

# **Crater Regional Workforce Development Board**

## **Request for Proposals (RFP)**

### **Youth: In and out-of-school Program Services**

### **Workforce Innovation and Opportunity Act (WIOA)**

### **RFP # YSP-PY18-1**

#### **Release Date**

May 30, 2018

#### **Proposal Deadline**

June 29, 2018 (4:30 p.m. Eastern Time)

#### **Initial Contract Period**

November 1, 2018 to October 31, 2019

#### **Contract Extension**

A Contract awarded under this RFP may be extended for up to two (2) twelve (12) month performance periods, after completion of the Initial Contract Period, **at the sole discretion of Crater Regional Workforce Development Board.**

#### **RFP Clarifications/Questions**

Clarification to RFPs and answers to questions not contained in RFPs, as applicable and appropriate, will be posted on the CRWDB Website at [www.craterworkforce.org](http://www.craterworkforce.org) without further notice.

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## **SECTION 1**

## **Introduction, Purpose, and Requirements**

### **1.1 Introduction**

The Crater Regional Workforce Development Board (CRWDB) is seeking competitive proposals to provide WIOA Youth Services to Local Workforce Development Area (LWDA) #15 which includes the cities of Colonial Heights, Emporia, Hopewell, and Petersburg as well as the counties of Dinwiddie, Greensville, Prince George, Sussex, and Surry.

The CRWDB seeks a provider of workforce services that can partner with the Board to move its mission, values, and workforce-area forward. CRWDB's vision for the youth program is to inspire and assist youth to overcome barriers, acknowledge their accomplishments, and create connections to be successful in continued education and in the workforce. The youth and young adults of the Crater Region will be exposed to a variety of learning options, work experiences, skills development, leadership development, counseling and support, and connections to post-secondary education and employment.

Workforce Innovation and Opportunity Act (WIOA) Youth Programs focus on reaching basic skills proficiency, completing a high school education or GED, exploring career pathways and developing a career plan with both short and long-term goals resulting in full-time unsubsidized employment. The Youth Services Provider will deliver a year-round WIOA Youth Program for in-school 11<sup>th</sup> and 12<sup>th</sup> graders; post-secondary school students, and out-of-school 16-24 year old youth and young adults. The program will be operated under the Crater Region's youth program brand P.O.W.E.R. (Promoting Outstanding Work Ethics & Responsibility).

While the youth services will be operated under the P.O.W.E.R. program, CRWDB encourages a creative approach to service and innovative projects individualized to fit the needs of the youth of the Crater Region while increasing their current and future employability. Programs should assist participants in continuing or completing their education, developing a range of occupational and employability skills, and removing/ameliorating barriers to education and employment.

### **1.2 Purpose of the RFP**

CRWDB is issuing this RFP in accordance with 20 CFR 681.400 of the WIOA Rules and Regulations in order to solicit proposals from qualified public or private entities to serve as the provider of Youth Services for LWDA #15. It is the intent and purpose of this solicitation to make WIOA funding available for qualified providers capable of delivering comprehensive workforce services to the in-school and out-of-school youth of the Crater Region.

CRWDB intends to award one (1) single contract based upon the availability of WIOA formula funding to the local area. All funds awarded under the terms of the RFP must be reimbursed and expended on WIOA eligible youth residing in any one of the nine localities within the Crater Area #15 service region.

**WIOA requires a defined percentage of awarded funds be spent on youth work experience elements. This contract will have a defined dollar amount that must be spent. Work experience elements are defined under Youth Program Elements in this document.**

It is anticipated that the successful Offeror will begin service delivery November 1, 2018 and continue through October 31, 2019. The contract will have the option for up to two (2) twelve (12) month extensions, after the initial Contract Period, **at the sole discretion of the CRWDB.**

For the award period November 1, 2018-October 31, 2019 the **ESTIMATED** youth contract amount will be \$700,000.00. Based on this estimate, the required expenditure for work experiences and trackable staff-time associated with work experiences will be \$140,000.00.

The Youth Services Provider will employ staff adequate to effectively provide in-school and out-of-school youth services to all nine (9) CRWDB localities. This will include no less than three (3) full-time equivalent (FTEs) direct-service-provision staff (case managers).

### **1.3 WIOA Background**

The WIOA was signed into law on July 22, 2014 and took effect on July 1, 2015. WIOA supersedes the Workforce Investment Act (WIA) of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. Proposals submitted in response to the RFP, and any final contract(s) negotiated with the successful proposer under this RFP, are subject to any additional rules, regulations and/or policies that may be issued by the applicable funding sources.

From a policy perspective, WIOA is designed to (a) help job seekers and workers access employment, education, training and support services necessary to succeed in the labor market and (b) to match employers with skilled workers they need to compete in the global economy. In passing WIOA, Congress reaffirmed the roles of the Workforce Development Boards and the One-Stop System as the cornerstones of the public workforce development system, and brought together and enhanced several key employment, education and training programs.

The Workforce Development Boards collaborate with the Chief Elected Officials (CEOs) to set the policy direction for the workforce development system which includes the One-Stop System. The One-Stop Centers are the direct service access points for job seekers, workers, and employers.

The Key Highlights of WIOA for the purpose of this RFP include:

A. **Aligning Federal Investments to Support Job Seekers, Workers and Employers:** At the state level, WIOA establishes a unified strategic planning across “core” programs, which include the WIOA Youth, Adult and Dislocated Worker Programs, Wagner-Peyser Employment Service, Adult Education and Literacy and Title I of the Rehabilitation Act programs.

B. **Strengthening the Governing Bodies that Establish State, Regional, and Local Workforce Development Priorities:** WIOA streamlines membership of business-led, state and local workforce development boards. The Act emphasizes the role of boards in coordinating and aligning workforce programs and adds funds to develop strategies to meet worker and employer needs.

C. **Helping Employers Find Workers with the Necessary Skills:** WIOA emphasizes engaging employers across the workforce system to align training with needed skills and match employers with qualified workers. The Act also adds flexibility at the local level to provide incumbent worker training and transitional jobs as allowable activities and promotes work-based training, such as On-the-Job Training (OJT), with employers.

