

Crater Regional Workforce Development Board

Request for Proposal (RFP)

Adult and Dislocated Worker Services

Workforce Innovation and Opportunity Act (WIOA)

RFP - ADW-PY19-1

Release Date

February 13, 2019

Proposal Deadline

March 15, 2019 (4:30 p.m. Eastern Time)

Initial Contract Period

July 10, 2019 to July 9, 2020

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 Crater Regional Workforce Development Board (CRWDB) website at www.vcwcraterregion.com without further notice.

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Funding for Local Workforce Area 15 Adult and Dislocated Worker Programs is provided by the U.S. Department of Labor through the WIOA. Any/All contract(s) resulting from this RFP will be 100% funded by WIOA Title I funds. Zero (0) percent of the funding for contract(s) resulting from this RFP will be funded by non-federal sources. The ESTIMATED total amount of WIOA funds available for contract(s) resulting from this RFP is \$900,000.00.

Contracts resulting from this solicitation shall not discriminate against any person or organization submitting a proposal pursuant to this RFP because of race, color, creed, religion, gender, gender orientation, age, disability, ethnic group, national origin, or other bias prohibited by law. The Crater Regional Workforce Development Board is an Equal Opportunity Employer/Program funded 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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SECTION 1 Introduction, Purpose, and Requirements

1.1 Introduction

In compliance with the Workforce Innovation and Opportunity Act (WIOA) of 2014, the Crater Regional Workforce Development Board (CRWDB) seeks competitive proposals from qualified sources to provide services for the WIOA Adult and Dislocated Worker Programs in Local Workforce Development Area (LWDA) 15. LWDA 15, Known as “Crater Region”, includes the cities/counties of: Colonial Heights, Dinwiddie, Emporia, Greenville, Hopewell, Petersburg, Prince George, Sussex, and Surry.

The CRWDB seeks a provider of workforce services that can partner with the Board to move its mission, vision, and workforce-area forward.

CRWDB’s mission: To align workforce services to meet the needs of local employers for skilled and motivated workers.

CRWDB’s vision: To be the preferred human capital resource for businesses and jobseekers in the Crater Region by providing high-quality, outcomes-driven, services that are focused on the needs of our customers: employers, jobs seekers, and the community.

Every individual who receives workforce services in the Crater Region will have increased opportunities for employment and local employers will have access to a highly-skilled and dependable workforce. Combined, these outcomes will enhance economic growth and promote a high quality of life for the citizens of the Region.

The WIOA is customer-focused, placing job seekers and businesses at the center of the workforce system. Adult services are provided to help job seekers who are at least 18 years old succeed in the labor market. WIOA establishes a priority in the Adult program for serving low-income individuals, recipients of public assistance, veterans/spouses, and individuals lacking basic work skills. Dislocated Worker services are provided to workers who have lost their job, through no fault of their own. The goal of dislocated worker services is to help displaced individuals quickly become re-employed in in-demand industries. Under WIOA, adults and dislocated workers may access career services and training services. WIOA provides for a public workforce system that is universally accessible, customer centered, and facilitates access to training that is job-driven.

1.2 Purpose of the RFP

CRWDB is issuing this RFP in compliance with WIOA Rules and Regulations in order to solicit proposals from qualified public or private entities to serve as the provider of Adult and Dislocated Worker 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 that, at a minimum, meet the regulatory requirements and purpose of the WIOA.

CRWDB intends to award one (1) single contract based upon the availability of WOIA formula funding to the local area. All funds awarded under the terms of the RFP must be expended and reimbursed on WIOA-eligible Adults and Dislocated Workers.

It is anticipated that the successful offeror will begin service delivery July 10, 2019 and continue through July 9, 2020. 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 July 10, 2019-July 9, 2020, the **ESTIMATED** Adult/Dislocated Worker Contract amount will be \$900,000.00. Of the ESTIMATED contract amount, \$522,900.00 is targeted for Adult services and \$377,100.00 is targeted for Dislocated Worker Services. Of the ESTIMATED contract amount, Contractor(s) will be required to expend not less than \$323,000.00 on the purchase of training services for Adult participants and not less than \$233,000.00 on the purchase of training services for Dislocated Worker participants. These requirements are documented via completed line-items in the Budget section of this RFP.

