



# **VIRGINIA CAREER WORKS**

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## **BAY CONSORTIUM REGION**

### **Request for Proposals**

**Bay Consortium Workforce Development Board, Inc.**

**Workforce Innovation and Opportunity Act**

**Youth Program Services**

**Program Year 2021 - 2022**

**Release Date: November 6, 2020**

**Due Date: December 23, 2020 (12/23/2020) at 2:00 p.m. EST**

**Contract Period: July 1, 2021 to June 30, 2022**

**P.O. Box 1117**

**487 Main Street. Warsaw VA 22572**

**804-333-4048 Ext. 2**

**[www.vcwbay.com](http://www.vcwbay.com)**

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## **Bay Consortium Workforce Development Board, Inc.**

### **Workforce Innovation and Opportunity Act**

#### **Youth Program Services**

The Bay Consortium Workforce Development Board, Inc. (BCWDB) is seeking competitive proposals to provide WIOA Youth services to Local Workforce Development Area (LWDA) XIII, George Washington Sub-Area 16 (Fredericksburg City and the counties of Stafford, Spotsylvania, King George and Caroline), Northern Neck Sub-Area 17 (Richmond, Lancaster, Westmoreland, and Northumberland), Middle Peninsula Sub-Area 18 (Essex, King and Queen, King William, Mathews, and Middlesex Counties), and Eastern Shore Sub-Area 22 (Accomack and Northampton Counties).

The mission of the BCWDB is to achieve the purpose of WIOA and Virginia's strategic and operational vision and goals by providing comprehensive, customer-driven workforce services that connect employers, education providers, job seekers, workers, and youth. The BCWDB seeks a provider of workforce services who can partner with the Board to move its mission, values, and workforce area forward. The BCWDB's vision for youth program services is to inspire and assist youth to overcome barriers, acknowledge their accomplishments, and create connections to be successful in continued education and in the workforce. WIOA Youth Programs focus on reaching basic skills proficiency, completing a high school education or GED, exploring career pathways and developing a career plan with both short and long-term goals resulting in full-time unsubsidized employment. The BCWDB encourages a creative approach to service and innovative projects individualized to fit the needs of the participants while increasing their current and future employability. Programs should assist participants in continuing or completing their education, developing a range of occupational and employability skills, and overcoming barriers to education and employment.

Eligible Bidders: Government agencies; businesses, both non-profit and for-profit; educational institutions including secondary, technical and higher education institutions; and faith-based organizations are eligible to apply via this Request for Proposals. All non-governmental agencies must provide verification of legal status of the entity.

Clarifications to RFPs and answers to questions not contained in RFPs, as applicable and appropriate, will be posted on the BCWDB Website at <http://www.vcwbay.com> without further notice.

### **BACKGROUND**

On July 22, 2014, the Workforce Innovation and Opportunity Act (WIOA) was signed into law and replaces 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 BCWDB 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.

### **PURPOSE**

It is the intent and purpose of this solicitation to make Workforce Innovation and Opportunity Act (WIOA) funding available for qualified providers capable of delivering comprehensive workforce services to out-of-

school young ages 16-24 and the remaining in-school youth currently enrolled. Currently there are in-school youth that will need to receive services until completion. At this time, there are no plans to enroll new in-school youth, but if an opportunity is presented that the BCWDB believes will align with the organization's mission and strategic goals and meets the needs of target industry sectors and in-demand occupations, the opportunity will be investigated and the contract may be modified.

The BCWDB plans to award (4) four individual contracts based upon the availability of WIOA formula funding to the local area. All funds awarded under the terms of this RFP must be reimbursed and expended on WIOA eligible youth residing in any one of the localities within the Area XIII service region.

**WIOA requires a defined percentage of awarded funds be spent on youth work experience elements. This contract will have a defined dollar amount that must be spent. Work experience elements are defined under Youth Program Elements in this document. Funding will vary depending upon final allocations, number of new participants to be served, service delivery model proposed, and final contract negotiations.**

It is anticipated that the successful Offeror contract will start service delivery July 1, 2021 through June 30, 2022. The contract will have the option for up to two (2), one (1) year contract extensions at the sole discretion the BCWDB.

For the award period July 1, 2021 - June 30, 2022 the **ESTIMATED** youth contract will be \$100,000.00 per Sub-Area. The required expenditure for work experiences and trackable staff associated with work experiences will be \$20,000.00 per Sub-Area.

