



CRATER REGION

Local Workforce Development Area 5 (LWDA5)
Crater Regional Workforce Development Board
Request for Proposals
Workforce Innovation and Opportunity Act (WIOA)
One-Stop Operator Services

Release Date: March 19th, 2024

Submission Deadline: April 12th, 2024 12:00 PM (noon) EST

Contract Period: July 1, 2024 to June 30, 2025

6600 Commons Drive
Prince George, VA 23875
www.vcw-crater.com

Virginia Career Works of the Crater Region is an equal opportunity program. Auxiliary aids and services are available upon request to individuals with disabilities. This website and the services described herein are fully funded through the Workforce Innovation and Opportunity Act by a 1.48 million award from the U.S. Department of Labor. Equal Opportunity Officer is Tabitha Taylor, who can be reached at 804.835.5583 (VA Relay 7-1-1) or ttaylor@vcwcraterregion.com

Request for Proposals (RFP)
Crater Regional Workforce Development Board
Workforce Innovation and Opportunity Act (WIOA) - One-Stop Operator Services

In compliance with the Workforce Innovation and Opportunity Act (WIOA) of 2014, the Crater Regional Workforce Development Board (CRWDB) is seeking competitive proposals from qualified sources to serve as the One-Stop Operator in the Crater Region which includes the counties of Dinwiddie, Greensville, Prince George, Surry and Sussex and the cities of Colonial Heights, Emporia, Hopewell, and Petersburg.

This document constitutes the official Request for Proposals (RFP) format and all terms and conditions shall become, through incorporation by reference, a part of any contract or contracts entered in furtherance hereof. All CRWDB programs must adhere to Equal Employment Opportunity guidelines. The primary source of funding for the CRWDB is the United States Department of Labor Employment and Training Administration. All proposers must follow the CRWDB's Equal Opportunity Policy and are subject to Equal Opportunity monitoring.

Proposal submissions may be submitted either electronically or by physical mail. All proposals must be received electronically or in-person at the CRWDB office **no later than 12:00 PM (noon) EST on Friday, April 12th, 2024.** The address to the CRWDB office is:

Crater Regional Workforce Development Board
Attn: Tabitha Taylor, Executive Director
6600 Commons Drive
Prince George, VA 23875

Electronic submissions can be submitted to Tabitha Taylor at ttaylor@vcwcraterregion.com.

Incomplete proposals or any proposals received after 12:00 PM (noon) EST on Friday, April 12th, 2024 WILL NOT BE CONSIDERED and will be returned WITHOUT EXCEPTION.

All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the proposer and will not be reimbursed by the CRWDB. The CRWDB reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be based upon the factors described in this RFP.

I. General Information

The CRWDB is currently seeking proposals from organizations to serve as the One Stop Operator for the Virginia Career Works – Crater Region. The region consists of nine (9) localities which includes the counties of Dinwiddie, Greensville, Prince George, Surry and Sussex and the cities of Colonial Heights, Emporia, Hopewell, and Petersburg. The contract shall commence on July 1, 2024 and shall continue through June 30, 2025. The CRWDB reserves the option of extending any, all, or no contract for one (1) additional year, subject to negotiation. This one (1) year contract extension option may be exercised up to two (2) times subject to negotiation. Maximum duration may not exceed three (3) years, which includes all allowable extensions.

All proposing organizations will be committed to following and adapting to new regulations as released by the Department of Labor Employment and Training Administration regarding the WIOA of 2014.

The type of contract will be cost reimbursement. All proposers must have enough available resources to operate the proposed services, if funded, during start-up and during the time in which invoices are being processed for payment and until such time payment is received.

The RFP does not commit the CRWDB to award a contract or to pay any costs incurred in the preparation of a response to this request or be bound to procure or contract for these services. The CRWDB reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any or all qualified sources, or to cancel in part or in its entirety this RFP if it is in the best interest of the CRWDB to do so. The CRWDB may require the proposers selected to participate in negotiations and to submit any price, technical or other revisions for their proposals as may result from negotiations.

All non-governmental entities or agencies must provide verification of legal status of the entity or agency as applicable. Any consortium groups that submit proposals in response to this RFP **must include signed Memorandum's of Understanding (MOUs)** by all participating consortium members that outline responsibilities and commitments of each member.

Specific information concerning proposer's qualifications, experience, and related accomplishments must be provided. **However, elaborate brochures or other marketing materials, beyond that enough to present an accurate description, should not be included.**

Performance specifications contained in this RFP are minimum standards for acceptability and are based on the WIOA of 2014 standards. The CRWDB reserves the right to institute local performance standards and/or other performance measurement systems to ensure quality programs.

Once proposals have been submitted and received by the CRWDB, unless specifically

requested by the CRWDB, Chief Local Elected Officials (CLEOs) or the RFP subcommittee, **no proposer is allowed to provide additional information or to make contact with any individual Board member or CLEO member or designee regarding the RFP** by phone, e-mail, mail, or in person to solicit support for their proposal or to attempt to discredit the proposal submitted by any other proposer. Any proposer violating this provision will not be considered under this RFP. Additional data or information may be submitted only if requested by the CRWDB. Address all inquiries concerning this RFP, program elements, or other issues to CRWDB staff.

All proposers should refer to ***Attachment C – General Terms and Conditions*** for additional criteria and information regarding responses to the RFP and subsequent contracts that may be developed between the selected proposer and the CRWDB.

II. Scope of Work

The CRWDB is seeking proposals from qualified applicants to serve as the One Stop Operator for the entire Virginia Career Works - Crater Region. The One Stop Operator, as defined by law, will serve to coordinate the service delivery of required one-stop partners and service providers.

Major components of the work involve:

- Assisting in the expansion of the network of partners participating with the Virginia Career Works Centers;
- Facilitating efforts to improve client outcomes and customer satisfaction of service delivery and center operations within the region; and
- Ensuring adherence of the Virginia Career Works Centers in the region to the standards defined by federal, state, and local policy.

The selected applicant will maintain current knowledge and expertise in:

- Federal, state, and local policies, including WIOA and implementing associated guidance; and
- Evidence-based workforce development practices and viable career pathways strategies; and
- Local workforce development programs, social service agencies and related resources; and
- Local labor market information, including local and regional workforce and employer dynamics.

Successful delivery of services solicited by this RFP will require close adherence to the criteria of key Training and Employment Guidance Letters (TEGL) from the US Department of Labor Employment and Training Administration; Virginia Workforce Letters released by the Virginia Community College System or Virginia Works, Virginia Board of Workforce Development Policies; regional and state workforce plans, MOUs, and guidance.