The WIOA also strongly emphasizes training that leads to industry recognized postsecondary credentials.

Proposers are strongly encouraged to consider these WIOA elements in their proposals under this RFP and to demonstrate a clear understanding of WIOA. Additional information and updates pertaining to WIOA may be reviewed at the U.S. Department of Labor’s WIOA resource page at [www.doleta.gov/wioa](http://www.doleta.gov/wioa).

#### **1.4 Solicitation**

CRWDB hereby solicits proposals from qualified entities, using a competitive proposal process, to serve as the WIOA Youth Services Provider for LWDA #15 in accordance with the Scope of Work outlined in this RFP. One (1) contract is expected to be awarded under this RFP.

This RFP does not commit CRWDB to accept any proposal(s) submitted, nor is CRWDB responsible for any costs incurred by the proposer(s) in the preparation of responses to this RFP.

CRWDB reserves the right to negotiate with the proposer(s) after proposals are reviewed, if such action is deemed to be in the best interest of CRWDB.

The specifications outlined in this RFP have been determined to be a minimum acceptable standard. The proposer(s) are encouraged to submit a proposal that will provide the youth of LWDA #15 the best quality and cost effective option for the services being requested.

### 1.4.1 RFP Release, Timeline, and Questions

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RFP Release Date:	May 30, 2018
Non-Mandatory Pre-Proposal Conference to be held at the CRWDB Offices located at 22 W. Washington St., Petersburg, VA	June 11, 2018 2:00 p.m. Eastern Time
Final Deadline for Questions Submitted in Writing	June 16, 2018
RFP Proposal Due Date 4:30 p.m. Eastern Time	June 29, 2018
RFP Review Committee review process complete	July 10, 2018
RFP Committee makes recommendation to CRWDB Executive Director	July 10, 2018
Executive Committee reviews RFP Committee's findings and makes recommendations	July 13, 2018
CRWDB enters into discussions/negotiations with top-ranked provider(s)	July 16, 2018
CEOs meet to approve CRWDB Youth Services Provider selection	August 27, 2018
Contract negotiation complete	September 28, 2018
Youth Services Provider contract commences	November 1, 2018

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**Note: Dates are subject to change**

Beginning May 30, 2018, the RFP will be available on the connectva website at [www.connectva.org](http://www.connectva.org) and on the CRWDB website at [www.craterworkforce.org](http://www.craterworkforce.org). If you have difficulty downloading the RFP, or have any questions, please contact Ryan Follett, CRWDB Executive Director, by email at [admin@craterworkforce.org](mailto:admin@craterworkforce.org).

The final date for questions to be submitted will be June 16, 2018 at 4:00 p.m. Eastern Time. All questions and answers, other than those posed at the Pre-Proposal Conference, will be posted as soon as possible on the CRWDB website.

A non-mandatory Pre-Proposal Conference will be held on June 11, 2018 at 2:00 p.m. Eastern Time for prospective proposers. The location for the Pre-Proposal Conference is: The Crater Workforce Center located at 22 W. Washington Street, Petersburg, VA 23803.

### 1.4.2 Submission of Proposals

**To be considered under this RFP, one (1) original and five (5) signed and complete copies as well as one (1) electronic version of the proposal must be received by CRWDB either by mail or in-person no later than 4:30 p.m. Eastern Time on Friday, June 29, 2018.** Proposals submitted via email or fax **WILL NOT** be considered. Incomplete proposals or any proposal(s) received after the proposal deadline **WILL NOT** be considered.

Note: Normal business hours are 8:30 a.m. to 4:30 p.m. Monday, Tuesday, Thursday, Friday and 9:30 a.m. to 4:30 p.m. Wednesday.

All proposals must be sealed and labeled with **RFP #YSP-PY18-1** and include the proposer's name and address on the outside of the package.

All proposals (including all documents and attachments) will not be returned.

Proposals must be submitted to:

**CRWDB**

**ATTN: Executive Director**

**22 W. Washington Street**

**Petersburg, VA 23803**

## **1.5 RFP Response**

RFP Responses must be complete (provide all requested information), follow the response format outlined in this RFP, and meet the submission deadline. Only proposals that are seen as responsive, from proposers deemed responsible, will be evaluated against the RFP evaluation criteria.

### **1.5.1 Proposer Eligibility and Qualifications**

Eligible bidders include: Government agencies; businesses, both non-profit and for-profit; educational institutions including secondary, technical and higher education institutions; and faith-based organizations. All non-governmental agencies must provide verification of legal status of the entity and eligibility to conduct business within the Commonwealth of Virginia.

Entities that are presently debarred, suspended, or proposed for debarment are not eligible to receive a contract that may be awarded under this RFP.

Any entity selected as the Youth Services Provider under this RFP will be considered a sub-recipient of a Federal Award and subject to all associated laws/regulations. No contract(s) awarded under this RFP may, at any time, be subcontracted without the express written prior approval of CRWDB.

Proposers must have the capability in all respects to fully perform the Scope of Work specified under this RFP and have the experience necessary to assure good faith performance of a contract. In that regard, proposers should, at a minimum, have the following:

- A. Prior or substantially similar experience coordinating, managing, and/or delivering employment/training services to youth;
- B. Successful history of achieving specified performance measures;
- C. Working knowledge of the WIOA Law and Final Rules and Regulations and OMD Uniform Guidance - specifically with regard to the provision of Youth Services;
- D. Familiarity with the labor market and related dynamics of the Crater Region;
- E. The financial ability/stability to incur, on a short-term basis, the costs associated with the provision of the activities outlined in the RFP as the Youth Services Provider will be compensated on a reimbursement basis, i.e. Provider incurs costs, completes a monthly reimbursement request to CRWDB, CRWDB processes reimbursement request and payment is disbursed. This process may take up to 60 days; and,
- F. Adequate staffing to effectively provide in-school and out-of-school youth services to all nine (9) CRWDB localities. This will include no less than three (3) full-time-



equivalent (FTE) direct-service-provision staff (case managers). The Provider's direct service staff must be housed (home office) within CRWDB's Regional Workforce Centers at 22 West Washington Street, Petersburg, VA and 1300 Greensville County Circle, Emporia, VA. Routine travel within, and on occasion out of, the service area will be required. No vehicle will be provided for travel; however, reimbursement for direct-service-staff travel may be available following CRWDB's travel reimbursement policy.

