

Crater Regional Workforce Development Board (CRWDB)  
**Request for Proposal (RFP) for One-Stop Operator**

Workforce Innovation and Opportunity Act (WIOA)  
**RFP - OSO-PY20-01**

**Release Date**  
November 30, 2020

**Proposal Deadline**  
**December 30, 2020 - 3:00 p.m. Eastern Time**

**Initial Contract Period**  
Date of Award to June 30, 2022

**Contract Renewal**  
*A Contract awarded under this RFP may be renewed for up to two (2) twelve (12) month periods, after completion of the Initial Contract Period, at the sole discretion of the Chief Elected Officials (CEOs) and the CRWDB.*

**RFP Clarifications/Questions**  
Clarifications to RFPs and answers to questions not contained in RFPs, as applicable and appropriate, will be posted on the CRWDB Website at [www.vcwcraterregion.com](http://www.vcwcraterregion.com) without further notice.  
**Deadline to request clarifications and ask questions is December 16, 2020 by 3 PM.**

**Contract Person**  
Sophenia H. Pierce, Executive Director  
Crater Regional Workforce Development Board  
22 West Washington Street Petersburg, VA 23803  
[spierce@vcwcraterregion.com](mailto:spierce@vcwcraterregion.com)

Funding for Local Workforce Area 15 One-Stop Operator is provided by the U.S. Department of Labor through the WIOA. Any/All contract(s) resulting from this RFP will be 28.3% (\$21,225.00) funded by WIOA Title I funds and 71.7% (\$53,775.00) funded by other WIOA funds. Zero (0) percent of the funding for contract(s) resulting from this RFP will be funded by non-federal sources. The total amount of WIOA funds available for contract(s) resulting from this RFP is \$75,000.00.

Contracts resulting from this solicitation shall not discriminate against any person or organization submitting a proposal pursuant to this RFP because of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, sex stereotyping, transgender status, and gender identity), age, genetics, protected veteran status, sexual orientation, gender identity or expression disability status, political affiliation or belief, national origin, or other bias prohibited any other characteristics protected by law. The Crater Regional Workforce Development Board is an Equal Opportunity Employer/Program funded 100% by the U.S. Department of Labor Workforce Innovation and Opportunity Act and a proud partner of the American Job Center Network. Auxiliary aids and services are available upon request to individuals with disabilities. TDD/TTY 711.

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# **Crater Regional Workforce Development Board**

## **Workforce Innovation and Opportunity Act**

### **One Stop Operator Services**

#### **SECTION 1: Introduction, Purpose and Requirements**

##### **A. Introduction**

Crater Regional Workforce Development Board (CRWDB) serves the following localities: Dinwiddie, Greensville, Prince George, Sussex, and Surry Counties as well as the Cities of Colonial Heights, Emporia, Hopewell, and Petersburg. These jurisdictions are collectively known as Local Workforce Development Area (LWDA) 15. The CRWDB members are appointed by the Chief Elected Officials (CEOs) of the jurisdictions listed above.

In partnership, the CRWDB and CEOs oversee the provision of the programs and services required by the Workforce Innovation and Opportunity Act (WIOA) of 2014. WIOA requires each workforce board to have, in their workforce region, at least one Comprehensive One-Stop Center. One-Stop Centers are, by design, “one-stop shopping” locations where jobseekers and businesses can obtain information/supports/services related to obtaining/maintaining/improving employment. One-Stops also provide access to services that assist jobseekers with ameliorating barriers to employment, e.g., disabilities, homelessness, legal history, low academic achievement, etc. It is CRWDB’s desire, to the best of its ability, to provide a holistic approach to serving its customers.

CRWDB operates the following Centers-One (1) Comprehensive One-Stop Center at 22 W. Washington St. Petersburg, VA 23803 and One (1) Affiliate One-Stop Center located at 1300 Greensville County Circle Emporia, VA

CRWDB is soliciting proposals to select one (1) qualified service provider to serve as the One-Stop Operator for its Petersburg and Emporia, VA One-Stop Centers.

##### **B. Purpose of the RFP**

CRWDB is issuing this RFP in accordance with Section 678.605(a) of the WIOA Rules and Regulations in order to solicit proposals from qualified public or private entities to serve as the One-Stop Operator for LWDA 15 in order to facilitate efficient and effective coordination of existing service providers and partner organizations, and provide for enhancements to the System that will support the ongoing continuous improvement of services and performance outcomes.

The One-Stop Operator will be responsible for the coordination of service delivery provided through a network of one (1) Comprehensive and one (1) Affiliate Center. The One-Stop Operator will also assist with the One-Stop Centers’ Certification and other processes to ensure the Centers’ continued compliance with WIOA and other relevant State and Federal regulations. The One-Stop Operator will work under the direction of the CEOs through the CRWDB under the supervision of the CRWDB Executive Director. In addition, the One-Stop Operator will work closely with the One-Stop Local Partner Managers and the One-Stop Partners

Consortium to ensure proper operation of the Centers.

The One-Stop Operator entity will employ a full-time One-Stop Center Manager to carry out the responsibilities and day-to-day activities of the Operator as outlined in this RFP. It is acceptable for the Operator entity and Center Manager to be one in the same, e.g., a sole proprietorship. However, regardless of the entity's personnel/organizational structure, all requirements of both the Operator entity and the Center Manager position must be met at all times during the performance period. The Center Manager must be housed within the Crater Regional Workforce Center at 22. W. Washington Street, Petersburg, VA and will be required to travel to CRWDB's Emporia-Greenville Center at least twice per week, as well as to other community-based meetings/activities. Note: No access to a vehicle will be provided by CRWDB or any of the One-Stop Partner Agencies. Mileage reimbursement for required travel may be provided based upon CRWDB's travel reimbursement policy.

