



Request for Proposals

Shenandoah Valley Workforce Development Board, Inc.

Workforce Innovation and Opportunity Act

One Stop Operator Services

2017 - 2020

Release Date: February 28, 2017

Due Date: March 29, 2017 (3/29/2017) at 1:00 p.m. EST

Contract Period: July 1, 2017 to June 30, 2020

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Shenandoah Valley Workforce Development Board, Inc.

2017-2020 Workforce Innovation and Opportunity One Stop Operator Services

The Shenandoah Valley Workforce Development Board (SVWDB), Inc. is a 501(c)3, incorporated agency tasked with implementing, facilitating, and managing federal workforce development funds; partnering with various entities, both public and private; ensuring the delivery of quality services to job seekers, workers, and the business community through the Valley Workforce System. The SVWDB also serves as the regional convener of workforce development stakeholders and resources, in order to develop and improve the region's workforce through a comprehensive strategic vision, recently set forth in the 2017-2021 Local Plan. The mission of SVWDB is building partnerships to create workforce opportunities that cultivate business, grow jobs, develop people, and build community. The SVWDB values community, collaboration, innovation, transparency and integrity.

The Shenandoah Valley Workforce Development Board, Inc. (SVWDB) is seeking competitive proposals to provide One-Stop Operator services working with the SVWDB, job seekers, workers, businesses, contracted service providers, workforce partners, and community partners in the comprehensive one-stop service region at the Valley Workforce Center located in Harrisonburg, VA.

Current status of the Valley Workforce Center: SVWDB utilizes the branding Valley Workforce Center for the comprehensive center located at 160 North Mason St; Harrisonburg, VA. The comprehensive center is in the process of obtaining certification. In 2016, the Center location was selected and partners moved into the building. One of the certification requirements is full ADA compliance; SVWDB staff and the current one-stop operator worked with the landlord and required partners to bring the Harrisonburg Center to the required ADA compliance level. Final compliance approval is expected by June 30, 2017. All of the required partners are co-located in the center. There are also three optional partners with permanent space and many partners who utilize the shared spaces. The SVWDB staff, current operator, and partners are developing the Operational and Financial MOU. The selected operator will be expected to bring the center to full certification within the period that will be required by the SVWDB and by the WIOA Title I Administrator, the Virginia Community College System (VCCS). For the contract year 2017-2018 there are no plans to certify the Winchester and Fishersville Valley Workforce Center locations, but a possibility for the future. The contract may be modified to reflect additional Center certifications.

I. BACKGROUND

On July 22, 2014, the Workforce Innovation and Opportunity Act (WIOA) was signed into law replacing the Workforce Investment Act (WIA). The WIOA took effect on July 1, 2015 and new formal regulatory guidance for WIOA implementation was issued by The U.S. Department of Labor (DOL) on June 30, 2016. The Virginia Board for Workforce Development (VBWD), Virginia Community College System (VCCS) and SVWDB continue to review regulations and will release policies and procedures pertaining to program implementation and administration. Programs funded under this RFP must be prepared to make adjustments to programming to comply with present and forthcoming regulations, which include performance requirements. In Virginia, the VCCS is responsible for formula distribution of WIOA funds: 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 VBWD.

From a policy perspective, WIOA is designed to (a) help job seekers and workers access employment, education, training, and support services 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 Local 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.

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 WIOA youth, WIOA adult and dislocated worker, Wagner-Peyser employment services, education and literacy, and vocational rehabilitation.

II. PURPOSE

SVWDB hereby solicits proposals from qualified entities, using a competitive proposal process, to serve as the One-Stop Operator for local workforce development area (LWDA) IV, in accordance with the Scope of Work outlined in this RFP. One contract is expected to be awarded. The SVWDB is issuing this RFP in accordance with Section 678.605(a) of the Final WIOA Rules and Regulations and VBWD Policy 300-02 (204). The SVWDB solicits proposals from qualified public or private entities to serve as the One-Stop Operator for LWDA IV, in order to facilitate the efficient and effective coordination of the existing service provider and partner organizations; and provide for enhancements to the System that will support the ongoing improvement of services and performance outcomes. The One-Stop Operator will be responsible for coordinating the delivery of services through the partners in the Valley Workforce Center in Harrisonburg, VA. The One-Stop Operator will also facilitate the One-Stop Center Certification Process and work under the direction of the SVWDB.

SVWDB anticipates that approximately \$75,000.00 will be available to fund the first year of the One-Stop Operator Contract, based on projected program year (PY) 2017 funding availability. Funding amounts for additional contract performance periods thereafter will be negotiated with the One-Stop Operator, at that time of contract extension review.

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 SVWDB.

Clarifications to RFPs and answers to questions not contained in RFPs, as applicable and appropriate, will be posted on the SVWDB Website at www.valleyworkforce.com without further notice.

It is anticipated that the successful Offeror contract will begin service delivery July 1, 2017 through June 30, 2018. The contract will have the option for up to two, one year contract extensions at the sole discretion the SVWDB.

A. 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 or more of the required WIOA One-Stop Partners located in LWDA IV. Listed below are eligible proposer entities.

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 (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; or
8. A consortium of entities that includes at least three 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 the LWDA IV comprehensive One-Stop Center in Harrisonburg, VA. A list can be found in Section X of this document.

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, possess demonstrated qualifications as listed below.

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 within a One-Stop Center or substantially similar operation;
3. Working knowledge of the WIOA Law and Final Rules and Regulations and the OMB Uniform Guidance;
4. Familiarity with the labor market and related dynamics of the Shenandoah Valley Region (LWDA IV); and
5. Familiarity with the required WIOA One-Stop Partner Organizations in LWDA IV and the services that they provide.

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

III. SCOPE OF WORK

- A. 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 all services delivered through the One-Stop System in LWDA IV. Through the designated authority of the SVWDB and the WIOA Law and Final Rules and Regulations, the One-Stop Operator will be responsible for organizing and delivering coordinated access to all required customer services through coordinated solutions as part of a fully integrated, partner led One-Stop System.

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

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 SVWDB leadership, with the development and management of MOUs with One-Stop System Partners.
4. Alert SVWDB CFO as to possible changes that may have a bearing on the operation or financial MOU specified partner contributions.
5. Identify new partners for One-Stop System engagement.
6. Coordinate with partners and service providers in order to ensure the effective and efficient delivery of WIOA Basic Career Services and identify opportunities for service delivery improvement.
7. Ensure that access to WIOA Basic Career Services is available to all customers (on-site and electronically) and manage the daily operations of a partner integrated One-Stop System, in coordination with SVWDB and all partners.
8. Develop with partner input and coordination with SVWDB an electronic version of orientation.
9. Promote effective, integrated cross-agency business practices in the One-Stop System by partners and promote One-Stop System staff development activities.
10. Provide partner driven and shared solutions for all One-Stop System activities and services.
11. Facilitate the One-Stop Center certification process and promote ADA compliance within the Centers. Work with SVWDB to meet ADA accommodations or to make ADA changes as needed.
12. Facilitate ongoing customer satisfaction survey processing for all One-Stop System customers in order to support the goal of continuous improvement.

13. Coordinate initiatives and activities with SVWDB Business Services Team.
14. Assist with the implementation of workforce development policy as it relates to the One-Stop System and adhere to all applicable federal, state, and local rules, regulations, and policies.
15. Research and identify best practices from other Local Workforce Development Boards (LWDB) for incorporation into the One-Stop System service delivery model.
16. Report to the SVWDB and produce related reports, as requested.
17. Act as the first line intermediary to proactively address and resolve problems related to partner roles, relationships, and coordinated responsibilities.
18. Engage with businesses to provide access to facilities, plan job fairs, and provide information of job openings to program participants.
19. Conduct community outreach and build community awareness regarding the One-Stop Center programs, initiatives, activities, and services.
20. 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.
21. Implement and oversee technology solutions to manage and support enhanced cooperation and coordination of partner programs and to provide direct linkage access to clients and potential participants.
22. Provide staffing for a center manager and a receptionist within the One-Stop center; the cost of staffing these positions 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.

1. Number of outreach and recruitment sessions and activities
2. Number of participants using services
3. Names of employers using One-Stop Center services; on-site or remotely
4. Number and type of One-Stop Center services used by employers
5. Number and type of non-MOU partner services and Center usage
6. Customer satisfaction survey results
7. 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.
2. A dedicated person assigned to WIOA funds management; this person would be responsible for assembling and submitting reimbursement invoices and source documentation in an electronic format to validate a WIOA eligible expense has occurred and has been paid prior to invoice submittal.

3. An electronic financial management system, which produces a trial balance, an income statement, and balance sheet on a cash and accrual basis.
4. 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 of July - August will require a period of 75 days (45 days for the initial invoice submittal in addition to approximately 30 days to receive reimbursement).
5. 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 SVWDB within 30 days of award. The policies must indicate how service delivery is documented and maintained in the customer folder, 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 meetings and/or operations focused, partner collaboration development, business services development, or planning work group meetings.
5. Customer satisfaction survey and process to administer and report results monthly to the SVWDB. 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 SVWDB.

F. Program Locations and Operation Requirements

The successful Offeror will be required to operate its program in the designated areas within the Valley Workforce One-Stop Center located at 160 North Mason Street, Harrisonburg, VA. To visit the Valley Workforce Center please contact Loretta Snow, SVWDB Operations Officer at lorettasnow@valleyworkforce.com.

At the current time the One-Stop space of 6,000 sq. ft. includes:

- Two resource labs with a total of 13 computers
- Two employer training rooms
- One conference room
- Twenty one offices/cubicles
- One Participate sign in area
- Other partner training space
- Common space of kitchen, bathrooms, and hallways

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 SVWDB staff, the SVWDB 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 SVWDB as deemed necessary; the plan will be monitored for adherence and/or adjustments to the plans implementation.

H. Customer Service and Professional Development

The successful Offeror must have a commitment to quality when serving business and job seeker customers within the SVWDB service region. The SVWDB 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 SVWDB of quarterly 360-feedback surveys of job seekers, business customers and workforce partners.

