



Virginia Career Works - Crater Region

Request for Proposals
WIOA Title I Adult, Dislocated Worker, and Youth Service Provider
Crater Regional Workforce Development Board

Service Delivery Period: July 8, 2022 – June 30, 2024*
*With a possible 2 year extension, based on performance

RFP Release Date:	March 17, 2022
Bidder Questions Deadline:	April 6 th , 2022
Q&A Posting Deadline:	April 8 th , 2022
Proposal Submission Deadline:	April 15 th , 2022
Award Notification:	Approx. May 15 th , 2022
Contract Effective Date:	July 8 th , 2022

Package Contents:	Section 1 – General Information and Purpose Section 2 – Proposal Statement of Work Section 3 – General Instructions Section 4 – Proposal Instructions Attachment A – Standard Terms & Conditions Attachment B – Cover Sheet Attachment C – Certifications Attachment D – Budget Attachment E – All Other Required Information
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Section 1: General Information and Purpose of this Proposal

Part A. - General Information

Background

On July 22, 2014, the Workforce Innovation and Opportunity Act (WIOA) was signed into law and replaces the Workforce Investment Act (WIA). WIOA took effect on July 1, 2015, and new formal regulatory guidance for WIOA implementation was issued by the US Department of Labor (DOL) on June 20, 2016. The Virginia Board of Workforce Development (VBWD), Virginia Community College System (VCCS), and CRWDB continue to review regulations and release policies and procedures pertaining to program implementation and administration. Programs funded under this RFP must be prepared to make adjustments to comply with present and forthcoming regulations, which include performance requirements. The VCCS is responsible for formula distribution of WIOA; ensuring the integrity of the funds, oversight and monitoring of the CRWDB; and developing and implementing WIOA operational guidance and policies in coordination with the VBWD. VCCS Virginia Workforce Letter (VWL) 14-17, Change 1 (November 4, 2016) requires 40% of funds to be spent on training activity elements. This contract will have a defined dollar amount that must be spent on the training activities which includes individual training accounts (ITAs), non-ITA training, On-the Job training, work experiences, customized contract training, transitional jobs training, registered apprenticeships, incumbent worker training, remedial and pre-vocational training and books, fees, travel, materials, and certification tests. Funding will vary depending on final allocations, number of participants to be served, service delivery, model proposed and final contract negotiations.

The Crater Regional Workforce Development Board (CRWDB) is a joint government entity. The Workforce Innovation and Opportunity Act (WIOA) authorizes and charges local workforce development boards with policy development, strategic planning, and financial stewardship of workforce development and development of the authorized Local Workforce Development Area (LWDA). The County Prince George has been designated by Chief Local Elected Officials to act as the grant recipient for the WIOA programs in Region 5. LWDA #5 services the counties of Dinwiddie, Prince George, Surry and Sussex and the cities of Colonial Heights, Emporia, Greenville, Hopewell, and Petersburg.

The region has a very diverse economy which helps ensure greater economic stability at those times when individual sectors are hit by severe economic downturns. The Region's five largest industries in order are; Healthcare & Social Assistance, Retail & Trade, Manufacturing, Accommodations & Food Services, and Transportation Logistics & Warehousing. The Government sector in the area has the largest employment number due largely to a significant military installation but this industry is not counted as a primary employment focus for the LWDA.

With the trends in employers being driven to have employees to work remotely and the need to use technology as a primary means for moving forward in day-to-day society, it is obvious that the Information Industry will experience more activity. However, data for this industry projection area non-disclosable. The information industry is considered one of the most important economic branches for a variety of reasons.

Prior to COVID-19, the unemployment rate was low in the area and many of the job seekers were those who did not have refined soft skills.

Soft skills include, but not limited to, the following: 1) Interpersonal Skills-Demonstrating the ability to work effectively with others 2) Integrity-Displaying accepted social and work behaviors 3) Professionalism-Maintaining a socially acceptable demeanor 4) Initiative-Demonstrating a willingness to work, 5) Dependability and Reliability-Displaying responsible behaviors at work, and 6) Lifelong Learning-Displaying a willingness to learn and apply new knowledge and skills.

For more information regarding the Region and Board objectives, plans, and policies, please refer to the Crater Area Local Plan, which can be found at <https://vcwcraterregion.com/public-documents/>. The Crater Regional Workforce Development Board also strongly supports the Virginia Board of Workforce Development's (VBWD) workforce vision and goal. The state plan can be found at: <https://virginiacareerworks.com/publications-initiatives/>.