CRWDB will provide the following for the provider's **direct-service staff**:

**Note:** 1. The cost of the items/services listed below should not be included in the proposal budget.

2. CRWDB WILL NOT provide office space, equipment, or supplies for the provider's supervisory or administrative staff.

- 1 Cubicle within the Emporia Center and up to 3 cubicles within the Petersburg Center to include rent, utilities, internet, and basic office furnishings.
- 1 each laptop computer, printer, mouse for up to 4 direct-service staff.
- 1 each cell phone and service for up to 4 direct-service staff.
- Basic office supplies, i.e. paper, ink, paper clips, tape, etc.
- Use of the Centers' office equipment, i.e. copiers, fax machines, etc.
- Use of the Centers' training and computer facilities.

### 1.5.2 Technical Proposal Format

To facilitate review of the proposals, proposers should prepare their proposals according to the instructions and in the order presented in this section. Proposals should be prepared as simply as possible with straightforward, concise descriptions to demonstrate an understanding of the Scope of Work and related services required by CRWDB. Proposals that provide innovative alternatives and creative approaches are encouraged. Any other information thought to be relevant, but not applicable to the categories below, may be provided as an appendix to the proposal. Also, any information contained in the proposals that is considered by the proposer to be proprietary should be indicated as such.

The proposal should be organized with tabs in the following order and contain the following:

1. **Proposal Submission Form (Attachment A)**. The Proposal Submission Form should act as the cover page of the proposal.
2. **Organization Profile** - The proposing organization's ownership, products or services, qualifications, financial status, and other pertinent information.
3. **Key Personnel Qualifications** - An overview of qualifications of the key personnel (you may include resumes) who will be assigned to work on the project, i.e. case managers, program management/supervisory staff, etc.
4. **Organization's Experience and Past Performance** - (1) Describe your organization's experience providing WIOA-type programs to hard-to-serve, disconnected, out-of-school youth and low-income in-school youth, as identified in Section 126 of WIOA. (2) Describe your organization's success in meeting and exceeding performance measures.



**5. Proposed Program** - Provide a detailed description of the proposed program based on the Scope of Work in this RFP and the approach you intend to use to meet the requirements of the Scope of Work. Include how current relationships with organizations (public and private) within the Crater Region will be used to support/enhance the program and service provision. Describe how new relationships with organizations within the Crater Region will be developed to support/enhance the program and service provision.

**6. Price Proposal (Attachment B)** - Complete the Price Proposal Form.

**7. References (Attachment C)** - Complete the Reference Form and include letters of endorsement from employment-related service organizations or government agencies with which the proposer has contracted, partnered, etc.

**8. Small, Women-Owned, and Minority-owned Business (SWaM) Certification** - Provide SWaM certification documentation, if applicable.

**9. The following items: (These items must be completed and included in the response).**

1. Attachment E - Certification of Staff Eligibility (criminal history)
2. Attachment F - Assurances and Certifications

**10. Other Appendices as determined by the proposer.**

### **1.5.3 Price Proposal**

Complete and provide the Price Proposal Form (Attachment B) with your proposal. The proposed total price should reflect the period of November 1, 2018 to October 31, 2019 only and is not to exceed the ESTIMATED available funding of \$700,000.00 for the stated period.

### **1.5.4 Evaluation Criteria**

Each proposal will be evaluated according to the following criteria:

- A. Demonstrated understanding and proposed approach to provide the Scope of Work identified in this RFP. (25 possible points)
- B. Successful experience and capabilities of the proposer providing the same or substantially similar services. (25 possible points)
- C. Experience, qualifications, and demonstrated knowledge of key personnel. (20 possible points)
- D. Endorsements/references. (10 possible points)
- E. Price. (10 possible points)
- F. Completeness of proposal (10 possible points)

### **1.5.5 Evaluation of Proposals**

*Only proposals that are seen as responsive, from proposers deemed responsible, will be evaluated against the RFP evaluation criteria and be eligible for award.*

A Proposal Review Team will be selected. This team will review and score proposals according to the established evaluation criteria. The team will then report the outcome to the CRWDB Executive Director. The CRWDB Executive Director will present the

outcome to the Board’s Executive Committee for review/recommendations to proceed. Based on the Executive Committee’s recommendations, CRWDB staff will select at least the top two (2) proposers to engage in further discussions/negotiations. Based on the outcome of these discussions/negotiations, a recommendation for a provider will be presented to the Crater Region CEO Consortium for final approval.

### **1.5.6 Proposal Reconsideration Process**

Please see Attachment D.

## **SECTION 2 Scope of Work**

### **2.1 Background**

The CRWDB seeks one (1) Youth Services Provider that can implement an integrated workforce development system with sound practices that will enable youth and young adults to gain the skills and supports necessary to not only successfully obtain employment but also determine and follow a career pathway. The selected provider will have diverse public and private partnerships with educational institutions, businesses, community service organizations, financial institutions, etc. Such partnerships will be leveraged in order to provide a “holistic” approach to youth services. This will afford program participants supports/services to assist with obtaining work experience, career-specific training/credentialing, removal/amelioration of barriers to employment, development of “soft skills”, financial literacy training, etc.

The proposal should show that the service provider can meet or exceed the goals of WIOA and that the service provider and program design:

- Have a strategic approach that aligns with the goals of WIOA and those of the Board (noted above);
- Have a well-developed organizational structure and experienced staff who are skilled in youth services and program administration;
- Can conduct youth-focused outreach and recruitment throughout the Crater Region.
- Can incorporate and maintain a robust partner network that offers a seamless array and continuum of programs and services;
- Have effective intake and assessment processes and an efficient, well-defined customer flow process that ensures every youth receives a customized array of services/supports that meet his/her individual needs;
- Have a caring, pro-active, and resourceful case management system that connects youth to a seamless system of supportive workforce partnerships; and,
- Have a demonstrated, effective track record of providing the proposed services to the target population.