The Adult/Dislocated Worker Services Provider will employ staff adequate to effectively provide Adult and Dislocated Worker Services to all nine (9) CRWDB localities. This will include not less than four (4) full-time 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 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 (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 requires 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.

1.4 Solicitation

CRWDB hereby solicits proposals from qualified entities, using a competitive proposal process, to serve as the WIOA Adult and Dislocated Worker 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 proposers are encouraged to submit a proposal that will provide the Adult and Dislocated Workers of LWDA 15 the best quality, most cost-effective, and outcomes-driven option for the services being requested.

1.4.1 RFP Release, Timeline, and Questions

RFP Release Date	February 13, 2019
Non-Mandatory Pre-Proposal Conference to be held at the CRWDB Offices located at 22 W. Washington St., Petersburg, VA 23803	February 28, 2019 2:00 p.m. Eastern Time
Final Deadline for Questions Submitted in Writing	March 01, 2019 4:00 p.m. Eastern Time
RFP Proposal Due Date	March 15, 2019 4:30 p.m. Eastern Time
*RFP Team makes recommendation to CRWDB Executive Director	April 12, 2019
*Executive Committee reviews RFP Team findings and makes recommendations	May 7, 2019
*CRWDB enters into discussions/negotiations with top-ranked proposer(s)	May 13, 2019
*CEOs meet to approve CRWDB Adult and Dislocated Worker Services Provider selection	May 20, 2019
*Contract negotiation complete	June 28, 2019
*Adult and Dislocated Worker Services Provider contract commences	July 10, 2019

***These dates are subject to change.**

Beginning February 13, 2019, the RFP will be available on the connectva website at www.connectva.org and on the CRWDB website at www.vcwcraterregion.com. If you have difficulty downloading the RFP, or have any questions, please contact Ryan Follett, CRWDB Executive Director, by email at admin@vcwcraterregion.com.

A non-mandatory Pre-Proposal Conference will be held on February 28, 2019, at 2:00 p.m. Eastern Time for perspective proposers. The location for the Pre-Proposal Conference is: The Virginia Career Works-Petersburg Center located at 22 W. Washington St., Petersburg, VA 23803.

The final date for questions to be submitted will be March 01, 2019, 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.

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, March 15, 2019. 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, and Friday, and 9:30 a.m. to 4:30 p.m. Wednesday.

All proposals must be sealed and labeled with **RFP - ADW-PY19-1** AND the proposer's name and address on the outside of the package.

Proposals (including 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 proposal 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 Adult and Dislocated Worker 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 prior written 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 adults and dislocated workers;
- B.** Successful history of achieving specified performance measures;
- C.** Working knowledge of the WIOA Law and Final Rules and Regulations and OMB Uniform Guidance – specifically with regard to the provision of Adult and Dislocated Worker 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 this RFP as the Adult and Dislocated Worker 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 sixty (60) days; and,
- F.** Adequate staffing to effectively provide adult and dislocated worker services to all nine (9) CRWDB localities. This will include not less than four (4) full-time direct-service-provision staff (case managers). The provider's direct service staff must be housed (home offices) within CRWDB's Regional Workforce Centers and/or other locations within the Crater Region, as designated by CRWDB.

Routine travel within, and on occasion outside 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 costs 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.

- Office space for 4 Case Managers at locations within the Crater Region as designated by CRWDB. Office spaces will include utilities, internet, and basic office furnishings.
- Up to 4 laptop computers, 4 printers, and 4 mice.
- Up to 4 cell phones and service.
- Basic office supplies, i.e., paper, ink, paper clips, tape, etc.
- Access to other necessary office equipment, i.e., copiers, fax machines, etc.
- Use of 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 WIOA; 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 proposal 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.