In cooperation with the CRWDB, the applicant will function as the coordinator of the regional One Stop system and shall maintain effective working relationships with all system partners and career services provider leaders. The applicant will **not** be responsible for directly delivering One Stop Center services, managing front line staff, or performing facility-related tasks.

The applicant shall, under the supervision of CRWDB staff:

- Coordinate and facilitate quarterly meetings of One Stop partner management, which includes all partners included on the system wide Memorandum of Understanding (MOU). This quarterly meeting will facilitate discussion on
 - Service delivery through the Virginia Career Works Centers in the region
 - Potential new partnerships or relationships to be formed with new workforce system partners
 - Any changes, additions, or questions regarding the current or future MOUs
 - Any other item identified by the CRWDB or other workforce system partners
- Facilitate at least one (1) annual meeting to discuss Infrastructure Funding Agreements for each of the three Virginia Career Works Centers, in coordination with CRWDB staff.
- Ensure the implementation of service delivery as defined in the system wide MOU
 - Coordinate with the One Stop partners in the Crater Region for the management of service delivery of operations
- Develop outreach plans for new system partner relationships as necessary to advance the effectiveness of the workforce system
- Create monthly reports to workforce system partners and the CRWDB on Virginia Career Works Center demographics, customer satisfaction, business satisfaction, referrals, etc. as requested by the CRWDB
- Conduct four (4) workforce system staff training sessions on topics such as customer service, problem solving, diversity and equity in service delivery, accessibility, etc. or any other topics identified by workforce system partners or CRWDB staff.
 - Trainings will be conducted in coordination with CRWDB staff
- Facilitate the One Stop Center Certification process, including compliance with the Americans with Disabilities Act (ADA) in accordance with federal, state, and local requirements.
 - Develop recommendations and opportunities for continuous improvement in these areas

1. **Records and Documentation**

The One Stop Operator must retain, secure and ensure the accuracy of all records in compliance WIOA requirements, related federal and state regulations, and CRWDB's record retention requirements.

Confidentiality of customer information must be maintained, and all data must be properly stored in a secured space with limited staff access. Each staff member who has contact with customers or customer information must receive training on confidentiality requirements. The

One Stop Operator acknowledges that the use or disclosure of customer information for purposes other than the effective delivery of the services described in this RFP is strictly prohibited. Staff of the One Stop Operator may have access to this information only on a “need to know” basis. The One Stop Operator must inform employees that inappropriate use of such information may result in disciplinary action, including discharge, or criminal prosecution if the employee knowingly uses the information for fraudulent purposes.

2. Monitoring and Evaluation

The CRWDB is responsible for all levels of program monitoring, compliance, and evaluation for One Stop Operator activities. Evaluations may include but are not limited to contract provisions, surveys of internal partners and other evaluation criteria developed by CRWDB.

The CRWDB will monitor, evaluate, and provide guidance and direction to the One Stop Operator in the conduct of services performed under any agreement resulting from this RFP. CRWDB has the responsibility to determine whether the One Stop Operator has spent funds in accordance with applicable laws and regulations, including federal audit requirements and will monitor the activities of the One Stop Operator to ensure such requirements are met. The One Stop Operator will permit CRWDB to carry out monitoring and evaluation activities.

3. Performance Measures

The One Stop Operator will be expected to implement processes and procedures to ensure successful attainment of performance measures for the Virginia Career Works Crater Region & its’ Centers. Below are expected performance outcomes to be met by the One Stop Operator, which may be negotiated during the contract negotiation period:

Performance Measure	Goal
Conduct Partner meetings	Once quarterly
Completed Customer Satisfaction Surveys	80% of Center Customers
Virginia Career Works Center Staff trainings	At least 4 throughout the year
One Stop Center Certification	All Centers Certified
ADA Compliance	All Centers in compliance
IFA Annual Meeting	One meeting for the Region
Bi-Monthly reporting to CRWDB staff	6 reports annually

4. Anticipated Funding

The CRWDB estimates that approximately \$20,000 will be available to award to the One Stop Operator for the scope of work outlined above. This is only an estimate and final allocations for the contract will be dependent upon final allocations from the U.S. Department of Labor Employment and Training Administration and other funding sources.

III. Proposal Submission Information

Deadline: Proposals must be received at the address listed in the RFP no later than 12:00 PM (noon) EST on Friday, April 12th, 2024 Any proposal received after this deadline will **NOT** be considered and will be returned to the proposer.

One copy of the proposal must be delivered either electronically to Tabitha Taylor at ttaylor@vcwcraterregion.com or physically to the CRWDB offices. Electronic submission are preferred. All pages of the proposal should be numbered and on 8 ½ “x 11” plain white paper and must use size 11 font with 1” margins. Proposals must be organized by the following sections.

- Section 1: Cover Sheet
- Section 2: Proposer Qualifications
- Section 3: Financial/Budget Proposal
- Section 4: Technical Proposal
- Section 5: Staff & Management
- Section 6: Performance
- Section 7: Required Forms
- Section 8: References and Recommendations

When completing budget, please note the following:

- Submission must include formulas for computing all indirect costs or cost allocation plans;
- If using an indirect cost rate, you must include documentation authorizing use of the rate, if applicable;
- If your organization is requesting a profit and/or indirect rate, documentation to support the requested percentage must be attached; and
- Specify individual categories/items for which funds are being budgeted.

Information not organized in this manner risks elimination from consideration. Any requests for administrative funds must follow **Attachment D – Definition of Administrative Costs**. Below is a detailed description of the content to be included in each of the proposal sections.

Section 1: Cover Sheet

In this section, please place a completed and signed cover sheet found in **Attachment A – Cover Sheet**. The cover sheet must be signed by an individual that is authorized to sign on behalf of the proposing organization.

Section 2: Proposer Qualifications

In this section, the proposer must include responses to the following questions:

1. Describe your organization. Why is your organization in the best position to deliver service as defined in the scope of work? If a consortium is responding to this RFP, describe the makeup of your group: who is included? How will decisions be made? How will duties be divided? How will payments be directed? What happens in the event of a

- disagreement amongst consortium members?
2. Provide examples of relevant experience providing similar services. Describe experience, if any, with the one stop service delivery model under WIOA (or similar programs).
 3. If your organization also provides direct customer services within the region's workforce centers, please provide a detailed description of firewall separations that would ensure separate reporting hierarchies for one-stop operator staff to prevent conflict of interest.

Section 3: Financial

In this section, the proposer must include responses to the following questions:

1. Please submit a proposed budget for services under this contract. Please include any in-kind or leveraged funding that can be contributed by the proposer.
2. Provide a description of the financial management capabilities of your organization, including experience with managing federal grants.