The successful Offeror will ensure and include in the budget cost associated with One-Stop Operator 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.

IV. ANTICIPATED PROJECT SCHEDULE

The following is an outline of the procurement process currently anticipated by the SVWDB, subject to change:

Issuance of RFP	February 28, 2017
Optional Bidders Conference, 10-11:30 am, <i>Info page 32</i>	March 10, 2017
RFP Response Due Date	1:00 p.m. EST., March 29, 2017
Oral Presentations/Negotiations with finalists	April 24, 2017
Service Delivery Begins	July 1, 2017

Beginning on February 28, 2017, the RFP will be available for download from the SVWDB website at <http://www.valleyworkforce.com>.

V. ADDITIONAL TERMS

The attached SVWDB's General Provisions (Section IX) become part of this request for proposal and the Offeror contract. If there are differences between the RFP and General Provisions, General Provisions take precedent.

VI. GENERAL CONTRACT TERMS AND CONDITIONS:

For the purposes of this Section (VI) ("General Contract Terms and Conditions"), the term "Contract" refers to the contract resulting from this procurement, and the term "SVWDB" refers to the Shenandoah Valley Workforce Development Board, Inc. Additionally, the terms "successful Offeror" and "Contractor" and "provider" have the same meaning and refer to the Offeror that is awarded the Contract.

A. Independent Contractor

The successful Offeror is an independent contractor and is not an employee of SVWDB.

B. Collusion

By submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. § 1 et seq.) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

C. Drug-Free Workplace to be Maintained by the Contractor (Va. Code § 2.2-4312)

1. During the performance of this Contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a Statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor

maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

D. Employment Discrimination by Contractor Prohibited

1. During the performance of this Contract, the contractor agrees as follows (Va. Code § 2.2-4311):
 - (a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by State law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.
 - (b) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - (c) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will State that such contractor is an equal opportunity employer.
 - (d) Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

E. Indemnification

Unless prohibited by law from doing so, the successful Offeror agrees to indemnify, defend, and hold harmless the SVWDB, the city and counties comprising Local Workforce Area IV as well as their respective officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any goods and/or services, the failure to provide any goods and/or services and/or the use of any services and/or goods furnished (or made available) by the successful Offeror, provided that such liability is not attributable to an Indemnified Entity's sole negligence.

Notwithstanding anything to the contrary contained in the Contract, the indemnity and hold harmless provisions shall not apply to any school board, school division, local government, or other political subdivision of the Commonwealth of Virginia when any of these governmental units are the Contractor.

F. Insurance Requirements

The successful Offeror shall maintain insurance to protect itself and SVWDB, the city and counties comprising Local Workforce Area IV from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of goods and/or services under the Contract, whether such goods and/or services are provided by the successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. (Attachment D)

G. Severability

Each paragraph and provision of the Contract is severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

H. Taxes

The successful Offeror shall pay all city, State and Federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the Contract price between the SVWDB and the successful Offeror, as the taxes shall be an obligation of the successful Offeror and not of SVWDB, and the SVWDB shall be held harmless for same by the successful Offeror.

I. Safety

1. The successful Offeror shall comply with and ensure that the successful Offeror's personnel comply with all current applicable Local, State and Federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract. The successful Offeror shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the successful Offeror.
2. The successful Offeror shall have, at each location or associated with each location at which the successful Offeror provides goods and/or services, a supervisor who is competent, qualified, or authorized on the work site, and who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and must be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the successful Offeror's personnel from the work site.
3. In the event the SVWDB determines any operations of the successful Offeror to be hazardous, the successful Offeror shall immediately discontinue such operations upon

receipt of either written or oral notice by the SVWDB to discontinue such practice.

J. Authorization to Transact Business in the Commonwealth

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership or other business form shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.
2. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification number issued to it by the State Corporation Commission. (Attachment F) Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal a Statement describing why the Offeror is not required to be so authorized.
3. An Offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a waiver is granted by the SVWDB CEO.
4. Any falsification or misrepresentation contained in the Statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment.
5. Any business entity described in subsection 1 that enters into a contract with a public body shall not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.

K. Contact with Students

Offeror shall certify that any of their employees who will provide services under the Contract resulting from this procurement and will be in direct contact with Valley Workforce region jobseekers: (1) has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (2) such person has not been convicted of a crime of moral turpitude. Offeror shall cause any of their subcontractors to provide the same certification described herein with regard to the subcontractors' employees. (Attachment G)

VII. PROPOSAL RESPONSE FORMAT

- A. Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposal shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and State the reasons why protection is necessary (Va. Code § 2.2-4342.F). (Attachment E)
- B. All proposals received at the SVWDB office on time shall be accepted. All late proposals received at the SVWDB office shall be returned to the Offeror unopened. Proposals shall be open to public inspection only after award of the Contract.
- C. Offeror shall submit a written proposal that presents the Offeror's qualifications and

understanding of the work to be performed. Offerors are asked to address each evaluation criterion and to be specific in presenting their qualifications. Proposals should provide all the information considered pertinent to the Offeror's qualifications for this project. The submission must address all sections and meet the specifications listed in Attachment B.

D. Submission Resources, Policy and References

- United States Department of Labor (DOL) Employment and Training Administration (ETA) <https://www.doleta.gov/wioa/>
- United States Office of Management and Budget (OMB) https://www.whitehouse.gov/omb/circulars_default
- Virginia Community College System (VCCS) Elevate Virginia Practitioners Corner <http://www.elevatevirginia.org/>
- Workforce Innovation and Opportunity Act (Pub. L. 113-128) • Training and Employment Notice • *Employment and Training Administration 20 CFR Parts 603, 651, 652, 653, 654, 658, 675, 679, 680, 681, 682, 683, 684, 685, 686, 687, and 688* Docket No. ETA-2015-0001 RIN: 1205-AB73 Workforce Innovation and Opportunity Act; Final Rule
- Elevate VA: Title of Policy: One-Stop Delivery: Comprehensive and Affiliate One-Stop Career Centers Number: 300-02 (2016) Effective Date: Jan 1, 2017.
- Elevate VA: Competitive Selection of One-Stop Operators Number: 300-04 (2016) Effective Date: January 1, 2017.

E. Program Description (Attachment C)

1. Organization Overview

- (a) Please provide a brief statement outlining your understanding of the one-stop operator's role fulfilling the SVWDB's workforce vision and how your organization's proposed project aligns with meeting those identified goals. Include in the description how the proposed program fits into your organizations mission and goals. Where possible, support your statement with local or regional data.
- (b) Describe your organization's past experience and results delivering services in similar projects and/or to similar populations. Include any contracts currently in effect and those successfully completed during the last two (2) years. Previous/current WIA/WIOA awardees must include information on past WIA/WIOA performance and a description of the projects goals and outcomes.
- (c) Provide examples of your organization's ability to be innovative and how that innovation will be used to develop and implement one-stop services for the Shenandoah Valley Area.
- (d) Describe your organization's understanding of the one-stop system and how your program will provide services out of the one-stop centers and will integrate its services with other partners
- (e) Identify Program Partnerships
 - i. One-stop Partners

- ii. Business Partnership
- iii. Community Partners

2. Organizational Capacity

- (a) Describe your staffing plan. Include positions and staff areas of responsibility as related to the required Scope of Services. Attach job descriptions and where available, resumes for management and supervisors of staff assigned to the project. Include a copy of your current organization chart showing all major functions and components and the names of persons occupying named positions. Provide a general outline of staffing plan per center location.
- (b) Describe how your organization will document staff time expended on WIOA program delivery and each program element.
- (c) If subcontracting, provider(s) must provide detailed information on the services they will provide; if the subcontractor will be providing staffing, a comprehensive account of the following must be denoted: recruitment strategies and coordination, candidate selection processes, interviewing methodologies and coordination, timeline and selection of staffing, day to day supervision of subcontracted staff, handling of employee performance reviews and possible disciplinary and/or corrective actions, other human resources matters, and seamless integration of staffing and services. Attach a Statement from each potential subcontractor signed by a duly authorized officer, employee or agent of the organization/agency that includes the name and address of the organization/agency, type of work to be performed, cost/percentage of the total work to be subcontracted, detailed staffing and organizational budget(s) and timeline for submission of subcontractor invoices. The Statement must also include that the subcontractor will perform all work as indicated and will comply with all WIOA regulations, State or Federal laws. Offeror is responsible for all subcontractors. If not subcontracting, Offeror(s) should provide a Statement to that effect.
- (d) List the names (s) and title (s) of all the owners, members of the board of directors, and other officers of the agency, corporation or business. Indicate owners, or members, or officers who are present members of SVWDB or employed by an organization currently participating in any workforce development service or center in LWDA IV or related to such individuals.
- (e) Describe efforts to ensure transparency with the program and avoiding conflict of interest between the organization and / or its representatives.
- (f) Detail your organization's knowledge and experience with administering WIA/WIOA One-stop Operation services and other federally funded projects. Include three references' information on Attachment H to this submission. References must be from organizations providing similar services, other funding sources or other professional relations. Contact information for each reference to include name, title, and the nature of relationships, web address, phone, fax, email and mailing address.
- (g) Describe your organization's plan to provide ongoing staff development, including Workforce Professional Certification, on the new WIOA regulations and its ongoing changes throughout the life of the contract award.
- (h) Implementation Plan – provide a timeline inclusive of the action steps to be taken

to fully implement the Scope of Services.

3. Fiscal Capacity

- (a) Describe how your organization will meet the requirement for having sufficient financial resources to cover expenditures from the startup period until expenditures from July 2017 will be reimbursed (approximately 75 days thereafter). Please note this is a reimbursement-based agreement and cash advances will not be provided.
- (b) Describe your organization's fiscal and administrative systems that will be used to track operational and programmatic cost associated with the WIOA funds, where feasible please provide software and/or system names.
- (c) Describe the administrative and fiscal capacity of the proposer to fulfill WIOA and OMB Uniform Guidance required documentation and record keeping such as:
 - i. Understand and apply General Acceptable Account Principles (GAAP);
 - ii. Collecting data and preparing required documents from multiple staff and program locations;
 - iii. Security and confidentiality of records;
 - iv. Accounting controls;
 - v. Accounting Policies and Procedures;
 - vi. Identify the responsibilities of the administrative /fiscal person's activities and their job title; and
 - vii. Written general procurement standards;
 - viii. Written compensation policies;
 - ix. Written policies regarding travel costs;
 - x. Written conflict of interest policies for employees as well as organizational policies; and
 - xi. Written procedures to determine the allowability of costs under OMB Uniform Guidance.