4. Organization's Experience and Past Performance - (1) Describe your organization's experience providing WIOA/WIOA-type programs to populations with significant barriers to employment and with priority-of-service as a component of eligibility and/or service-provision determination. (2) Describe your organization's success in meeting and/or exceeding predetermined performance measures.

5. Proposed Program - Provide a detailed description of the proposed program based on the Scope of Work in this RFP, WIOA regulations, and CRWDB's mission and vision, as well as the approach you intend to use to meet the requirements of the Scope of Work and WIOA regulations. 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, Woman-Owned, and Minority-Owned Business (SWaM) Certification - Provide SWaM certification documentation, if applicable.

9. Assurances and Certifications (Attachment E) - Review, sign, and include Attachment E in the response.

10. Other Appendices as determined by the Proposer

1.5.3 Price Proposal

Complete and include the Price Proposal Form (Attachment B) with your proposal. The proposed total price should reflect the period of July 10, 2019 to July 9, 2020 **only** and is not to exceed the ESTIMATED available funding of \$900,000.00 for the stated period.

1.5.4 Evaluation Criteria

Each proposal will be evaluated according to the following criteria:

- A. Demonstrated knowledge/understanding of WIOA regulations and the proposed approach to providing the Scope of Work and meeting CRWDB's mission and vision.
(35 possible points)
- B. Successful experience providing the same or substantially similar services.
(35 possible points)
- C. Experience, qualifications, and demonstrated knowledge of key personnel.
(20 possible points)
- D. Endorsements/references.
(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 Executive Director will present the outcome to the Board's Executive Committee for review/recommendations to proceed. Based on the Executive Committee's recommendation(s), CRWDB staff will select up to 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) Adult and Dislocated Worker Services Provider that can successfully implement and manage Adult and Dislocated Worker services consistent with the CRWDB One-Stop service delivery system; commit to several program elements deemed by CRWDB to be required components of the Adult and Dislocated Worker Program design, and recognize the direct oversight and leadership role the CRWDB/CRWDB staff shall maintain in managing service delivery contracts.

The selected provider will have diverse public and private partnerships within the Crater Region that will be leveraged in order to provide a “holistic” approach to Adult and Dislocated Worker service-provision. This will afford program participants supports/services to assist with removal/amelioration of barriers to employment, and training/employment opportunities that lead to living-wage career-pathways.

The Contractor shall implement WIOA Adult and Dislocated Worker Services and programs for the Crater Region that are consistent with WIOA regulations. In carrying out the direct-service requirements listed below, the Contractor shall:

- A.** Ensure WIOA funds are expended only for those individuals determined to be WIOA eligible in accordance with WIOA law and regulations.
- B.** Develop and implement all WIOA-funded services consistent with the goals and objectives of the U.S. Department of Labor, Virginia Community College System, and the CRWDB.
- C.** Coordinate services with partner organizations in order to avoid duplication of services. The “blending and braiding” of services/funds to maximize outcomes for program-participants is strongly encouraged.
- D.** Have the management and fiscal capacity to administer a complicated federal grant program and demonstrated experience in the operation of employment and training programs.
- E.** Understand that only costs directly related to the operation of the Region’s WIOA program, and properly justified with supporting documentation, will be allowable charges to the program. Required supporting documentation such as properly completed timesheets, travel reports, invoices, receipts, etc. must be maintained. Funds provided under WIOA shall not be used to supplant or duplicate facilities or services available in the area from other federal, state, or local sources.
- F.** Demonstrate a working knowledge of the WIOA, the Final Rules and Regulations, the key program services required under WIOA, an understanding of the required performance measures and strategies for achieving measures, and how the effective delivery of Adult and Dislocated Worker Services helps to align workforce and economic development efforts in the Crater Region.
- G.** Have demonstrated ability to be flexible and adapt quickly to change. Specifically, the agency/organization must operate within an infrastructure that can support the mobilization of existing staff, has the ability to increase staffing on short notice, to meet the demand for specialized/customized services in response to mass layoffs and/or new program services - conversely, a contractor must be able to reduce staff as necessary.
- H.** Be liable for any disallowed or illegal expenditure of funds or program operations conducted under their contract - resources used to reimburse disallowed/illegal expenses shall not come from federal funds.
- I.** Be required to use the VaWC case management system, as well as maintain hardcopy participant files. All books, records, documents, and papers relating to WIOA service delivery shall be retained by the contractor for a minimum of five (5) years following submission of the final expenditure report,

participant exit or data validation date, or until such time as any litigation, audit findings or other claims have been resolved and so certified by the CRWDB.