Section 4: Technical Proposal

Describe how your organization will perform the defined scope of work including but not limited to:

1. Proposed formats for meeting (virtual, in-person, hybrid, etc.)
2. Proposed training and formats for training
3. Facilitation tactics for partner meetings
4. Process for ensuring adherence to One Stop Certification standards and ADA compliance
5. Experience with facilitating workforce system partners and methods for resolving partner disagreements and ensuring service delivery continuity
6. Demonstrate your understanding of local partners, population, and geographical diversity of LWDA3.

Section 5: Staff & Management

In this section, the proposer must include responses to the following questions:

1. Please describe the qualities held by leadership within the proposing organization and their experience with managing WIOA programs or other employment-service related programs.
2. Describe your ability to immediately begin providing services at the start of the contract period.
3. Include a job description and number of hours per week estimated for all staff positions.

Section 6: Performance

In this section, the proposer must include responses to the following questions:

1. Please describe experience of the organization in the past achieving performance measures or implementing processes and procedures for corrective action to increase performance.
2. Explain staff training and professional development opportunities to ensure staff have

adequate skills & understanding to achieve performance measures.

Section 7: Required Forms

Please include the following pieces of additional information:

1. Copy of most recent financial audit.
2. If your organization is a corporation, a Certificate of Incorporation must be submitted with the proposal. If the certificate is over 30 years old, then the proposer must also submit a copy of the latest annual report for the State Corporation Commission. For all other non-governmental organizations, it is necessary for the proposer to submit a signed, notarized affidavit which specifies how the business is organized (partnership or proprietorship). If not a partnership or proprietorship, then the organization must be explained. For governmental organizations, no certification of legal status is necessary.
3. If your organization claims non-profit status, evidence of the non-profit status must be submitted.
4. A copy of the company's Equal Employment Opportunity notification.
5. All forms found in **Attachment B – Required Forms**, including:
 - Disclosure/Certification of Lobbying
 - Certification Regarding Indemnification
 - Certification Regarding Drug-Free Workplace Requirements
 - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
 - Certification Regarding Compliance with Non-Discrimination and Equal Opportunity (EO) Laws and Regulations

Section 8: References and Recommendations

Please provide the following:

1. Letter of recommendation from a Commonwealth of Virginia workforce board. If the proposing organization has never operated within the Commonwealth of Virginia, a letter of recommendation from a workforce board in another state will suffice.
2. Any additional letters of recommendation or references.

IV. Proposal Review Criteria

Prospective proposers are advised that selection for a contract award will be made after a careful evaluation of the proposals by the CRWDB's RFP Taskforce subcommittee and consideration of its recommendation by the full Board of Directors.

Proposals will undergo the following review:

- CRWDB staff will review proposals for technical compliance with the RFP and may prepare a summary of the bidder's qualifications, scope of work, and budget. Staff will confirm that all required signature pages and sections of the RFP are completed. Staff will not rate proposals or recommend proposals for funding.
- An RFP Taskforce made up of members of the CRWDB will review and rate all submitted responses to the RFP in accordance with the published criteria. Finalists may be interviewed by the Committee and recommendations will be forwarded to the Chief

Local Elected Officials (CLEO) and/or CRWDB for final approval. Contracts executed as a result of the review process will be between the CRWDB and the proposing agency.

- The review and decision process will follow the proposed timeline below. Dates are subject to change due to the availability of the CRWDB, CLEO, or members of the RFP Taskforce.

V. Estimated Timeline of Review

March 19 th , 2024	RFP is released, and legal public notification is published on the Virginia Career Works – Crater Region website, listed on ConnectVA, and distributed to community and workforce partners.
April 12 th , 2024	Proposal Deadline by noon (12 PM)
May 24 th , 2024	Notice of Intent to Award Issued

VI. Evaluation Criteria

We have 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 Section III of the RFP. Reviewers 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 subcommittee scores and recommendations are advisory in nature and not binding on the CRWDB or the CLEO. Those bodies reserve the right to make selections based solely on the final scores or to take into consideration other relevant factors when applicable.

One-Stop Operator Evaluation Criteria*	Points
1. Cover Sheet	5
2. Proposer Qualifications	15
3. Financial	15
4. Technical Proposal	30
5. Staff & Management	10
6. Performance	10
7. Required Forms	5
8. References & Recommendations	10
TOTAL	100

Attachment A – Cover Sheet

Request for Proposals Cover Sheet
Crater Regional Workforce Development Board
One Stop Operator Services

Name of Lead: _____
Agency/Organization: _____
Street Address: _____
City, State, Zip: _____
Contact Person: _____
Phone: _____ **Email:** _____

By my signature below, I attest that I have read the Request for Proposals (RFP) for the service named above, and that to the best of my knowledge and belief, all information in this application is true and correct, that the proposer understands and accepts all requirements and procedures stated therein, that the document has been duly authorized by the governing body of the proposer, and that the proposer will comply with all program guidelines and regulations if funding is awarded.

Authorized Signatory

_____ Signature	_____ Printed Name
_____ Title	_____ Date

For Office Use Only

Date Received _____
Time Received _____
Staff Signature _____

Attachment B – Required Forms

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

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

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. 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 the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause title “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required, to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph (e) 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.

Agency:

Authorized Representative:

Title:

Signature:

Date:

Certification Regarding Drug-Free Workplace Requirements

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 41 U.S.C. 8103et seq., and 2 CFR part 182. 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 act 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; and
 - 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 the statement required by paragraph (a);
4. Notifying the employee in the statement required by paragraph (a) 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 under subparagraph (d)(2), 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 under subparagraph (d)(2), with respect to any employee who is so convicted:
7. Taking appropriate personnel action against such an employee up to and including termination; or
8. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
9. Making a good faith effort to continue to maintain a drug-free workplace.

Agency: _____

Representative: _____

Title: _____

Signature: _____

Date: _____

Certification Regarding Indemnification

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

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

Agency:

**Authorized
Representative:**

Title:

Signature:

Date:

Certification Regarding Non-Discrimination and EEO Compliance

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

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

Agency: _____

Representative: _____

Title: _____

Signature: _____

Date: _____

Disclosure/Certification of Lobbying

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

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

different from 10 (a).

10. Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (boxes). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (boxes). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, 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.