All WIOA funded services must be delivered in accordance with the WIOA Rules and Regulations, related guidance from the Department of Labor, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Commonwealth of Virginia Laws and Regulations, and policies and guidelines set forth by the CEOs and CRWDB of LWDA 15.

### **C. Highlights of the Workforce Innovation and Opportunity Act (WIOA)**

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 this RFP, and any final contract(s) negotiated with the successful proposer(s) 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 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:**

- ***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.
- ***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.
- ***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 (OJT), with employers.

**The Act 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)

All WIOA funded services must be delivered in accordance with the Final WIOA Rules and Regulations, related guidance from the Department of Labor, OMB Uniform Guidance on Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Commonwealth of Virginia Laws and Regulations, and policies and guidelines set forth by the VBWD, VCCS, and the CRWDB.

**D. Solicitation**

CRWDB hereby solicits proposals from qualified entities, using a competitive proposal process, to serve as the One-Stop Operator 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 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 (a) reject any and all proposals, or (b) to accept or reject any or all terms in the proposal(s).
- 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. Proposers are encouraged to submit a proposal that will provide the residents of LWDA 15 with the best quality and cost-effective option for the services being requested.

## **E. RFP Release, Timeline and Questions**

### **Tentative Timeline**

**Note: Dates may be subject to change.**

RFP Release Date:	November 30, 2020
Non-mandatory VIRTUAL Pre-Proposal Conference, instructions can be found on <a href="http://www.vcwcraterregion.com">www.vcwcraterregion.com</a> 3:00 p.m. – 4 p.m.	December 11, 2020
Final Deadline for Questions in Writing	December 16, 2020
RFP Response Due Date by 3:00 p.m. EST	December 30, 2020
Evaluation Period, Oral Presentations & Contract Negotiations	January 6, 2021 to February 15, 2021
Review/Approve by the : CRWDB Chief Elected Officials Consortium	February 25, 2021 March 22, 2021 Tentatively
Tentative Date for Service Delivery to Begin	To Be Announced

Beginning November 30, 2020, the RFP will be available on [www.connectva.org](http://www.connectva.org) and on the CRWDB website at [www.vcwcraterregion.com](http://www.vcwcraterregion.com). If you have difficulty downloading the RFP, or have any questions, please contact Sopenia H. Pierce, CRWDB Executive Director, by email at [spierce@vcwcraterregion.com](mailto:spierce@vcwcraterregion.com)

The final date for questions to be submitted is December 16, 2020 at 3:00 p. m. Eastern Standard Time. All questions from proposers, other than those posed at the Pre-Proposal Conference, must be in writing and submitted to Sopenia H. Pierce at [spierce@vcwcraterregion.com](mailto:spierce@vcwcraterregion.com). All questions and answers will be posted as soon as possible on the CRWDB website at [www.vcwcraterregion.com](http://www.vcwcraterregion.com)

## **F. Submission of Proposals**

To be considered under this RFP, one (1) original and eight (8) signed and complete copies, and one (1) electronic copy (flash drive) of the proposal must be received by CRWDB either by mail or in-person **no later than 3:00 p.m.** \*Due to COVID-19, the Petersburg One Stop is open by appointments only. Security will be in place to receive in person submissions between **8:30 a.m. to 3 p.m. EST on December 30, 2020**. 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.

All proposals must be sealed and labeled with **RFP - OSO-PY 20-01** and include the Proposer's Name and Address on the outside of the package.

Proposals, including all documents and attachments, will not be returned.

### **Proposals must be submitted to:**

CRWDB  
ATTN: Executive Director  
22 W. Washington St.  
Petersburg, VA 23803

**Note: COVID Business Hours are 8:30 a. m. to 12:30 p. m. Eastern Time. Monday-Friday**

## **G. Proposer Eligibility and Qualifications**

The One-Stop Operator must be an entity (public, private for profit or private nonprofit) or a consortium of entities that, at a minimum, includes three (3) or more of the required WIOA One-Stop Partners located in LWDA 15.

Such entities include the following:

1. Government agencies or governmental units such as: local or county governments, school districts and Federal WIOA Partners;
2. Employment Service State Agencies under the Wagner-Peyser Act, as amended by Title III of WIOA;
3. Indian Tribes or Tribal Organizations;
4. Educational Institutions, such as institutions of higher education, non-traditional public secondary schools such as night schools and area career and technical education schools (however, elementary and other secondary schools are not eligible to become a One-Stop Operator);
5. Community based organizations, nonprofit entities, or workforce intermediaries;
6. Other organizations capable of carrying out the duties of the One-Stop Operator, such as a local chamber of commerce, other business organization, or labor organization;
7. Private for-profit entities;
8. A consortium of entities that includes at least three (3) or more of the WIOA Required One-Stop Partners listed under Section 678.400(b) of the WIOA Final Rules and Regulations that are located in LWDA 15. Please see Attachment C.

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. No contract(s) awarded under this RFP may at any time be subcontracted without the written prior approval of CRWDB.

In that regard, proposers should at a minimum have the following:

1. Prior experience coordinating, managing, and/or delivering services within a One-Stop Center or substantially similar operation;
2. Successful history of achieving specified performance measures;
3. Working knowledge of the WIOA Law and Final Rules and Regulations, and Uniform Guidance;
4. Familiarity with the labor market and related dynamics of the Crater Region; and,
5. Familiarity with the required WIOA One-Stop Partner Organizations in LWDA 15 and the services they provide;
6. The financial ability/stability to incur, on a short-term basis, the costs associated with the provision of the activities outlined in this RFP as the One-Stop Operator will be compensated on a reimbursement basis.  
*(Operator incurs costs, completes a monthly reimbursement request to CRWDB, reimbursement request is processed and payment disbursed. This process may take up to 60 days.)*

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 One-Stop Operator under this RFP will be considered a sub-recipient of a Federal Award.