J. Be required to sign a contract for services, which will provide for the full indemnification and hold harmless of any liability to CRWDB for any activities conducted by the Contractor. This includes a full statement of responsibility for reimbursing the CRWDB for any costs or expenditures which are disallowed in an audit, or any other claims which might be made against a program operator by a WIOA participant or other interested party. The Contractor shall also be required to subscribe to the WIOA assurances and certifications.

K. Be able to offer cost-effective services.

L. Have an existing financial infrastructure sufficient to support the processing of contract-related expenditures, and the availability of non-federal financial resources to cover any costs incurred as a result of erroneous eligibility determinations and/or disallowed program activities.

M. Be registered (and in good standing) to conduct business in the Commonwealth of Virginia, and must not be the subject of any past or current federal suspension or disbarment proceedings.

N. Carry appropriate liability and workers compensation insurances.

2.2 Primary Direct Service Requirements

The “primary direct-service requirements” are considered by CRWDB to be the minimum level of acceptable direct-service to be provided by the Contractor. The list below is not intended to be all-inclusive of the services to be provided by the Contractor.

A. Provision of program orientation, One-Stop Center/services orientation, case management, career training, and other services to eligible adults and dislocated workers as defined in, and in compliance with, WIOA.

B. Management of the application process for adults and dislocated workers who are interested in accessing WIOA services. The application process will be developed and performed according to regulations as issued by the U.S. Department of Labor (USDOL), Virginia Community College System (VCCS), and the CRWDB.

C. Provision of eligibility determination for adults and dislocated workers entering WIOA programs. This determination will be performed according to regulations as issued by the USDOL, VCCS, and the CRWDB. The VaWC shall be the only system used in this process.

D. Provision of assessment services including assessment of basic skills, abilities, interests, evaluation of work history, assessment of barriers to employment, evaluation of support service needs, and other assessment activities that might be of value in assisting the participant. Assessment of participant needs should not be considered a “one-time” activity. Based on the individual’s circumstances, assessments may be appropriate at various times throughout the service-provision period. All assessment processes and tools must be approved prior to implementation and must be applied in a consistent and equitable manner.

E. In tandem with participant, develop, implement, and maintain Individual Employment Plans (IEPs) for each participant. IEPs should include the involvement of other agencies/services necessary to address barriers to employment and/or support service needs.

F. Provision of career planning services. This is an ongoing activity and, as prescribed by VCCS and the CRWDB, requires frequent interaction with the participant. Career planning activities are to be documented in the VaWC.

G. Provision of supportive services determined necessary for participant success.

H. Assisting participants with making informed choices in the selection of service providers for training.

I. Deliver or assist CRWDB in the delivery of rapid response services to dislocated workers.

J. Provision of information on the full-array of services that are available through the One-Stop system and other providers/partners.

K. Adherence at all times to the Priority of Service policy and procedures established by the CRWDB.

L. Provision of follow-up services for all participants who exit the program, consistent with WIOA, VCCS, and CRWDB regulations and policies.

M. Develop and implement a recruitment/outreach plan (promoting the full array of services available in the One-Stop Centers) to reach potential WIOA-eligible customers throughout the Crater Region.

The Contractor shall clearly state the sponsorship of WIOA, along with all other legally-required statements, on all written and electronic materials developed with WIOA funds OR promoting WIOA services/performance, including Contractor annual reports, presentations, advertising materials, etc.

