serving Southwest Virginia residents, including those who may be experiencing multiple barriers to employment. The County is seeking bold, creative proposals that will focus on operating its Workforce Centers in an inclusive and efficient manner that supports effective service delivery through integration of services with the Workforce Innovation and Opportunity Act (Title I), Adult Basic Education and Literacy (Title II), Wagner-Peyser Act of 1933 (Title III), Rehabilitation Act of 1973 (Title IV), Personal Responsibility and Work Opportunity Reconciliation Act of 1996/Temporary Assistance to Needy Families as well as other agencies and community partners.

Duration of Contract

The contract resulting from this RFP will begin July 1, 2023 and end June 30, 2027. The County will exercise the option to evaluate contract performance at the end of each year, with renewal contingent upon satisfactory performance. Contract renewals will be based on future funding availability, additional proposed rulemaking from the United States Department of Labor, community need, and contractor’s performance.

Contract Conditions

The content of the accepted proposal will become the basis for the negotiation of a final contract agreement. This negotiation will include all elements of the proposal and may include additional elements as negotiated. Applicants are advised that most documents in the possession of the County are considered public records and are subject to disclosure under Virginia’s Public Records Law.

The successful proposer will be required to agree to the General Terms and Conditions and agree to comply with any policies created by the County and/or SWVAWDB and any applicable federal or state policies, regulations, or laws. A copy of the General Terms and Conditions for all contracts is included at the end of this RFP.

Type of Contract

This will be a cost reimbursement contract. All proposers must have sufficient available resources to operate the proposed program, if funded, during both start-up and during

the time in which invoices are being processed for payment and until such time as payment is received.

Limitation

This Request for Proposal does not commit the Lee County Board of Supervisors to award a contract or to pay for any cost incurred in the preparation of a proposal to this request, nor to be bound to procure or contract for these services. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any or all qualified sources, or to cancel in part or in its entirety this RFP if it is in the best interest of the County.

WIOA Final Regulations

This RFP content and requirements are based on language and provisions contained in the Workforce Innovation and Opportunity Act of 2014. Successful proposers must agree to comply with all requirements contained in the WIOA Final Regulations.

2. ESTIMATED CONTRACT AMOUNTS

The funding available to support the Operator for the first year, 2023-2024 (Program Year 2023) is \$175,000.

3. ELIGIBLE ENTITIES

Proposals will be accepted from any entity listed below that can demonstrate the administrative capability to successfully provide the services identified in this RFP.

- Government agencies
- Private non-profit organizations
- Private for-profit businesses
- Business service organizations
- Institutions of Higher Education
- A consortium of entities that includes at least 3 WIOA partner programs

4. PROPOSAL FORMAT REQUIREMENTS

Organizations submitting a proposal must follow ALL the following format requirements:

- **Paper:** 8 ½ by 11 inch
- **Font:** 12 point—Times New Roman
- **Charts/Tables:** 12 point—Times New Roman
- **Margins:** 1 inch
- **Spacing:** 1.5 spaced
- **Pages:** Numbered

5. PROCUREMENT TIMETABLE

Date	Activity and Time
April 30, 2023	RFP released and available at www.leecova.org at Noon, Eastern Daylight Savings Time (EDST)
May 8, 2023	Deadline for written questions at ddpoe@leecova.org , 4:30 PM. EDST
May 12, 2023	Written Q&A responses provided electronically by 4:30 PM EST
May 15, 2023	**Mandatory <i>Letter of Intent to Bid</i> due electronically to ddpoe@leecova.org 4:30 p.m. Eastern Daylight Savings Time.
May 31, 2023	Proposals due by mail or hand delivery no later than 3:00 p.m. Eastern Daylight Savings Time. One hard copy submitted to Lee County Board of Supervisors, P. O. Box 367, Jonesville, VA 24263. Proposals received after this date and time will not be accepted and will be returned unopened.
June 1-15, 2023	Evaluation of proposals
June 20, 2023	Award approval and notification
June 23-27, 2023	Contract negotiation contingent on State-approved funding allocation
June 27-30, 2023	Transition planning (if required)
July 1, 2023	Contract start date

Questions and answers about the RFP will be accepted and addressed online only so that all interested parties will have the benefit of the same answers at the same time.

**** Letter of Intent to Bid**

The County requires a *Letter of Intent to Bid* to ensure bidders receive any subsequent RFP guidance. Include applying entity's name, RFP contact name, address, phone number, and email address.

SECTION II: SWVAWDB BACKGROUND AND OVERVIEW

1. Lee County Board of Supervisors Overview

The Lee County Board of Supervisors serves as the fiscal agent and grant funding recipient for the Southwest Virginia Workforce Development Board, the planning and policy-making entity responsible for workforce development activities in Planning Districts 1 and 2 in Southwest Virginia (Lee, Wise, Scott, Russell, Dickenson, Buchanan, Tazewell Counties and the City of Norton).

2. Southwest Virginia Workforce Development Board Background and Overview

SWVAWDB is the planning and policy-making entity responsible for workforce development activities. SWVAWDB supplies the funding necessary to operate Workforce Innovation and Opportunity Act (WIOA) Title I Adult, Dislocated Worker, and Youth programs, while also providing leadership to increase economic development through a trained, credentialed and productive workforce in the region. Its oversight responsibility includes designation of local Workforce Center Operators; certification of the One-Stop Centers; designation of Business Services Teams and Title I Adult, Dislocated Worker, and Youth providers; selection and monitoring of workforce development service providers; leadership in integrated service delivery efforts; creation of policies; establishment of local performance standards; and fulfillment of the role of regional convener of issues around workforce development.

SWVAWDB Mission

We will build a business-driven, employee-centered workforce system to support economic diversity and development that will sustain the quality of life in the region.

SWVAWDB Vision

We envision meeting the needs of our businesses and workers by enhancing skills to create a qualified, career-ready workforce that reflects the Southwest Virginia values of honesty, dependability, and resilience.

SWVAWDB Values

We reflect Southwest Virginia's values of honesty, dependability, and resilience.

3. SWVAWDB STRATEGIC PLAN GOALS 2020-2024 as amended in 2023

SWVAWDB brings together business and community leaders to promote and expand workforce development activities and ensure the long-term economic vitality of the region. The Board's strategic plan defines goals that reflect the need to provide a quality workforce for the various occupations that support the regional economy with the objective of increasing personal incomes and self-sufficiency, maintaining the area's quality of life, and aligning with the State plan.

SWVAWDB Strategic Plan Goals 2020-2024

- Goal 1. Provide equitable services to individuals and cultivate a more employable talent pipeline with family-sustaining wages and career progression opportunities.
- Goal 2. Strengthen the participation of businesses in the workforce development system by adding value and services based on attentive "listening" to their needs, filling jobs in high-demand occupations and addressing issues arising

- from the Coronavirus pandemic.
- Goal 3. Develop a qualified and desirable workforce with the skills, competencies, And credentials that meets the current and anticipated business needs of Virginia.
 - Goal 4. Strengthen the foundation and footprint of the workforce development system to make available services more well known and stimulate career awareness.
 - Goal 5. Reduce workforce system barriers through targeted outreach and engagement.
 - Goal 6. Ensure that the investments in the Area's workforce system earn a valuable return for the stakeholders and customers of the Area as well as the Commonwealth.

SWVAWDB's 2020-2024 Regional Strategic Workforce Plan as amended defines its mission, vision, goals and strategies that reflect multiple pathways toward creating a quality workforce for the various skill levels and occupations that support the regional economy.

All proposers are encouraged to review the complete Local Plan for additional information and detail. It can be accessed at <http://www.vcwsouthwest.com>.

SECTION III: FUND SOURCE INFORMATION

1. WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) OVERVIEW

On July 22, 2014 President Obama signed into law the Workforce Innovation and Opportunity Act (WIOA). The WIOA supersedes the Workforce Investment Act (WIA) of 1998. WIOA is designed to improve and streamline access to federally-funded employment, education, training, and support service programs. The goal of WIOA legislation is to consolidate, coordinate, and improve employment, training, literacy, and vocational programs in the United States. The enactment of WIOA also ensures the One-Stop Delivery System is job-driven, responsive to the needs of businesses and equipped with the right staff and processes to prepare job seekers for jobs that are available now and in the future.