### **SCOPE OF WORK**

The BCWDB seeks organizations (Offerors) that have an innovative approach to create, promote and manage effective workforce programming and initiatives that meet the needs of businesses, communities, young adults, and the families they represent. Qualified Offeror(s) will demonstrate the ability to design and implement services to accomplish the requirements as listed:

- Collaborate on the development and implementation of career pathways and participate in the continuous improvement and advancement of the career pathway model.
- Partner and/or align with other organizations to reduce duplication, close programming gaps, and provide seamless access to service delivery.
- Survey regional youth-oriented organizations to determine resources and services provided and those services that can be leveraged for youth participants. Participate in regional asset mapping of youth services. Explore the possibility of creating area youth interest groups.
- Implement a successful work experience program, recognizing the strong emphasis that WIOA has placed on work experience.
- Work with the BCWDB to design a program for non-college bound high school students who chose to go directly into the workforce.
- Coordinate with the BCWDB to utilize the opportunities that additional grants may afford the participants such as student and pre-apprenticeship and registered apprenticeship.
- Promote successful attachment to the workforce through career pathways and education and/or

employment by identifying employer and educational training partners to support individual development.

- Provide outcome-oriented strategies to identify the out-of-school youth population and ways to provide service to those clients in a geographically dispersed, rural area with a low unemployment rate.
- Provide flexible youth program service delivery methods.
- Improve outcomes through placement in employment, retention in employment, completion of training, attainment of credentials, and measurable skills attainment.

## **WIOA PROGRAM REQUIREMENTS**

### **Basic Career Services**

Basic career services shall be available to all individuals seeking services through the Bay Consortium Workforce One-stop System and are to be provided in WIOA comprehensive one-stop centers by Wagner-Peyser funded staff in coordination with other one-stop partners. If Wagner-Peyser funded staff are present in affiliate sites, they will deliver basic career services in coordination with other one-stop partners. The successful Offeror will provide services to complement and coordinate with the customer flow process of the one-stop partners, the one-stop operator and will be an integral part of the system. Basic career services shall be accessible to all customers; therefore, any necessary accommodations shall be available for customers with disabilities or other barriers, including language barriers. Basic career services are listed below.

- Client intake and orientation to Virginia workforce system services
- Initial needs assessment and evaluation of work history and educational attainment
- Registration in the Virginia Workforce Connection (VaWC)
- Labor exchange services, such as job search and job placement assistance
- Basic job search assistance
- Resume development and interview techniques workshops and individualized assistance
- Labor-market information
- Information on available supportive services
- Assistance through trained and available staff, either onsite at a one-stop career center, by telephone, or through other technology to file unemployment compensation claims
- Staff-supported assistance in resource rooms
- Referrals to other programs and services available through the one-stop system

## Individualized Career Services

The successful Offeror must ensure each eligible youth completes an objective assessment, which is comprised of an informal and formal assessment that documents each participant's academic level, skills, prior work experience, aptitude, interest, and personal and supportive service needs.

Each participant must be involved in the development of an Individual Service Strategy (ISS) that identifies short-term and long-term goals for education and employment, based on individual needs. The ISS plan must be tied to a career pathway and performance outcomes; then actualized through the 14 WIOA Youth Program Elements.

Successful career pathway program models will serve to reposition young adults as an asset to employers and the community. Employer and partner relationships are critical to ensure young adults actively engage in the workplace and the community in a meaningful way.

## Youth Program Elements

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

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

1. **Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies** that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.
2. **Alternative secondary school services**, or dropout recovery services, as appropriate.
3. **Paid and unpaid work experiences** that have as an academic and occupational education component, which may include: 1) summer employment opportunities and other employment opportunities available throughout the school year, 2) pre-apprenticeship programs, 3) internships and job shadowing, and 4) on-the-job training opportunities.
4. **Occupational skill training**, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved, if the local board determines that the programs meet the appropriate quality criteria.
5. **Education offered concurrently with and in the same context as workforce preparation** activities and training for a specific occupation or occupational cluster.
6. **Leadership development opportunities**, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.
7. **Supportive services**, which may include linkages to community services, referrals to health care, and cost assistance with transportation, childcare, housing, uniforms, and educational testing.

8. **Adult mentoring** for a duration of at least 12 months that may occur both during and after program participation.
9. **Follow-up services** for not less than 12 months after the completion of program participation.
10. **Comprehensive guidance and counseling**, which may include drug and alcohol abuse counseling, mental health counseling and referral, as appropriate.
11. **Financial literacy education** is education or activities that assist youth in making informed financial decisions; supports the ability of participants to create budgets, initiate checking and savings accounts at banks, and make informed decisions.
12. **Entrepreneurial skills training** are approaches to providing the basics of starting and operating a small business; introduce youth to small business development, or classes to help youth access small loans and/or grants.;
13. **Services that provide labor market and employment information** about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, labor market trends, job openings, and career exploration services.
14. **Activities that help youth prepare for and transition to postsecondary education and training**, which may include entrance testing, financial aid, college prerequisite courses, activities that assess participant strengths, abilities, and interests; and the development of a portfolio that demonstrates accomplishments and competencies.