N. Participation in the delivery of group and one-to-one information sessions with partner organizations.

2.2.1 Additional 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 One-Stop Partners (including the Adult/Dislocated Worker Services Provider). The Adult and Dislocated Worker Services Provider will provide services to compliment 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 available 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 the resource rooms
- Referrals to other programs and services available through the One-Stop System

2.3 Staff Requirements

A. All staff funded with WIOA funds shall have a written job description with roles and responsibilities specific to the delivery of WIOA services as specified in this RFP.

B. The Contractor must be willing to maintain maximum staff flexibility to allow for the mobilization of appropriate staff to meet new and/or unexpected service delivery demands within the Region.

C. The Contractor will assign a staff person to serve as the Contract Manager to work with CRWDB on all issues related to carrying out the terms and conditions of the Contract between CRWDB and the Contractor.

D. The Contractor will ensure that WIOA-funded staff, at a minimum, have the following skills, knowledge and abilities:

- 1) Customer service skills
- 2) Computer literacy skills sufficient to perform data collection and data entry functions
- 3) Knowledge of labor market information and resources/tools for obtaining said information
- 4) Purpose and desired outcomes of workforce development programs
- 5) Knowledge of skills and work readiness assessment techniques and tools
- 6) Ability to actively and effectively function in a "team" environment
- 7) Fiscal staff will be knowledgeable in OMB guidelines applicable to basic cost allocation plans, budgeting, system payment processes, training payments, etc.

E. The Contractor shall ensure that all staff hired to work under this contract are trained in the following areas:

- 1) WIOA processes and procedures, specifically WIOA eligibility procedures and regulations, employment plans, and assessments

- 2) Conducting intensive assessments, including the use of specific assessment tools approved for use by USDOL, VCCS, or the CRWDB
- 3) Planning for successful performance outcomes
- 4) Information on re-employment services
- 5) The use of specific USDOL workforce development tools, e.g., Career Info Net, Career Service Locator, ONET
- 6) The use of Labor Market Information in determining career goals
- 7) The use of the VaWC data management system and reporting requirements
- 8) The rules and procedures governing confidentiality, AND ensure a signed confidentiality form is included in the personnel file of each WIOA-funded staff person

F. The Contractor shall have staff assigned to perform quality assurance functions, including internal compliance monitoring of WIOA services and data validation.

G. Contractor shall only request reimbursement of staff wages for time engaged in performance of WIOA activities.

2.4 Performance and Reporting Requirements

The Contractor shall be responsible for achieving WIOA primary indicators of performance. The primary indicators of performance will be revised each contract-year on an annual basis. Performance goals are tracked through the official state database system.

In addition to the state negotiated levels of performance, VCCS will work with LWDA 15 to establish local-area performance goals for WIOA Title I programs. The Contractor will be expected to achieve a **minimum** of **80%** of the negotiated state and local-area performance goals.

Performance Goals (Primary Indicators of Performance):

<u>Performance Indicator</u>	<u>Negotiated Level</u>
Adult Program - WIOA Requirements	
Employment Rate 2 nd Quarter After Exit	72%
Employment Rate 4 th Quarter After Exit	70%
Median Earnings 2 nd Quarter After Exit	\$5,500.00
Credential Attainment within 4 Quarters After Exit	70%
Measurable Skills Gain	N/A
Effectiveness of Core Programs Serving Employers	N/A
Adult Program - Local Requirements	
Local Level	
New Participant Enrollment	95
Job Placement Prior to Exit	45

Performance Goals Continued (Primary Indicators of Performance):

<u>Performance Indicator</u>	<u>Negotiated Level</u>
Dislocated Worker Program - WIOA Requirements	
Employment Rate 2 nd Quarter After Exit	80%
Employment Rate 4 th Quarter After Exit	80%
Median Earnings 2 nd Quarter After Exit	\$7,800.00
Credential Attainment within 4 Quarters After Exit	70%
Measurable Skills Gain	N/A
Effectiveness of Core Programs Serving Employers	N/A
Dislocated Worker Program - Local Requirements	
Local Level	
New Participant Enrollment	30
Job Placement Prior to Exit	20

The Contractor must demonstrate achievement of the above outcomes on an annual basis. The Contractor will provide CRWDB a written monthly report, within 10 business-days following the end of each calendar-month, documenting progress towards at least the local requirements listed above. The Contractor will provide CRWDB a written report within 15 business-days following the end of each Program-Year-Quarter, documenting progress towards ALL Performance Indicators listed above. It is suggested that the monthly and quarterly reports include information regarding corrective actions being taken to address any areas of performance needing improvement.