4. Budget

Attachment C-1 Electronic version (required) excel format can be found on <http://www.valleyworkforce.com/svwdb-request-for-proposals/>. Please complete, print and attach the budget forms (Attachment C-1). Excel budget format must be inserted on flash drive. A partial example below:

WSDA2017 RFP										
I. Workforce Center Services Costs										
A. Workforce Center Services Staff Costs										
Staff Position	No.	Annual Salary	Benefits	Total	2017 Contract Personnel	2017 Contract Personnel	2017 Contract Personnel	2017 Contract Personnel	Other	
					No.	Amount	No.	Amount	No.	Amount
Supervisor (SVC)										
Supervisor	1	\$ 120,000	\$ 15,000	\$ 135,000	1	\$ 135,000	1	\$ 135,000	1	\$ 135,000
Supervisor Subtotal	1	\$ 120,000	\$ 15,000	\$ 135,000	1	\$ 135,000	1	\$ 135,000	1	\$ 135,000
Systems Coordinator										
Systems Coordinator	1	\$ 100,000	\$ 12,000	\$ 112,000	1	\$ 112,000	1	\$ 112,000	1	\$ 112,000
Systems Coordinator Subtotal	1	\$ 100,000	\$ 12,000	\$ 112,000	1	\$ 112,000	1	\$ 112,000	1	\$ 112,000
Information & Referral										
Information & Referral	1	\$ 80,000	\$ 10,000	\$ 90,000	1	\$ 90,000	1	\$ 90,000	1	\$ 90,000
Information & Referral Subtotal	1	\$ 80,000	\$ 10,000	\$ 90,000	1	\$ 90,000	1	\$ 90,000	1	\$ 90,000
Other (Specify)										
Other	1	\$ 60,000	\$ 7,000	\$ 67,000	1	\$ 67,000	1	\$ 67,000	1	\$ 67,000
Other Subtotal	1	\$ 60,000	\$ 7,000	\$ 67,000	1	\$ 67,000	1	\$ 67,000	1	\$ 67,000
TOTAL	4	\$ 360,000	\$ 44,000	\$ 404,000	4	\$ 404,000	4	\$ 404,000	4	\$ 404,000
Workforce Center Services Staff Costs Subtotal: \$ 404,000										
B. Workforce Center Operating Costs										
Travel										
Communications										
Utilities										
Materials/Supplies										
Services										
Contract Services (Specify)										
Contract Subtotal										
Leases/Rentals (Specify each location)										
Leases/Rentals Subtotal										
Equipment										
Miscellaneous										
Outreach & Marketing										
Reproduction										
Other (Specify in detail)										
Miscellaneous Subtotal										
Workforce Center Operating Costs Subtotal: \$ 0										
C. Workforce Center Registered Profit (or Applicable)										
Registered Profit										
Workforce Center Registered Profit Subtotal: \$ 0										
D. Workforce Center Services Cost Summary										
A. Workforce Center Staff Costs										
B. Workforce Center Operating Costs										
C. Workforce Center Registered Profit										
Grand Total Workforce Center Services: \$ 404,000										

SVWDB will provide office space, utilities, custodial, office internet, and basic office equipment such as computers, desk phones, printers, and copiers. Supplies and mobile devices must be provided within the available budget.

- (a) Please include a budget narrative that addresses the following:
 - i. A description of how the proposed budget effectively supports the program model.
 - ii. Include evidence in the budget of leveraged resources and in-kind contributions that will assist in meeting proposal outcomes, if any.
- (b) If your organization is requesting profit and/or indirect documentation to support requested % must be attached.
- (c) Attach a copy of the Agency's most recent Annual Budget labeled as Attachment J
- (d) Attach a copy of the organization's most recent audit. (Must be within the last year and satisfactorily address all findings) labeled as Attachment K
- (e) Attach a copy of your organization's cost allocation plan to incorporate WIOA funding. If you have an approved federal indirect cost rate include a copy, labeled as Attachment L

VIII. PROPOSAL EVALUATION/SELECTION PROCESS

- A. 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 SVWDB may properly evaluate your capabilities to provide the required goods/services.
- B. Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

EVALUATION CRITERIA	WEIGHT
Organization Background, Qualifications, Performance History <ul style="list-style-type: none">• Understanding of role of the one stop in workforce programs and services on a national, state and geographic rural area scale• Demonstrated understanding and proposed approach to provide the Scope of Work identified in this RFP.• References	30
Proposal Narrative <ul style="list-style-type: none">• Partner development• Outreach to job seekers, workers, partners and business• Experience(s) with implementing certification of a One-Stop center.	30
Staffing Plan and Organizational Chart <ul style="list-style-type: none">• Staffing structure at the Valley Workforce Center, support center and corporate structure• Organization's accountability structure	15
Budget and Financial Management <ul style="list-style-type: none">• Accounting controls, Systems to track expenditure, development of fiscal policies and procedures• Organization's ability to cover expenses until reimbursement dates• Audit and annual budget• Leveraged Funds	25
TOTAL	100

- C. Selection will be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the SVWDB shall select the Offeror, which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. Should the SVWDB determine in writing and in its sole discretion that only one Offeror is fully qualified or that

one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

IX. General Provisions will become part of the contract. Can be found:

<http://www.valleyworkforce.com/svwdb-request-for-proposals/>

X. WIOA ONE-STOP PARTNER ENTITIES RFP #OSO-PY'17-1

A. Required One-Stop Partners and Local Entities in LWDA IV (Section 678.400 (b) of the WIOA Final Rules and Regulations)

1. Programs authorized under Title I of WIOA, including:
 - (a) Adult Funding Stream (SVWDB).
 - (b) Dislocated Worker Funding Stream (SVWDB).
 - (c) Youth Funding Stream (SVWDB).
 - (d) Job Corps (No Job Corps Center in LWDA IV, currently).
 - (e) Youth Build (No Grantee in LWDA IV, currently).
 - (f) Native American Programs (No Grantee in LWDA IV, currently).
 - (g) Migrant and Seasonal Farmworker Programs (No Grantee in LWDA IV, currently).
2. Employment Services authorized under the Wagner-Peyser Act (Virginia Employment Commission).
3. Adult Education and Literacy authorized under Title II of WIOA (Skyline Literacy and Massanutten Technical Center).
4. The Vocational Rehabilitation Program authorized under Title I of the Rehabilitation Act of 1973 (Virginia Department of Aging and Rehabilitative Services).
5. The Senior Community Service Employment Program authorized under Title V of the Older Americans Act of 1965 (Goodwill Industries of the Valleys).
6. Career and Technical Education Programs at the post-secondary level authorized under the Carl D. Perkins Act of 2006 (Blue Ridge Community College).
7. Trade Adjustment Assistance under the Trade Act of 1974 (Virginia Employment Commission).
8. Jobs for Veterans State Grant Programs authorized under Chapter 41 of Title 38, U.S.C. (Virginia Employment Commission Bridge to Employment Program).
9. Employment and Training Activities carried out under the Community Service Block Grant (No Grantee in LWDA IV, currently).
10. Employment and Training Activities carried out under the Department of Housing and Urban Development (No Grantee in LWDA IV, currently).
11. State Unemployment Compensation (Virginia Employment Commission).
12. Programs authorized under the Second Chance Act of 2007 (No Grantee in LWDA IV, currently).
13. Temporary Assistance to Needy Families (TANF) (Local Social Services Departments. A MOU with Harrisonburg/Rockingham DSS is under development for the delivery of services. The building is co-located with an outside entrance, no shared costs.

B. Current Optional Partners at the One-Stop:

1. Goodwill Industries of the Valleys-Good Care Grant
2. Goodwill Industries of the Valleys -Tech Hire Grant
3. Skyline Literacy

Note: New Operational and Financial MOUs are being negotiated with all required and optional One-Stop Partner Organizations located in LWDA IV, in addition to One-Stop System infrastructure funding agreements, consistent with the WIOA Final Regulations, are in the process of being developed and are anticipated to be in place on or before July 1, 2017.

C. 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 and programs in the private sector, may serve as additional partners in the one-stop delivery system with the approval of the local Board's CEO. 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. In addition, the MOU, 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 WIAO Final Rules and Regulations.

Attachment A

SUBMIT THIS FORM WITH PROPOSAL

PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP"). My signature certifies agreement that the information in this contract is correct to the best of my knowledge and belief. Any intentionally false or misleading information provided by the Contractor and relied upon by SVWDB in appropriating funds for the project authorized by this Contract shall be cause for termination of this Contract, and SVWDB shall be entitled to recover all monies previously paid under this Contract, caused by such intentionally false or misleading information.