Lobbying Activities

(Complete the following on the next page to disclose lobbying activities pursuant to 31 U.S.C. 1352)

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

1. Type of Federal Action: <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Cooperative agreement <input type="checkbox"/> Loan <input type="checkbox"/> Loan guarantee <input type="checkbox"/> Loan insurance	2. Status of Federal Action: <input type="checkbox"/> Bid/offer/application <input type="checkbox"/> Initial award <input type="checkbox"/> Post-award	3. Report Type: <input type="checkbox"/> Initial filing <input type="checkbox"/> Material change For Material Change Only: Year <input type="text"/> Quarter <input type="text"/> Date of last report <input type="text"/>
4. Reporting Entity: Address: <input type="text"/> <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier, if known: <input type="text"/> Congressional District, if known: <input type="text"/>		5. If Reporting Entity in No. 4 is Sub-awardee, Prime Name <input type="text"/> Address <input type="text"/> s Congressional District, if known: <input type="text"/>
6. Federal Department/Agency: <input type="text"/>	7. Federal Program Name/Description: <input type="text"/> CFDA Number, if applicable: <input type="text"/>	
8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>	
. a. Name and Address of Lobbying Entity b. Individual Performing Services (including address if (If individual, last name, first name, MI): different from No. 10. a.) (last name, first name, MI):(Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$ <input type="checkbox"/> Actual <input type="checkbox"/> Planned	13. Type of Payment (Check all that apply): <input type="checkbox"/> a. Retainer <input type="checkbox"/> b. One-time fee <input type="checkbox"/> c. Commission <input type="checkbox"/> d. Contingent fee <input type="checkbox"/> e. Deferred <input type="checkbox"/> f. Other; specify:	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. Cash <input type="checkbox"/> b. In-kind; specify: nature and value:	14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)	

15. Continuation Sheet(s) SF-LLL-A attached: Yes No

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-

Signature

Printed Name

Title

Date

Attachment C – General Terms and Conditions

Definitions

The following terms will have the meaning as set forth below:

- a) “May” is permissive.
- b) “Will” is imperative.
- c) “Subcontract” will mean any contract, agreement, or purchase entered into by the Contractor with a third party for the purpose of procuring property and/or services under this contract.

Change

The Crater Regional Workforce Development Board (CRWDB) may at any time, by written order and without prior notice to the Contractor, make changes within the general scope of this contract. If any such change causes an increase or decrease in the cost of or time required for the performance of any part of the services under this contract, whether changed or unchanged by the change order, an equitable adjustment will be made, and the contract modified accordingly in writing. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt of the notification of change. Failure to agree to any adjustment will be a dispute concerning a question of fact within the meaning of the clause of this contract entitled “Disputes”. However, nothing in this clause will excuse the Contractor from proceeding with the contract as changed.

Stop Work/Suspension of Performance

The CRWDB may issue a stop performance notice at any time. The Contractor, upon receipt of such written notice, will immediately stop performance on the date specified in the notice and incur no further costs and will not undertake any further performance until directed to do so in writing by the CRWDB. Any costs incurred, or performances done by the Contractor after receipt of a stop performance notice is at the sole risk of the Contractor. Under no circumstances will a stop performance notice be used to terminate a contract. In any case, where it is determined that performance will not be permitted to be resumed; a formal termination notice will be issued.

Termination of Convenience

The performance of work under this contract may be terminated, in whole or from time-to-time in part, by the CRWDB whenever for any reason the CRWDB will determine that such termination is in the best interest to do so. The termination shall be effective within thirty (30) calendar days after the order is issued unless a lesser time is mutually agreed upon by both parties. The Contractor has sixty (60) calendar days after the effective date to bill for payment. Contractor shall be entitled to received just and equitable compensation for any services performed hereunder through the date of termination or suspension. Termination of work hereunder will be effected by delivery to the Contractor, based upon 48 CFR 52.249-2. After receipt of the Notice of Termination, the Contractor will cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment, and miscellaneous items. In addition, the Contractor will exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding covering personal services that extend beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such cancelled commitments, the Contractor agrees to each of the following:

- a) Settle all outstanding liabilities and all claims arising out of such cancellation of commitments. The CRWDB must approve or ratify all such settlements. The CRWDB's approval of such settlements will be final for all purposes of this clause.
- b) Assign to the CRWDB in the manner, at the time, and to the extent directed by the CRWDB all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated. At its direction, the CRWDB will have the right to settle or pay any or all claims arising out of the termination of such order and subcontracts.

Termination for Default

If the Contractor fails to perform under this contract or fails to make satisfactory progress so as to endanger performance, the CRWDB will advise the Contractor in writing, and the Contractor has ten (10) days from receipt of such notice to correct the condition. If the deficiency is not satisfactorily remedied, the Contractor may be determined to be in default, and the contract may be terminated by the CRWDB through written notice. In the event of such termination, the Contractor will be paid to the date of termination of such work as has been properly performed hereunder in accordance with the payment provisions. Should it finally be determined that the Contractor has, in fact, performed properly, then the termination will be treated as a termination for convenience.

Disputes

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

Contract Modifications

Modifications to this contract can be effected only through the following methods:

- a) The CRWDB, when necessary, will modify the contract;
- b) By use of the "Changes" clause; or
- c) For administrative reasons (such actions have no effect on performance required or terms of the contract).

The Contractor may recommend revisions to the CRWDB. When the Contractor desires to recommend revisions to the CRWDB, the recommendation will be submitted in writing with complete budget adjustment to CRWDB staff. The Contractor will submit the applicable revised budget page(s) with the recommendation. No modification to the contract may be implemented until finalized, unless specific written permission is granted by the CRWDB staff.

Probationary Terms

The CRWDB, during the monthly, quarterly, or annual review of performance and outcomes of the Contractor, has the right to place the Contractor on probationary status at any time, including but are not limited to, the right to implement additional performance metrics for the duration of the probationary period. If any time during the probationary period the CRWDB determines, in its sole and absolute discretion, that the Contractor is not performing up to Contract standards, the CRWDB along with agreement from the CLEO, may terminate the Contract. At least thirty (30) days-notice will be provided to the Contractor of the termination and initiation of procurement. The Contractor has sixty (60) calendar days after the effective date of termination to bill for payment.

Financial Limitation

The CRWDB will have no liability for any costs incurred above the ceiling limit of the Proposal and Award Sheet for this contract. Any costs incurred by the Contractor above that limit during the performance period, of the Proposal and Award Sheet, will be at the sole risk of the Contractor. This in no way restricts the right to increase the ceiling by mutual consent of both parties; provided such an increase was accomplished prior to any incurred cost exceeding the existing ceiling. Any increase in the contract budget will require approval from the CRWDB.

Eligibility Certification

The Contractor agrees that all participants in this contract must be certified eligible as set forth in the Request for Proposal and applicable federal, state, and/or local rules regulations, policies, or law. Eligibility certification will be performed, documented, and maintained by the Contractor with periodic review by the CRWDB, as it deems appropriate in the circumstances, or as otherwise permitted or contemplated in the contract document and applicable regulations and policies. The Contractor agrees to take those actions necessary to address in a reasonably prompt fashion any eligibility issues that may arise during the term of the contract.