### **Career Pathway Program Models**

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

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

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

## **Eligible Youth**

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

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

## **Priority Populations**

- Priority youth populations to be served are listed below and are not prioritized.
- Youth who are homeless, runaways, in or aged out of foster care;
- Pregnant or parenting youth;
- Youth with a disability;
- Youth who disconnected from school or work;
- Youth residing in public housing and/or subsidized housing; and
- Court involved youth.

## **Additional Eligibility requirements for Out-of-school Youth**

**“Out-of-School Youth” means an individual who is:**

- Not attending any school (as defined under Virginia compulsory attendance law)
- Be age 16 or no older than age 24;
- And be identified as one or more of the following:
  - a. A school dropout.
  - b. A youth who is within the age of compulsory school attendance, but has not attended school for at least most of the recent completed school year calendar quarter.
  - c. A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is – basic skills deficient; or an English language learner.
  - d. An individual who is subject to the juvenile or adult justice system.
  - e. A homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6))), a homeless child or youth (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42U.S.C. 11434a (2))), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under section 477of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement.
  - f. An individual who is pregnant or parenting.
  - g. A youth who is an individual with a disability.
  - h. A low-income individual who requires additional assistance to enter or complete an educational program or secure or hold employment.

**In-School Youth:** Since we are not currently recruiting in-school youth at this time, eligibility requirements are not listed but can be found on the Virginia Career Works website at [www.virginiacareerworks.com](http://www.virginiacareerworks.com). The Successful Offeror(s) shall be responsible for determining WIOA eligibility of all youth participants recruited to its program in addition to the collection and verification of all necessary eligibility source documents, including documentation of the required eligibility barrier, and must key information into the State's mandated automated data collection and tracking system in a timely manner as prescribed by Virginia Community College System (VCCS).

### **Other Program Requirements**

All programs must provide the activities or services as listed below:

- Conduct outreach and recruitment of participants based on program model. All outreach and recruitment materials, including, but not limited to printed materials and digital media must be developed in accordance with BCWDB policies and procedures and must be pre-approved by the BCWDB.
- Partner and collaborate with all local sub-area Departments of Social Services when conducting outreach and recruitment activities.
- Determine participant eligibility, which includes obtaining, reviewing, and validating required program documentation and basic skills assessment.
- Conduct formal assessment(s) that determine educational literacy levels in reading, writing and math.
- Provide remediation for adults that are basic skills deficient.
- Provide labor market information and career exploration activities within the first 30 days of participant's program acceptance.
- Develop an individual employment plan (IEP), in collaboration with the adult or dislocated worker, which addresses the identified needs and plans to reach the participant's career and work goals.
- Develop a process for issuing Individual Training Accounts (ITAs), verifying attendance and processing payments. ITA issuance must align with BCWDB policy and procedures.
- Identify and engage employers to work with clients on work experience, on the job training, and registered apprenticeships. Work in coordination with the BCWDB business services team and discretionary grant managers.
- Maintain contact with each participant every 30 days and maintain that information in Virginia's System of record (VaWC) and a hard file.
- Develop and maintain effective partnerships to leverage resources and for participant referrals.
- Maintain a hard file of all documentation pertaining to the participants' eligibility, service strategy, accomplishments, goals and all funds expended with such participant.
- Maintain customer service (business and participant) data for continuous program improvement.



## Performance and Reporting Requirements

The WIOA performance measures went into effect July 1, 2020. The successful Offerors will be required to meet and or exceed the local negotiated rates.

The Virginia Workforce Connection (VaWC) is the system of record for WIOA Title I programs in Virginia and is used for reporting to US Department of Labor (DOL). Timely and accurate entering of data on participants is critical to ensure that performance is reported accurately. Delays in data entry adversely affect quarterly and annual reports; and may result in an outcome that is not reported because it was not recorded correctly in the time period required.

### Youth Federal Performance Goals under WIOA Regulations

Performance Measure	Area XIII Negotiated Levels for PY 2020
Employment 2nd quarter after Exit	77.3%
Employment 4th quarter after Exit	62.8%
Credential Attainment within Four Quarters after Exit	70.0%
<b>Additional State Performance Goals</b>	
Median Earnings 2nd quarter after Exit	\$3,500
Measurable Skills Gain	69.1%

The BCWDB is authorized to establish local performance measures to ensure programs meet the specific needs of the local area. New local measures may be implemented by the Board at any time during the contract term. Specific targets would be negotiated with the service provider. In addition to the federal and state performance requirements, the successful Offeror(s) must submit monthly dashboard and narrative reports to include, at a minimum the following:

- Number of outreach and recruitment sessions and activities;
- Number of enrolled participants by jurisdiction;
- Number of participants placed in work experience, OJT, registered apprenticeship, or unsubsidized employment and a listing of the occupations;
- Number of participants placed in classroom occupational skills training and the type of training;
- Number of participants that obtain a credential;
- Number of participants entering full time unsubsidized employment;
- Customer satisfaction survey results; and
- Submit a mutually agreed upon report on the progress of the currently enrolled in-school youth.