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
ADDRESS:
SIGNATURE:
NAME OF PERSON SIGNING (print):
TITLE:
TELEPHONE:
FAX:
E-MAIL ADDRESS:
DATE:

ATTACHMENT B
The Workforce Innovation and Opportunity Act One-Stop Operator
Proposal Coversheet Checklist and Instructions

The Response to this RFP should include all sections and subheadings as presented in the narrative format below and in the order stated below. The proposal should be organized with tabs in the following order and contain the following:

The Proposal Signature Sheet (Attachment A)
The Proposal Coversheet Checklist (Attachment B)
The Proposal Narrative with Table of Contents (Attachment C)
Budget Statement (Attachment C-1)
Insurance Specifications (Attachment D)
Proprietary/Confidential Information (Attachment E)
Virginia State Corporation Commission Identification Number Requirement (Attachment F)
Direct Contact with Students (Attachment G)
References (Attachment H)
WIOA Assurances and Certifications (Attachment I)
Copy of Organization's Annual Budget (Attachment J)
Copy of Organization's Most Recent Audit (Attachment K)
Copy of Organization's Cost Allocation Plan and/or Negotiated Indirect Cost Rate Agreement (Attachment L)

1. The narrative of the proposal submission should not exceed 30 pages, one-sided, with font no smaller than 12 pt. using a 1" margin.
2. Include a table of contents.
3. Numbered pages that include a header and footer identifying the respondent's organization.
4. Electronic Copy of Submission on a USB flash drive along with the budget in excel format.
5. To be considered under this RFP, one unbound copy with original signature(s), marked as such, one Electronic Copy on a USB flash drive, and ten (10) bound copies for distribution to the RFP Commission must be submitted. The USB flash drive must include the excel format of the budget form found on <http://www.valleyworkforce.com/svwdb-request-for-proposals/>. The proposal must be delivered either by mail, delivery service, or in-person, no later than 1:00 p.m. EST on March 29, 2017. 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; unopened package will be returned.
6. All Proposals must be sealed and labeled with RFP #One-Stop-PY'17-1 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 SVWDB at the following address:

Mailing address:

PO Box 869
Harrisonburg, VA 22803

Delivery address:

217 South Liberty St.
Suite 203
Harrisonburg, VA 22801

Note: Normal Business Hours are 8:30 a.m. to 5:00 p.m. Eastern Time. The office telephone number is (540)442-7134.

ATTACHMENT C-1 BUDGET AND BUDGET NARRATIVE

A. General Budget Guidance

Budget should cover the period from July 1, 2017 - June 30, 2018.

1. This is a reimbursement-based contract which reimbursements are paid for using WIOA Federal funds; therefore, your organization's budget should be in compliance with the OMB Uniform Guidance and its corresponding documentation.
2. Every cost associated with providing WIOA services must be appropriate, documented and justified according to the proposed services, Federal, State and Local rules and regulations. If any costs are shared among different funding sources (such as staff time, equipment, insurance or other operational cost), the budget and the narrative should reflect the actual allocation between funding sources. Note: General Accepted Accounting Principles (GAAP) are the standards used by SVWDB in processing all invoices and program fiscal monitoring.
3. SVWDB will provide office space, utilities, custodial/janitorial services, Internet services, and basic office equipment such as computers, desk phones, printers, and copiers. Supplies and mobile devices must be provided within the available budget.

- B. Overall budget - Attachment C-1: The electronic files can be found on <http://www.valleyworkforce.com/svwdb-request-for-proposals/>

Print off the excel sheet(s) and insert in the proposal.

ATTACHMENT D INSURANCE SPECIFICATIONS

The successful Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the successful Offeror, and shall deliver a Certificate of Insurance from carriers acceptable to the owner specifying such limits. The Certificate shall show the SVWDB named as additional insureds for the Commercial General Liability coverage. The coverage shall be provided by a carrier(s) rated "Excellent" by A.M. Bests. In addition, the insurer will endeavor to give the SVWDB 30 days' notice of its decision to cancel coverage.

Workers' Compensation

Statutory Virginia Limits

Employers' Liability Insurance	\$100,000 for each Accident by employee
	\$100,000 for each Disease by employee
	\$500,000 policy limit by Disease

Commercial General Liability - Combined Single Limit

\$1,000,000 each occurrence including contractual liability for specified agreement
\$2,000,000 General Aggregate (other than Products/Completed Operations)
\$2,000,000 General Liability-Products/Completed Operations
\$1,000,000 Personal and Advertising injury
\$ 100,000 Fire Damage Legal Liability

NOTE 1: The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The SVWDB make no representation or warranty as to how the contractor's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the contractor's responsibilities outlined in the contract documents.

NOTE 2: The specified insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded the SVWDB. This policy shall be endorsed to be primary with respect to the additional insureds.

NOTE 3: Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed Statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia

ATTACHMENT E

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF FIRM/OFFEROR: _____

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342.F in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

ATTACHMENT F

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The Bidder or Offeror:

- ☐ is a corporation or other business entity with the following SCC identification number:
_____ -OR-
- ☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-
- ☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder/Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Offeror's out-of-State location) -OR-
- ☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's/Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals: ☐

ATTACHMENT G
BID/PROPOSAL RESPONSE

Name of Bidder/Offeror: _____

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

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

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

Signature of Authorized Representative

Printed Name of Authorized Representative

*Printed Name of Vendor (if different than
Representative)*

ATTACHMENT H

REFERENCES PAGE

(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
Contract Amount:			\$
Description of Work Performed/Results Achieved:			

Reference 2

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

Reference 3

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

ATTACHMENT I
WIOA ASSURANCES & CERTIFICATIONS

A. Compliance with Applicable Laws, Regulations and Directives

1. The Contractor shall abide by and shall ensure that all activities conducted pursuant to this Agreement comply with all applicable Federal, State and Local laws, regulations, and directives. The Contractor also understands and agrees to immediately desist from and correct any violations noted;
2. The Contractor must assure compliance, as appropriate, with the provisions of Section 89 of the Internal Revenue Code;
3. The Contractor shall comply with the Workforce Innovation and Opportunity Act and attendant regulations. The Contractor 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 this Contract shall have no such commitments or obligations;
4. The Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable USDOL regulations (29 CFR Part 32) and all guidelines and interpretations issued pursuant thereto;
5. The Contractor shall comply with Titles VI, VII, and IX of the Civil Rights Act of 1964 (PL 88-352) and the regulations issued pursuant thereto. The Contractor shall not 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 this Contract. The Contractor agrees to put in conspicuous places, available to employee and applicants for employment, notice setting forth the provisions of this nondiscrimination clause;
6. The Contractor shall conform to the Virginia Freedom of Information Act, Title 2.2, Chapter 37, (Section 2.2-3700 et seq.) of the Code of Virginia, except as otherwise required by Federal or State law, consistent with Federal confidentiality requirement and with the government Data Collection and Dissemination Practices Act, Title 2.2, Chapter 38, (Section 2.2-3800 et seq.) of the Code of Virginia;
7. The Contractor shall conform to the standards contained in the Occupational Safety and Health Standards for General Industry (29 CFR Part 1910) inclusive of the "Virginia Preface to OSHA Standards Book for General Industry";
8. The Contractor shall conform to the Virginia Child Labor Laws as contained in Title 40.1, Chapter 5 (Section 40.1-78 et seq.) of the Code of Virginia;
9. The Contractor shall conform to the Virginia Worker's Compensation Act as contained in Title 65.2 of the Code of Virginia;
10. The provisions of the following Acts, applicable regulations made pursuant to said Acts and other listed directives are hereby incorporated by reference. All changes in said Acts, regulations and directives are automatically incorporated into this Contract.
 - a. Title I of the WIOA (PL 113-128);
 - b. Workforce Innovation and Opportunity Act; Final Rule 20 CFR Parts 603, 651, 652, et. al.;
 - c. Duly authorized waivers approved by the USDOL;
 - d. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332);
 - e. Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found at 2 CFR Part 200 and the Department of Labor exceptions to the Uniform Administrative Requirements at 2 CFR Part

- 2900 and applicable State regulations
 - f. Equal Employment Opportunity Directives;
 - g. Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646) that provide for fair and equitable treatment of persons displaced or whose property is acquired for project purposes of Federal or Federally assisted programs, regardless of Federal participation in purchases;
 - h. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex;
 - i. The Age Discrimination Act of 1975, as amended;
 - j. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended related to nondiscrimination on the basis of alcohol abuse or alcoholism; and
 - k. The Americans with Disabilities Act of 1990.
 - l. Executive Order 13333 – Human Trafficking (22 USC §710(g)) requires termination without penalty, if a sub grantee, contractor, or subcontractor engages in human trafficking.
 - m. Executive Order 13513 – Prohibition against Text Messaging While Driving by Government Contractors, Subcontractors and Recipients sub recipients.
 - n. Buy American Notice Requirements – None of the funds made available under Title I of WIOA may be expended by an entity unless the entity agrees that in expending the funds the entity will comply with (41 USC 8301-8303).
 - o. Federal Funding Accountability and Transparency Act of 2006 or Transparency Act – Public Law 109-282, as amended by section 6202(a) of Public Law 100-252 (31 USC 6101).
 - p. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646) that provide for fair and equitable treatment of persons displaced or whose property is acquired for project purposes of Federal or federally assisted program, regardless of Federal participation in purchases.
- B. Governing Law, Jurisdiction and Venue
- a. This contract is made and entered into in Harrisonburg, Virginia and shall be governed, interpreted, and construed by the laws of the Commonwealth of Virginia and the United States of America.

Certifications: Please complete and attach to your Proposal. Proposals that do not have all certifications attached will not be considered.

CERTIFICATIONS Forms are on <http://www.valleyworkforce.com/svwdb-request-for-proposals/>

1. Certification Regarding Indemnification
2. Certification Regarding Lobbying (29 CFR Part 93).
3. Certification Regarding Debarment, Suspension and Other Responsibility Matters (29 CFR Part 98).
4. Nondiscrimination and Equal Opportunity Assurance (29 CFR Part 37).
5. Drug-Free Workplace Requirements Certification (2 CFR Part 182).
6. Standard Form 424b Standard Assurances (Non-Construction Programs).

Bidders Conference Info: 3/10/2017 (From 10:00 am – 11:30 am EST) – Information Session and Bidder's Conference – Information session and Bidder's Conference will be held on March 10, 2017 beginning at 10:00 am EST at the Friendship Industries Community Room, 801 Friendship Drive, Harrisonburg, VA 22802. If you are unable to attend the conference, you may join by telephone by calling 1-800-309-2350, and when prompted for your conference ID, entering 4427134 and then the # key, then give your name and organization. Please call in by 9:50 am EST, so that we have you on the line for the beginning of the conference. We ask that if you are calling, please mute your phone so background noise is not distracting. The call in is telephone only, no video, so please have a copy of the RFP available for you to reference. Attendance or call-in at the Information Session and Bidder's Conference is not a requirement for proposal submission.