This RFP was created in response to the 2014 WIOA legislation described above. WIOA provides the framework for a national workforce preparation system that is flexible, responsive, customer-focused, and locally managed. Mandatory partners include WIOA Adult, Dislocated Worker and Youth Programs (Title I); Adult Basic Education (Title II); Wagner-Peyser (Title III); Vocational Rehabilitation (Title IV); and others specific in the Act. Bidders are strongly encouraged to read Training and Employment Guidance Letter 04-15 issued by the U.S. Department of Labor that outlines the vision for the One-Stop System under WIOA.

The spirit of WIOA legislation emphasizes collaboration and the belief that more can be accomplished by working together to serve participants. Of particular focus in the legislation are the following three key driving messages:

- Local business and job seeker needs drive workforce solutions and service delivery.

- Continuous improvement is critical to providing excellent One Stop Workforce Center customer service.
- The workforce system supports strong regional economies and plays an active role in community and workforce development.

The WIOA system is built around six key principles:

- Alignment of Services
- Universal Access
- Relevant and Responsive Programs
- Integrated Service Delivery
- Continuous Improvement
- Local Oversight

2. SWVAWDB ROLES AND RESPONSIBILITIES PER WIOA

To ensure a well-coordinated workforce system and in accord with federal law, SWVAWDB will take a lead role in the following efforts, while working with a variety of partners, including core legislative partners, local service providers and the One-Stop Operator:

- Workforce research and regional labor market analysis;
- Convening of regional workforce system stakeholders;
- Regional business engagement meetings, programs, and systems strategies;
- Development of career pathways now and for the future;
- Coordination or sharing of technology for the One-Stop System; and
- Coordination with post-secondary education providers for workforce development efforts and related programming.

SECTION IV: OPERATOR RESPONSIBILITIES

1. ESSENTIAL ROLES AND RESPONSIBILITIES

The cornerstone of the workforce development system is a one-stop service delivery system that serves the needs of dual customers: the businesses and the job seeker. This delivery system is the mechanism through which programs and services are integrated within each community. In order to assist in the implementation of the SWVAWDB's strategic plan, the One-Stop Operator will be responsible for the following general duties delineated in the Virginia Board of Workforce Development Policy 300-04 (2016):

1. Manage the overall operations of the one-stop career center(s), including, but not limited to performance accountability, coordination of one-stop system financial management (including coordination of negotiated infrastructure funding models), and programmatic activities as described in the partner Memorandum of Understanding (MOU).

2. Coordinate the service delivery of required one-stop partners and service providers, such as ensuring coverage during working hours, developing a one-stop career center customer intake flow, and implementing other important customer service processes, consistent with the WIOA Local Workforce Development Area Plan and existing MOU guiding and governing service delivery to meet the employment and training needs of the community.
3. Coordinate the provision of career services in the one-stop career center including the coordination with WIOA Title 3-funded employment services, including basic career services, as appropriate.
4. Conduct a financial and performance evaluation of operators on an annual basis.

The work of the One Stop Operator, in the implementation of the One Stop Center delivery system, will use the best practice Balanced Scorecard Approach for Customer Relations, Operations, Professional Development and Resource Management – exhibiting the following qualities and attitudes:

- Be an inspirational, visionary, goal-driven, highly professional leader;
- Be a skilled communicator;
- Be flexible and willing to change as the needs of the Workforce System change;
- Be willing to support creation of a fully functional integrated one-stop center, which will involve change and responsiveness to multiple leaders and needs of a variety of customers;
- Be committed to partnership; and
- Be willing to work on behalf of the SWVAWDB to achieve its vision for a functionally integrated workforce system that is well-prepared to meet the needs of the local businesses and job seekers.

One-Stop Operator

Under the direction of the Board's One Stop Committee and SWVAWDB staff, the One-Stop Operator will be responsible for the following specific items:

- Facilities, Equipment and Operations Management, including:
 - Must ensure that Memoranda of Understanding are developed with all required One Stop Program Partners, which complies with required state policy. MOUs must be very detailed and specific with respect to One Stop Program Partner services to be delivered at the One Stop Center and each partner's "fair share" contribution to the cost of operating the One Stop Center.
 - Must ensure that the MOU contains the cost allocation formula utilized to determine how the costs of operating the One Stop Center will be shared by all required partners.
 - Must include a detailed plan for utilizing affiliate and specialty centers, as part of the local area One Stop Service Delivery System.
 - Must provide a detailed referral process for all customers to access career

services of all required One Stop Program Partners both within the One Stop Center and to outside facilities.

- Must maintain flexible, accessible center hours, opening and closing, posting notices;
 - Must manage space configuration;
 - Must communicate with landlord regarding any facilities issues such as heating, cooling, restrooms, janitorial service, necessary repairs or other issues related to space and furniture;
 - Must oversee the centers' calendars to ensure all classes and activities are adequately staffed and offered appropriately;
 - Must ensure technology is functional and current;
 - Must ensure that all staff in the centers are properly trained, certified, and utilizing the required data management system for all data entry;
 - Must work with partners to guarantee adaptive technologies to support disabled clients are in good working order, available and staff are trained;
 - Must ensure that all Americans with Disabilities Act requirements are met and managed;
 - Must certify that all equipment is maintained, appropriately secured, and inventoried; and assist in coordinating any future affiliates and specialty sites.
- Resource Sharing Agreement (RSA):
 - The One Stop Manager, with the assistance of the SWVAWDB Executive Director, will create, maintain and update the RSA as necessary to ensure partners are contributing their share of the costs of the center; and
 - Ensure that all shared costs are transparent to all partners (see *Resource Sharing Agreements* on Page 12).
 - Staff Training: (Must occur quarterly at a minimum)
 - Create well-trained staff by developing and posting opportunities for staff training in areas of leadership, customer service, workforce development, lean processes, local economic development efforts, new employer initiatives, networking, public speaking and other skills to be determined;
 - Ensure that a minimum of 60% (preferably 100%) of One Stop Center staff members are certified as Workforce Development Professionals;
 - Facilitate cross training among the staff and partners;
 - Ensure all staff members have CPR/First Aid training and their cards remain up-to-date and that re-certification trainings occur as necessary.
 - Outreach:
 - Promote the services of the one-stop centers, including development of outreach materials and management of the Center's Facebook, Linked In and other digital media pages with the support and under the direction of SWVAWDB staff. Conform to branding efforts of the Commonwealth.

Additional Requirements for the One-Stop Operator:

- Knowing the missions and performance standards of all partners;
- Ensuring that SWVAWDB's non-program-related policies and procedures and other programs are effectively communicated and carried out at the Workforce Centers and any affiliate sites;
- Complying with all policies governing operations of a one-stop center;
- Ensuring non-program Equal Employment Opportunity (EEO) requirements are met, including coordinating staff training and assuring EEO posters and processes are in place.
- Acting as the Complaints Officer for the One Stop Centers, receiving and resolving complaints or escalating to SWVAWDB's Equal Opportunity Officer as needed.
- Establishing a methodology for measurement; and ensuring services, especially workshops, are of the highest quality and are meeting customer needs and the needs of Area One's labor market.
- Conducting regular surveys and screenings of center-wide customers and staff members for continuous improvement of all services and environments of the Workforce Centers and any affiliate sites.
- Reporting to the SWVAWDB, Executive Committee, One Stop Committee and Executive Director on operations, performance accountability and continuous improvement processes as requested.

2. RESOURCE SHARING AGREEMENTS

All partners, including SWVAWDB, pay allocated lease costs. In addition, the *Resource Sharing Agreements* (RSA) that pool and allocate indirect operating costs, including IT maintenance, are individually negotiated. The successful applicant will work with the SWVAWDB and all core WIOA partners referenced throughout this RFP to develop RSAs that include additional shared services, such as resource room staff, workshop development and staffing, front desk services and others, superseding current individual agreements. The intention is to combine financial and in-kind support to create fully functioning workforce centers that assist businesses in identifying talented employees and job seekers in training and placement.