The One-Stop Operator (Center Manager position only) is required to be physically located within CRWDB's Virginia Career Works-Petersburg Center, 22 W. Washington St. Petersburg, VA 23803. One private office to include rent, utilities, office furnishings, computer/printer/internet, landline and cellular telephone (1 of each), and basic office supplies will be provided for the One-Stop Operator's Center Manager within the 22. W. Washington St. Center at no cost (costs for these items should not be included in the proposer's budget). The One-Stop Operator's -Center



Manager will be required to travel to the Emporia-Greenville Center on a routine basis (travel between the two One-Stop Centers is not reimbursable).

## **H. 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. Any information contained in proposals that is considered by the proposer to be proprietary should be labeled as such.
- All pages should be numbered on 8 1/2" X 11" paper with size 12 font. Proposals must be bound and separated by dividers or tabs as indicated below:

The proposal should be organized in the following order:

<b>Tab 1: Introduction</b>
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- Cover Sheet (Submission Form - Attachment 2)
- Executive Summary Profile which includes the proposing organization's ownership, products or services, qualifications, financial status, and other pertinent information.

<b>Tab 2: General Criteria - Provide the following:</b>
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- Organizational Chart
- Resumes/Job Descriptions for Key Staff who will be assigned to work on projects or providing services
- Past Experience and Performance (WIOA preferred)
  - Description of the Proposer's understanding of the requirements contained in the Scope of Work. Include how relationships with existing partners will be maintained and new partners engaged.
- Grant Funded Service Delivery Experience
  - Success on projects that are the same or substantially similar to that which is requested under this RFP.

<b>Tab 3: One Stop Services: Workforce Center Operations Narrative</b>
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Describe how you will perform or provide the following (including who is responsible):

- Service Area and Operational Parameters (locations, hours of operation, staffing, etc.)
- Documentation and Description of One Stop Operator (partners and roles)
- Functional Teams for Integrated Service Delivery
  - In detail, explain the Delivery of Services approach to be used to meet all the requirements identified in the Scope of Work-RFP Section 2.

<b>Tab 4: References (Attachment D) and three (3) letters of endorsement from WIOA-mandated One-Stop Partner and/or other employment-related service organizations.</b>
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- LWDA 15 current One-Stop Partner Organizations are listed on Attachment C for reference.

<b>Tab 5: Price Proposal Form (Attachment B)</b>
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- Budget
- Budget Narrative

<b>Tab 6: Assurances and Certifications (Attachment F)</b>
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<b>Tab 7: Other Appendices as determined by the Proposer.</b>
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## **I. Price Proposal**

Complete and provide the Price Proposal Form (Attachment B) with your proposal. The proposed total price should reflect the period of July 1, 2021 to June 30, 2022 and has a budget of \$75,000 available during the stated period.

## **J. Evaluation Criteria/Selection Process**

Offerors are to make written proposals, which present the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the CRWDB may properly evaluate your capabilities to provide the required goods/services.

Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

<b>EVALUATION CRITERIA</b>	<b>WEIGHT</b>
<b><u>Organization Background, Qualifications, Performance History</u></b> 1. Understanding of role of the one stop in workforce programs and services on a national, state and geographic rural area scale 2. Demonstrated understanding and proposed approach to provide the Scope of Work identified in this RFP. 3. Successful experiences of proposer providing the same and substantially similar services 4. One Stop Partner Endorsements/References from a variety of other sectors	40
<b><u>Proposal Narrative</u></b> 1. Partner development plan that includes strategies for engaging various sectors and career pathway approaches 2. Detailed Outreach plan to job seekers, workers, partners and business 3. Experience(s) with implementing certification of a One-Stop center	30
<b><u>Administrative - Staffing Plan and Organizational Chart</u></b> 1. Staffing structure at the Crater Workforce Centers, satellite center and/or corporate structure 2. Example of tentative staffing schedules and/or visits to centers 3. Organization's accountability structure	15
<b><u>Budget and Financial Management</u></b> 1. Accounting controls, systems to track expenditure, development of fiscal policies and procedures 2. Organization's ability to cover expenses until reimbursement dates and demonstrated ability to leverage financial or other in-kind resources 3. Audit and annual budget information	15
<b>TOTAL</b>	<b>100</b>

## **K. Evaluation of Proposals**

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

A Proposal Review Panel Team will be selected. This team will review and score proposals according to the established evaluation criteria. The Review Panel Team may select up to the top three (3) ranked 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.

Should the Review Panel Team determine that only one (1) Proposer is fully qualified or that one (1) Proposer is clearly more highly qualified than others, a contract may be negotiated and subsequently awarded to that Proposer, if the Review Panel Team finds in its sole discretion that such a selection is in the best interests of the LWDA 15.

#### **L. Proposal Rejections/Appeal Process**

- See Attachment E.

## **SECTION 2: SCOPE OF WORK**

### **A. Background**

The One-Stop Operator will work in cooperation with all One-Stop Partner Organizations and service providers in order to provide for the day-to-day coordination of services delivered through the One-Stop System within LWDA 15. The One-Stop Operator will be responsible for managing/assisting with the management of coordinated access to all required customer services as required of/desired by Crater Region's fully integrated, partner led, One-Stop System.

As the One-Stop System requires multiple partners to deliver services, effective collaboration and coordination amongst all is essential. In that regard, it is paramount that the One-Stop Operator develops and maintains those critical relationships on an ongoing basis, while also being astute to the identification of new partners or increased contributions from existing partners, in order to underpin the continuous improvement of the One-Stop System.