CERTIFICATION REGARDING INDEMNIFICATION

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

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

Name of Agency

Name and Title of Authorized Representative

Signature of Authorized Representative

Date

Certification Regarding Drug-Free Workplace Requirements

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 41 U.S.C 8103 et seq., and 2 CFR part 182.

Reference: 20 CFR 683.200(d)

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

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

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement, and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
-

- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2), with respect to any employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted.
 - (1) Taking appropriate personnel action against such an employee up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

Name of Organization

Name and Title of Authorized Representative

Signature of Authorized Representative

Date

(revised 4-2019)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature of Authorized Representative

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause title “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Grantee/Contractor Organization

Name of Certifying Official

Signature

Date

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g. the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "sub-awardee," then enter the full name, address, city, state, and zip code of the prime Federal Recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g. ARFP-DE-90-001. @

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10. (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: g Cooperative Agreement b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance	2. Status of Federal Action: g a. Bid/offer/application b. Initial award c. Post-award	3. Report Type: g a. Initial filing b. Material change For Material Change Only: Year_____Quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: [] Prime [] Sub-awardee Tier_____, if known. Congressional District, if known:	5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI): b. Individual Performing Services (including address if different from No. 10. a.) (last name, first name, MI): <div style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</div>		
11. Amount of Payment (check all that apply): \$_____ [] Actual [] Planned	13. Type of Payment (Check all that apply): [] a. Retainer [] b. One-time fee [] c. Commission [] d. Contingent fee [] e. Deferred [] f. Other; specify: _____	
12. Form of Payment (check all that apply): [] a. Cash [] b. In-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: <div style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</div>		
15. Continuation Sheet(s) SF-LLL-A attached: [] Yes [] No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a cash penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
FEDERAL USE ONLY		Authorized for Local Reproduction Standard Form - LLL

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

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

**Certification of Contracts, Grants, Loans, and Cooperative
Agreements**

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

As a condition to the award of financial assistance under WIOA from the Department of Labor, the grant applicant assures, with respect to operation of the WIOA- funded program or activity and all agreements or arrangements to carry out the WIOA- funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Development Act of 1998, Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

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

Signature of Authorized Certifying Official	Title
Applicant Organization	Date Submitted

Form 424b non construction fillable form can be found <https://www.sba.gov/managing-business/forms/lending-forms/standard-form-424b-assurances-non-construction-programs>



SHENANDOAH VALLEY WORKFORCE DEVELOPMENT BOARD, Inc.

GENERAL PROVISIONS

- 1. Definitions.** The following terms shall have the meaning as set forth below:
 - a. “Board” refers to the Shenandoah Valley Workforce Development Board and its staff.
 - b. “Contractor” refers to the entity which has entered into this contract with the Board.
 - c. “May” is permissive.
 - d. “Shall” is imperative.
 - e. “Subcontract” shall mean any contract, agreement, or purchase entered into by the Contractor with a third party for the purpose of procuring property and/or services under this contract.
- 2. Order of Precedence.** In the event there are inconsistencies or conflicts between the contract and the governing federal and state law and regulations, unless otherwise provided therein, the inconsistencies shall be resolved by giving precedence in the following order:
 - a. The Workforce Innovation and Opportunity Act, the Office of Management and Budget’s (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly called “Uniform Guidance”), 2 CFR Part 2900 USDOL Exceptions to Uniform Administrative Requirements, Cost Principles, and Audit Requirements and applicable federal regulations;
 - b. Applicable provisions of the Virginia Code and applicable provisions of the Virginia Administrative Code, including the Virginia Public Procurement Act;
 - c. The terms and conditions of the Workforce Innovation and Opportunity Act (WIOA) Title I Grant Award Agreement between the Virginia Community College System (VCCS) and the Local Workforce Development Area: Shenandoah Valley Workforce Development Board, Inc.; and
 - d. The terms and conditions set forth in this document.
- 3. Financial Limitation.** The Board shall have no liability for any costs incurred above the ceiling limit shown on the Signature Page of this contract. Any costs incurred by the Contractor outside the performance period specified Signature Page shall be at the sole risk of the Contractor. This in no way restricts the right to increase the ceiling contract amount or change the performance period by mutual consent of both parties.
- 4. Availability of Funds.** It is understood and agreed between the parties herein that the Board shall be bound hereunder only to the extent of the availability of WIOA funds for the purpose of this contract.

The CEO of the Board, through written notice, may terminate the contract without penalty at the discretion of the Board in the event that the Board determines such termination is necessary or advisable due to the level of WIOA funds available. Changes in funds allocated to the Board may also result in modifications of this contract being required under the “Changes” clause of this document.

5. Payments for Expenditures.

- a. No payment shall be due the Contractor for work performed prior to the effective date nor after the termination date of the contract. Reimbursement Contractors will be reimbursed for allowable actual expenditures, provided such expenditures are consistent with the budget submitted by the Contractor and approved by the Board in connection with the awarding of the contract, and further provided that the total actual expenditures do not exceed the contract-ceiling price. The Contractor must submit expenditure reports at least on a monthly basis, and may report semi-monthly on a schedule determined by the Board.
- b. Regardless of whether the Contractor operates its accounting records on a cash or accrual basis, the Contractor must not only report its expenditures to the Board, but must also report its accrued costs and obligations for the reporting period.
- c. Payment for services provided under this contract shall be on a cost reimbursement basis only. It is understood by the Contractor that, although the Board makes every effort to pay its Contractors on a timely basis, delays in the receipt of the necessary funds from the VCCS occasionally occur. The Contractor must make provisions for these circumstances by maintaining the cash reserve, or line of credit, necessary to maintain program operations if a payment is delayed.
- d. PLEASE NOTE THAT THE CONTRACTOR IS REQUIRED TO HAVE AN ACCOUNTING SOFTWARE SYSTEM IN PLACE THAT PRODUCES A TRIAL BALANCE, BALANCE SHEET AND INCOME STATEMENT.

- 6. Accountability for Funds.** The Contractor agrees to receive, administer, disburse and account for WIOA funds and such property as may be acquired, or placed under its control in accordance with all applicable local, state, and federal requirements. The Contractor will be accountable for the expenditure of said funds for disallowed costs. The Board will notify the VCCS of any possibility of disallowed costs incurred by its Contractors/subcontractors. In the event the Board finds that disallowed costs have been incurred and repayment from the Contractor is required and the Contractor does not timely object to such finding, the Board shall pursue cash repayment or may, with the consent of the VCCS, off-set the disallowed cost with other, allowable costs. The Board will not forgo collection without the written approval of VCCS. Repayment by the Contractor will not be by, or from, federal funds.

7. Changes.

- a. The Board reserves the right to unilaterally de-obligate, modify, or amend the Contractor’s budget consistent with the Board’s actual funding and overall expenditures. The Board will notify the Contractor in writing of any de-obligation, modification, or amendment to the budget or to any addendum or prior modification hereto, which modification or amendment shall be effective the date the Board gives notice thereof. Moreover, the Board reserves the right to suspend or terminate this contract or any addendum thereto without advance notice in the event that the Board deems, in its sole discretion, that such suspension or termination is necessitated by the Board’s funding levels and overall expenditures within such funding levels

to ensure that the funding level for all contracts is not exceeded. In the event of a suspension or termination, allowable costs will be reimbursed only up to the date of such suspension or termination; thereafter, neither the Board nor the Contractor shall have any obligations whatsoever to complete or to otherwise continue the program; provided, however, that the parties shall be responsible for the completion of closeout and audit activities described herein and any allowable costs of the Contractor relating thereto shall be reimbursable.

- b. The Board through its CEO may at any time, by written order and without prior notice to the Contractor (contractor/service provider), make changes to the services to be provided within the general scope of this contract. If any such change causes an increase or decrease in the cost of or time required for the performance of any part of the services under this contract, whether changed or unchanged by the change order, an equitable adjustment will be proposed by the Board and, unless the Contractor timely objects to the proposed adjustment, the contract shall be deemed to be modified in accordance with such adjustment. Any objection by the Contractor to the proposed equitable adjustment under this clause must be asserted by giving the Board written notice thereof within 30 days from the date of receipt of the notification of change. Such objection will be treated as a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause will excuse the Contractor from proceeding with the contract as changed pending the resolution of the dispute.
- c. The Contractor may recommend to the Board CEO revisions to the contract. When the Contractor desires to recommend revisions to the CEO, the recommendation shall be submitted in writing with complete justification for the recommended change. If such change requires a budget adjustment, the Contractor shall submit the applicable revised budget page(s) with the recommendation. No modification to the contract may be implemented until the CEO approves such modification. The Board reserves the right to decide, on a case by case basis, at its sole discretion, whether to accept or reject the recommended revisions.

- 8. Stop Work/Suspension of Performance.** The CEO may issue a stop performance notice at any time. The Contractor, upon receipt of such written notice, will immediately stop performance on the date specified in the notice and incur no further costs and will not undertake any further performance until directed to do so in writing by the CEO. Unless such direction is received, any costs incurred or work performed by the Contractor after receipt of a stop performance notice is at the sole risk of the Contractor and shall not be reimbursed unless later authorized by the Board, for good cause, as determined in the Board's sole discretion. Under no circumstances shall a stop performance notice be used to terminate a contract. In any case where it is determined that performance shall not be permitted to be resumed a formal termination notice will be issued.

9. Termination for Convenience.

- a. The performance of work under this contract may be terminated, in whole or in part, whenever for any reason the CEO determines that such termination is in the best interest of the Board. Termination of work hereunder shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance or work under the contract is terminated and the date upon which such termination becomes effective. In no event shall a termination for convenience be effective in less than thirty (30) calendar days after receipt of notice thereof.