### **2.2 Eligible Youth**

Under WIOA, all youth must meet eligibility criteria and be determined eligible for the program prior to enrollment and receipt of WIOA-funded services.

General eligibility includes:

- US citizenship or authorization to work in the United States and;
- Registration for Selective Service, if applicable.

An out-of-school youth is an individual who is:

- a. Not attending any school (as defined under State law);
- b. Not younger than 16 or older than the age of 24 at the time of enrollment, and
- c. One or more of the following:
  1. A school dropout;
  2. A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school-year-calendar quarter. A school year calendar is based on how a local school district defines its school year quarters. In cases where schools do not use quarters, local programs must use calendar year quarters;
  3. A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either basic skills deficient or an English-language learner;
  4. An offender;
  5. A homeless individual aged 16-24 who meets the criteria defined in sec. 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 11434a(2)) or a runaway;
  6. An individual in foster care or who has aged out of the foster care system or who is 16 years old and left foster care for kinship guardianship or adoption, a child eligible for assistance under sec. 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement;
  7. An individuals who is pregnant or parenting;
  8. An individual with a disability; or
  9. A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.

Because age eligibility is based on age at enrollment, participants may continue to receive services beyond the age of 24 once they are enrolled in the program.

An in-school youth is an individual who is:

- a. Attending school as defined by Virginia State Law, including secondary and postsecondary school;
- b. Not younger than 14 (16 in the Crater Region) or (unless an individual with a disability who is attending school under State law) older than 21 at the time of enrollment. Because age eligibility is based on age at enrollment, participants may continue to receive services beyond the age of 21 once they are enrolled in the program;
- c. A low-income individual, and
- d. One or more of the following:
  1. Basic skills deficient;
  2. An English-language learner;
  3. An offender;
  4. A homeless individual aged 14-21 who meets the criteria defined in sec. 41403(6) of the Violence Against Women Act of 1994 or sec. 725(2) McKinney-Vento Homeless Assistance Act, or a runaway;
  5. An individual who is in foster care or who has aged out of the foster care system or who is 16 years old and left foster care for kinship guardianship or adoption, a child eligible for assistance under sec. 477 of the Social Security Act (42 U.S.C. 677), or an out-of-home placement;
  6. An individual who is pregnant or parenting;
  7. An individual with a disability, or
  8. An individual who requires additional assistance to complete an education program or to secure or hold employment.

## **2.3 WIOA Program Requirements**

### Basic Career Services

Basic Career Services shall be available to all individuals seeking services through the Crater Region's One-Stop Centers. These services are to be provided in WIOA

comprehensive one-stop centers by Wagner-Peyser funded staff in coordination with other one-stop partners (including the Youth Services Provider). The Youth Services Provider will provide services to complement and coordinate with the customer flow process of the one-stop partners, the one-stop operator and will be an integral part of the system. Basic career services shall be accessible to all customers; therefore, any necessary accommodations shall be available for persons with disabilities or other barriers, including language barriers. Basic career services are listed below.

- Client intake and orientation to Virginia workforce system services
- Registration in the Virginia Workforce Connection (VaWC)
- Labor exchange services, such as job search and job placement assistance
- Basic job search assistance
- Resume development and interview technique workshops and individualized assistance
- Labor market information
- Information on supportive services
- Assistance through trained and available staff, either on-site at the one-stop career centers, by telephone, or through technology to file unemployment compensation claims
- Staff-supported assistance in resource rooms
- Referrals to other programs and services available through the one-stop system

### Individualized Career Services

1) All enrolled youth will receive an orientation to the Youth Program, WIOA, the Crater Region's Career Centers' services, and appropriate CRWDB organizational policies.

2) Youth service providers are required to complete an objective assessment for each participant enrolled in WIOA services. Each assessment must include a review of academic and occupational skill levels, supportive-service(s) needs, and the individual's strengths. This data is to be used as the basis for identifying appropriate services, career pathways, and the development of an Individualized Service Strategy (defined below) for each participant. A comprehensive assessment produces an in-depth understanding of each participant's needs.

At a minimum, objective assessments must include:

- Academic assessment (i.e. TABE, etc.)
- Occupational skills
- Prior work experience
- An interest inventory
- Aptitudes
- Supportive service needs
- Developmental needs

3) Each participant must be involved in the development of an Individualized Service Strategy (ISS) that identifies short and long term goals for education and employment, based on individual needs. The ISS is a "road map" of WIOA service delivery. The ISS plan must be tied to a career pathway and performance outcomes, then actualized through the 14 WIOA Youth Program Elements (listed below). The ISS must be amended/updated when educational or career goals are met, altered, or when the participant's circumstances change.

4) All youth participants are to receive active case management services. The combinations of services that participants receive are to be tailored to their career, training, and personal goals, and their strengths and barriers. Services must be provided within the parameters of the 14 WIOA Youth Program Elements (listed below).

5) All youth participants must receive some form of follow-up services for a minimum of 12 months. The types of services provided and the duration of services must be determined based on the needs of the individual and therefore, the type and intensity of follow-up services may differ for each participant. However, follow-up services must include more than a contact attempted/made only for the purpose of securing documentation in order to report a performance outcome.

### Youth Program Elements

Youth and young adults are a vulnerable population and often face multiple barriers to career and life success. In many instances, acquiring the knowledge and skills to manage those barriers is just as important as solving tangible challenges. WIOA has developed a set of program elements that must be made available to all youth based on individual needs. If the proposer does/will not directly provide the services listed, they must demonstrate the ability to make referrals to appropriate providers of such services.

**PROGRAM ELEMENTS** - In order to support the attainment of a secondary school diploma or its recognized equivalent, entry into postsecondary education, and career readiness for participants, the programs shall provide the required elements as listed below.

1. Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized post-secondary credential.
2. Alternative secondary school services, or dropout recovery services, as appropriate.
3. Paid and unpaid work experiences that have an academic and occupational education component, which may include: 1) summer employment opportunities and other employment opportunities available throughout the school year, 2) pre-apprenticeship programs, 3) internships and job shadowing, and 4) on-the-job training opportunities.
4. Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved, if the local board determines that the programs meet the appropriate quality criteria.
5. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.
6. Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.
7. Supportive services, which may include linkages to community services, referrals to health care, and cost assistance with transportation, childcare, housing, uniforms, and educational testing.
8. Adult mentoring for a duration of at least 12 months that may occur both during and after program participation.
9. Follow-up services for not less than 12 months after the completion of program participation.
10. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling, mental health counseling and referral, as appropriate.

11. Financial literacy education is education or activities that assist youth in making informed financial decisions; supports the ability of participants to create budgets, initiate checking and savings accounts at banks, and informed decisions.
12. Entrepreneurial skills training are approaches to providing the basics of starting and operating a small business; introduce youth to small business development, or classes to help youth access small loans and/or grants.
13. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, labor market trends, job openings, and career exploration services.
14. Activities that help youth prepare for and transition to postsecondary education and training, which may include entrance testing, financial aid, college prerequisite courses, activities that assess participant strengths, abilities, and interests; and the development of a portfolio that demonstrates accomplishments and competencies.

### Career Pathway Models

In a comprehensive career-pathway program, education and training programs provide a clear sequence of education courses and credentials combined with continuous support systems that prepare young adults for entry into unsubsidized employment, training or postsecondary education.

WIOA places strong emphasis on innovative programs built on Career Pathways, which are defined as “a combination of rigorous and high quality education, training and services”. Required career-pathway components are listed below:

1. Alignment with the skill needs of industries within the regional economy;
2. Preparation of an individual to be successful in any of a full range of secondary or postsecondary education and training options;
3. Career counseling to support an individual’s education and career goals and achievements;
4. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
5. Organized education, training and other services to meet individual goals and accelerate the educational and career advancement;
6. Enables an individual to attain a secondary school diploma or its equivalent, and at least one recognized postsecondary credential.

## **2.4 Additional Program Requirements**

The Youth Services Provider must also provide the activities or services listed below:

1. Conduct outreach and recruitment of participants based on program model. All outreach and recruitment materials, including, but not limited to printed materials and digital media must be developed in accordance with CRWDB policies and procedures and must be preapproved by CRWDB.
2. Determine participant eligibility, which includes obtaining, reviewing, and validating required program documentation and skills assessment.
3. Provide/provide for remediation for out-of-school youth who are basic skills deficient.
4. Provide labor market information and career exploration activities within the first 30 days of participants’ program acceptance.
5. Identify and engage employers to work with participants on work experience, on the job training, and registered apprenticeships. Work in coordination with the CRWDB Business Services Committee.
6. Develop and maintain effective partnerships to leverage resources and for participant referrals.



## 2.5 Performance and Reporting Requirements

The Youth Services Provider shall meet at least 80% of the WIOA AND Local Youth Performance Indicators. The performance period shall be the same as the contract period. Youth Performance Indicators are listed below:

### Youth Federal Performance Goals under WIOA Regulations

Performance Measure	Area 15 Negotiated Levels - PY 2018-2019
Employment 2 <sup>nd</sup> quarter after exit	To be determined
Employment 4 <sup>th</sup> quarter after exit	To be determined
Credential Attainment Within Four Quarters After Exit	To be determined
Median Earnings 2 <sup>nd</sup> quarter after exit	To be determined
Measurable Skill Gain	To be determined

### Youth Local Performance Goals

New Participant Enrollment - Out-of-School	To be determined
New Participant Enrollment - In-School	To be determined
Career Readiness Certificate Attainment	To be determined
Job Placement Prior to Exit	To be determined

The Youth Services Provider must provide CRWDB appropriate supporting documentation in order to be reimbursed for expenditures of any kind.

The Youth Services Provider must provide CRWDB monthly dashboard and narrative reports of the following:

- Number of outreach and recruitment sessions and activities;
- Number of enrolled participants by jurisdiction;
- Number of participants placed in work experience, OJT, registered apprenticeship, or unsubsidized employment and a listing of the occupations;
- Number of participants placed in local classroom occupational skills training and the type of training;
- Number of participants that obtain an industry recognized credential;
- Number of participants entering full-time unsubsidized employment; and
- Customer Satisfaction survey results.

## 2.6 Monitoring and Compliance

1. The Youth Services Provider must comply with current and future Federal, State, and Local policy regulations while implementing WIOA program services.
2. The Youth Services Provider will be monitored by CRWDB staff, the US Department of Labor, and the Virginia Community College System. Monitoring will include, at least, programmatic, administrative, and fiscal reviews.
3. The Youth Services Provider must be prepared to provide a written response to the monitoring and, if required, a corrective action plan must be submitted. Corrective Action Plans will be reviewed and input provided by the CRWDB as deemed necessary. The plan(s) will be monitored for adherence and/or adjustments to the plan's implementation.



## **SECTION 3                    GENERAL REQUIREMENTS, TERMS AND CONDITIONS**

**1 VIRGINIA PUBLIC PROCUREMENT ACT (VPPA):** This RFP is subject to the provisions of the VPPA and any revisions thereto, which are hereby incorporated into this document by reference.

**2 APPLICABLE LAWS AND COURTS:** This RFP and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Courts of the Commonwealth and must be in compliance with all applicable Federal, State of VA, and local laws, rules and regulations, inclusive of, but not limit to the Workforce Innovation and Opportunity Act (WIOA) of 2014, as amended, or any other Federal, State of VA, or local funding source that may be identified.

**3 ETHICS IN PUBLIC CONTRACTING:** Proposing organizations certify that their proposals are made without collusion or fraud and they have not been offered or received any kickbacks or inducements from any other proposer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**4 IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Proposing organizations certify that they do not and will not employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 in the performance of any contract resulting from this RFP.

**5 ANTITRUST:** By entering into a contract resulting from this RFP, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all cause of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the services purchased by CRWDB under said contract.