SECTION V: SUBMISSION, EVALUATION AND SELECTION

1. RFP INQUIRIES, QUESTIONS, AND ANSWERS

The primary mode of communication between the County and potential proposers will occur on the County website, www.leecova.org, beginning May 8, 2023. Interested parties may download the Request for Proposal documents from the website. After the release of the RFP on April 30, 2023, all questions must be submitted via email to ddpoe@leecova.org no later than 4:30 p.m. on May 8, 2023. A question and answer sheet will be compiled and emailed to the designated contact of all entities that have provided the required *Letter of Intent to Bid* no later than 4:30 p.m. on May 15, 2023. Questions will not be answered over the phone or in person. Questions received after the deadline listed above will not be answered.

2. PROPOSAL REVIEW AND EVALUATION PROCESS

Proposals will be screened for compliance with the federal and state Workforce Innovation and Opportunity Act requirements and compliance with the specifications of this RFP through the following three-phase process:

Phase I: County staff will initially evaluate each proposal for acceptability, with emphasis placed on completeness and responsiveness to the functional criteria. The following minimum criteria will be used to determine which proposals will continue to Phase II:

- The proposer has addressed all required responsibilities and functions;
- The proposer has included all requested information and documentation in the application package, including Items 1-5 below in Proposed Evaluation Criteria; and
- The proposal is submitted in accordance with the RFP.

Phase II: Proposals that have met the minimum criteria, as stated above, will then be reviewed and ranked by a panel of independent reviewers. Each eligible application will be read by five (5) reviewers who will then discuss their evaluations and initial scores with each other and make recommendations to the RFP Award Committee. This process is completed for each application using the internet and telephone, a process that most often takes 5 days or less.

Proposals will be ranked based on evaluation criteria outlined in the next section. These rankings will be used as a guide for discussion and determination of recommendations. Note: The County retains the right to request additional information from bidders. If no response adequately addresses the services and outcomes requested, the Committee may recommend that no award be made.

The panel's top 3 recommendations are then presented to the RFP Award Committee comprised of CLEO members who have only fiduciary responsibility in screening for successful bidders.

Phase III: The recommendations of the RFP Award Committee will be presented to the Lee County Board of Supervisors for approval with ratification by the WDB and the CLEOs. The contract award will be considered provisional, pending receipt of any additional information and successful completion of contract negotiations.

3. PROPOSAL EVALUATION CRITERIA

The review panel and the RFP Award Committee will evaluate each submitted proposal based on the following criteria:

Phase I

1. Cover Sheet Form	Pass/Fail
2. Proposal Checklist	Pass/Fail
3. Proposal Summary	Pass/Fail
4. Baseline Requirements	Pass/Fail
5. Statement of Compliance Form	Pass/Fail

Phase II

6. Organizational Experience and Past Performance	20 points
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7. Relationships and Collaboration	10 points
8. Operator Plans and Programming	50 points
9. Operator Plan Budget and Budget Narrative	20 points
10. Bonus for Innovative Programming	20 points

The maximum number of points available (without the bonus) is 100 points. Sections 1-5 will be evaluated on a pass/fail basis. Points will be awarded for responses to Sections 6-10. These sections ask the bidder what they will do, how they will do it, how much it will cost, and how qualified they are to successfully carry out their proposal.

All sections are required to be completed. Failure to complete all of the sections to the satisfaction of the County will eliminate a proposer from the competition.

SCORED SECTIONS

Organizational Experience and Past Performance 20 points

This category will evaluate experience in providing services through grant-funded programs with Federal and State guidelines similar to those being proposed, including the ability to deliver programming as proposed as well as to attain, track and report outcomes. Evaluation of the performance and management capability of the proposing agency(s) will include:

- Compatibility between proposing agency's mission and SWVAWDB goals;
- Administrative experience and capacity; and
- Experience managing facilities, technology, staff training, marketing and negotiations for resource sharing among partners.

Relationships and Collaboration 10 points

This category will evaluate the proposing agency's current and proposed relationships with WIOA core partners and other community partners. Evaluation of this section will include:

- a. Evidence of credible and realistic partnerships;
- b. Existing relationship within the Appalachian Workforce Center and Affiliates and among Center staff and partners;
- c. Collaboration with SWVAWDB staff, and other mandated WIOA and community partners

Operator Plans 50 points

This category will evaluate the feasibility and adequacy of operator services and processes, including evaluation of:

- a. Leadership, creativity, flexibility, and innovation;
- b. Experience operating one-stop centers and/or affiliate sites;
- c. Creativity in resource sharing agreements (See *Resource Sharing Agreement* on Page 10);
- d. Expertise in procuring, securing and managing technology;
- e. Plans for implementing staff committees;
- f. Development of staff professional development; and
- g. Strategies for creative and effective outreach for the Center.

Operator Plan Budget 20 points

This category will evaluate the cost of the proposed plan. Budget will be reviewed for accuracy and completeness. Additionally, all proposals will be reviewed for costs that are reasonable,

plausible, fully justified, and competitive as measured by the review of the line-item budget, the operator feasibility and plans, and comparison to all other proposals. *Note: The budget that is proposed will not necessarily be the amount funded.*

SECTION VI: SUBMISSION RESPONSE INSTRUCTIONS

1. SUBMISSION REQUIREMENTS

All proposals must be received by the County by 3:00 p.m. Eastern Daylight Savings Time on May 31, 2023. Proposals not received by the due date and time will be automatically disqualified from competition. Please mail or hand deliver all application materials to Lee County Board of Supervisors, P. O. Box 367, or 33640 Main St., Room 111, Lee County Courthouse, Jonesville, VA 24263.

Submissions must include all of the following:

- Include all of the required forms, narrative answers and attachments that pertain to your proposal. Failure to do so will disqualify your proposal from competition.
- Proposals are limited to a total of 9 narrative pages and 7 forms. Your entire package may not exceed 16 pages, not including the staffing chart attachment.
- Responses must follow the outline and use of the forms provided in the Proposal Response Package (Section VII). Attachments and additional forms are discouraged.
- Please use 12-point Times New Roman type, 1-inch margins and 1.5 line spacing.
- Letters of recommendation or support will not be accepted or considered.
- All proposals are to be submitted in accordance with the terms, conditions and procedures stated in the RFP.
- Any submitted proposal shall remain a valid proposal for one year after the closing date of the RFP.

Withdrawals

A submitted application may be withdrawn prior to the application due date. A written request to withdraw the application must be submitted to the County Administrator at ddpoe@leecova.org. If a proposer does not withdraw a proposal by the due date, the proposal becomes the property of the County and may be subject to public disclosure according to the Freedom of Information Act.

2. GENERAL PREPARATION INSTRUCTIONS

The RFP response is divided into nine components as follows:

Section	Format
1. Cover Sheet Form	Form
2. Proposal Checklist	Form
3. Proposal Summary (<i>Maximum 1 page</i>)	Narrative
4. Baseline Requirements	Form
5. Statement of Compliance Form	Form
6. Organizational Experience and Past Performance (<i>Maximum 1 page</i>)	Narrative
7. Relationships and Collaboration (<i>Maximum 1 pages</i>)	Narrative

8. Operator Plan <i>(Maximum 5 pages)</i>	Narrative
9. Operator Plan Budget and Budget Narrative <ul style="list-style-type: none"> a. Budget Summary Form <i>(Maximum 1 page)</i> b. Budget Detail Form(s) <i>(Maximum 2 pages)</i> c. Budget Narrative <i>(Maximum 1 page)</i> 	Form Form(s) Narrative

The narrative section of the proposal (components 3 and 6-9) should not exceed nine (9) pages. The number of forms submitted should not exceed seven (7) pages. One additional page is allowed for the staffing chart and is not counted in the total package.

Accordingly, the total package submitted may not exceed 16 pages, excluding the staffing chart. Please note that scanned items B, C, and D on the Proposal Checklist are not counted in the total package.