- b. After receipt of the Notice of Termination, the Contractor shall cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment, and miscellaneous items. In addition, the Contractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering participant services that extend beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such cancelled commitments, the Contractor agrees to each of the following:
 - 1) Settle all outstanding liabilities and all claims arising out of such cancellation of commitments. The CEO must approve or ratify all such settlements. The CEO's approval of such settlements shall be final for all purposes of this clause.
 - 2) Assign to the Board in the manner, at the time, and to the extent directed by the CEO, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated. At its discretion, the Shenandoah Valley Workforce Development Board shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

10. Termination for Default. Should the Contractor default in the performance of any of its obligations under this contract as determined by the Board, the Board may at its option take any or all of the following actions:

- a. Seek specific performance of this contract by the Contractor.
- b. Terminate this contract after written notice to the Contractor of the default and of the effective date of such termination, which shall be no less than thirty (30) days, unless the Board determines, in its sole discretion, that the default has been cured by the Contractor prior to the effective date of the termination or a corrective action plan satisfactory to the Board, in its sole discretion, is agreed to and signed by the Contractor prior to the effective date of the termination.
- c. If the default of the Contractor involves fraud, misrepresentation, criminal acts, misappropriation of funds, failure to comply with applicable law in connection with the default, or failure to comply with the terms of a corrective action plan, then the Board may terminate this contract immediately by written notice to the Contractor.
- d. Disqualify the Contractor from the award of contract under future RFPs of the Board for such period and under such conditions for requalification as may be determined by the Board.
- e. Seek recovery of any monetary damages sustained as a result of the default.
- f. Withhold payment for invoices properly submitted to the Board until such time that a determination is made on the acceptability of the Contractor's corrective action plan relative to the default.
- g. Procure services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs.
- h. Seek any other remedy that may be available at law, in equity, or under this contract.

In the event of such termination, the Contractor will be paid to the date of termination for such work as has been properly performed hereunder in accordance with the payment provisions. Should it finally be determined by the Board or by a court of competent jurisdiction that the Contractor has in fact performed properly and was not in default, the parties agree that the termination will be treated as a termination for convenience.

11. Disputes

- a. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement between the parties shall be decided by the CEO, who shall reduce the decision to writing and mail or otherwise furnish a copy of it to the Contractor. The decision of the CEO shall be final and conclusive unless within thirty (30) calendar days from date of receipt of such decision, the Contractor mails or otherwise furnishes to the CEO a written appeal addressed to the Shenandoah Valley Workforce Development Board. In connection with any appeal proceeding under this clause, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. The decision of the Board, or its duly authorized representative for the determination of such appeals, will be final and conclusive unless determined by a court of competent jurisdiction to have been arbitrary, capricious, fraudulent, or so grossly erroneous as to imply bad faith. The parties agree that any claim by the Contractor that the decision of the Board as described herein is improper (as described in the preceding sentence), shall be brought by the Contractor in a court of competent jurisdiction within thirty (30) calendar days of the issuance, in writing, of the Board's decision. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of the contract and in accordance with the CEO's decision, as applicable.
- b. The "Disputes" clause does not preclude consideration by the CEO or by the Board of questions of law in connection with decisions provided for in paragraph (a) above, PROVIDED that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

12. Eligibility Certification. The Contractor has the responsibility for eligibility certification of all participants in this contract. The Contractor will maintain records documenting this eligibility and these records are subject to review by Board staff, and other governing authorities. Funds expended for the direct cost of services for ineligible participants are subject to repayment, and are the sole the responsibility of the Contractor.

13. Required Participant Activities. The Contractor has the responsibility for all Federal and State WIOA requirements as well as SVWDB WIOA requirements concerning participant development and activities. If the Contractor does not develop and work with the participant on the required activities, the participant and associated costs may be subject to repayment, and are the sole the responsibility of the Contractor.

14. EEO and Nondiscrimination.

- a. This contract is subject to and the Contractor shall comply with the provisions contained in WIOA Section 188, Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000 et.seq.) as amended by the Equal Opportunity Act of 1974 (42 USC 2000e), the Age Discrimination in Employment Act (29 USC 620 et.seq.), the Age Discrimination Act (42 USC 6101 et.seq.), the Rehabilitation Act (29 USC 794 et.seq.), and the Education Amendments of 1972, Title IX. In undertaking to carry out its obligation under said Acts and Regulation(s), the Contractor specifically agrees that all work/training for which it receives Federal financial assistance through this contract will be carried out in such a manner that no one person involved in the work/training will be discriminated against in ways set forth in the Acts and Regulation(s)

referred to above because of race, color, religion, sex, age, national origin, disability, political affiliations or beliefs, veterans status, or on the basis of any other classification protected by state or federal law. Contractors will document compliance with anti-discrimination laws and will make available to all participants under this contract information regarding his or her obligations under this section in such form and at such times as the Board may specify.

- b. The Contractor will also comply with the provisions of the Virginia Fair Employment Contracting Act and the Virginia Human Rights Act.
- c. The Contractor shall provide copies of the EEO/Non-Discrimination policy to all participants and document this conveyance of information and shall post the Board EEO notice.
- d. The Contractor will furnish all necessary books, records, account, etc. to the Board, the Commonwealth of Virginia, and any other regulatory agency for purposes of investigation to ascertain compliance with these provisions.
- e. The Contractor is responsible for and agrees to indemnify and hold harmless the Board and the Commonwealth of Virginia from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Board or the Commonwealth of Virginia as a result of a party's failure to comply with these provisions.

15. Grievances or Complaints

- a. Discrimination: All grievances or complaints of discrimination against the Board must be filed in accordance with the policies and procedures of the Shenandoah Valley Workforce Development Board.
- b. Other: The Contractor shall establish and maintain procedures to informally resolve grievances or complaints from participants in programs operated under this contract. The Contractor shall inform participants of such procedures (including their right to file grievances with the Board) and obtain written confirmation of their understanding of such procedures. Such grievances or complaints, if not satisfied through informal discussion with appropriate supervisors of Contractor, shall be filed in accordance with Contractor's established grievance procedures. Appeals to decision rendered shall be processed in accordance with the procedures of the Board.
- c. Collective Bargaining: In training facilities operating under a collective bargaining agreement, disciplinary and grievance procedures provided in such an agreement and applicable to participants under this contract shall govern.

16. Adjustments in Payments

- a. If any funds are expended by a Contractor or his subcontractor in violation of the Workforce Innovation and Opportunity Act regulations or conditions imposed by the CEO, the Board may make necessary adjustments in payments to the Contractor to recoup such expenditures.
- b. The CEO may take back unexpended funds, which have been available in order to assure that they will be used in accordance with the purposes of the Act or to prevent further disallowed, unauthorized or illegal expenditures.

17. Accounts Payable Liability. Neither the Governor, the Commonwealth of Virginia, nor the Board assumes liability by virtue of this contract for any costs incurred above the amount provided pursuant to this contract or for costs incurred by the Contractor that are otherwise determined to be unallowable. Any such costs will be at the sole risk of the Contractor. The Contractor is responsible to

ensure that all known outstanding financial obligations under the contract have been paid within twenty (20) calendar days after the contract ending date. Upon expiration of this twenty (20) calendar day period, the Board no longer has any liability for such costs, and they become the sole financial responsibility of the Contractor. Furthermore, any contract funds in the possession of the Contractor for these obligations revert to the control of the Board and must be returned to it immediately, unless specifically directed otherwise in writing by the CEO. In the event unusual circumstances indicate the Contractor may have difficulty satisfying such obligations within the specified time allotted, the CEO must be notified, in writing, within fifteen (15) calendar days after the contract ending date. Such notification shall in no way be construed as relieving the Contractor of stated responsibility and liability after expiration of said 20-day period. The Contractor cannot use new fiscal year funds to pay any cost incurred in the prior fiscal year and not invoiced for, in compliance with requirements enumerated herein. Therefore, such costs become the sole financial responsibility of the Contractor. Any deviations from requirements of this clause must be approved, in writing, by the CEO to the Contractor.

18. Allowable Costs

- a. Funds granted under the Workforce Innovation and Opportunity Act may be expended only for purposes specified in this contract and only to the extent allowable under applicable law and regulations. Contractors shall maintain records that adequately document and verify all contract expenditures.
- b. The program activities against which program costs shall be allocated, controlled, and reported are as directed in applicable regulations. Contractors shall maintain records that adequately document and verify allocation of cost.

19. Reporting Requirements in General. Each Contractor shall submit periodic fiscal and programmatic reports as required by the Board. Other required information shall be submitted no later than the date specified at the time of request.

20. Format of Participant Records. Each Contractor shall organize participant records in the format promulgated by the VCCS. The VCCS has provided specific guidance on the preparation and maintenance of both paper and electronic participant files and the proper labeling and order of documents in participant folders on Elevate VA website.

21. Retention and Transfer of Records

- a. Records shall be retained for a period of four (4) years following the date of the grant closing report except as provided in (b) below. Both participant and financial records must be maintained in a secured locked file cabinet or other secured arrangement.
- b. All records will be retained beyond the four years if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved.
- c. Upon the assumption of program operations by another Contractor, the Contractor and Board staff shall make arrangements to transfer all participant records to the new Contractor. This transfer process will be coordinated by Board staff no later than one week before assumption of program activities by the new Contractor. The former Contractor shall provide these records divided by contract, in alpha order by last name, properly labeled, and in an adequate condition for storage. The Contractor shall provide a list of active and inactive participants and provide a

written explanation of any missing records and of any other issues that may be present. The list(s) will be provided and a chain of custody document will be completed at the time of the records transfer, in accordance with procedures promulgated by the Board.

22. Court Actions; Attorney's Fees.

- a. The Contractor agrees to give the Board immediate notice in writing of any action or suits filed and prompt notice of any claims made against the Contractor or any of the parties involved in the implementation and administration of the WIOA program.
- b. The Contractor shall, at its own expense, indemnify, protect and defend the Board from all claims, damages, costs, lawsuits, and expenses, including, but not limited to, all costs from administrative proceedings, court costs, and reasonable attorney fees, that the Board may incur as a result of any negligent act or omission, or any other conduct or misconduct, of the subcontractor, its Contractor, employees, participants, agents or servants.
- c. The Contractor further acknowledges and agrees that, in addition to any other remedies at law in equity, or pursuant to this contract, it shall be liable for any damages, including any costs and expenses of suit and reasonable attorney's fees, sustained by the Board by virtue of any breach by the Contractor of this contract.
- d. Should the Board be obligated to retain counsel, or to initiate litigation in order to enforce any term, provision, or undertaking hereunder, or to remedy any breach or default thereof, the Board therein shall be entitled to reimbursement of all reasonable attorney's fees and costs incurred, whether suit be brought or otherwise, and through all trials and appellate levels.