**6 PAYMENTS:** Payments for any and all services rendered under a contract resulting from this RFP will be remitted on a reimbursement basis. Specific terms for payments, the reimbursement request process, and required documentation will be stipulated in the contract.

**7 INDEPENDENT CONTRACTOR:** A contractor resulting from this RFP, and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the CRWDB.

**8 SEVERABILITY:** If any provision of a contract resulting from this RFP or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of the contract, or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected, and each provision of the contract shall be valid and enforced to the full extent permitted by law.

**9 ADDENDA:** Changes or supplemental instructions related to this RFP will be in the form of a written Addendum. Any Addendum that may be required will be posted on the CRWDB website ([www.craterworkforce.org](http://www.craterworkforce.org)) with this RFP, without notice. It is the

responsibility of proposers to check for such on the CRWDB website prior to the proposal due date and time in order to ensure that all such are received.

**10 SUBRECIPIENT STATUS:** An entity that is awarded a contract as a result of this RFP will be considered a sub-recipient of a Federal Award.

**11 QUALIFICATIONS OF PROPOSING ORGANIZATION:** Proposing organizations agree to provide CRWDB with any other requested information at any time to determine their ability to perform the services proposed. CRWDB may, at its sole discretion, cease negotiations with proposing organizations if information provided or other evidence fails to meet the requirements of this RFP.

**12 ASSIGNMENT OF CONTRACT:** A contract which may result from RFPs shall not be assignable by the contractor, in whole or in part, without the prior written consent of CRWDB.

**13 CHANGES TO THE CONTRACT:** Either party to the contract may request, in writing, changes to the contract. Changes are not binding until both parties have signed an official contract modification document. An increase or decrease in the price of the contract resulting from any modification is subject to applicable provisions of the Virginia Public Procurement Act.

**14 DEFAULT:** In case of failure to deliver services in accordance with the contract terms and conditions, CRWDB may declare the contractor in default and will immediately notify the contractor in writing. As a result, CRWDB may procure the same services from other sources and reserves the right to seek compensation from the contractor for any and all additional expenditures as a result of the default.

**15 INSURANCE:** By signing and submitting a proposal in response to this RFP proposing organizations certify that they shall maintain and provide documentation of all applicable and/or required insurance coverage(s). Insurance requirements for contracts with Federal, State, or Local Governments or other agencies may vary from contracts with private entities.

**16 AVAILABILITY OF FUNDS:** In the event Federal, State or Local funds that are the resources for contracts are discontinued, curtailed or otherwise no longer available; contracts awarded as a result of any RFP may be cancelled or reduced at any time. CRWDB will notify contractors in writing as soon as possible after receiving any such notice.

**17 PROPOSAL ACCEPTANCE PERIOD:** Proposals shall be binding upon proposing organizations for one hundred twenty (120) calendar days following submission deadline. Any proposal that requests a shorter acceptance period may be rejected at the sole discretion of CRWDB.

**18 SUBCONTRACTORS:** In the event that a Contractor desires to subcontract for services to be provided, the contractor shall furnish to CRWDB the names, qualifications and experience of their proposed subcontractor. The Contractor shall remain fully liable and responsible for the work to be done by their subcontractor and shall ensure compliance with all contract requirements. All subcontracts must be approved in writing by CRWDB prior to execution.

**19 RECORDS RETENTION:** Contractors agree to retain all books, records, and other documents relative to contracts for four (4) years following the expiration of the

contract or until audited, whichever is greater. However, if any audit claim, litigation, negotiation or other action involving the records has been started as a result of the audit or before the expiration of the four (4) year period, the records shall be retained until completion of the action and resolution of all issues which may arise. CRWDB, its authorized representatives, and/or State and Federal auditors shall have full access to and the right to examine any of said materials during said period. Contractors are responsible for all costs associated with the retention of the books, records, and other documents.

**20 CLARIFICATION OF TERMS OR QUESTIONS:** Clarifications to RFPs and answers to questions not contained in RFPs, as applicable and appropriate, will be posted on the CRWDB website ([www.craterworkforce.org](http://www.craterworkforce.org)) without further notice.

**21 HOLD HARMLESS:** Contractors agree to indemnify, defend and hold harmless Crater Regional Workforce Development Board (CRWDB), the Chief Elected Officials (CEOs) of the Crater Region, the Commonwealth of Virginia, and their officers, agents and employees from any claims, damages, and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of materials, goods, or equipment of any kind or nature furnished by the contractor, or arising from, or caused by any services of any kind or nature provided by the contractor, provided that such liability is not attributable to the sole gross negligence on the part of CRWDB or the failure of CRWDB to use the materials, goods, or equipment in the manner outlined by the Contractor and descriptive literature of specifications submitted with the contractor's proposal. This section does not apply to contracts with Federal, State, or Local Governments or their agencies.

**22 CONTRACTUAL DISPUTES:** In accordance with Section 2.2-4363 of the Code of Virginia, claims arising out of a contract issued as a result of any RFP, whether for money or other form of compensation, shall be submitted by the contractor, in writing, with all necessary data and information attached to the claim. The submission must be received by CRWDB no later than sixty (60) calendar days after final payment is provided under any contract. CRWDB will respond in writing within ninety (90) calendar days of receipt of the claim, unless both parties agree to a longer response period. In the event CRWDB does not respond within this time period, the contractor may institute legal action pursuant to Section 2.2-4364 of the Code of Virginia.

**23 EXTENSIONS OF CONTRACT:** All RFPs will include statements specifying if contracts will be able to be extended past their original term.

**24 HUMAN TRAFFICKING:** Executive Order 1333 requires the termination without penalty of any contract, if the contractor engages in human trafficking.

**25 ROLE OF THE VIRGINIA COMMUNITY COLLEGE SYSTEM (VCCS):** In Virginia, the VCCS at the State level is responsible for the formula distribution of WIOA funds; the award of certain Dislocated Worker WIOA Grants; ensuring the integrity of the funds; oversight and monitoring of local workforce development boards; and, developing and implementing WIOA operational guidance and policies in coordination with the Virginia Board for Workforce Development. The aforementioned documents can be found at [www.elevatevirginia.org/practitioners-corner/](http://www.elevatevirginia.org/practitioners-corner/).