ORGANIZATIONAL EXPERIENCE AND PAST PERFORMANCE (Maximum 1 page)

1. Describe your agency's vision, mission, staffing and service expertise, services provided, current customer base, funding sources, and funding stability. Describe how this proposal relates to your organization's goals and to SWVAWDB's strategic plan goals.
2. Describe your organization's and staff's experience related to One-Stop Operations and your organization's capacity to carry out your proposed Operator services.

RELATIONSHIPS AND COLLABORATION (Maximum 1 page)

1. Describe and document your partnerships with SWVAWDB, community colleges, and other WIOA-mandated partners (Adult Basic Education, Wagner-Peyser, Department of Aging and Rehabilitative Services, and Temporary Assistance to Needy Families (TANF)). Be sure to include a clear statement of relationship between your organization and each partner, how your past relationship will support your new role as Operator, and how you will foster shared values, outcomes and resources for the betterment of the workforce development system.
2. Describe (if applicable) your existing relationship within the Appalachian One Stop Center, Affiliates, Specialty Sites, and staff. Please be detailed with challenges you encountered and your strategies to overcome them.

OPERATOR PLANS (Maximum 5 pages)

- A. Describe your plan for operating Appalachian One Stop Center (America's Job Centers), affiliate sites, and specialty sites including execution of MOUs and Resource Sharing Agreements.
- B. Describe your plan for managing the facilities, including negotiating with landlords, managing repairs and maintenance, and working with staff and partners to design,

organize and manage space configurations. Describe (if applicable) your current experience to date with managing One Stop facilities.

- C.** Describe your plan to offer, staff, and manage core workforce development classes, workshops and services.
- D.** Describe your plan to manage and support appropriate technology, including adaptive technology, for one-stop centers as well as manage, support and ensure that all equipment is secure and maintained in good working condition.
- E.** Describe your plan and strategy to ensure that all staff in the Center(s) are properly trained and utilize the required data management system for all data entry.
- F.** Describe your plan for developing, managing and ensuring a fair and equitable Resource Sharing Agreement that looks beyond simple space and supply sharing to distribute the cost of supporting the Workforce Development System across the mandated WIOA partners) and other partners such as Job Corps, Goodwill and youth service providers.
- G.** Describe your plan to create a well-trained staff by developing and posting opportunities for training in areas of leadership, customer service, workforce development best practices and skills, lean processes, networking, social media, public speaking and others. Be clear about how such trainings will be funded, their frequency and the purpose for which they are offered.
- H.** Describe your organization's plan for the development of staff committees that address needs within the Center and workforce system. Provide detail about the specific committees that will be established and their purpose and desired outcomes.
- I.** Describe your plan for promoting the services of the One-Stop Center and affiliates, including the development and distribution of outreach materials to reach both businesses and job seekers. Explain the process by which the materials will be developed, standards imposed and how it will be coordinated with SWVAWDB.
- J.** Describe how you will effectively ensure continued engagement with existing users, and how you plan to expand services to employers and jobseekers new to the system and to those who have not used the One Stop services in recent years. Please be detailed about how you will target and serve specific WIOA populations with barriers (including but not limited to the long-term unemployed, veterans, TANF recipients, reentry individuals, youth, minorities, individuals with disabilities, etc.).
- K.** Describe how you will manage your assessment and referral process to ensure individuals do not "fall through the cracks". Not all job seekers will be determined eligible or appropriate for WIOA services, but the program should still address their workforce needs. Provide detail on how you will determine appropriateness and

include where and how services will be delivered to meet the needs of the targeted populations.

- L. Describe varying orientation techniques for the One-Stop Center and the system as a whole. How will you ensure that people who come to the One-Stop Center will know about all of the services and programs available? Discuss how this will be coordinated with other partners in the One-Stop Center.

SECTION VII: PROPOSAL RESPONSE PACKAGE

1. PROPOSAL COVER SHEET FORM

Agency Name:

Mailing Address:

Contact Person:

Phone:

Fax:

E-mail:

Applying for: ☐ WIOA One Stop Operator**BUDGET SUMMARY:**

Operator Total Request: \$_____

2. PROPOSAL CHECKLIST

It is the bidder's responsibility to make sure that all required elements and forms are included in the proposal. Proposals that do not include the required elements and forms will be automatically disqualified. No exceptions will be granted. If you have questions about the requirements or feel that special circumstances apply to your proposal, please submit a question in writing to the County Administrator at ddpoe@leecova.org.

Before submitting your proposal, please check the following:

- ☐ One hard copy of Proposal Response Package mailed to Lee County Board of Supervisors, P. O. Box 367, Jonesville, VA 24263.
- ☐ One electronic copy of Proposal Response Package emailed to ddpoe@leecova.org.

A. Proposal Response Package Requirements

- | | |
|--------------------------|--|
| <input type="checkbox"/> | 1. Proposal Cover Sheet Form |
| <input type="checkbox"/> | 2. Proposal Checklist |
| <input type="checkbox"/> | 3. Proposal Summary |
| <input type="checkbox"/> | 4. Baseline Requirements |
| <input type="checkbox"/> | 5. Statement of Compliance Form |
| <input type="checkbox"/> | 6. Organizational Experience and Past Performance |
| <input type="checkbox"/> | 7. Relationships and Collaboration |
| <input type="checkbox"/> | 8. Operator Plans |
| <input type="checkbox"/> | 9. Operator Plan Budget and Budget Narrative (attach staffing chart) |

B. Scanned copy of your approved indirect rate from your agency, if applicable.

☐

C. One scanned copy of your most recent audit.

☐

D. One copy of your business license (if applicable).

☐

3. PROPOSAL SUMMARY

Please provide an executive summary of your proposal. (*Maximum 1 page*)

4. BASELINE REQUIREMENTS

The successful bidder to this RFP must demonstrate a commitment to several program elements deemed by SWVAWDB to be required components of the One Stop system's program design.

Please indicate your commitment to implementing these elements into your Operator Plans design:

- | | | |
|---------------------------------|--------------------------------|--|
| Yes
<input type="checkbox"/> | No
<input type="checkbox"/> | Promote continuous quality improvement within an integrated service delivery model, understanding that your organization will take on the One Stop Center(s)' identity and will not be viewed as a separate entity. |
| Yes
<input type="checkbox"/> | No
<input type="checkbox"/> | Collaborate with all mandated WIOA partners, including but not limited to, Adult Basic Education (Title II), Wagner-Peyser (Title III), Department for Aging and Rehabilitative Services and Department for Services for the Blind and Visually Impaired (Title IV) and Temporary Aid to Needy Families/Department of Social Services. |
| Yes
<input type="checkbox"/> | No
<input type="checkbox"/> | Collaborate with SWVAWDB and local community partners in the operation and support of Affiliate Sites activities, including but not limited to, the shared burden of staffing, maintaining relationships and resourcing all sites with necessary equipment and supplies. |

5. ORGANIZATIONAL EXPERIENCE AND PAST PERFORMANCE

6. RELATIONSHIP AND COLLABORATION

7. OPERATOR PLANS

8. **OPERATOR PLAN BUDGET** *(Maximum 4 pages total)*

In Section 1, please summarize your total budget for all areas you are proposing in Section 1. Please complete a separate budget detail form for each area you are proposing to serve in Section 2.

Section 1: Budget Summary *(Maximum 1 page)*

- Summarize total Operator funds requested from Section 2 below.
- Summarize total leveraged, non-Operator funds from Section 2 below. State both the sources and the specific fund purposes in the budget narrative.
- Please include a staffing chart listing the name, reporting structure, FTE and associated role in the One-Stop Center for all Staff. PLEASE NOTE THAT THE ONE STOP MANAGER WILL BE CONTINUING STAFF IN THE ONE-STOP CENTER. This chart should not exceed one (1) page and should be submitted as an attachment; it is not included in the page limit for the RFP.