23. Subcontract and Assignment. The Contractor may enter into subcontracts as determined necessary to properly complete performance, provided that written permission is obtained from the CEO. The CEO shall determine that the subcontract or assignment is in the best interest of the Board, that the subcontractor is not on the List of Debarred/Suspended Persons or Firms, and that all mandatory provisions and procedural policies contained in this contract are incorporated into any subcontract. The Contractor shall select subcontractors on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

24. Inspections and Right of Access.

- a. All Contractor operations incident to performance under this contract shall be subject to inspection by the Board, the VCCS, the Governor of Virginia, the U.S. Secretary of Labor, the Comptroller General of the United States, or any of their duly authorized representatives. They shall have access to work and training sites and to any books, documents, papers, and records (including computer records) of the Contractor which are directly pertinent to this contract, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies, to the extent reasonable and practical, at all times and places, during the contract period. Contractors shall make their income tax return available for inspection upon request unless otherwise exempt from such disclosure by applicable law or regulation. This right to inspection includes timely and reasonable access to the personnel for the purpose of interviews and discussions related to such documents. The right of access is not limited to the required retention period (four years), but will last as long as the records are maintained. Instances of Contractor noncompliance with the requirements of this contract shall be promptly corrected.

Failure to correct these discrepancies promptly is cause for Termination of this contract for default, as provided in General Provision entitled "Termination for Default."

- b. The inspections by the CEO (or duly authorized representative) do not relieve the Contractor from any responsibility for failure to meet contract requirements that may be discovered at a later date.

25. Audit.

a. Contractors subject to the provisions of The Single Audit Act (as amended), Pub. L. 98-502, 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.

b. Expenditure reimbursement vouchers transactions by all Contractors may be selected for verification in the course of the annual Board's independent audit.

c. Contractors procuring their own audit will ensure that the auditor, immediately and in writing, notifies the Board of possible acts of fraud discovered during the performance of the audit. The Contractor shall ensure that a copy of the audit report is provided to the Board. The Board, VCCS, and the Virginia Auditor of Public Accounts will determine the acceptability of the audit reports.

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

- 26. Liability Clause.** The Board has no liability with respect to bodily injury, illness or any other damages or losses to person or property or claims in respect to any such injury, illness, damages or losses whether concerning persons or property in the Contractor's organization or third parties unless directly caused by the direct and negligent acts of the Board. The Contractor shall obtain a public general liability insurance policy with appropriate coverage as may be specified by the Board. Premiums for the insurance shall be paid by the Contractor.

- 27. Contractor Financial Liability.** The Contractor shall be held liable for any disallowed cost incurred as a result of a participant being found ineligible or for any other cause specified under applicable laws and regulations. The Contractor shall immediately reimburse the Board for any cost disallowed, in writing, by the CEO. In the event of a dispute resulting in an appeal, the Contractor – with the exception of units of state or local government may be required by the Board, in the Board's discretion, to pay the questioned amount to the Board pending a final decision, and such payment shall be made within 30 days from date of receipt of the CEO's decision disallowing the questioned cost. Any appeal of a disallowed cost shall be submitted in accordance with the procedure set forth in Section 11 for disputes over questions of fact.

- 28. Disallowed Costs.** The Contractor shall provide the Board immediate, advance notice of the possibility of disallowed costs being incurred. The Board may seek guidance from VCCS or the USDOL. In the event that repayment is required, the Contractor shall repay disallowed costs promptly in accordance with the preceding section. .

a. False submissions and Disallowed Costs:

- 1) The production, or submittal, of any records, or reports, containing any false information, with the intent to defraud the Board, shall be considered as constituting a fraudulent act in violation of Federal and State law, and shall result in the immediate termination of this contract. Any such incident of submittal of such false information shall be reported to the VCCS and any other local and State authorities having proper jurisdiction. The Contractor shall be liable for the repayment of any and all funds that were paid by the Board, directly or indirectly related to such fraudulent act by the Contractor, for reported performance or other compensation for services or expenses subsequently determined to be fraudulent and invalid. Repayment shall be by deduction from subsequent invoices and/or in the form of a check for the total amount, or balance due.
- 2) All Board funds paid to the Contractor as compensation for services or expenses determined not to be in accordance with the WIOA, applicable regulations, or this contract, shall be a disallowed cost. The Contractor shall repay to the Board any amounts determined not to have been expended in accordance with the WIOA, applicable regulations, or this contract, or disallowed in the final resolution of an audit report. Public Law 113-6 (Division F, Title I, sections 1101 (a)(4), I 102), 112-74 (Division F, Title I, section 105) and TEGL 05-06 restrict the Contractor's salary compensation and bonus limitations of an individual, either direct or indirect, at a rate in excess of Executive Level n.
- 3) The Contractor agrees that in the event it, or any of its agents or employees, makes any unauthorized or disallowed distribution of funds for any reason whatsoever, the Contractor shall be responsible for said sums and shall be liable for the repayment of such funds to the Board upon demand.
- 4) All funds repaid to the Board based on fraudulent or disallowed costs shall be paid from funds other than funds received pursuant to the WIOA, or this contract. The Board may, in its sole discretion, withhold funds due pursuant to this contract pending resolution of such disallowed or fraudulent costs.

29. Option to Extend the Term of Contract. This contract is renewable at the option of the Board by the CEO giving written notice to the Contractor prior to the expiration of the current contract performance period, provided that the CEO shall have given preliminary notice of the Board's intention to renew at least 15 days before expiration of the performance period. However, such preliminary notice shall not be deemed to commit the Shenandoah Valley Workforce Development Board to renewal. If the Board exercises this option for renewal, the contract as renewed shall be deemed to include this option provision. The renewal period will be specified, and the exercise of any option shall not exceed 12 months.

30. Procurement. All procurement of property and services under this contract shall be in accordance with 2 CFR 200.316 -326 and the provisions of the Virginia Public Procurement Act. The Contractor agrees to abide by these and all present or future rules and regulations imposed by the WIOA.

31. Contingency Clause. The Contractor agrees to comply with all present or future federal and/or state rules and regulations applicable to this contract. The Contractor further agrees to comply with the

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

32. Standards of Conduct and Nepotism.

- a. The Contractor hereby agrees that in administering this sub-grant, they will comply with the standards of conduct, hereinafter specified, for maintaining the integrity of the project and avoiding any conflict of interest in their administration.
- b. No individual may be placed in a Workforce Innovation and Opportunity Act if a member of that person's immediate family is directly supervised by, or directly supervises that individual.
- c. No relatives by blood, adoption, or marriage of any executive or employee of the Contractor or service provider will receive favorable treatment for enrollment into services by, or employment with, the Contractor or service provider. When it is in the public interest for the Contractor or service provider to conduct business (only for the purpose of services to be provided) with a relative, the service provider will obtain approval from the Board CEO before entering into an agreement. All correspondence will be kept on file and available for monitoring and audit reviews.
- d. Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of the expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This sub-grant will be administered in an impartial manner, free from personal, financial, or political gain. The Contractor, their executive staff and employees, in administering this sub-grant, will seek to avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.
- e. The Contractor, will exercise due diligence to avoid situations which may give rise to an assertion or the appearance that favorable treatment is being granted to friends and associates. When it is in the public interest, is consistent with the objectives of the WIOA, and is not otherwise in violation of any applicable requirements of law, or contract, for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, such business may be conducted with such person, provided that detailed documentation of any such business transactions are maintained in the records of the Contractor, as required by this contract.
- f. An executive, officer, agent, representative, or employee of the Contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the Contractor. Supplies, materials, equipment, or services purchased with sub-grant funds will be used solely for purposes allowed under the grant.

- 33. Bonding.** A blanket fidelity bond must be secured for all officers, directors, agents, and employees of the Contractor/Subcontractor(s) with authority over and accessibility to WIOA funds. Coverage will be in the sum of \$100,000. Once contracts are awarded, the face value of the bond must be at least the total of all contracts awarded or \$100,000, whichever is more.
- 34. Immigration Reform and Control Act of 1986.** By signing this bid or proposal, the bidder/offeror certifies that it does not and will not, during the performance of this contract, employ alien workers who are not eligible to work in the United States, or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- 35. Contract Performance.** The performance of the Contractor shall, in addition to planned performance versus actual performance, be gauged by those performance standards established for Workforce Innovation and Opportunity Act Programs for the period of this agreement. In addition to statistical data, the Contractor shall provide Board staff with contact information and access to participants for purposes of conducting interviews to collect performance information. It is understood by the parties to this contract that the Board, or its designee, shall:
- a. Determine whether or not the performance of the Contractor is satisfactory,
 - b. Interpret all reports and decide the acceptability and/or progress of services provided,
 - c. Decide the amount, classification, and quality of services provided and amounts to be paid, and
 - d. Determine the validity and acceptability of any claims for payment made by the Contractor.
- 36. Assignment of Contract.** This contract is not be assignable to another entity, in whole or in part, without the written consent of the CEO.
- 37. Conflict of Interest.**
- a. No officer, or employee, of the Contractor will solicit or accept money or any other consideration from a third person or entity for the performance of service contained in this contract. The Contractor will administer this contract in a manner that maintains the integrity of the program and avoids any conflict of interest.
 - b. The offeror represents to the Board that by entering into this agreement with the Board, the offeror will not be in violation of the Virginia Conflict of Interest Act. The Contractor and any of its subcontractors shall review Section 2.2-3100 of the Code of Virginia and other pertinent provisions of state and federal law and regulations.
- 38. Property Management.**
- a. The Contractor assumes responsibility for inventory control, maintenance, insurance, and the physical security of non-expendable Board property placed in its possession. Per Board policy, any property valued at \$500, or more, must be listed on an inventory record and tagged as Board property. Property cannot be cannibalized, traded in, or disposed of in any manner without prior approval by the Board. Any loss, or theft, of such property will be reported to local police. The loss shall also be reported to the Board, with details identifying the property and a copy of the police report.
 - b. Tagged property will revert to the Board upon termination of contractual services. The property may, however, be reissued to the same, or a different Contractor.