## **Financial Management Requirements**

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

- Fiscal management policies that demonstrate the segregation of duties from the originator of expense and actual payment of such expense.
- 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.
- An electronic financial management system, which produces a trial balance, an income statement, and balance sheet on a cash and accrual basis.
- 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).
- 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.

## **Basic Administrative Requirements**

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

- Written program operational policies, submitted to the BCWDB 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.
- 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.
- Staff person dedicated to training staff on program implementation, including changes to federal, state, and local policy and procedures.
- 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.
- Customer satisfaction survey and process to administer and report results monthly to the BCWDB. This process will be reviewed and approved by the Board.
- Staff person tasked with collecting, compiling, analyzing, reporting, and disseminating a monthly dashboard and narrative report to the BCWDB.

## **Program Locations and Operation Requirements**

The successful Offeror will be required to operate its program in the designated areas within the Bay Consortium Virginia Career Works Center comprehensive/affiliate/satellite locations as indicated on the chart

below. The BCWDB reserves the right to increase, decrease, or expand program locations, if such changes are made, the successful Offeror will be given 30 days' notice.

The successful Offeror is responsible for 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>Bay Consortium Virginia Career Works Center Location</b>	<b># Offices/Cubicles</b>	<b># of Resource Labs &amp; # of Computers</b>	<b>Shared Space w/ Partners</b>

**Monitoring and Compliance**

- The successful Offeror must comply with current and future Federal, State and Local policy regulations while implementing WIOA program services.
- The successful Offeror will be monitored by BCWDB staff, the BCWDB independent auditor, Department of Labor (DOL) and the Virginia Community College System (VCCS).
- The successful Offeror will be monitored and/audited at least one time with the option, at the discretion of the BCWDB, of quarterly reviews for each full program year. The monitoring will consist of a programmatic, administrative and fiscal review.
- The successful Offeror must be prepared to provide a written response to the monitoring and if needed, a corrective action plan must be submitted. The corrective action plan will be reviewed and input will be provided by the BCWDB as deemed necessary; the plan will be monitored for adherence and/or adjustments to the plan's implementation.

**Customer Service and Professional Development**

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

The successful Offeror will ensure and include in the budget the costs associated with staff members obtaining a Workforce Development Professional Credential. Within the proposal, the Offeror must describe the percentage of staff that currently have a credential and the time frame for the remaining staff to obtain a credential.

**The successful Offeror must also include a plan for ongoing staff development to ensure up-to-date knowledge for program implementation based on the most current Federal legislation; State and Local policies and procedures; and workforce trends and promising practices.**

## **ANTICIPATED PROJECT SCHEDULE**

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

Issuance of RFP	November 6, 2020
Optional Virtual Bidders Conference, 10:00 am -11:00 am	November 19, 2020
RFP Response Due Date	December 23, 2020 @ 2:00 p.m. EST
Oral Presentations/Negotiations with finalists	January 11, 2020
BCWDB/CLEO Selection of Youth Provider	February 10, 2020
Service Delivery Begins	July 1, 2021

Beginning on November 6, 2020 after 12p.m. EST, the RFP will be available for download from the BCWDB website at [www.vcwbay.com](http://www.vcwbay.com).

## **ADDITIONAL TERMS**

The attached BCWDB's General Provisions become part of this request for proposal and the Offerors contract. If there are differences between the RFP and General Provisions, General Provisions take precedent.

## **GENERAL CONTRACT TERMS AND CONDITIONS:**

For the purposes of this ("General Contract Terms and Conditions"), the term "Contract" refers to the contract resulting from this procurement, and the term "BCWDB" refers to the Bay Consortium 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.

### **Independent Contractor**

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

### **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.

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

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.

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.

### **Employment Discrimination by Contractor Prohibited**

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.

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.

### **Indemnification**

Unless prohibited by law from doing so, the Successful Offeror agrees to indemnify, defend, and hold harmless the BCWDB, the city and counties comprising Local Workforce Area #4 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.

### **Insurance Requirements**

The Successful Offeror shall maintain insurance to protect itself and BCWDB, the city and counties comprising Local Workforce Area #4 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)**

## **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.

## **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 BCWDB and the Successful Offeror, as the taxes shall be an obligation of the Successful Offeror and not of BCWDB, and the BCWDB shall be held harmless for same by the Successful Offeror.

## **Safety**

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.

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.

In the event the BCWDB 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 BCWDB to discontinue such practice.

## **Authorization to Transact Business in the Commonwealth**

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.

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.

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 BCWDB CEO.

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.

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.