Budget Summary

	Total
Operator	
Non-Operator (other leveraged funds)	
<i>Total</i>	

Section 2: Budget Detail (Maximum 2 pages)

Staff Salaries and Wages	
Employee Benefits	
Payroll Taxes	
Total Personnel	\$0.00
Operating Expenses	
Projected RSA (including rent, supplies, copies, IT)	
Printing	
Travel	
Total Operating	\$0.00
Other	
Other – Describe:	
Total Other	\$0.00
TOTAL	\$0.00

Section 3: Budget Narrative (Maximum 1 page)

Please use this section to describe your budget assumptions, leveraged funds, unique expenditures, or other budget information.

9. STATEMENT OF COMPLIANCE FORM

As the authorized signatory official for:

Submitting Organization

I hereby certify:

- That the above-named proposer is legally authorized to submit this application requesting funding under the Workforce Innovation and Opportunity Act;
- That the above-named proposer does hereby agree to execute all work related to this application in accordance with the Workforce Innovation and Opportunity Act, U.S. Department of Labor, VCCS Policies and Procedures, and other administrative requirements issued by the Governor of the Commonwealth of Virginia. The proposer shall notify the County of Lee within 30 calendar days after issuance of any amended directives if it cannot so comply with the amendments;
- That the above-named proposer will ensure special efforts to prevent fraud and other program abuses, such as but not limited to, deceitful practices, intentional misconduct, willful misrepresentation and improper conduct which may or may not be fraudulent in nature; and
- That the contents of the application are truthful and accurate; that the above-named proposer agrees to comply with the policies stated in this application; that this application represents a firm request subject only to mutually agreeable negotiations; that the above-named proposer is in agreement that the County of Lee reserves the right to accept or reject any proposal for funding; that the above-named proposer has not been debarred or suspended from receiving federal grants, contracts, or assistance; and that the above-named proposer waives any right to claims against the members and staff of the Lee County Board of Supervisors and Southwest Virginia Workforce Development Board.

Authorized Representative Signature

Typed Name and Title

Date

SECTION VIII: COUNTY OF LEE PROVISIONS AND DISCLAIMERS

1. All solicitations are contingent upon availability of funds.
2. This RFP is for four (4) years.
3. The County reserves the right to accept or reject any or all proposals received; and to waive informalities and minor irregularities in offers received.
4. This RFP does not obligate the County to award a contract.
5. This RFP is for WIOA Operator services and other related programs and funding streams which may become available to the County during this funding period.
6. The County may accept any item or group of items of any offer, unless the bidder qualified its offer by specific limitations.
7. Proposals should follow the format set forth in the RFP Response Package section of the RFP and adhere to the minimum requirements specified therein.
8. The County reserves the right to request additional data or oral discussion or documentation in support of written offers.
9. No costs will be paid to cover the expense of preparing a proposal or procuring a contract for services or supplies under WIOA.
10. All data, material, and documentation originated and prepared by the bidder pursuant to the contract shall belong exclusively to the County of Lee and be subject to disclosure under the Freedom of Information Act.
11. Formal notification to award a contract and the actual execution of a contract are subject to the following: receipt of WIOA funds anticipated, results of negotiations between the selected bidder and the County, and continued availability of WIOA funds.
12. Any changes to the WIOA program, performance measures, funding level, or Board direction may result in a change in contracting. In such instances, the County will not be held liable for what is in the bidder's proposal or this Request for Proposals package.
13. Proposals submitted for funding consideration must be consistent with, and, if funded, operated according to, the federal WIOA legislation, all applicable federal regulations, Commonwealth of Virginia policies, and SWVAWDB policies and procedures.
14. The provider selected for funding must also ensure compliance with the following, as applicable: U.S. DOL regulations 20 CFR Part 652; 29 CFR Parts 96, 93, 37.2, and 98; 48 CFR Part 31; Office of Management and Budget (OMB) 2 CFR Chapter I, Chapter II, Part 200; and A-133 or 46 CFR part 31, whichever is applicable.
15. The provider will be expected to adhere to SWVAWDB procedures to collect, verify, and submit required data and monthly invoices to SWVAWDB in a timely manner.
16. Additional funds received by the County may be contracted by expanding existing programs or by consideration of proposals not initially funded under this RFP, if such proposals were rated in the competitive range. These decisions shall be at the discretion of the County of Lee.
17. The County may decide not to fund part or all of a proposal even though it is found to be in the competitive range, if, in the opinion of the County, the services proposed are not needed, or the costs are higher than the County finds reasonable in relation to the overall funds available, or if past management concerns lead the County to believe that the bidder has undertaken more services than it can successfully provide.
18. The County has a right to fund a lower-ranked proposal over a higher-ranked proposal because of valid policy considerations, including but not limited to, organizational experience, geographical considerations, leveraging of outside resources, and target populations.
19. Any proposal approved for funding is contingent on the results of a pre-award review that may be conducted by County staff or consultants. This site visit will establish, to the County's satisfaction, whether the bidder is capable of conducting and carrying out the provisions of the proposed contract. If the results of the site visit indicate, in the opinion of the County, that the bidder may not be able to fulfill contract expectations, the County reserves the right to decline to enter into contract with the organization, regardless of its approval of the bidder's proposal.

21. The County is required to abide by all WIOA legislation and regulations; therefore, it reserves the right to modify or alter the requirements and standards set forth in this RFP based on program requirements mandated by state or federal agencies.
22. All bidders must ensure equal opportunity to all individuals. No individual shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any WIOA-funded program or activity because of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.
23. All bidders must ensure access to individuals with disabilities pursuant to the Americans with Disabilities Act.
24. Bidders must accept liability for all aspects of any WIOA program conducted under contract with the County. Bidders will be liable for any disallowed costs or illegal expenditures of funds or program operations conducted.
25. Reductions in the funding level of any contract resulting from this solicitation process may be considered during the contract period when a bidder fails to meet expenditure, participant, and/or outcome goals specified in the contract or when anticipated funding is not forthcoming from the federal or state governments.
26. Bidders will allow local, state, and federal representatives access to all WIOA records, program materials, staff, and participants. In addition, bidders are required to maintain all current WIOA records for three years, beginning on the last day of the program year (2 CFR Part 200.333).
27. The contract award will not be final until the County and the proposer have executed a mutually satisfactory contractual agreement. The County reserves the right to make an award without further discussion of the proposal submitted. No program activity may begin prior to final approval of the award and execution of a contractual agreement between the successful proposer and the County.
28. County reserves the right to cancel an award immediately if new state or federal regulations or policy makes it necessary to change the program purpose or content substantially, or to prohibit such a program.
29. County reserves the right to determine both the number and the funding levels of contracts finally awarded. Such determination will depend upon overall fund availability and other factors arising during the proposal review process. Submitted bids in excess of the maximum amount of funds specified for this RFP will be rejected.
30. The proposal warrants that the costs quoted for services in response to the RFP are not in excess of those that would be charged any other individual for the same services performed by the bidder.
31. All contractors shall obtain annually an organization-wide audit. If the organization receives more than \$750,000 annually in federal funding, the audit must comply with standards set forth in OMB 2 CFR200, Subpart F. Include properly allocated audit costs in the proposed budget detail.
32. Each party shall be responsible for the negligence of its own employees or agents in the performance of this contract. All contracts warrant that the contractor will maintain coverage sufficient to cover contracting activities. At the request of County, the contractor will provide certification of third-party insurance or self-insurance and bonding. Insurance and bonding coverage will be effective for the term of the contract.
33. Applicants are advised that most documents in the possession of the County are considered public records and subject to disclosure under the Commonwealth of Virginia's Public Records Law.

GENERAL TERMS AND CONDITIONS

1. Definitions

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

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

2. Change

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

- a. 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 agreement to modify the scope of the contract.
- b. The County 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 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 County a credit for any savings. Said compensation shall be determined by one of the following methods:
 - 1. By mutual agreement between the parties in writing; or
 - 2. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. The contractor shall present the County with all vouchers and records of expenses incurred and savings realized. The County 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 County within thirty (30) days from the date of receipt of the written order from the County. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedure for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provisions of this contract shall excuse the contractor from promptly complying with the changes ordered by the County or with the performance of the contract generally.