Nondiscrimination

- a) This contract is subject to the rules and regulations contained in Title VI and Title VII of the Civil rights Act of 1964 (42 U.S.C. 2000 et seq.), as amended by the Equal Opportunity Act of 1972 (42 U.S.C. 2000e), the Age Discrimination in Employment Act (29 U.S.C. 620 et seq.), the Age Discrimination Act (42 U.S.C. 6101 et seq.), the Rehabilitation Act (29 U.S.C. 794 et seq.), and the Education Amendments of 1972, Title IX-Sex. In undertaking to carry out its obligation under said Acts and Regulation(s), the Contractor specifically agrees that all work/training for which it receives federal financial assistance through this contract will be carried out in such a manner that no person involved in the work/training will be discriminated against in ways set forth in the Acts and Regulation(s) referred to above because of race, color, religion, sex, age, national origin, handicap, political affiliations, or beliefs. Contractor will make available to all participants under this contract information regarding his/her obligations under this section in such form and at such times as the CRWDB may specify.
- b) Participants under this program will be subject to the same rules and regulations and will receive no less than those benefits/services of other employees similarly employed or trainees of the Contractor.
- c) Contractor will also comply with the requirements of the Virginia Fair Employment Act.

Grievances or Complaints

All grievances or complaints by participants, if not satisfied through informal discussion with appropriate supervisors, will be filed in accordance with Contractor's established grievance

procedures and reported to the CRWDB in a timely manner. All action taken in response to the complaint must be done in consultation with the CRWDB. Appeals to decision rendered will be processed in accordance with the procedures provided by the CRWDB.

Availability of Funds

It is understood and agreed between the Contractor and the CRWDB that the CRWDB will be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

Accountability for Funds

The Contractor agrees to receive, administer, disburse, and account for the said funds and such property as may be acquired therewith or otherwise be placed under its control in accordance with all applicable local, state, and federal requirements. By receipt of said funds, the Contractor will be accountable for improper expenditure of said funds. Any required repayment will not be by or from federal funds.

Cost Liability

Neither the Governor, the Commonwealth of Virginia, the Virginia Community College System, Virginia Works nor the CRWDB assumes liability by virtue of this contract for any costs incurred above the amount provided pursuant to this contract for costs incurred by the Contractor that are determined to be unallowable. Any such costs will be at the sole risk of the Contractor. The foregoing provisions of this paragraph are not intended to preclude and will not be deemed to preclude the Contractor from asserting any defense that may be asserted hereafter. The Contractor is responsible to ensure that all known outstanding financial obligations under this contract, except for wages and salaries incurred, have been paid within 30 days after the contract ending date. Upon expiration of this 30-day period, the CRWDB no longer has any liability for such costs, and they become the sole financial responsibility of the Contractor.

Furthermore, any contract funds in the possession of the Contractor for these obligations revert to the control of the CRWDB and must be returned immediately, unless specifically directed otherwise in writing by the CRWDB. In the event unusual circumstances indicate the Contractor may have difficulty satisfying such obligations within the specified time allotted, he must notify the CRWDB in writing within 15 days after the contract ending date. Such notification will in no way be construed as relieving the Contractor of stated responsibility and liability nor as any acceptance of liability on the part of the CRWDB after expiration of said 30-day period.

Allowable Costs

- a) Funds granted under the Workforce Innovation and Opportunity Act may be expended only for purposes specified in this contract.
- b) The program activities against which program costs will be allocated, controlled, and reported are as directed in applicable regulations.

Payments

- a) Payments for contract services will be cost reimbursement only.
- b) No payment will be due the Contractor for work performed prior to the effective date nor beyond the termination date of the contract. Advance payment status will be requested and is subject to approval by CRWDB staff.

Withholding of Payment

Payment of final invoice may be withheld until the Contractor has completed required actions to close out the contract.

Property Accountability

- a) All consumable property acquired through cost reimbursement contracts, unless specifically exempted, will revert to the CRWDB upon the termination of this contract. The CRWDB may, however, assign such property to the Contractor for use under another or a subsequent contract.
- b) The Contractor assumes responsibility for inventory control, maintenance, physical security, and return to CRWDB of non-consumable property provided or made available to Contractor for administration of this contract.
- c) Contractor must obtain approval from CRWDB prior to purchasing or getting any commitment to purchase or acquire any non-consumable property using contract funds. (Approval of budget figures for purchasing and/or renting non-consumable property does not constitute approval for purchase or rental.)
- d) Intangible Property:
 - i. Inventions and Patents -- The Contractor will report promptly and fully to the CRWDB any program which produces patentable items, patent rights, processes or inventions in the course of work under the WIOA contract. Unless the Contractor and the CRWDB previously agreed on the disposition, the CRWDB will determine whether protection of the invention or discovery will be sought. The CRWDB will also determine how the invention or discovery rights, including rights under any patent issued thereon, will be allocated and administered.
 - ii. Copyrights -- Unless otherwise provided in the terms and conditions of the contract, the Contractor may copyright material or permit others to do so for copyrightable material developed under a contract. If any material developed under a WIOA contract is copyrighted, the Department of Labor will have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, and otherwise use, and authorize others to use, the work for federal purposes.

Loss or Theft of Federal Property

All equipment or other non-consumable property purchased through cost reimbursement contracts is CRWDB property. In any instance of loss or theft of such property, the Contractor will take the following minimum actions:

- a) Report the loss or theft to local police and request a copy of the police report; and
- b) Report the loss or theft in writing to the CRWDB with a copy of the report to the Contractor's file. Include in the report at least the following:
 - i. A description of the missing article of property including the cost, serial number, WIOA tag numbers, and other such pertinent information;
 - ii. A description of the circumstances surrounding the loss or theft; and
 - iii. A copy of the police report or, should the police not make such information available, a description of the report made to the police, including the date and name of the police officer who declined to make the police report available.

Reporting Requirements in General

Contractor will prepare and submit reports to CRWDB as set forth in the Request for Proposal, required by applicable rules, regulations, policies, laws and/or otherwise required by a Governmental Agency. Contractor will prepare and submit monthly costs reports to CRWDB and shall prepare and submit additional or supplemental reports to CRWDB as may be reasonably requested by CRWDB. Contractor shall promptly submit any information requested or required hereunder by the due date specified or, if no such time is specified, within a reasonable period of time in light of the circumstances.