### **Contact with Students**

Offerors 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 Bay Consortium 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. Offerors shall cause any of their subcontractors to provide the same certification described herein with regard to the subcontractors' employees. **(Attachment G)**

### **PROPOSAL RESPONSE FORMAT**

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)**

All proposals received at the BCWDB office on time shall be accepted. All late proposals received at the BCWDB office shall be returned to the Offeror unopened. Proposals shall be open to public inspection only after award of the Contract.

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)**.

### **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) Uniform Guidance  
[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- Virginia Community College System (VCCS) Virginia Career Works Practitioners Corner  
<https://viriniacareerworks.com/practitioners-corner/>

- Eligibility Requirements for, Definitions, Acceptable Verification and Documentation, Selective Service Requirements and other State policies and guidance  
<https://virginiacareerworks.com/practitioners-corner/>
- Bay Consortium Workforce Development Board  
[www.vcwbay.com](http://www.vcwbay.com)
- Virginia Workforce Connection  
<https://www.vawc.virginia.gov>
- Career Pathways Tool Kit  
[https://www.doleta.gov/usworkforce/PDF/career\\_pathways\\_toolkit.pdf](https://www.doleta.gov/usworkforce/PDF/career_pathways_toolkit.pdf)

## **PROPOSAL NARRATIVE (Attachment C)**

### **Program Description/Organization Overview**

- Please provide a brief statement outlining your understanding of the employment and training needs, as well as, the challenges facing young adults in the Bay Consortium rural area; and how your organization’s proposed project (career pathways and/or work-based learning) aligns with meeting those identified challenges. 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.
- 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 WIOA awardees must include information on past WIOA performance and a description of the projects, goals and outcomes.
- Provide examples of your organization’s ability to be innovative and how that innovation will be used to develop and implement a career pathways workforce program for young adults residing in the Bay Consortium Area.
- Describe in detail your organization’s ability to offer training concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.
- Describe your organization’s understanding of how the youth program works within 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;
- Identify Program Partnerships
  - i. Business Partnership
  - ii. Youth-service organizations supporting the continuum
  - iii. Other partners

### **Organizational Capacity**

- 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.

- Describe how your organization will document staff time expended on WIOA program delivery and each program element.
- 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.
- 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 BCWDB or employed by an organization currently participating in any workforce development service or center in LWDA XIII or related to such individuals.
- Describe efforts to ensure transparency with the program and avoiding conflict of interest between the organization and/or its representatives.
- Detail your organization's knowledge and experience with administering WIOA Title 1, Youth programs and 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.
- 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.
- Implementation Plan – provide a timeline inclusive of the action steps to be taken to fully implement the Scope of Services.

### **Fiscal Capacity**

- Describe how your organization will meet the requirement for having sufficient financial resources to cover expenditures from the startup period until expenditures from July 2021 will be reimbursed (approximately 75 days thereafter). Please note this is a reimbursement-based agreement and cash advances will not be provided.
- 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.
- 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 allow ability of costs under OMB Uniform Guidance.

### **WIOA Program Framework, Elements and Performance Outcomes**

- Customer Flow- provide a flowchart that best depicts how out-of-school young adults will experience the services to be provided from recruitment through completion and attainment of the required WIOA performance outcome(s). The flowchart must be based on whether or not the out-of-school youth is seeking a high school diploma or GED and another that depicts how those with high school diplomas will be served towards WIOA outcomes.
- Describe in detail your strategy for recruitment, enrollment and orientation of the priority population young adults that will participate in the program. Address in particular recruitment efforts in a wide spread rural area and in the five one-stop locations. How will you recruit in the counties/cities in which one-stops are not located?
- Demonstrate your organization understands of developing an individualized service plan that identifies the career/employment goals, appropriate achievement objectives and appropriate services for the participants. This response should also include the names of assessments used and their practical application.
- Describe your organization's plan to ensure that the required performance measures are met.
- Describe what high growth/ high demand career pathways your organization plans to focus on for program implementation.
- Describe in detail your participant retention and reengagement strategy.
- Describe your process for determining and documenting eligibility and suitability for the program.
- Using (**Attachment C-2**) indicated your organizations' proposed performance outcomes.
- Using (**Attachment C-3**) indicated your organizations' proposed service levels and outcomes.

- Using (**Attachment C-4**) describe how you will provide each of the WIOA required 14 Program Elements for youth included in the Scope of Work.
- If your organization will not be providing service(s) directly, describe how you will provide it through subcontractor(s) or MOU partner relationships.
- Describe how your organization will engage business in program delivery and participant skills development.
- Describe in detail the occupational skills training participants will receive and the method that the program will use to deliver the training.
- How will partnerships be coordinated to ensure performance that will achieve program and contract goals? Include letters of commitment from key partners essential to delivering the services you propose and that are also keys to achieving the proposed outcomes. Letters should identify the prospective partner, state the purpose of the proposed partnership including any services to be offered, and specify the roles and responsibilities of the partner and value of the partner's contribution.
- WIOA and BCWDB allow the use of incentives for attainment of certain program outcomes. Please describe if your organization plans to provide incentives and if so how, proposed amount and distribution method and frequency.
- Describe how your organization will evaluate the effectiveness of the program, service delivery and partner agencies.