The LWDA 15 Chief Elected Officials, in partnership with the CRWDB, have determined that the One-Stop Operator/Manager will be directly supervised by the CRWDB's Executive Director to carry out the responsibilities listed below.

### **B. Responsibilities**

The responsibilities of the One-Stop Operator are listed below.

1. Facilitate the activities of the One-Stop System Partner Committee, conduct regular meetings and solicit feedback regarding the ongoing operations of the One-Stop System in order to support continuous improvement related to the goals of effective and efficient service delivery; timely customer responsiveness; excellent customer service; accessibility; and, performance accountability.
2. Engage new and existing One-Stop System partner organizations in order to maximize their contributions as necessary to advance the One-Stop System's efficiency and effectiveness.
3. Assist, under CRWDB leadership, with the development and management of MOUs with One-Stop System Partners. Alert CRWDB Executive Director as to possible changes that may have a bearing on the operation or financial MOU specified partner contributions.
4. Under guidance of the CRWDB, coordinate with the partners and service providers in order to ensure the effective and efficient delivery of WIOA Basic Career Services to customers that provide "partner driven and shared solutions" for all One-Stop System activities/services and identify opportunities for service delivery improvements.

5. Develop, with partner input and coordination with CRWDB, an electronic version of orientation.
6. Promote effective, integrated cross-agency business practices in the One-Stop System by partners and promote One-Stop System staff professional development activities.
7. Facilitate the One-Stop Center certification process and promote ADA compliance within the Centers. Work with CRWDB to meet ADA accommodations or to make ADA changes as needed.
8. Develop and manage ongoing customer satisfaction survey and employer engagement processing for all One-Stop System customers and develop plans to remedy any issues that arise in order to support the goal of continuous improvement.
9. Oversee, coordinate initiatives and activities with CRWDB Business Services Committee and Business Solution Team(s).
10. Develop and administer the One Stop system's standard operating procedures manual that will cover the day-to-day operations of the workforce centers, such as hours of operation, staff coverage, site supervision, holidays and inclement weather plans, emergency management plans and ensure that it adheres to all applicable federal, state, and local rules, regulations, and policies.
11. Research and identify best practices from other Local Workforce Development Boards (LWDB) for incorporation into the One-Stop System service delivery model.
12. Monthly, provide dash board and narrative reports to the CRWDB Executive Director and provide presentations on outcomes as requested during quarterly meetings.
13. Act as the first line intermediary to proactively address and resolve problems related to partner roles, relationships, and coordinated responsibilities.
14. Serve as point of contact in the centers for all technology issues and make the necessary arrangements to resolve such issues.
15. Monitor equipment and center supplies on a regular basis to identify issues or concerns that need to be addressed.
16. Work with the CRWDB Staff to identify and address building maintenance related issues.
17. Engage with businesses to provide access to facilities, plan hiring events/job fairs, and provide information of job openings to program participants.
18. Conduct public outreach and build community awareness regarding the One-Stop Center programs, initiatives, activities, and services while producing and disseminating a monthly calendar containing all upcoming events.
19. Ensure that the Comprehensive Center is operating in accordance with the requirements shown under Sections 678.305 and 678.310 of the WIOA Final Rules and Regulations, respectively.
20. Manage and support enhanced cooperation and coordination of partner programs and provide direct linkage access to clients and potential participants. This includes assisting the CRWDB Staff with development and regular maintenance of the: regional website ([www.vcwcraterregion.com](http://www.vcwcraterregion.com)), statewide referral portal (My Journey) and Virginia Career Works-Crater Region social media platforms (Facebook, LinkedIn, Twitter and Instagram).
21. Provide staffing for a center manager, at minimum, within the One-Stop center; the cost of staffing is anticipated to be shared through the infrastructure funding agreement.

### **C. Reporting Requirements**

The successful Offeror must submit monthly dashboard and narrative reports to include, at a minimum, the reporting elements as listed below.

- Number of outreach and recruitment sessions and activities

- Number of participants using services
- Names of employers using One-Stop Center services; on-site or remotely
- Number and type of One-Stop Center services used by employers
- Number and type of non-MOU partner services and Center usage
- Customer satisfaction and/or Employer Engagement survey results
- Number of community outreach and awareness building activities

#### **D. Financial Management Requirements**

The successful Offeror must have in place the financial management requirements as listed below.

1. Fiscal management policies that demonstrate the segregation of duties from the originator of expense and actual payment of such expense. Must clearly delineate administrative cost versus programmatic cost and not more than 10% of funds may be expended for administrative related cost.
2. Financial capacity to operate its proposed program for approximately 30 days after the submission of the required reimbursement request and substantiating documentation. The startup period may require a period of 60-75 days (30 to 45 days for the initial invoice submittal in addition to approximately 30 days to receive reimbursement).
3. The Offeror will be subject to the provisions of The Single Audit Act (as amended), Pub. L. 98-502, the Offeror shall have an independent audit performed annually in accordance with 2 CFR § 200.501; contractors expending \$750,000 or more in federal awards from all sources within the entity's fiscal year must procure and have a single audit conducted.

#### **E. Basic Administrative Requirements**

The successful Offeror must have in place the basic administrative requirements as listed below.

1. Written program operational policies, submitted to the CRWDB within 30 days of award. The policies must indicate how service delivery is documented and maintained, and when appropriate, processed for payment and/or referral, and validation that the service was rendered.
2. Staff, in the appropriate positions, that are able to read, interpret, and apply WIOA Federal regulations, and staff that are able to read, interpret, and apply State, and Local policy to program implementation.
3. Staff person dedicated to training staff on program implementation, including changes to Federal, State, and Local policy and procedures.
4. Staff, at the appropriate levels, to: serve on or attend Board and/or operations focused meetings; develop partner collaborations/technology solutions/business services; or planning work group meetings.
5. Customer satisfaction/Employee Engagement Survey and process to administer and report results monthly to the CRWDB. This process will be reviewed and approved by the Board.
6. Staff person tasked with collecting, compiling, analyzing, reporting, and disseminating a monthly dashboard and narrative report to the CRWDB.