3. Stop Work/Suspension of Performance

The County may issue a stop performance notice at any time. The Contractor, upon receipt of such written notice, will immediately stop performance on the date specified in the notice and incur no further costs and will not undertake any further performance until directed to do

so in writing by the County. Any costs incurred or performances done by the Contractor after receipt of a stop performance notice is at the sole risk of the Contractor. Under no circumstances will a stop performance notice be used to terminate a contract. In any case, where it is determined that performance will not be permitted to be resumed, a formal termination notice will be issued.

4. Termination of Convenience

- a. The County 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 more than 12 months, either party, without penalty, may terminate the resulting contract 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.
- b. After receipt of the Notice of Termination, the Contractor will cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment, and miscellaneous items. In addition, the Contractor will exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering personal services that extend beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such canceled commitments, the Contractor agrees to each of the following:
 1. Settle all outstanding liabilities and all claims arising out of such cancellation of commitments.
 2. Assign to the Issuing Entity in the manner, at the time, and to the extent directed by the County all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated. At its direction, the Issuing Entity will have the right to settle or pay any or all claims arising out of the termination of such order and subcontracts.

5. Termination of Default

If the Contractor fails to perform under this contract or fails to make satisfactory progress so as to endanger performance, the County will advise the Contractor in writing and the Contractor has ten (10) days from receipt of such notice to correct the condition. If the deficiency is not satisfactorily remedied, the Contractor may be determined to be in default and the contract may be terminated by the County through written notice.

In the event of such termination, the Contractor will be paid to the date of termination of such work as has been properly performed hereunder in accordance with the payment provisions. Should it finally be determined that the Contractor has, in fact, performed properly, and then the termination will be treated as a termination for convenience.

6. Disputes

- a. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by agreement, will be decided by the County, who will reduce the decision to writing and mail or otherwise furnish a copy of it to the Contractor. The decision of the County will be final and conclusive unless, within thirty (30) calendar days from date of receipt of such decision, the Contractor mails or otherwise furnishes to the County a written appeal addressed to the Issuing Entity. The decision of the Issuing Entity, or its duly authorized representative for the determination of

such appeals, will be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of the contract and in accordance with the County's decision.

- b. The "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph "a" above; PROVIDED that nothing in this contract will be construed as making final the decision of any administrative official, representative, or board on a question of law.

7. Contract Modifications

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

- a. The County, when necessary, will modify the contract:
 - 1. By use of the "Changes" clause, or
 - 2. For administrative reasons (such actions have no effect on performance required or terms of the contract).
- b. The Contractor may recommend revisions to the County. When the Contractor desires to recommend revisions to the County, the recommendation will be submitted in writing with complete budget adjustment. The Contractor will submit the applicable revised budget page(s) with the recommendation. No modification to the contract may be implemented until finalized, unless specific written permission is granted by the County.

8. Financial Limitation

The Issuing Entity will have no liability for any costs incurred above the ceiling limit shown in designated in this RFP for this contract. Any costs incurred by the Contractor above that limit during the performance period, will be at the sole risk of the Contractor. This in no way restricts the right to increase the ceiling by mutual consent of both parties, provided such an increase was accomplished prior to any incurred cost exceeding the existing ceiling.

9. Eligibility Certification

The Contractor agrees that all participants in this contract must be certified eligible. Eligibility will be performed and documented by the Contractor with periodic review by SWVAWDB staff. Any repayment of funds resulting from WIOA services provided to an ineligible participant will be the responsibility/liability of the Contractor.

10. Nondiscrimination

- a. This contract is subject to the rules and regulations contained in Title VI and Title VII of the Civil rights Act of 1964 (42 U.S.C. 2000 et seq.), as amended by the Equal Opportunity Act of 1972 (42 U.S.C. 2000e), the Age Discrimination in Employment Act (29 U.S.C. 620 et seq.), the Age Discrimination Act (42 U.S.C. 6101 et seq.), the Rehabilitation Act (29 U.S.C. 794 et seq.), and the Education Amendments of 1972, Title IX-Sex. In undertaking to carry out its obligation under said Acts and Regulation(s), the Contractor specifically agrees that all work/training for which it receives federal financial assistance through this contract will be carried out in such a manner that no person

involved in the work/training will be discriminated against in ways set forth in the Acts and Regulation(s) referred to above because of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. Contractor will make available to all participants under this contract information regarding his/her obligations under this section in such form and at such times as the County may specify.

- b. Participants under this program will be subject to the same rules and regulations, and will receive no less than those benefits/services of other employees similarly employed or trainees of the Contractor.
- c. Contractor will also comply with the requirements of the Virginia Fair Employment Act.

11. Grievances or Complaints

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

12. Availability of Funds

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

13. Accountability for Funds

The Contractor agrees to receive, administer, disburse, and account for the said funds and such property as may be acquired therewith or otherwise be placed under its control in accordance with all applicable local, state, and federal requirements. By receipt of said funds, the Service Provider will be accountable for improper expenditure of said funds. Any required repayment will not be by or from federal funds.

14. Cost Liability

Neither the Governor, the Commonwealth of Virginia, nor the County assumes liability by virtue of this contract for any costs incurred above the amount provided pursuant to this contract for costs incurred by the Contractor that are determined to be unallowable. Any such costs will be at the sole risk of the Contractor. The foregoing provisions of this paragraph are not intended to preclude and will not be deemed to preclude the Contractor from asserting any defense that may be asserted hereafter.

The Contractor is responsible to ensure that all known outstanding financial obligations under this contract, except for wages and salaries incurred, have been paid within 60 days after the contract ending date. Upon expiration of this 60-day period, the Issuing Entity no longer has any liability for such costs, and they become the sole financial responsibility of the Contractor. Furthermore, any contract funds in the possession of the Contractor for these obligations revert to the control of the Issuing Entity and must be returned immediately, unless specifically directed otherwise in writing by the County. In the event unusual circumstances indicate the Contractor may have difficulty satisfying such obligations within the specified time allotted, he must notify the County in writing within 30 days after the contract ending date. Such notification will in no way be construed as relieving the Contractor of stated responsibility and liability nor as any acceptance of liability on the part of the Issuing Entity after expiration of said 60-day period.

15. Allowable Costs

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

16. Payments

Payments for contract services shall be cost reimbursement only.

No payment shall be due the Contractor for work performed prior to the effective date nor beyond the termination date of the contract. Advance payment status shall be requested subject to approval by the County.

17. Withholding of Payment

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

18. Property Accountability

- a. All consumable property acquired through cost reimbursement contracts, unless specifically exempted, shall revert to the Issuing Entity upon the termination of this contract. The Issuing Entity may, however, assign such property to the Contractor for use under another or a subsequent contract. Subsequent to closeout of this contract, the Issuing Entity is responsible for the relocation/disposal of all remaining property purchased under this contract.
- b. The Contractor assumes responsibility for inventory control, maintenance, and physical security of non-consumable County or SWVAWDB property.
- c. For those Contractors on cost reimbursement, all requirements for purchase or rental of non-consumable property for direct WIOA activities must be approved by the County (or duly-authorized representative) prior to purchasing or any commitment to purchase or be acquired. (Approval of budget figures for purchasing and/or renting non-consumable property does not constitute approval for purchase or rental.)
- d. Intangible Property:
 - 1. Inventions and Patents -- The Contractor will report promptly and fully to the County any program which produces patentable items, patent rights, processes or inventions in the course of work under the WIOA contract. Unless the Contractor and the County previously agreed on the disposition, the County will determine whether protection of the invention or discovery will be sought. The County will also determine how the invention or discovery rights, including rights under any patent issued thereon, will be allocated and administered.
 - 2. Copyrights -- Unless otherwise provided in the terms and conditions of the contract, the Contractor may copyright material or permit others to do so for copyrightable material developed under a contract. If any material developed under a WIOA contract is copyrighted, the Department of Labor will have a royalty-free,

nonexclusive, and irrevocable right to reproduce, publish, and otherwise use, and authorize others to use, the work for federal purposes.