**Budget – (Attachment C-1)** Electronic version (required) excel format can be found on [www.vcwbay.com](http://www.vcwbay.com)  
**Please complete, print and attach the budget forms (Attachment C-1). Excel budget format must be included on the submitted flash drive.** A partial example below:

Please include a budget narrative that addresses the following:

- A description of how the proposed budget effectively supports the program model.
- Include evidence in the budget of leveraged resources and in-kind contributions that will assist in meeting proposal outcomes, if any.
- If your organization is requesting profit and/or indirect expenditures, documentation to support the requested profit or indirect percentage must be attached.
- Attach a copy of the organization's most recent annual budget labeled as (**Attachment J**).
- Attach a copy of the organization's most recent financial statement audit and auditor's report thereon; the any findings reported must be satisfactorily addressed or a statement must be included denoting how the findings have since been addressed, labeled as (**Attachment K**).
- 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 of the most recent accepted negotiated indirect cost rate agreement (NICRA). Labeled as (**Attachment L**).

- Prohibited expense items under this contract are listed in General Provisions.

**PROPOSAL EVALUATION/SELECTION PROCESS**

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

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

<b>EVALUATION CRITERIA</b>	<b>WEIGHT</b>
<b>Organization Background, Qualifications, Performance History</b> <ul style="list-style-type: none"> <li>• Understanding of workforce programs and services on a national, state and geographic rural area scale.</li> <li>• Knowledge and success with engaging and supporting young adults aged 16-24.</li> <li>• History of meeting performance standards or target with federal programs or grants.</li> </ul>	25
<b>Proposal Narrative</b> <ul style="list-style-type: none"> <li>• Innovation, career pathway development, project implementation plan and partner development;</li> <li>• Outreach and recruitment, retention and reengagement; and</li> <li>• Coordination and implementation of the 14 program elements, proposed services and performance targets.</li> </ul>	30
<b>Staffing Plan and Organizational Chart</b> <ul style="list-style-type: none"> <li>• Staffing structure at Workforce Centers, support center(s) and corporate structure; and</li> <li>• Organization’s accountability structure.</li> </ul>	15
<b>Budget and Financial Management</b> <ul style="list-style-type: none"> <li>• Cost per participant and amount budgeted for direct participant cost; addressing the work experience percentage requirements.</li> <li>• Accounting controls, systems to track expenditures, development of fiscal policies and procedures;</li> <li>• Organization’s ability to cover expenses until reimbursement dates;</li> <li>• Audit and annual budget; and</li> <li>• Leveraged Funding.</li> </ul>	30
<b>TOTAL</b>	100

The BCWDB has instituted procedures for assessing the technical merit of proposals to provide for an objective review of applications and to assist you in understanding the standards against which your proposal will be judged. The evaluation criteria are based on the information required in the proposal, as described in the Proposal Narrative of the RFP. RFP Panelists will rate each section based on how fully and convincingly the proposal responds. The final scores will serve as the primary basis for selection of applications for funding. The RFP Panelists scores and P&A Committee and Executive Committee recommendations are advisory in nature and not binding on the Bay Consortium Workforce Development Board or the Chief Local

Elected Officials Consortium. Those bodies reserve the right to make selections based solely on the final scores or to take into consideration other relevant factors when applicable.

**General Provisions will become part of the contract and can be found at [www.vcwbay.com](http://www.vcwbay.com)**

**Bidders Conference Information Session:** November 19, 2020 (From 10:00 am – 11:00 am EST) – Information session and Bidder’s Conference will be held in person on November 19, 2020 beginning at 10:00 am EST at **487 Main Street, Warsaw, VA 22572**. If you are unable to attend the conference, you may join by Zoom at [Bidder's Conference ZOOM Link](#) utilizing Meeting ID: [878 4724 9739](#) and Passcode: [217327](#) or by telephone by calling [1-929-436-2866](#) utilizing Meeting ID: [878 4724 9739](#) and Passcode: [217327](#). Please call in by 9:55 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, so please have a copy of the RFP available for you to reference. Attendance or call-in at the Bidder’s Conference Information Session is not a requirement for proposal submission.

**Attachment A**

**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 BCWDB in appropriating funds for the project authorized by this Contract shall be cause for termination of this Contract, and BCWDB 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.