In response to the monthly and quarterly reports, CRWDB may require the Contractor to develop a formal Corrective Action Plan. All Corrective Action Plans shall be subject to CRWDB approval. Failure to obtain an approved Corrective Action Plan, or to reach outcome targets after an approved plan has been implemented, may be considered unsatisfactory Contractor performance.

The CRWDB reserves the right to adjust reporting requirements, upon mutual agreement with the Contractor, if such adjustments are deemed necessary to meet program objectives. This may include ad-hoc reports requested by USDOL, VCCS, and/or CRWDB.

2.5 Monitoring and Compliance

1. The Contractor must comply with current AND future Federal, State, and Local policy regulations while implementing WIOA program services.
2. The Contractor will be monitored by CRWDB staff, the USDOL, and VCCS. Monitoring will include, at least, programmatic, administrative, and fiscal reviews.
3. The Contractor shall be prepared to provide a written response to any monitoring and, if required, a Corrective Action Plan shall 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, needed adjustments, and 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, 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.

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.vcwcraterregion.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.

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, conditions, assurances, and certifications or any other aspect of the agreement, 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 provided for by law.

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 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.

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.vcwcraterregion.com) 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 TRAFFICING: Executive Order 13333 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.virginiacareerworks.com.

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 July 10, 2019-July 9, 2020. 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: All Certifications and Assurances listed in ATTACHMENT E of this RFP are hereby incorporated in this RFP by reference and will be made a part of any contract(s) entered into by CRWDB as a result of all RFPs.

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ATTACHMENT A
 PROPOSAL SUBMISSION FORM
RFP - ADW-PY19-1

RFP Number:	RFP - ADW-PY19-1
Proposal Name:	Adult/Dislocated Worker Program Services Provider
Due Date and Time:	March 15, 2019, 4:30 p.m. Eastern Time

1. PROPOSER INFORMATION

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

ATTACHMENT B
PRICE PROPOSAL
(Budget and Budget Narrative)
RFP - ADW-PY19-1

ORGANIZATION NAME: _____

Budget			
Budget Categories	Adult Program	Dislocated Worker Program	Total Budget
1) Personnel			
2) Fringe			
-----	-----	-----	-----
3) Administrative costs (i.e., bus. insurance; audits; agency rent/utilities, etc.). Not to exceed 10% of total contract amount	\$52,290.00	\$37,710.00	\$90,000.00
4) Travel (i.e., mileage reimbursement for direct-service staff in the line of duty)			
5) Staff Training (i.e., seminars, conferences, etc.)			
-----	-----	-----	-----
6) Supportive Services			
7) Participate Training	323,000.00	233,000.00	556,000.00
TOTAL	\$522,900.00	\$377,100.00	\$ 900,000.00

Budget Narrative: Insert Budget Narrative here.

**ATTACHMENT C
REFERENCE PAGE
RFP - ADW-PY19-1**

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 (Continued)
RFP - ADW-PY19-1**

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 \$

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ATTACHMENT D
PROPOSAL REJECTION/APPEALS
RFP - ADW-PY19-1

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 (2) 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 Team 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 Team.

ATTACHMENT E
ASSURANCES AND CERTIFICATIONS
RFP - ADW-PY19-1

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 E
ASSURANCES AND CERTIFICATIONS (Continued)
RFP - ADW-PY19-1

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 E
ASSURANCES AND CERTIFICATIONS (Continued)
RFP - ADW-PY19-1

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. Clear 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 E
ASSURANCES AND CERTIFICATIONS (Continued)
RFP - ADW-PY19-1

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 E
ASSURANCES AND CERTIFICATIONS (Continued)
RFP - ADW-PY19-1

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