19. Loss or Theft of Federal Property

All equipment or other non-consumable property purchased through cost reimbursement contracts is County property. In any instance of loss or theft of such property, the Contractor will take the following minimum actions:

- a. Report the loss or theft to local police and request a copy of the police report; and
- b. Report the loss or theft in writing to the County with a copy to the Contractor's file. Include in the report at least the following:
 1. A description of the missing article of property including the cost, serial number, WIOA tag numbers, and other such pertinent information;
 2. A description of the circumstances surrounding the loss or theft; and
 3. A copy of the police report or, should the police not make such information available, a description of the report made to the police, including the date and name of the police officer who declined to make the police report available.

20. Reporting Requirements in General

Each Contractor will submit periodic reports as requested. Other requested information will be submitted no later than the date specified at the time of the request.

21. Retention of Records

- a. Records will be retained in accordance with established requirements. Contractor will notify the County prior to destroying any records pertinent to the contract. Participant records must be retained for a minimum of three (3) years after completion of last clean audit while financial records must be retained for a minimum of five (5) years. Both participant and financial records should be maintained in a secured locked file cabinet or other secured arrangement.
- b. Records will be retained if audit findings have not been resolved until such time as the requirements in (a) above have been met.

22. Confidentiality of Records

The Contractor will not divulge any information regarding applicants, participants, or their families without the express written permission of the applicant or participant. Based on written agreements that ensure the privacy of program data, the contractor will provide information necessary for the purposes related to the performance or evaluation of the contract. Participant information/data may be divulged to parties having responsibilities under the contract for monitoring or evaluating the services and performances of the contract, to the County (or duly-authorized representative) or to governmental authorities to the extent necessary for proper administration of the law.

The contractor will make available to members of the public, who request them, the names of all individuals employed in staff positions. If the participant provides express documented

permission to the contractor, the contractor may make available to the public information regarding the participant to the extent the permission allows.

23. Legal Actions

The Contractor agrees to give the Issuing Entity immediate notice in writing of any action or suits filed and prompt notice of any claims made against the Contractor, Subcontractor(s), or any of the parties involved in the implementation and administration of the WIOA program.

24. Right of Access

The VCCS, the U.S. Secretary of Labor, the Comptroller General of the United States, the County, or any of their representatives will have access to work and training sites and to any books, documents, papers, and records (including computer records) of the Subcontractor(s) which are directly pertinent to this contract, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to the personnel for the purpose of interviews and discussions related to such documents. The right of access is not limited to the required retention period (five years), but will last as long as the records are retained.

25. Inspections

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

26. Liability Clause

The Issuing Entity has no liability with respect to bodily injury, illness, or any other damages or loss to person or property, or claims in respect to any such injury, illness, damages, or losses whether concerning persons or property in the Contractor's organization or third parties. The Contractor will obtain a public liability insurance policy in accordance with Virginia State law. Premiums chargeable for the insurance will be paid by the Contractor.

27. Assurances

The Contractor assures that he/she:

- a. Will fully comply with the Workforce Innovation and Opportunity Act, all federal regulations issued pursuant to the Grant, and all state and Issuing Entity policies and requirements.
- b. Will establish and use internal program management procedures sufficient to prevent fraud and program abuse.
- c. Will maintain auditable and otherwise adequate records, which support the expenditure of all funds under its contract.

- d. Will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.) as it requires removing all architectural barriers to the handicapped.
- e. Will comply with the child labor requirements of the Fair Labor Standards Act or the Child Labor Laws of Virginia, whichever is more restrictive.
- f. Will comply with the provisions of the Hatch Act, which limits the political activity of certain state and local government employees.
- g. Will, for contracts in excess of \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.C. 1857-8(c)(1)] or the Federal Water Pollution Control Act [33 U.S.C. 1319(c)] and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, assure that:
 - 1. No facility to be utilized in the performance of the contract has been listed on the EPA List of Violating Facilities.
 - 2. It will notify the County of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
 - 3. It will include substantially this assurance, including this third part, in every non-exempt subcontract.
- h. Will comply with the Executive Order 11246 (Equal Employment Opportunities), the Copeland Anti-Kick-Back Act, and the Davis-Bacon Act, whenever the Act's provisions apply to the contract.
- i. Will comply with all applicable provisions of the Americans with Disabilities Act.

28. Title to Property Acquired or Materials Developed

Title to all property furnished by the County or SWVAWDB, respectively, will remain with the furnishing entity unless or until such title is specifically relinquished in writing by the County or SWVAWDB, respectively. Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost or materials developed will pass to and vest in the County upon delivery of such property by the vendor or materials by the Contractor. Property and materials developed, the cost of which is reimbursable to the Contractor under this contract, will pass to and vest in the Consortium upon:

- a. Commencement of processing or use of such property and/or materials developed in the performance of the contract, or
- b. Reimbursement of the cost thereof by the County in whole or in part, whichever first occurs.

Title to Property will not be affected by the incorporation or attachment thereof to any property and/or materials not owned by the County or any part thereof, which becomes a fixture or loses its identity or personality by reason of affixation to any realty.

29. Ownership of Materials

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

30. Order of Precedence

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

- a. The Workforce Innovation and Opportunity Act,
- b. State Procurement Regulations,
- c. The regulations as approved by the Secretary of Labor,
- d. And these General Terms and Conditions.

31. Federal Rules and Regulations

This contract is under State Procurement Regulations and the Contractor agrees to abide by these and all present or future rules and regulations imposed upon the WIOA.

32. Contingency Clause

The Contractor agrees to comply with all present or future federal and/or state rules and regulations imposed upon the Issuing Entity. The Contractor further agrees that, as a result of any changes in the Workforce Innovation and Opportunity Act Grant, passage of replacement legislation, or other legislation causing a change to current legislation which affects this contract programmatically and/or monetarily, compliance on the Contractor's part is assured. The Contractor agrees to a mutual consent modification being issued to implement changes, if such changes are considered within the scope of original intent of this contract. If such changes are not within said scope, termination of this contract by act of law will be considered to have occurred, and settlement will be under General Terms and Conditions "Termination for Convenience." Furthermore, since all funding for this contract is contingent on the availability of federal funds by authorization and appropriation for activities contained in the contract, the Issuing Entity reserves the right to unilaterally amend or terminate the contract should the necessary funding authorizations and appropriations not be made or be changed after initially being enacted.

33. Internal Organization

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

34. Subletting and Assignment

The Contractor will not assign this contract or any part therein, unless otherwise provided or without the written consent of the Executive Director, but in no case will such consent relieve the Contractor from the obligation under or change the terms of the contract. The Contractor

will not transfer or assign any contract funds or claims due or to become due without the written approval of the County having been obtained. The transfer or assignment of any contract funds, either in whole or in part, or any interest therein, which will be due or become due to the Contractor, will cause the annulment of said transfer or assignment so far as the County is concerned.

35. Standard of Conduct

The Contractor hereby agrees that in administering this contract, it will comply with the standards of conduct, hereinafter specified, for maintaining the integrity of the project and avoiding any conflict of interest in their administration.

a. General Assurance

Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This contract will be administered in an impartial manner, free from personal, financial, or political gain. The Contractor, its executive staff and employees, in administering this sub-grant, will avoid situations, which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

b. Conducting Business Involving Relatives

No relatives by blood, adoption, or marriage for any executive or employee of the Contractor will receive favorable treatment for enrollment into services provided by, or employment with, the Contractor. The Contractor will also avoid entering into any agreements for services with a relative by blood, adoption, or marriage. When it is in the public interest for the Contractor to conduct business (only for the purpose of services to be provided) with a relative, the Contractor will obtain approval from the Executive Director before entering into an agreement. All correspondence will be kept on file and available for monitoring and audit reviews.

c. Conducting Business Involving Close Personal Friends and Associates

Executives and employees of the Contractor will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the sub-grant, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, a permanent record of the transaction will be retained.

d. Avoidance of Conflict of Economic Interest

An executive, officer, agent, representative, or employee of the Contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the Contractor. Supplies, materials, equipment, or services purchased with sub-grant funds will be used solely for purposes allowed under the grant.

36. Bonding

A blanket fidelity bond must be secured for all officers, directors, agents, and employees of the Contractor/Subcontractor(s) with authority over and accessibility to WIOA funds.