#### **F. Crater Regional One-Stop Center Locations, Operation Requirements & RFP Site Visit**

A. Virginia Career Works-Petersburg Center  
22. W. Washington St.  
Petersburg, VA 23803

B. Virginia Career Works-Emporia Center  
1300 Greensville County Circle  
Emporia, VA 23847

Both of the aforementioned Center sites are to be maintained consistently on a weekly basis. Additional satellites sites may be considered as applicable and appropriate. Consistent site visits to satellite locations may be less frequent and are not mandatory.

Visits can be arranged for either/both sites by contacting Recie Small, CRWDB Staff at 804.732.5053 or by email at admin@vcwcraterregion.com. Site visits can be conducted until December 11, 2020 by appointment. **Note: CDC Guidelines for social distancing and screenings must be adhered to during site visits.**

### **G. Monitoring and Compliance**

1. The successful Offeror must comply with current and future federal, state and local policy regulations while implementing WIOA program services.
2. The successful Offeror will be monitored by CRWDB staff, the CRWDB independent auditor, Department of Labor (DOL); and the Virginia Community College System (VCCS).
3. The successful Offeror will be monitored and/audited at least one time with the option of quarterly reviews in a full program year. The monitoring will consist of a programmatic, administrative and fiscal review.
4. The successful Offeror must be prepared to provide a written response to the review and if needed corrective action. The corrective action plan will be reviewed and input provided by the CRWDB as deemed necessary; the plan will be monitored for adherence and/or adjustments to the plans implementation.

### **H. Customer Service, Outreach and Professional Development**

The successful Offeror must have a commitment to quality when serving business and job seeker customers within the CRWDB service region. The CRWDB strives to achieve a 100% satisfaction rate for job seekers, business customers, and workforce partners; in achieving this, the successful Offeror will be expected to participate in coordination, with the CRWDB, of quarterly feedback surveys of job seekers, business customers and workforce partners.

The successful Offeror will access the needs and make recommendations to the CRWDB budget cost associated with One-Stop Operations outreach supplies, professional development and Workforce Development Professional Credential. Describe the certifications, licensure, degrees and relevant experience of the Offeror's staff as related to these positions. The Offeror must include a plan for ongoing staff development to ensure up-to-date knowledge of federal regulations; state and local policies and procedures; workforce development trends; and One-Stop Center promising practices.

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

**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: §§ 2.2-4300 et seq. Code of Virginia.

**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, Commonwealth of VA, and local laws, rules and regulations, inclusive of, but not limited to, the Workforce Innovation and

Opportunity Act (WIOA) of 2014, as amended, or any other federal, Commonwealth of VA, or local funding

source that may be identified.

**1. ETHICS IN PUBLIC CONTRACTING:** Proposing organizations certify that their proposals are made without collusion or fraud and that 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.

**2. 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.

**3. 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 Commonwealth of Virginia, relating to the services purchased by CRWDB under said contract.

**4. 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.

**5. 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 CRWDB.

**6. 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 which it is invalid or unenforceable, shall not be affected, and each provision of this contract shall be valid and enforced to the full extent permitted by law.

**7. 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.vcwcrafterregion.com](http://www.vcwcrafterregion.com) 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.

**8. SUBRECIPIENT STATUS:** An entity that is awarded a contract as a result of this RFP will be considered a Subrecipient of a Federal Award.

**9. 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.

**10. 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.

**11. 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.

**12. 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. Additional



actions may be taken as allowed/required by law.

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

**14. 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.

**15. 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.

**16. 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.

**17. RECORDS RETENTION:** Contractors agree to retain all books, records, and other documents relative to contracts for five (5) 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 five (5) 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.

**18. 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.vcwcraterregion.com](http://www.vcwcraterregion.com), without further notice.

**19. 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 Contractors and descriptive literature of specifications submitted with Contractors' proposals. This section does not apply to contracts with Federal, State, or Local Governments or their agencies.

**20. 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. This 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.



- 21. CONTRACT AWARD:** CRWDB will enter into a contract with the selected proposer under this RFP. The initial contract will be for the period agreed upon by the Contractor and the CRWDB. Thereafter, the contract may be renewed 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.
- 22. EXTENSIONS OF CONTRACT:** The CRWDB reserves the right to extend the Contract for any reason for a period or periods up to but not to exceed 12 months. Extensions may be exercised when the CRWDB and/or the Chief Elected Officials determines that an extension of the Contract is advantageous to the CRWDB.
- 23. HUMAN TRAFFICKING:** Executive Order 13333 requires the termination without penalty of any contract, if the Contractor engages in human trafficking.
- 24. 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 of Workforce Development. The aforementioned documents can be found at [www.vcwcraterregion.com](http://www.vcwcraterregion.com)
- 25. CERTIFICATIONS AND ASSURANCES:** All Certifications and Assurances listed in ATTACHMENT F of this RFP are hereby incorporated into this RFP by reference and will be made a part of any contract(s) entered into by CRWDB as a result of all RFPs.

**ATTACHMENT A  
PROPOSAL SUBMISSION FORM  
RFP - OSO-PY20-1**

<b>RFP Number:</b>	RFP - OSO-PY20-1
<b>Proposal Name:</b>	One-Stop Operator CRWDB
<b>Due Date and Time:</b>	November 20, 2020 at 3:00 p.m. Eastern Time

**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  
PROPOSAL SUBMISSION FORM (Continued)  
RFP - OSO-PY20-1**

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

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

*or*

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

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**3. 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.