Retention of Records

Contractor will be responsible for maintaining all financial records, statistical records, property records, applicant and participant records, supporting documentation, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years from the date of the final payment of this contract, or until all audits are complete and findings on all claims have finally been resolved, whichever is longer. Records for equipment shall be maintained beyond the prescribed period if necessary to ensure that they are retained for three (3) years after final disposition of the property. The Contractor will cooperate with CRWDB to facilitate the duplication and/or transfer of any said records or documents during the required retention period. If the Contractor is unable to retain the records for the required period, the Contractor will notify CRWDB in writing and request instructions. Contractor shall not dispose of any records without the prior written consent of CRWDB.

Confidentiality of Records

The Contractor will refer all requests for records by members of the public to the CRWDB. CRWDB staff may require the Contractor to release the names of all participants in programs under this contract and the names of all individuals employed in staff positions and/or make available to the public other information regarding applicants, participants, or their families, which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source.

The Contractor will not otherwise divulge such information without permission of the applicant or participant except that information which is necessary for purposes related to the performance or evaluation of the contract may be divulged to parties having responsibilities under the contract for monitoring or evaluating the services and performances of the contract, to the CRWDB (or duly-authorized representative) or to governmental authorities to the extent necessary for proper administration of the law.

Any breach of confidentiality regardless of extent must be reported to the CRWDB chair or executive director within 24 hours of the occurrence.

Any requests for documents under the Freedom of Information Act or other legal or jurisdictional requirement should be forwarded to the CRWDB. The CRWDB is solely responsible for providing the information to the interested party.

Court Actions

The Contractor agrees to give the CRWDB immediate notice in writing of any action or suits filed and prompt notice of any claims made against the Contractor, sub-Contractor, or any of the parties involved in the implementation and administration of the WIOA program.

Right of Access

The Virginia Community College System or Virginia Works, the U.S. Secretary of Labor, the Comptroller General of the United States, the CRWDB, or any of their representatives will have access to work and training sites and to any books, documents, papers, and records (including, fiscal data, program information and computer records) of the Contractor which are directly pertinent to this contract, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to the Contractor's personnel for the purpose of interviews and discussions related to such documents. The right of access is not limited to the required retention period (five years) but will last as long as the records are retained.

Inspections, Monitoring and Audits by the CRWDB

All Contractor operations incident to performance under this contract will be subject to

inspection by the CRWDB (or duly-authorized representative) to the extent reasonable and practicable at all times and places during the contract period. Instances of Contractor non-compliance with requirements of this contract will be properly corrected. Failure to respond to inspection or monitoring reports or failure to address required actions detailed in reports is cause to withhold payments until issues are resolved. Failure to correct these discrepancies promptly is cause for termination of this contract for fault, as provided under "Termination for Default." The inspections by the CRWDB (or duly-authorized representative) do not relieve the Contractor from any responsibility for failure to meet contract requirements, which may be discovered at a later date.

CRWDB has established and adheres to an appropriate system for the award and monitoring of grants and contracts with sub-grantees and Contractors that contains acceptable standards for ensuring accountability. Local monitoring will test compliance with the appropriate requirements for grants and agreements applicable for each type of entity receiving the funds. Once accepted, the Contractor is responsible for all WIOA case files and their contents.

Monitoring requirements include but are not limited to:

- a) Compliance with WIOA, federal regulations (including Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), state policies and procedures. This includes appropriate reviews of procurement, performance, and resolution of audit findings including those of sub-recipients in addition to other areas for review (Section 667.410(a) (1) and (2)).
- b) Expenditures: On-site reviews of financial records and the source documents, i.e., invoices, receipts, vouchers, cancelled checks, time sheets, etc.
- c) Eligibility: On-site reviews of programmatic records, i.e., participant files including paper and computer case management files, eligibility, supportive services documentation.
- d) For compliance with WIOA eligibility requirements of services and support payments being received, ensure verification of attendance and satisfactory progress for participants who are enrolled in training. Program operators should verify training status with schools.

Monitoring also includes, but is not limited to:

- a) Reviewing reports submitted by sub-recipients including MIS, financial and performance data.
- b) Reviews with the sub-recipients of any exceptions, issues, or lack of internal controls found.
- c) Mutually agreed upon written plans for corrective action (if appropriate).
- d) Formal written reports of results of the reviews. Any findings or questioned costs should be addressed in the finding and determination resolution process.

The Contractor must make records available for audit or review on demand by the CRWDB, the Virginia Community College System or Virginia Works WIOA Division and the U.S. Department of Labor or any other appropriate entity. Audits will seek to ensure the operator complies with laws, regulations, and provisions of contracts or grant agreements

Liability Clause

The CRWDB has no liability with respect to bodily injury, illness, or any other damages or loss to person or property, or claims in respect to any such injury, illness, damages, or losses whether concerning persons or property in the Contractor's organization or third parties. The Contractor will obtain a public liability insurance policy in accordance with Virginia State law. Premiums chargeable for the insurance will be paid by the Contractor.

Assurances

The Contractor assures that he/she:

- a) Will fully comply with the Workforce Innovation and Opportunity Act Grant, all federal regulations issued pursuant to the Grant, and all state and CRWDB policies and requirements.
- b) Certifies that it will comply with Sections 8301 through 8303 of Title 41 of the United States Code (commonly known as the "Buy American Act") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).
- c) Will establish and use internal program management procedures sufficient to prevent fraud and program abuse.
- d) Will maintain auditable and otherwise adequate records, which support the expenditure of all funds under its contract.
- e) Will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.) as it requires removing all architectural barriers to the handicapped.
- f) Will comply with the child labor requirements of the Fair Labor Standards Act or the Child Labor Laws of Virginia, whichever is more restrictive.
- g) Will comply with the provisions of the Hatch Act, which limits the political activity of certain state and local government employees.
- h) Will, for contracts in excess of \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.C. 1857-8(c)(1)] or the Federal Water Pollution Control Act [33 U.S.C. 1319(c)] and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, assure that:
 - i. No facility to be utilized in the performance of the contract has been listed on the EPA List of Violating Facilities.
 - ii. The Contractor will notify the CRWDB of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
 - iii. The Contractor will include substantially this assurance, including this third part, in every non-exempt subcontract.
- i) Will comply with the Executive Order 11246 (Equal Employment Opportunities), the Copeland "Anti-Kick-Back" Act, and the Davis-Bacon Act, whenever the Act's provisions apply to the contract.
- j) Will comply with all applicable provisions of the Americans with Disabilities Act.