Coverage will be in the sum of \$100,000. Once contracts are awarded, the face value of the bond must be at least the total of all contracts awarded or \$100,000, whichever is greater.

37. Coverage

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

38. Performance

The County may monitor and evaluate the Contractor's performance under the contract through analysis of required reports, expenditure statements, site visits, interviews with or surveys of relevant agencies/organizations and individuals having knowledge of the Contractor's services or operations, audit reports and other mechanisms deemed appropriate by the County.

39. Audit

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

The SWVAWDB will provide the VCCS with written documentation of the disposition of all questioned costs and administrative findings in the audit. The disposition must detail actions taken and include appropriate supporting documentation. A determination of allowability of questioned costs will not be deemed final until accepted by the USDOL Grant Officer.

40. Modification

No waiver or modification of the terms of the contract, including, without limitation, this provision, will be valid unless in writing and duly executed by the parties to be bound thereby.

41. Public Announcements

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

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

42. Disallowed Costs

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

43. Policies and Procedures

Program Operators are required to comply with all Federal, State and locally approved policies and procedures that are applicable to the execution of contractually approved deliverables.

44. Participant Files/Records Transfer

Should the Operator cease operations or if another Operator is awarded a contract to provide service delivery in lieu of the former Operator, the following participant files/records storage and/or transfer provisions will apply.

- a The current Operator is responsible for the completeness/accuracy of all records until such time as those records are turned over to the SWVAWDB. The Operator will be required to sign a statement, provided by the SWVAWDB, attesting to the completeness/accuracy of all participant files/records in their possession that will be transferred to the SWVAWDB. Even after transfer, the Operator retains responsibility and liability for all activities that occurred during the period functioning as the Operator for the SWVAWDB.
- b The SWVAWDB will secure all records providing the Operator with an acceptance receipt. The SWVAWDB will be responsible for the security and storage of all files/records obtained from the Operator.
- c In the event that a new Operator has been awarded a contract to deliver services previously performed by the former Operator, the new Operator assumes responsibility and liability for all actions occurring once they are in receipt of the files/records. The SWVAWDB will ensure that original documents are provided to the new Operator and copies of those documents are placed in the original file secured from the former Operator and retained in storage. The new Operator will sign an acceptance letter provided by the SWVAWDB, listing all files/records that have been provided to them by the SWVAWDB and accepting responsibility/liability for the maintenance of those files/records.
- d A chain of custody document will be signed by all parties including date of transfer, recipient entity and any transfer issues.
- e All secured records will be retained by the SWVAWDB for a minimum of three (3) years following completion of the last clean audit. Financial records will be retained for a minimum of five (5) years. The SWVAWDB will pay all storage costs for all affected documents. The SWVAWDB will also be responsible for destruction of documents once the required retention period has expired. Should any issues arise concerning records transferred to the new Operator, the SWVAWDB will act as a mediator between both Operators to ensure that a resolution to the issue is achieved in a timely manner.

INSTRUCTIONS FOR CERTIFICATION

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.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

CERTIFICATIONS

A. Certification Regarding Indemnification

B. Certification Regarding Drug-Free Workplace Requirements

C. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

D. Certification Regarding Lobbying

E. Certification Regarding Compliance with Nondiscrimination and Equal Opportunity Laws and Regulations

CERTIFICATION REGARDING INDEMNIFICATION

It is understood by the agency and signatory for the receiving agent that, hereafter, they will accept responsibility for the funds and their program. It is understood that each receiving agency is responsible for adhering to the rules/regulations promulgated by the Workforce Innovation and Opportunity Act, U.S. Department of Labor, Virginia Community College System, the County and Southwest Virginia Workforce Development Board in the performance of their contract.

With this understanding of responsibility, all WIOA contractors will account for all Federal funds, WIA/WIOA property and program income, if generated. The receiving agency hereby agrees to indemnify, reimburse and save harmless the County for any mistakes, errors of judgments, malfeasance, theft, or other actions by the receiving agency or their staff which result in disallowed cost.

Name of Agency

Name and Title of Authorized Representative

Signature of Authorized Representative

Date

Certification Regarding Drug-Free Workplace Requirements

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

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

- A. The prospective grantee certifies that it will provide a drug-free workplace by:
- (a) 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;
 - (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (c) 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);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement, and
 - (2) Notify the employer of any criminal drug statute conviction

for a violation occurring in the workplace no later than five days after such conviction;

(e) 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;

(f) 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.

(1) Taking appropriate personnel action against such an employee up to and including termination; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below, or include as a separate attachment, a listing of the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, and zip code)

Name of Organization

Name and Title of Authorized Representative

Signature of Authorized Representative

Date

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 1916019211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(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 and Title of Authorized Representative

Signature of Authorized Representative

Date

CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants,
Loans, and Cooperative Agreements

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

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

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

Grantee/Contractor Organization

Name of Certifying Official

Signature

Date

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

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report.

Refer to the implementing guidance published by the Office of Management and Budget for additional information.

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

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g. ARFP-DE-90-001.

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.

9. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10.(a). Enter Last Name, First Name, and Middle Initial (MI).

10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

11. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

15. The certifying official shall sign and date the form, print his/her name, title and telephone number.

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

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>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. Contract</p> <p><input type="checkbox"/> b. Grant</p> <p><input type="checkbox"/> c. Cooperative agreement</p> <p><input type="checkbox"/> d. Loan</p> <p><input type="checkbox"/> e. Loan guarantee</p> <p><input type="checkbox"/> f. Loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. Bid/offer/application</p> <p><input type="checkbox"/> b. Initial award</p> <p><input type="checkbox"/> c. Post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. Initial filing</p> <p><input type="checkbox"/> b. Material change</p> <p>For Material Change Only:</p> <p>Year ____ Quarter ____</p> <p>Date of last report ____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee</p> <p style="padding-left: 100px;">Tier ____, if known.</p> <p style="margin-top: 20px;">Congressional District, if known:</p>		<p>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:</p> <p style="margin-top: 20px;">Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>		<p>7. Federal Program Name/Description:</p> <p style="margin-top: 20px;">CFDA Number, if applicable:</p>
<p>8. Federal Action Number, if known:</p>		<p>9. Award Amount, if known:</p> <p style="padding-left: 20px;">\$</p>
<p>1. 10. a. Name and Address of Lobbying Entity b. Individual Performing Services (including address</p> <p>2. (If individual, last name, first name, MI): If different from No. 10. a.)</p> <p style="padding-left: 100px;">(last name, first name, MI):</p> <p style="text-align: center; margin-top: 20px;">(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned</p>		<p>13. Type of Payment (Check all that apply):</p> <p><input type="checkbox"/> a. Retainer</p> <p><input type="checkbox"/> b. One-time fee</p> <p><input type="checkbox"/> c. Commission</p> <p><input type="checkbox"/> d. Contingent fee</p> <p><input type="checkbox"/> e. Deferred</p> <p><input type="checkbox"/> f. Other; specify: _____</p>
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. Cash</p> <p><input type="checkbox"/> b. In-kind; specify: nature _____</p> <p style="padding-left: 100px;">value _____</p>		

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a cash penalty of not less than \$10,000 and not more than \$100,000 for each such failure..

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____

Date: _____

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Standard Form - LLL

DISCLOSURE OF LOBBYING ACTIVITIES

CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

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Standard Form - LLL-A

**CERTIFICATIONS REGARDING COMPLIANCE WITH NONDISCRIMINATION
AND
EQUAL OPPORTUNITY LAWS AND REGULATIONS**

Certification of Contracts, Grants, Loans, and Cooperative Agreements

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

As a condition to the award of financial assistance under WIOA from the Department of Labor, the grant applicant assures, with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA-funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce 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 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

This certification is a material representation of fact upon which reliance was placed when this agreement was made or entered into. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the nondiscrimination and equal opportunity laws and regulations, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the nondiscrimination and equal opportunity laws and regulations.

Signature of Authorized Certifying Official	Title
Applicant Organization	Date Submitted