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

Is the Proposer's business SWaM Certified? \_\_\_\_\_ Yes \_\_\_\_\_ No  
(If Yes, attach Certification Documentation)

**5. 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 & Budget Narrative)  
RFP - OSO-PY20-1**

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

**Budget**

Line No.	Line Item Description	Amount
01	<b>Personnel</b>	
02	<b>Fringe Benefits</b>	
03	<b>*Administrative costs</b> (e.g., business insurance, audits, agency rent/utilities) (Not to exceed 10% of the total contract amount)	<b>\$7,500.00</b>
04	<b>Travel</b> (routine travel between the CRWDB's One-Stop Centers by the Manager is required and not considered a reimbursable cost)	\$
-----	<b>TOTAL</b>	<b>\$75,000.00</b>

**\*Note:** The budget shall not include vehicle insurance. One-Stop Operator/staff must maintain at least the state-required minimum level of vehicle insurance on any vehicle that will be driven in the course of duty.

**\*Note:** Rent/utilities for one (1) private office within the Virginia Career Works-Petersburg Center, Petersburg, VA, basic office furnishings (e.g., desk, chair, file cabinet, computer/printer, etc.), communication equipment/service (internet, 1 office phone and 1 cell phone), and general office supplies (e.g., paper, printer-ink, file folders, etc.) for the One-Stop Operator's Center Manager will be covered by the One-Stop Partners within their Memorandum of Understanding Infrastructure Agreement. Proposers should not include these costs in their proposed budget.

**Budget Narrative:** Insert Budget Narrative here.

**ATTACHMENT C**  
**WIOA ONE-STOP PARTNER ENTITIES**  
**(As of the writing of this RFP)**  
**RFP - OSO-PY20-1**

**Required and Additional One-Stop Partners Serving LWDA 15 One-Stop Centers**

1. Programs authorized under Title I of WIOA, Including:
  - A. Adult Funding Stream (The WorkPlace)
  - B. Dislocated Worker Funding Stream (The WorkPlace)
  - C. Youth Funding Stream (Pathways-VA, Inc.)
  - D. Migrant and Seasonal Farmworker Programs Virginia Employment Commission (VEC)
2. Employment Services authorized under the Wagner-Peyser Act (VEC)
3. Adult Education and Literacy authorized under Title II of WIOA (Southside Programs for Adult Continuing Education (SPACE))
4. The Vocational Rehabilitation Program authorized under Title I of the Rehabilitation Act of 1973 (Virginia Department for Aging and Rehabilitative Services (DARS))
5. Career and Technical Education Programs at the post-secondary level authorized under the Carl D. Perkins Act of 2006 (John Tylor Community College and Southside Virginia Community College)
6. Trade Adjustment Assistance under the Trade Act of 1974 (VEC)
7. Department of Social Services (Petersburg DSS)
8. Jobs for Veterans State Grant Programs authorized under Chapter 41 of Title 38, U.S.C. (VEC Bridge to Employment Program)
9. State Unemployment Compensation (VEC)

**Roles and Responsibilities of Required One-Stop Partners (Section 678.420 of the WIOA Final Rules and Regulations)**

1. Provide access to its programs or activities through the one-stop delivery system, in addition to any other appropriate locations;
2. Use a portion of funds made available to the partner's program, to the extent consistent with the Federal Law authorizing its program and applicable Federal Cost Principles, based on a reasonable cost allocation methodology, to support the infrastructure cost sharing of the one-stop delivery system;
3. Provide applicable career services;
4. Work collaboratively with the State and local Board to establish and maintain the One-Stop delivery system;
5. Enter into an MOU with the local Board consistent with section 678.500(b);
6. Participate in the operation of the One-Stop delivery system; and,
7. Provide representation on the State and local Boards, as required, and participate on local Board committees, as needed.

ATTACHMENT C  
One-Stop Partner Entities (Continued)  
RFP - OSO-PY20-1

One-Stop Entity Defined

(Section 678.415(a) of the WIOA Final Rules and Regulations)

WIOA stipulates that the entity that serves as either the required or additional partner is the grant recipient, administrative entity or organization responsible for administering the funds of the specific program in the local area. The term entity does not include the service providers that contract with, or are sub-recipients of the local administrative entity. For programs that do not include local administrative entities, the responsible State Agency must be the partner.

Additional One-Stop Partners

(Section 678.410 of the WIOA Final Rules and Regulations)

Other entities that carry out a workforce development program in the local area, including Federal, State or local programs in the private sector, may serve as additional partners in the one-stop service delivery system with the approval of the local Board and CEOs. These additional partners may include:

1. Federal, State or Local workforce development or workforce development programs in the Private Sector.
2. Employment and Training Programs administered by the Social Security Administration.
3. Employment and Training Programs carried out by the Small Business Administration.
4. Supplemental Nutrition Assistance Program (SNAP) Employment and Training Programs.
5. Client Assistance Program authorized under the Rehabilitation Act of 1973
6. Programs authorized under the National Community Service Act of 1990.
7. Other appropriate employment, education, or training programs operated by public libraries or the Private Sector.