Title to Property Acquired or Materials Developed

Title to all property furnished by the CRWDB will remain with the CRWDB unless or until such title is specifically relinquished in writing by the CRWDB. Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost or materials developed will pass to and vest in the CRWDB upon delivery of such property by the vendor or materials by the Contractor. Property and materials developed, the cost of which is reimbursable to the Contractor under this contract, will pass to and vest in the CRWDB upon:

- a) Commencement of processing or use of such property and/or materials developed in the performance of the contract, or
- b) Reimbursement of the cost thereof by the CRWDB in whole or in part, whichever first occurs. Title to Property will not be affected by the incorporation or attachment thereof

to any property and/or materials not owned by the CRWDB or any part thereof which becomes a fixture or loses its identity or personality by reason of affixation to any realty.

Ownership of Materials

The Virginia Community College System, Virginia Works, the U.S. DOL, and the CRWDB will have unlimited rights to any data, materials, reports, studies, photographs, negatives, films, videos, or other documents first produced or delivered under this contract.

Order of Precedence

In the event there are inconsistencies or conflicts in the contract, unless otherwise provided therein, the inconsistencies will be resolved by giving precedence in the following order: The Workforce Innovation and Opportunity Act, State Procurement Regulations, the regulations as approved by the Secretary of Labor, and the General Provisions.

Federal Rules and Regulations

This contract is under State Procurement Regulations and the Contractor agrees to abide by these and all present or future rules and regulations imposed upon the WIOA.

Contingency Clause

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

Internal Organization

The Contractor agrees that it will not, by act of commission or omission, do or fail to do any act that would hinder, frustrate or delay the performance of this contract or any act or duty required hereby.

Subletting and Assignment

The Contractor will not assign this contract or any part therein, unless otherwise provided or without the written consent of the CRWDB, but in no case will such consent relieve the Contractor from the obligation under or change the terms of the contract. The Contractor will not transfer or assign any contract funds or claims due or to become due without the written approval of the CRWDB having been obtained. The transfer or assignment of any contract funds, either in whole or in part, or any interest therein, which will be due or become due to the Contractor, will cause the annulment of said transfer or assignment so far as the CRWDB is concerned.

Standard of Conduct

The Contractor hereby agrees that in administering this contract, they will comply with the standards of conduct, hereinafter specified, for maintaining the integrity of the project and avoiding any conflict of interest in their administration.

- a) General Assurance - Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This contract will be administered in an impartial manner, free from personal, financial, or political gain. The Contractor, its executive staff and employees, in administering this contract, will avoid situations, which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.
- b) Conducting Business Involving Relatives - No relatives by blood, adoption, or marriage for any executive or employee of the Contractor will receive favorable treatment for enrollment into services provided by, or employment with, the Contractor. The Contractor will also avoid entering into any agreements for services with a relative by blood, adoption, or marriage. When it is in the public interest for the Contractor to conduct business (only for the purpose of services to be provided) with a relative, the Contractor will obtain approval from the CRWDB before entering into an agreement. All correspondence will be kept on file and available for monitoring and audit reviews.
- c) Conducting Business Involving Close Personal Friends and Associates - Executives and employees of the Contractor will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, a permanent record of the transaction will be retained.
- d) Avoidance of Conflict of Economic Interest - An executive, officer, agent, representative, or employee of the Contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the Contractor Supplies, materials, equipment, or services purchased with contract funds will be used solely for purposes allowed under the grant.

Bonding

A blanket fidelity bond must be secured for all officers, directors, agents, and employees of the Contractor/sub-Contractor with authority over and accessibility to WIOA funds. Coverage will be in the sum of \$100,000. Once contracts are awarded, the face value of the bond must be at least the total of all contracts awarded or \$100,000, whichever is less.

Coverage

All entities/organizations funded, either partially or wholly, using WIOA funds will be required to obtain, have in force and produce documentation of coverage necessary to cover any disallowed cost that may result from their activities under the WIOA. All entities must meet this requirement as a condition of receiving a contract with the CRWDB and subsequent funding.

Performance

The CRWDB may monitor and evaluate the Contractor's performance under the contract through analysis of required reports, expenditure statements, site visits, interviews with or surveys of relevant agencies/organizations and individuals having knowledge of the Contractor's services or operations, audit reports and other mechanisms deemed appropriate by CRWDB. Performance under this contract may be a consideration in future contracts and negotiations.

Audit

The Contractor will have an independent audit performed annually. The Contractor will ensure that the auditor, immediately and in writing, notifies the CRWDB of possible acts of fraud discovered during the performance of the audit. The Contractor will ensure the auditor issues the CRWDB a copy of the audit report upon its completion. The CRWDB, Virginia Community College System, Virginia Works, and the Virginia Auditor of Public Accounts will determine the acceptability of the audit reports. The CRWDB will provide the Virginia Community College System or Virginia Works with written documentation of the disposition of all questioned costs and administrative finds in the audit. The disposition must detail actions taken and include appropriate supporting documentation. A determination of allow ability of questioned costs will not be deemed final until accepted by the U.S. DOL Grant Officer.

Modification

No waiver or modification of the terms of the contract, including, without limitation, this provision, will be valid unless in writing and duly executed by the parties to be bound thereby

Public Announcements

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing or promoting projects or programs funded in whole or in part with federal money, the Contractor and any sub-Contractors receiving funds pursuant to this contract will clearly identify:

- a) The percentage of the total costs of the program or project that will be financed with federal money.
- b) The dollar amount of federal funds for the project or program, and
- c) The percentage and dollar amount of the total cost of the project or program that will be financed by non-federal sources.
- d) CRWDB as the source of such funding

Disallowed Costs

The CRWDB will give the Virginia Community College System or Virginia Works timely notification of the possibility of disallowed costs incurred by its Contractors. In appropriate cases, the Virginia Community College System or Virginia Works will petition the U.S. Department of Labor for guidance. In the event that repayment is required, the CRWDB will use prompt and efficient debt collection procedures to obtain cash repayment of disallowed costs. The CRWDB will not forego debt collection procedures without the express written approval of the Virginia Community College System or Virginia Works. Any required repayment will not be by or from federal funds.

Forms and Program Documents

All official forms used in the provision of WIOA services will be approved by the CRWDB.

Marketing and Program Materials

All marketing, advertising or other type of promotion of programs funded under this contract must, at a minimum, carry the Virginia Career Works logo. This provision applies to print, electronic or other information dissemination methods regardless if conducted solely by the awardee or in coordination or partnership with other entities or funding streams. Information must clearly identify the CRWDB the Commonwealth of Virginia and/or the United States Department of Labor as the source of funding when appropriate. All such information and/or materials must adhere to graphic standards issued by the CRWDB and receive approval by CRWDB staff prior to dissemination.