PLEASE MARK WHICH SUB-AREA THE ATTACHED PROPOSAL IS FOR: (A SEPARATE PROPOSAL MUST BE SUBMITTED FOR EACH SUB-AREA)
<input type="checkbox"/> GEORGE WASHINGTON SUB-AREA 16
<input type="checkbox"/> NORTHERN NECK SUB-AREA 17
<input type="checkbox"/> MIDDLE PENINSULA SUB-AREA 18
<input type="checkbox"/> EASTERN SHORE SUB-AREA 22
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 WIOA 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)
- \_\_\_\_\_ Proposed Performance Outcomes (Attachment C-2)
- \_\_\_\_\_ Projected Service Levels and Outcomes (Attachment C-3)
- \_\_\_\_\_ Program Elements (Attachment C-4)
- \_\_\_\_\_ 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 [www.vcwdb.com](http://www.vcwdb.com)**
6. The proposal must be delivered either by mail, delivery service, or in-person, **no later than 2:00 p.m. EST on December 23, 2020**. Proposals submitted via email or fax **will not** be considered. Incomplete proposals or any proposal(s) received after the proposal deadline **will not** be considered; unopened package will be returned.
7. All Proposals **must** be sealed and labeled with RFP # 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 BCWDB at the following address:**

Mailing address	Delivery address	Note
P.O. Box 1117 Warsaw, VA 22572	487 Main Street Warsaw, VA 22572	Normal Business Hours 8:00 a.m. to 4:00 p.m. Eastern Standard Time.

## ATTACHMENT C-1

### BUDGET AND BUDGET NARRATIVE

#### General Budget Guidance

- Two separate budgets and budget narratives should be submitted for out-of-school and in-school as separate programs. Both should cover the period from July 1, 2021 - June 30, 2022.
- This is a reimbursement-based contract which reimbursements are paid using WIOA federal funds; therefore, your organization's budget should be in compliance with the appropriate OMB Uniform Guidance and its corresponding documentation.
- Every cost associated with providing WIOA youth 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 BCWDB in processing all invoices and program fiscal monitoring.
- Successful Offeror 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.
- What personnel costs are included in Youth Work Experiences required percentage?\*

*\*Any staff/personnel whose time is directly linked to providing services directly in the area of youth work experience. The method of allocation, collection and reporting of staff time must be developed in cooperation with the BCWDB's Executive Director and approved by the Executive Director.*

Overall budget-Attachment C-1: Electronic excel format can be found on [www.vcwdbay.com](http://www.vcwdbay.com)

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



**ATTACHMENT C-2**

**Proposed Performance Outcome and Service Delivery Levels Request Performance Targets**

The Successful Offeror must indicate a Program Year (PY) 2020 rate exceeding BCWDB performance targets where applicable. Final performance rates will be negotiated upon contract execution. PY21 will be negotiated at the appropriate time.

<b>Youth Federal Performance Goals Under New WIOA Regulations</b>	<b>BCWDB PY20 Performance Targets</b>	<b>Successful Offerors Requested Performance Rate</b>
Employment 2nd quarter after Exit	77.3%	
Employment 4th quarter after exit	62.8%	
Credential Attainment within Four quarters after Exit	70.0%	
Median earnings 2nd quarter after exit	\$3,500	
Measurable Skills Gain	69.1%	

**Rationale for Requested Performance Rate:**

**ATTACHMENT C-3**

**Proposed Service Delivery Levels Proposed Quarterly Targets July 1, 2021-June 30, 2022.**

	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter	Yearly Goal	YTD% Met
<b>New Enrollments</b>						
<b>Exits</b>						
<b>Enter Employment</b>						
<b>Credentials Earned</b>						
<b>GED Completions</b>						

*\*Includes participants that have exited and are still in follow-up. Numbers inserted here are as of 6/30/2021. This is also required on a monthly basis.*

**Quarterly Time Periods**

- Quarter 1 - July 1 - September 30
- Quarter 2 -October 1 - December 31
- Quarter 3 - January 1 - March 31
- Quarter 4 - April 1 - June 30

**ATTACHMENT C-4**

**Proposed Delivery of 14 Program Elements**

<b>Program Services &amp; Definition</b>		<b>How will Service be Provided and By Whom</b>
<b>1</b>	<b>Tutoring</b> , study skills training, and instruction leading to secondary school completion, including dropout prevention strategies	
<b>2</b>	<b>Alternative secondary school</b> services, or drop-out recovery services	
<b>3</b>	<p><b>Paid and unpaid work experiences</b> that have as a component academic and occupational education, which may include—</p> <ul style="list-style-type: none"> <li>a. Summer employment opportunities and other employment opportunities available throughout the school year;</li> <li>b. Pre-apprenticeship programs;</li> <li>c. Internships and job shadowing;</li> <li>d. And on-the-job training opportunities</li> </ul>	
<b>4</b>	<b>Occupational skill training</b> , which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in- demand industry sectors or occupations in the local area involved.	
<b>5</b>	<b>Education</b> offered concurrently with and in same context as workforce preparation activities and training for a specific occupation or occupational clusters	
<b>6</b>	<b>Leadership development opportunities</b> , which include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors	
<b>7</b>	<b>Supportive services</b> , to enable youth participants to participate in program activities	
<b>7A</b>	<b>Supportive Services- Transportation</b>	
<b>7B</b>	<b>Supportive Services-Child Care</b>	
<b>7C</b>	<b>Supportive Services – Uniforms/Work Attire</b>	