**Note: Decisions made regarding the inclusion of additional One-Stop Partner Organizations are to be based on the additional services and resources that would result in a “value added” benefit to the One- Stop System and customers. The MOU and One-Stop System participation and infrastructure cost sharing requirements also apply to Additional One-Stop Partners, as stipulated under Section 678.700(c) of the WIOA Final Rules and Regulations.**

ATTACHMENT D  
REFERENCE PAGE  
RFP - OSO-PY20-1  
(Completed Form Shall Be Submitted with the Proposal)

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 D  
REFERENCE PAGE (Continued)  
RFP - OSO-PY20-1

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 E  
PROPOSAL REJECTION/APPEALS  
RFP - OSO-PY20-1

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:**
  - Name, address, email address, telephone number and fax number of protestor
  - Signature of protestor
  - Name of RFP
  - 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: Sophenia H. Pierce, Executive Director-CRWDB  
22 W. Washington Street, Petersburg, VA 23803**

**ATTACHMENT F**  
**ASSURANCES AND CERTIFICATIONS**  
**RFP - OSO-PY20-1**

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. 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. All changes to said Acts, regulations, and directives are automatically incorporated into this RFP and any contract(s) resulting from this RFP. Any explanation provided with each assurance and certification below shall be construed as a brief overview of the requirement and not all-inclusive. All proposers are strongly encouraged to research, read and understand the full regulations associated with each of the assurances and certifications listed. Code references are provided where applicable.

In performing its responsibilities under a contract with CRWDB, the Sub-recipient (Contractor) hereby certifies and assures that it will fully comply with the following and all other applicable laws and regulations:

**A. Government-wide debarment and suspension, and government-wide drug-free workplace requirements:** All WIOA Title I grant recipients and subrecipients must comply with the government-wide requirements for debarment and suspension, and the government-wide requirements for a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988. References: 20 CFR 983.200 (d); 41 U.S.C. 8103 *et seq.*; 2 CFR part 182.

A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 186 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**B. Prohibition on Contracting with Corporations that have:**

Felony Criminal Convictions - WIOA Title I grant recipients may not knowingly enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal law in the preceding 24 months. Reference: P.L. 115-141, Division E, Title VII, Section 746.

Unpaid Tax Liabilities - WIOA Title I grant recipients may not knowingly enter into a contract with any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Reference: P.L. 115-141, Division H, Title V, Section 745.

**C. Mandatory disclosures:** All WIOA Title I recipients and subrecipients of Federal awards must disclose as required at 2 CFR 200.113, in a timely manner, in writing, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338 (remedies for noncompliance), including suspension or debarment.

References: 20 CFR 683.200 (h); 2 CFR 200.113; 2 CFR 200.338.

**D. WIOA, WIOA Final Rule, Virginia Board of Workforce Development, duly authorized waivers approved by the USDOL, and Local Workforce Area 15 Regulations:** Contractors shall comply with WIOA, relevant procedures, guidelines, and directives created by the Virginia Board of Workforce Development, and Local Workforce Area 15 regulations and policies. The Contractor further certifies that it has no commitments or obligations that are inconsistent with compliance with these and any other pertinent federal regulations and policies, and that any other agency, organization, or party which participates in the implementation of the programs funded pursuant to any resulting contract(s) shall have no such commitments or obligations. References: P.L. 113-128; 20 CFR parts 603, 651, 652 *et al*; §§ 2.2-2472 *et seq.* of the Code of Virginia.

**ATTACHMENT F**  
**ASSURANCES AND CERTIFICATIONS (Continued)**  
**RFP - OSO-PY20-1**

Nothing in the WIOA (including the amendments made by this Act) shall be construed to supersede the privacy protections afforded parents and students under section 444 of the General Education Provisions Act (20 U.S.C. 1232g).

**E. Nondiscrimination and Equal Opportunity Assurance:** No individual in the United States may, on the basis of race, color, religion, sex, national origin, age, disability, or political affiliation or belief, or, for beneficiaries, applicants, and participants only, on the basis of citizenship or participation in any WIOA Title I-financially assisted program or activity, be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any WIOA Title I-financially assisted program or activity. References: 29 CFR 38; WIOA Section 188. Additionally, the contractor(s) assure compliance with the following relevant regulations:

1. Equal Employment Directives;
2. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (P.L. 92-318);
3. The Age Discrimination Act of 1975, as amended;
4. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (P.L. 91-616);
5. The Americans with Disabilities Act of 1990 (P.L. 101-336).
6. Improving Access to Services for Persons with Limited English Proficiency (Executive Order 13166; USDOL Policy Guidance, Volume 68, Number 103, pages 32289-22305);
7. Title IX of the Education Amendments of 1972, as amended (P.L. 92-318).

**F. Section 504 of the Rehabilitation Act of 1973:** All contractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended; all requirements imposed by the applicable USDOL regulations, and all guidelines and interpretations issued pursuant thereto. References: 29 U.S.C. 794; 29 CFR 32.

**G. Titles VI, VII, and IX of the Civil Rights Act of 1964:** Contractor(s) shall comply with Titles VI, VII, and IX of the Civil Rights Act of 1964 and the regulations issued pursuant thereto. The contractor(s) shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin unless it is a bona fide occupational qualification reasonably necessary to the normal operation of the organization. The contractor(s) agrees to put in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause. Reference: P.L. 88-352.

**H. Veterans Priority of Service:** The Jobs for Veterans Act (P.L. 107-288) requires recipients to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010.

**I. Human Trafficking:** Executive Order 13333-Human Trafficking requires termination without penalty, if a subgrantee, contractor, or subcontractor engages in human trafficking. Reference: 22 U.S.C. 7104 (g).

**J. Nepotism:** 1. No individual may be placed in a WIOA employment activity if a member of that person's immediate family is directly supervised by or supervises that individual. 2. To the extent that an applicable State or local legal requirement regarding nepotism is more restrictive than this provision, then such State or local requirement must be followed. Reference: 20 CFR 683.200 (g)(1)(2).

ATTACHMENT F  
ASSURANCES AND CERTIFICATIONS (Continued)  
RFP - OSO-PY20-1

**K. Restrictions on lobbying:** All WIOA Title I grant recipients and subrecipients must comply with the restrictions on lobbying specified in WIOA sec. 195. References: WIOA sec. 195; P.L. 115-141, Division H, Title V, Section 503; 29 CFR part 93; 29 CFR Appendix A to part 93.