Force Majeure

The performance of this Contract may be delayed and/or suspended by any act of God, war,

civil disorder, terrorist acts, employment strike, hazardous or harmful condition, any alleged criminal or reckless acts, or other cause beyond the control of either party (Force Majeure Event). Neither Party shall be held liable for any default, damages and/or breach of Contract should the performance of this Contract be delayed and/or suspended due to any Force Majeure Event. In the event performance of this Contract is delayed and/or suspended due to Force Majeure Event, performance may only resume upon the mutual assent of the parties that the Force Majeure Event has subsided, and all parties are safe to resume performance of their respective duties under the Contract. Should the performance of the Contract be suspended or delayed as the result of a Force Majeure Event, the parties hereby agree that this Contract may be extended by the amount of time the performance is suspended or delayed.

Severability

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of this Contract so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

Construction of Contract

Neither party will be deemed to have drafted this Contract. This Contract has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Contract shall be construed or resolved in favor of or against CRWDB or the Contractor on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Contract are provided for convenience only and are not intended to have effect in the construction or interpretation of this Contract. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

Holdover

In the event that the CRWDB desires to continue the services provided for in this Contract and a replacement contract has not been either completed by CRWDB, provided to Contractor, or fully-executed by both parties prior to the expiration date of this Contract, this Contract may be extended unilaterally by the CRWDB for a period of two (2) months upon written notice to the Contractor under the same terms and conditions of this Contract, and any amendments entered into during its term, including but not limited to Scope of Work, service delivery, and any new budget authorized under any informal or formal Letter of Intent to Contract. However, this extension shall terminate immediately when the replacement contract is fully-executed by both parties.

Defense and Indemnification

Contractor hereby agrees, to the fullest extent allowed by law, to defend, indemnify, reimburse and hold harmless CRWDB, its officers, directors, agents, employees or other legally recognized representatives ("CRWDB Indemnities") from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to this Contract or the Services rendered by Contractor ("Claims"), unless Claims have been specifically determined by the trier of fact to be the result of any intentional or negligent act or omission of CRWDB Indemnities. This indemnity shall be interpreted in the

broadest possible manner to indemnify CRWDB Indemnities for any acts or omissions of Contractor, its officers, directors, agents, employees, sub-Contractors, or other legally recognized representatives.

Contractor's duty to defend and indemnify CRWDB Indemnities, will arise at the time written notice of the Claim is first provided to CRWDB Indemnities regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify CRWDB Indemnities will arise even if an individual CRWDB Indemnities is the only party sued by Claimant or Claimant alleges that CRWDB Indemnities' negligence or willful misconduct was the sole cause of Claimant's damages.

Contractor will defend any and all Claims which may be brought or threatened against CRWDB Indemnities and will pay on behalf of CRWDB Indemnities any expenses incurred by reason of such Claims including, without limitation, court costs and attorney's fees incurred in defending and investing such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of CRWDB Indemnities will be in addition to any other legal remedies available to CRWDB Indemnities and will not be considered CRWDB Indemnities exclusive remedy. However, should the trier of fact determine specifically that the Claims are the result in whole or in part by any intentional or negligent act or omission of CRWDB Indemnities, CRWDB shall reimburse Contractor for all expenses paid up to and including the date of the trier of facts determination, and at that point Contractor's obligation to indemnify shall end. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this Defense and Indemnification provision. Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the protection of CRWDB Indemnities.

This Defense and Indemnification obligation shall survive the expiration or termination of this Agreement.

Nothing in this Defense and Indemnification shall in any way be interpreted as a waiver or limit in any way CRWDB Indemnities' governmental immunities, as applicable and allowable under the law.

Notices

Any notice requested, demanded, required or permitted hereunder by either party to the other shall be effected either by personal delivery in writing or by U.S. mail, courier service, or telecopier with applicable verification of date and time initiated, and delivered to the last registered address of either party and such notice will be deemed to be legally effective irrespective of any change in location of Contractor. Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of three (3) days after mailing or verified receipt whichever is earlier.

Attachment D – Definition of Administrative Costs

§667.20 What Workforce Innovation and Opportunity Act Title I functions, and activities constitute the costs of administration subject to the administrative cost limit?

- a) The cost of administration are that allocable portion of necessary and reasonable allowable costs of State and local workforce investment boards, direct recipients, including State grant recipients under subtitle B of Title I and recipients of awards under subtitle D of Title I, as well as local grant recipients, local grant sub-recipients, local fiscal agents and Workforce operators that are associated with those specific functions identified in paragraph (b) of this section and which are not related to the direct provision of workforce investment services including services to participants and employers. These costs can be both personnel and non-personnel and both direct and indirect.
- b) The cost of administration are the costs associated with performing the following functions:
 - i. Performing the following overall general administrative functions and coordination of those functions under WIOA Title I:
 1. Accounting, budgeting, financial and cash management functions;
 2. Procurement and purchasing functions;
 3. Personnel management functions;
 4. Payroll functions
 5. Coordinating the resolution of findings arising from audits, reviews, investigations and incident reports;
 6. Audit functions;
 7. General legal services functions; and
 8. Developing systems and procedures, including information systems, required for these administrative functions;
 - ii. Performing oversight and monitoring responsibilities related to WIOA administrative functions;
 - iii. Costs of goods and services required for administrative functions of the program, including goods and services such as rental or purchase of equipment, utilities, office supplies, postage, and rental and maintenance of office space;
 - iv. Travel costs incurred for official business in carrying out administrative activities or the overall management of the WIOA system; and
 - v. Costs of information systems related to administrative functions (for example, personnel, procurement, purchasing, property management, accounting and payroll systems) including the purchase, system development and operating costs of such systems.
- c) Awards to sub-recipients or vendors that are solely for the performance of administrative functions are classified as administrative costs.
- d) Personnel and related non-personnel costs of staff that perform both administrative functions specified in paragraph (b) of this section and programmatic services or activities must be allocated as administrative or program costs to the benefiting costs objectives/categories based on documented distributions of actual time worked or other equitable cost allocation methods.

- e) Specific costs charged to an overhead or indirect cost pool that can be identified directly as a program cost are to be charged as a program cost. Documentation of such charges must be maintained.
- f) Except as provided at paragraph (c)(1), all costs incurred for functions and activities of sub recipients and vendors are program costs.
- g) Costs of the following information systems including the purchase, systems development and operating (e.g. data entry) costs are charged to the program category:
 - i. Tracking or monitoring of participant and performance information;
 - ii. Employment statistics information, including job listing information, job skills information, and demand occupation information;
 - iii. Performance and program cost information on eligible providers of training services, youth activities, and appropriate education activities;
 - iv. Local area performance information; and
 - v. Information relating to supportive services and unemployment insurance claims for program participants;
 - vi. Continuous improvement activities are charged to administration or program category based on the purpose or nature of the activity to be improved. Documentation of such charges must be maintained.