- c. The Contractor shall review and deliver, within thirty (30) days of receipt, fully executed Close-Out Package documents (including, but not limited to: Close-out Package Summary Sheet; Contractor Assignment of Refunds, Rebate and Credits; Contractor Release; contract Close-out Tax Certification; and Non-Expendable Property Listing).
- d. Such reports and records shall become the property of the Board without restriction, reservation, or limitation of usage. Such reports and records are subject to Virginia Statutes, and shall be retained by the Contractor as required thereunder, but in no instance shall such records and reports be disposed of within four (4) years after the date of termination of this contract, or of an audit of the Contractor, whichever occurs later.
- e. Should the Contractor plan to dissolve its legal status as a business entity, it shall provide the Board thirty (30) days written notice prior to such occurrence; if involuntary dissolution occurs, the Contractor shall designate an acceptable custodian of records and inform the Board of the location of any and all reports and records regarding activities funded under this contract. The Contractor shall transfer to the Board or its designee all records and reports regarding WIOA activities funded under this contract upon demand by the Board. Such records shall be transmitted in an acceptable condition for storage.
- f. The purchase or rental of non-expendable property with a per unit cost of \$5,000 or more must be approved in advance, in writing, by the CEO and the VCCS. Approval of a budget containing an equipment cost line item does not constitute prior approval to purchase. Non-expendable property purchases will be made in a manner to encourage competition and thus minimize costs.
- g. Intangible Property:
 - 1) Inventions and Patents – The Contractor will promptly inform the Board of any program which produces patentable items, patent rights or inventions. Unless agreed to previously the Board will determine whether protection for an invention or discovery shall be sought and how such rights should be allocated.
 - 2) Copyrights – The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the recipient, subrecipient or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307
- h. Title to Property Acquired or Materials Developed. Title to all property furnished by the Board will remain with the Board unless or until such title is specifically relinquished in writing by the Board. Title to all property, materials and supplies purchased by the Contractor for which the Contractor is reimbursed as a direct item of cost will pass to and vest in the Board. Property

and materials developed, the cost of which is reimbursable to the Contractor under this contract, will pass to and vest in the Board. If applicable, the following needs to be on all products developed in whole or in part with grant funds:

“This workforce product was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner.”

- i. **Ownership of Materials.** The VCCS, the USDOL, and the Board will have unlimited rights to any data, materials, reports, studies, photographs, negatives, films, videos, or other documents first produced or delivered under this contract.

39. Veteran’s Priority of Service. The provisions of the Jobs for Veterans Act (JVA), Pub.L. 107-288 (38 USC 4215) require that the Contractor provide priority of service for 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 DOL. The regulations implementing this priority of service can be found at 20 CFR Part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Grantees must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL

40. Confidentiality. The Contractor shall not divulge any information regarding applicants, participants, or their families without the written permission of the applicant or participant and only to the extent permitted by law. Participant information may be divulged for purposes of contract performance evaluation and to those responsible for monitoring this contract, Board staff, or to governmental authorities, to the extent necessary for proper administration of the law.

- a. The Contractor will refer to the Board all requests by members of the public for records produced under this contract. Board staff may require the Contractor to release the names of all participants in programs under this contract and the names of all individuals employed in staff positions and/or make available to the public other information regarding applicants, participants, or their families, which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source.
- b. The Contractor will not otherwise divulge such information without permission of the applicant or participant, except that information which is necessary for purposes related to the performance or evaluation of the contract may be divulged to parties having responsibilities under the contract for monitoring or evaluating the services and performances of the contract,

to the Board Staff Representative (or duly-authorized representative), or to governmental authorities to the extent necessary for proper administration of the law.

- c. Any breach of confidentiality regardless of extent must be reported to the Board within 24 hours of the occurrence. The Contractor shall provide as many details as possible, including the nature of the breach and the identities of participants affected. Any requests for documents under the Freedom of Information Act or other legal or jurisdictional requirement should be forwarded to the Board. The Board is solely responsible for providing the information to the interested party.

41. Contractor Professional Conduct. The Contractor agrees that it will not, by act of commission or omission, do or fail to do any act that would hinder, frustrate or delay the performance of this contract or any act or duty required. The Board has a proprietary interest in maintaining its reputation as a professional organization administering employment training services. This reputation, which extends not only to its service area and the Commonwealth of Virginia, but to the nation as a whole, is a valued asset which must be preserved. Contractors are a part of this employment training system and are expected, and hereby agree, to support and maintain a professional image and conduct themselves professionally while performing their Board supported activities. Presenting an unprofessional image by voicing unwarranted criticism of the Board when they are conducting public meetings with clients, potential clients and with the employer community is inappropriate and unprofessional. If Contractors disagree with Board actions it is appropriate to present their concerns to Board staff or at Board meetings. As private citizens, individuals may voice their views in other forums. This requirement is only applicable to Board supported activities.

42. Assurances. The Contractor assures that he/she:

- a. Will fully comply with the Workforce Innovation and Opportunity Act, all Federal regulations issued pursuant to the Workforce Innovation and Opportunity Act, all State and/or Shenandoah Valley Workforce Development Board policies and requirements.
- b. Will establish and use internal program management procedures sufficient to prevent fraud and program abuse.
- c. Will maintain auditable and otherwise adequate records which support the expenditure of all funds under its contract.
- d. Will comply with Section 504 of the Rehabilitation Act of 1973 (29 USC 701 et.seq.) as it requires removing all architectural barriers to the handicapped.
- e. Will comply with all applicable provisions of the Americans with Disabilities Act.
- f. Will comply with the child labor requirements of the Fair Labor Standards Act or the Child Labor Laws of Virginia, whichever is more restrictive.
- g. Will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act Of 1970 (42 USC 4601 et. seq) that provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
- h. Will comply with the provisions of the Hatch Act which limits the political activity of certain State and local government employees.
- i. Will for contracts in excess of \$100,000.00, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 USC 1857-8(c) (1) or the Federal Water Pollution Control Act (33 USC 1319(c) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, assures that: (1) no facility to be utilized in the performance of the contract

has been listed on the EPA List of Violating Facilities; (2) it will notify the CEO of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities; and (3) it will include substantially this assurance, including this third part, in every nonexempt subcontract.

- j. Will comply with Executive Order 11246 (Equal Employment Opportunities), the Copeland “Anti-Kick-Back” Act, and the Davis-Bacon Act (whenever the Act’s provision apply to the contract).
- k. Will comply with the Virginia Privacy Protection Act of 1976.
- l. Will conform with requirements of Public Law 103-227, Part C – Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provisions of health, daycare, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.
- m. Will provide insurance as follows: Certificate of Insurance and Hold Harmless Agreement. Contractors must name the Shenandoah Valley Workforce Development Board, Inc. as an additional insured on their liability insurance. Contractors will provide on an annual basis at contract award, a certificate of insurance which is proof of liability insurance and that the Board is named as an insured. In addition, a Hold Harmless Agreement is required.

43. Prohibited Acts. The Contractor shall ensure that WIOA funds are not expended for the following activities:

- a. Public service employment except as specifically authorized in Title I of the WIOA and contract specifications.
- b. Relocation of a business or part of a business that results in the loss of employment at the original location [WIOA Section 181(d)].
- c. Employment generating and similar activities if not related to training for eligible individuals [WIOA Section 181(e)].
- d. Sectarian activities [WIOA Section 188(a) (3)].
- e. Foreign travel [WIOA Section 181(e)].
- f. Political activities [WIOA Section 195(6)].
- g. Duplication of facilities/services available in the area [WIOA Section 195(2)].
- h. Employment or training of participants in sectarian activities WIOA Section 188(a).
- i. Charging participants a fee for placement or referral into a training or other WIOA funded program [WIOA Section 195(5)].
- j. Wages of incumbent employees during participation in economic development activities [WIOA Section 181(b)[1].
- k. Displacement of employees by any WIOA participants [WIOA Section 181(b)(2) and (3)].
- l. The promotion or deterrence of union organizing [WIOA Section 181(b)(7)].

- m.** Purchase or building/capital improvements, except:
 - 1) To meet obligations for access and accommodation under Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (ADA) of 1990, as amended, or
 - 2) As specified by this contract
- n.** All those unallowable activities in 2 CFR Part 200 et al, (including all prior approval requirements) including, but not limited to:
 - 1) Advertising and public relations not related to participant and employer outreach
 - 2) Alcoholic Beverages;
 - 3) Bad Debts;
 - 4) Capital expenditures for general purpose equipment, buildings, and land;
 - 5) Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life;
 - 6) Consultant fees in excess of \$450 per day without specific written permission from the CEO;
 - 7) Contingency Provisions;
 - 8) Costs of legal, accounting, and consultant services, and related costs, incurred in connection with patent infringement litigation;
 - 9) Costs of prosecution of claims against the Federal Government, including appeals of final Federal agency decisions;
 - 10) Costs resulting from non-Federal entity violations of, alleged violations of, or failure to comply with, Federal, state, tribal, local or foreign laws and regulations;
 - 11) Donations and Contributions including cash, property, and services;
 - 12) Entertainment Costs;
 - 13) Fines and Penalties;
 - 14) Fundraising and Investment Management Costs;
 - 15) Goods or Services for Personal Use;
 - 16) Housing and Personal Living Expenses;
 - 17) Idle Facilities Costs;
 - 18) Interest attributable to a fully depreciated asset;
 - 19) Interest on borrowed capital, temporary use of endowment funds, or the use of the non-Federal entity's own funds;
 - 20) Lobbying Costs or fundraising services;
 - 21) Losses on Other Awards or Contracts;
 - 22) Memberships, Subscriptions and Professional Activity Costs for Social Organizations or Lobbying Organization;
 - 23) Organization Costs;
 - 24) Payment of Late fees;
 - 25) Selling and Marketing Costs