**26 CONTRACT AWARD:** CRWDB will enter into a contract with the selected proposer under this RFP. The initial contract will be for the period of November 1, 2018 to October 31, 2019. Thereafter, the contract may be extended for up to two (2) twelve (12) month performance periods, at the sole discretion of CRWDB. The initial contract amount will remain in force throughout that performance period, unless otherwise authorized by CRWDB. Amounts of subsequent contract extensions will be negotiated with the contractor.

**27 CERTIFICATIONS AND ASSURANCES:** The following Certifications and Assurances are incorporated by reference and will be made part of any contract(s) entered into by CRWDB as a result of all RFPs:

1. Certification Regarding Lobbying (29 CFR Part 37).
2. Certification Regarding Debarment, Suspension and other Responsibility Matters (29 CFR Part 98).
3. Nondiscrimination and Equal Opportunity Assurance (29 CFR Part 37).
4. Drug-Free Workplace Requirements Certification (29 CFR Part 98).
5. Standard Form 424b Standard Assurances (Non-Construction Programs).

ATTACHMENT A  
 PROPOSAL SUBMISSION FORM  
 RFP #YSP-PY18-1

<b>RFP Number:</b>	<b>#YSP-PY18-1</b>
<b>Proposal Name:</b>	<b>Youth In and Out-of-School Program Services Provider</b>
<b>Due Date and Time:</b>	<b>6/29/2018 4:30 p.m. Eastern Time</b>

**1. PROPOSER INFORMATION**

<b>Organization Name (Legal Name)</b>	
<b>Mailing Address</b>	
<b>Payment Address (if different from Mailing Address)</b>	
<b>Telephone Number</b>	(      )      -      -      -      -
<b>Employer Identification Number (EIN)</b>	_____-_____-_____
<b>Social Security Number (only if an EIN is NOT provided)</b>	_____-_____-_____
<b>Representative Name/Title</b>	
<b>Representative Telephone Number and email address</b>	(      )      -      -      -      -

ATTACHMENT A

RFP #YSP-PY18-1  
(Continued)

**1. AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA**

SCC Identification Number: \_\_\_\_\_

Or

Organization/Company is not required to have/maintain registration because:

\_\_\_\_\_  
\_\_\_\_\_

**2. ANTI-COLLUSION CERTIFICATION**

The undersigned certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Proposer understands collusive bidding is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

**3. SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS (SWaM)**

Is the Proposer's business SWaM Certified? \_\_\_\_\_No  
\_\_\_\_\_Yes (If Yes, attach Certification Documentation)

**4. AUTHORIZATION**

In accordance with the terms, conditions and specifications of this RFP, the undersigned agrees to furnish the services requested. The undersigned acknowledges that the proposal is valid for a period of 120 days from the due date and certifies that he/she has read, understands, and agrees to all terms, conditions, and requirements of this RFP and is authorized to contract on behalf of the Organization named below.

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

Print Signer's Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

(This form must be fully completed, signed and dated. ALL signatures must be original and not photocopies.)

ATTACHMENT B  
PRICE PROPOSAL  
(Budget and Budget Narrative)  
RFP #YSP-PY18-1

ORGANIZATION NAME: \_\_\_\_\_

**Budget**

Budget Categories		PY18 OSY Budget	PY18 ISY Budget	Contractor In-kind Cost	Total Budget
1)	PERSONNEL				
2)	FRINGE BENEFITS				
3)	TRAVEL				
4)	INSURANCE (business-related)				
5)	OTHER ADMINISTRATIVE COSTS (please specify)				
6)	CONTRACTUAL SERVICES				
7)	PRINTING (program advertisement, outreach, etc.)				
8)	SUPPORTIVE SERVICES	-----	-----	-----	-----
	8a) CHILDCARE				
	8b) TRANSPORTATION				
	8c) WORK TOOLS/CLOTHING				
	8d) OTHER SUPPORTIVE SERVICES				
9)	PARTICIPANT SERVICES:	-----	-----	-----	-----
	9a) TUTORING				
	9b) ALT. SECONDARY SCHOOL				
	9c) OCCUPATIONAL SKILLS TRAINING				
	9d) GUIDANCE AND COUNSELING				
	9e) ADULT MENTORING				
10)	PARTICIPATION:	-----	-----	-----	-----
	10a) WORK EXPERIENCE				140,000
	10b) PARTICIPANT INCENTIVES				
	10c) FOLLOW-UP SERVICES				
	10d) LEADERSHIP DEVELOPMENT				
11)	OTHER PARTICIPANT COSTS (please specify)				
<b>TOTAL</b>					



ATTACHMENT B  
 Price Proposal  
 RFP # YSP-PY18-1  
 (Continued)

ORGANIZATION NAME \_\_\_\_\_

Budget Narrative

Item Number	LINE ITEMS	NARRATIVE
1	PERSONNEL	
2	FRINGE BENEFITS	
3	TRAVEL	
4	INSURANCE	
5	OTHER ADMIN. COSTS	
6	CONTRACTUAL SERVICES	
7	PRINTING	
8a	CHILDCARE	
8b	TRANSPORTATION	
8c	WORK TOOLS/CLOTHING	
8d	OTHER SUPPORTIVE SERVICES	
9a	TUTORING	
9b	ALT. SECONDARY SCHOOL	
9c	OCCUPATIONAL SKILLS TRAINING	
9d	GUIDANCE AND COUNSELING	
9e	ADULT MENTORING	
10a	WORK EXPERIENCE	
10b	PARTICIPANT INCENTIVES	
10c	FOLLOW-UP SERVICES	
10d	LEADERSHIP DEVELOPMENT	
11	OTHER PARTICIPANT COSTS	

**ATTACHMENT C  
REFERENCE PAGE  
RFP #YSP-PY18-1**

**ORGANIZATION NAME:** \_\_\_\_\_

Reference 1

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed/Results Achieved:			Contract Amount \$

Reference 2

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed/Results Achieved:			Contract Amount \$

ATTACHMENT C  
 REFERENCE PAGE  
 RFP #YSP-PY18-1  
 (Continued)

Reference 3

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed/Results Achieved:			Contract Amount \$

ATTACHMENT D  
PROPOSAL REJECTION/APPEALS  
RFP #YSP-PY18-1

The Crater Regional Workforce Development Board (CRWDB), the Workforce Development Board for Virginia Workforce Development Area 15 under the Workforce Innovation and Opportunity Act of 2014, has the responsibility for selecting service providers for the region from among various applicants.