Byrd Anti-Lobbying Amendment - Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**L. Prohibition on Providing Federal Funds to ACORN:** Federal funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors. Reference: P.L. 115-141, Division H, Title V, Section 522.

**M. Restriction on the Promotion of Drug Legalization:** No Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances. Reference: P.L. 115-141, Division H, Title V, Section 509.

**N. Restriction on Purchase of Sterile Needles or Syringes:** No Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug. Reference: P.L. 115- 141, Division H, Title V, Section 520.

**O. Privacy Act:** No funds can be used in contravention of the 5 U.S.C. 552a or regulations implementing the Privacy Act.

**P. Health Benefits Coverage for Contraceptives:** Federal funds may not be used to enter into or renew a contract which includes a provision for drug coverage unless the contract includes a provision for contraceptive coverage. Reference: P.L. 115-141, Division E, Title VII, Section 726.

**Q. Restrictions on Health Benefits Coverage for Abortions:** Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion is due to a pregnancy that is the result of rape, incest, or other specified exceptions. Reference: P.L. 115-141, Division H, Title V, Sections 506 and 507.

**R. Clean air Act:** Contracts of amounts in excess of \$150,000.00 require the Contractor to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Act as amended. Violators must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). References: 42 U.S.C. 7401; 33 U.S.C. 1251-1387.

**S. Rights to Inventions Made Under a Contract or Agreement:** Rights to inventions made by nonprofit organizations and small business firms under government grants, contracts and cooperative agreements. CRWDB may retain the entire right, title, and interest to each invention subject to 35 U.S.C. 203 that is created or developed under this agreement with funds from this agreement. The VCCS and the USDOL shall have unlimited rights to any data first produced or delivered under this agreement. References: 37 CFR 401.2; 37 CFR 401; 35 U.S.C. 203.

**T. Buy-American:** All funds authorized in Title I of WIOA must be expended in compliance with secs. 8301 through 8303 of the Buy American Act.

References: 41 U.S.C. 8301-8305; WIOA sec. 502 (a), (b)(1).

**U. Virginia Child Labor Laws and Worker's Compensation Act, Procurement of goods obtained through child labor:** Contractor(s) must comply with all applicable sections of these regulations. References: P.L. 114-141, Division H, Title I, Section 103; §§Section 40.1-78 et seq. of the Code of Virginia; §§65.2 et seq. of the Code of Virginia.

**ATTACHMENT F**  
**ASSURANCES AND CERTIFICATIONS (Continued)**  
**RFP - OSO-PY20-1**

**V. Occupational Safety and Health Standards:** Contractors shall conform to the standards contained in the Occupational Safety and Health Standards for general industry (29 CFR 1910) inclusive of the

“Virginia Preface to OSHA Standards Book for General Industry.”

**W. Reporting of Waste Fraud and Abuse:** No entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. Reference: P.L. 115-141, Division E, Title VII, Section 743.

**X. Prohibition Against Text Messaging While Driving:** Executive Order 13513 prohibits texting while driving by Government Contractors, Subcontractors, recipients, and subrecipients.

**Y. Seat Belts:** Executive Order 13043 encourages recipients to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.

**Z. Fair Labor Standards Act Amendment for Major Disasters:** Changes to the “Maximum Hours Worked” section of the Fair Labor Standards Act of 1938 regarding major disasters. Reference: P.L. 115- 141, Division, H, Title I, Section 109.

**AA. Additional Fiscal and Administrative Requirements:**

1. OMB 2 CFR Chapter I, Chapter II, Part 200, et al. - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards dated December 26, 2013.
2. OMB 2 CFR Part 2900 - USDOL Exceptions to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards dated December 19, 2014.
3. Federal Funding Accountability and Transparency Act of 2006, P.L. 109-282, as amended by section 6202(a) of P.L. 110-252 (31 U.S.C. 6101).
4. Salary and Bonus Limitations pursuant to P.L. 115-141, Division H, Title I, Section 105.
5. Section 89 of the Internal Revenue Code

**BB. Virginia Freedom of Information Act:** Contractors shall conform to the Virginia Freedom of Information Act, §§ 2.2-3700 et seq. of the Code of Virginia, except as otherwise required by federal or state law, consistent with federal confidentiality requirements and with the Government Data Collection and Dissemination Practices Act, §§ 2.2-3800 et seq. of the Code of Virginia.

**CC. Virginia Public Procurement Act (VPPA):** This RFP, and any resulting contract(s), is subject to the provisions of the VPPA and any revisions thereto, which are hereby incorporated into this document by reference. Reference: §§ 2.2-4300 et seq. Code of Virginia.

**DD. 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 WIOA Title I funds, the contractor receiving funds pursuant to any contract(s) under this RFP shall clearly identify: a) The percentage of the total costs of the program or project that will be financed with WIOA Title I funds; b) The dollar amount of WIOA Title I funds for the project or activity; and, c) The percentage and dollar amount of the total cost of the project or activity that will be funded by non-federal sources.

**ATTACHMENT F**  
**ASSURANCES AND CERTIFICATIONS (Continued)**  
**RFP - OSO-PY20-1**

The Subrecipient (contractor) certifies and assures that it will comply with all regulations implementing the laws/regulations listed above. The assurance applies to the subrecipient's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the subrecipient makes to carry out the WIOA Title I-financially assisted program or activity. The Sub-recipient understands that CRWDB and the United States have the right to seek judicial enforcement of the assurance.

\_\_\_\_\_  
Name and Title of Authorized Representative of the Responder/Subrecipient

\_\_\_\_\_  
Signature of Authorized Representative of the Responder/Subrecipient

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Responder/Subrecipient Organization

Attachment F - Assurances and Certifications **MUST** be appropriately completed/signed and returned with the proposal.