7D	<b>Supportive Services-Training or work-related tools</b>	
7E	<b>Supportive Services-Other</b>	
8	<b>Adult mentoring</b> for a duration of at least (12) months, that may occur both during and after program participation	
9	<b>Follow-up services- for not less than 12 months after the completion of participation</b>	
10	<b>Comprehensive guidance and counseling</b> , including drug & alcohol abuse counseling, mental health counseling, as well as referrals to counseling, as appropriate to the needs of youth	
11	<b>Financial Literacy Education</b> , is education or activities that assist youth in making informed financial decisions	
12	<b>Entrepreneurial Skills Training</b> are approaches to providing the basics of starting and operating a small business; introduce youth to small business development or classes	
13	<b>Services that provide labor market and employment information</b> about in demand industry sectors or occupations available in the local area, such as career awareness, career counseling, labor market trends, job openings, and career exploration services	
14	<b>Activities that help youth prepare for and transition to post- secondary education and training</b>	

## **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 BCWDB 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 BCWDB 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 BCWDB make no representation or warranty as to how the Vendor's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Vendor'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 BCWDB. 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 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: \_\_\_\_\_

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

*Printed Name of Authorized Representative* \_\_\_\_\_

**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* \_\_\_\_\_



**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**

#### **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 19709 (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 than 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 Polices 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.

### **Governing Law, Jurisdiction and Venue**

This contract is made and entered into in Richmond County 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.**

Certification Forms are located on [www.vcwabay.com](http://www.vcwabay.com)

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 (29 CFR Part 98).
6. Standard Form 424b Standard Assurances (Non-Construction Programs).



**Certification Regarding Indemnification**

**(Submit one certification for each member of a consortium)**

It is understood by the recipient and the signatory for the receiving agent that, hereafter, they will accept responsibility for the funds and the program. It is understood that each recipient is responsible for adhering to the rules/regulations promulgated by the Workforce Innovation and Opportunity Act (WIOA), US Department of Labor, Virginia Community College System, and the Bay Consortium Workforce Development Board in performance of their contract.

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

Name of Agency: \_\_\_\_\_

Authorized Representative (Print): \_\_\_\_\_

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

Title: \_\_\_\_\_



**Disclosure/Certification Regarding Lobbying**

**(Submit one certification for each member of the consortium)**

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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Name of Agency: \_\_\_\_\_

Authorized Representative (Print): \_\_\_\_\_

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

Title: \_\_\_\_\_



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

### **(Submit one certification for each member of a consortium)**

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).

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by 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 mediation, 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 it 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.

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.

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 of Agency: \_\_\_\_\_

Authorized Representative (Print): \_\_\_\_\_

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

Title: \_\_\_\_\_





**Certification Regarding Non-Discrimination and EO Assurance**

**(Submit one certification for each member of a consortium)**

In regard to 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 under 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 WIOA (2014), Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, 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.

Name of Agency: \_\_\_\_\_

Authorized Representative (Print): \_\_\_\_\_

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

Title: \_\_\_\_\_



## **Certification Regarding Drug-Free Workplace Requirements**

**(Submit one certification for each member of a consortium)**

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

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

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

1. 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;
2. Establishing a drug-free awareness program to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The grantee's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs;
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of this certification;
4. Notifying the employee in the statement required in 3 above that, as a condition of employment under the grant, the employee will:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
5. Notifying the agency within ten days after receiving notice with respect to any employee or otherwise receiving actual notice of such conviction;
6. Taking one of the following actions within 30 days of receiving notice with respect to any employee who is so convicted:

- a. Taking appropriate personnel action against such an employee up to and including termination; or
- b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by Federal, state or local health, law enforcement or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace.

Name of Agency: \_\_\_\_\_

Authorized Representative (Print): \_\_\_\_\_

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

Title: \_\_\_\_\_



## Standard Form 424b Standard Assurances (Non-Construction Programs)

**OMB Number: 4040-0007**

Expiration Date: 02/28/2022

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
  - (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention,

Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or sub-awards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL: \_\_\_\_\_

TITLE: \_\_\_\_\_

APPLICANT ORGANIZATION: \_\_\_\_\_

DATE SUBMITTED: \_\_\_\_\_

Standard Form 424B (Rev. 7-97)