It is the desire of the CRWDB to provide a process for any applicant who submits a proposal which is not selected, to have the opportunity to request reconsideration of such action by the CRWDB.

A Proposer may not be recommended for funding regardless of the merits of the proposal submitted, if they have a history of contract non-compliance and/or poor past or current contract performance with the CRWDB or any other funding source. If a proposal is rejected, written notice will be given. Respondents may appeal the decision. The appeal and subsequent protest must be relevant to the RFP process.

The following steps must be adhered to when preparing an appeal:

- 1. Proposing agency must submit a written protest to the CRWDB within five (5) days of being notified that the proposal was not selected.**
- 2. The written protest should include:**
- 3. Name, address, telephone number and fax number of protestor**
- 4. Signature of protestor**
- 5. Name of RFP**
- 6. A detailed statement of the legal and factual grounds of the protest and the form of relief requested. The appeal will be forwarded for consideration and response.**

**The written protest must be mailed to: Ryan M. S. Follett, Executive Director, CRWDB 22 W. Washington Street Petersburg, VA 23803.**

Any/all appeals received will be reviewed by a team of no less than two CRWDB Staff to determine compliance with the CRWDB protest process. If determined to be in compliance with the CRWDB protest process, the written protest will be forwarded to the CRWDB Executive Committee for review and reconsideration. The CRWDB Executive Committee shall determine the merit of the protest and make recommendations to the Executive Director and RFP Review Committee in regards to their determination and any actions deemed appropriate. The determination of merit and any recommendation(s) of the CRWDB Executive Committee shall be final. Nothing contained in this process shall create a right to funding or a right of appeal if the CRWDB Executive Committee does not in its sole discretion, recommend that the applicant's proposal be reconsidered by the CRWDB RFP Review Committee.

ATTACHMENT E  
Certification of Staff Eligibility  
(Criminal History)  
RFP #YSP-PY18-1

NAME OF ORGANIZATION \_\_\_\_\_

Pursuant to VA Code § 22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor, their employees or subcontractors to have direct contact with students on school property during regular school hours or during school-sponsored activities, the school board shall require the contractor to provide certification that all persons who will provide such services have not been convicted of a felony or any offences involving the sexual molestation or physical or sexual abuse or rape of a child.

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

As part of this submission, I certify that the employees of, and/or subcontractors to, the above mentioned contractor that will be providing services that require direct contact with students to the School Board(s) under the resulting contract will have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Furthermore, I understand that the duty to certify is ongoing and extends to future employees and employees of subcontractors for the duration of a contract with Crater Regional Workforce Development Board to provide such services.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title of Authorized Representative

**ATTACHMENT F**  
**ASSURANCES AND CERTIFICATIONS**  
**RFP # YSP-PY18-1**

The Crater Regional Workforce Development Board (CRWDB) will not award a contract where the Sub-recipient has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement, the Sub-recipient hereby certifies and assures that it will fully comply with the following:

- A. Assurances – Non-Construction Programs (SF 424 B)**
- B. Debarment and Suspension Certification (29 CFR Part 98)**
- C. Certification Regarding Lobbying (29 CFR Part 93)**
- D. Drug free Workplace Certification (29 CFR Part 98)**
- E. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)**

By signing the agreement, the Sub-recipient is providing the above assurances and certifications as detailed below:

- A. ASSURANCES – NON-CONSTRUCTION PROGRAMS. NOTE:** Certain of these Assurances may not be applicable to your project or program. If you have questions, please contact CRWDB.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Will give the CRWDB, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the contract; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
2. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.
3. Will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.
5. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance

**ATTACHMENT F**  
**ASSURANCES AND CERTIFICATIONS**  
RFP # YSP-PY18-1  
(Continued)

with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

6. Will cause to be performed the **required** financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
7. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

**B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.**

The prospective Sub-recipient certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by and Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

Where the prospective Sub-recipient is unable to certify to any of the statements in this certification, such prospective Sub-recipient shall attach an explanation to this proposal.

**C. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.**

The Sub-recipient Representative certifies, to the best of his or her knowledge and belief, that:

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 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.

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 employees of Congress, or employee of a Member of Congress in connection with this Federal



**ATTACHMENT F**  
**ASSURANCES AND CERTIFICATIONS**  
RFP # YSP-PY18-1  
(Continued)

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.

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.C. 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.

**D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.**

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F. I, the undersigned Sub-recipient, attest and certify that the Sub-recipient will provide a drug-free workplace by the following actions.

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sub-recipient 's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
  - a. The dangers of drug abuse in the workplace.
  - b. The policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation and employee assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the contract the employee will:
  - a. Abide by the terms of the statement.
  - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying the CRWDB in writing within ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected contract/Grant.
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b., with respect to any employee who is so convicted.
  - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
  - b. 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.

**ATTACHMENT F**  
**ASSURANCES AND CERTIFICATIONS**  
RFP # YSP-PY18-1  
(Continued)

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check ( ) if there are workplaces on file that are not identified here.

Check ( ) if an additional page was required for the listing of the workplaces.

**E. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:**

As a condition to the contract, the Sub-recipient assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

(1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age disability, political affiliation, or

belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA financially assisted program or activity;

(2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;

(3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

(4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

(5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Sub-recipient also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I – financially assisted program or activity. The Sub-recipient understands that CRWDB and the United States has the right to seek judicial enforcement of the assurance.

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Sub-recipient Organization

CRWDB is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Virginia Relay Service at 711.