Region 5 has one comprehensive Center located in the city of Petersburg and one affiliate site in Emporia. There are currently efforts underway to have itinerant space in each and every CRWDB/city within the Region served. The service delivery model is demand driven. When possible, dual enrollment of all job seeking customers into both WagnerPeyser and the WIOA program should be pursued. The delivery model also encompasses RESEA, Adult Basic Education, Trade Act Adjustment, Unemployment Insurance and Veterans' Service customers. Businesses utilize the One-Stop centers for recruitment, hiring, and retaining an outstanding workforce.

The selected bidder will work closely with the Executive Staff of CRWDB in order to ensure fruition of the Board's vision of seamless, integrated, holistic service delivery. Region 5 is always striving for continual improvement of service delivery to our customers. A great deal of value is placed on recruitment, innovation and initiative in the system. It is imperative that the system be able to respond quickly to shifts in employer and skill demands, while providing services to a large number of job seekers effectively and efficiently.

Part B. - Purpose of this Solicitation

The purpose of this RFP is for the Crater Regional Workforce Development Board to identify and select a qualified sub-recipient of Department of Labor (DOL) federal dollars to provide Workforce Innovation and Opportunity Act (Public Law No:113-128 (WIOA) Title 1 Adult, Dislocated Worker, and Youth services as service provider. WIOA was created to provide state and local areas the flexibility to collaborate across systems, in an effort to better address the employment and skill needs of current employees, job seekers, and employers.

The goal of this solicitation is to receive responses from qualified and experienced employment and training service providers that are effective and efficient and able to meet the demands of the workforce delivery system of LWDA #5. Terms and conditions of the contact with the successful bidder are subject to the terms and conditions of the contract of the Crater Regional Workforce Development Board with the State of Virginia. The form of this contract will be cost-reimbursement. The funding for these services will come from the Federal Workforce Innovation and Opportunity Act, Title I.

Funds awarded to the service area through the Virginia Community College System suggest the following historical budgets could be utilized for planning purposes:

WIOA Adult & Dislocated Worker Planning Budget: \$458,000

WIOA Youth Planning Budget: \$260,000

These amounts are the total estimated awards that the service provider may have to operate the WIOA Adult, Dislocated Worker, and Youth programs in PY23.

These totals do not reflect the total award, which includes Board operating costs.

*This is a projected budget is based on the estimated PY'22 allocation. Final budgets will be negotiated. The Crater Regional Workforce Development Board does reserve the right to adjust this provision as needed.

The Service Provider is responsible for performing tasks for the delivery of customer services under the customer service system in accordance with federal, state legislation and regulation, state policy, local policy, the Virginia State Plan and Local Plan.

The CRWDB currently provides services to the Youth population in-house as allowable under law in agreement between the grant recipient and the Virginia Community College System. The service provider will be expected to ensure that services to youth will remain in place and functioning under this RFP, with as little service interruption as possible.

The Crater Regional Workforce Development Board is responsible for meeting or exceeding State and Federal required negotiated Performance Measures. The Title 1 Service Provider must commit to a consistent and concerted effort of improvement in performance numbers and outcome based results. Specific performance requirements are provided to contractors annually.

Services and activities must observe the following restrictions and requirements when considering program design:

- 1) The service provider will ensure that all staff members that are in any way involved with the system have passed the appropriate criminal background checks prior to the start of work.

- 2) The service provider will clearly identify all staff that will perform administrative duties, clearly define what those administrative duties will be, identify the percent of time said staff will dedicate to these duties, and provide, if requested, documentation that such time is being applied as defined. Sufficient staff must be provided to meet the needs of the Crater Regional Workforce Development Board and Title 1 service requirements. The selected Title 1 Service Provider must be flexible with staffing and have the ability to shift staff responsibilities/operations/hours in order to ensure effective coverage. In addition, the successful proposer must have the ability and capacity to provide activities to individuals speaking any language other than English as required by EO mandates.

3) The Service Provider is responsible for all inventory items in their care, and must ensure that all inventory items, along with any other computers, equipment, and furniture in their care are in good repair and in working order. Maintenance of computers includes, but is not limited to, maintaining adequate software protection and software updates.

4) Confidentiality of customer information must be maintained to meet the requirements of HIPAA regulations and specific procedures required by law. All customer information must be maintained in secured, locked file cabinets at all times with limited staff accessibility.

5) Agree to maintain records, including case notes, in the Virginia Workforce Connection (VAWC) system or any other system approved by the state, sufficient to identify the results of the service provider for each individual, and for use to evaluate the effectiveness of the total program, enabling verification that negotiated performance standards have been met. Other retention requirements for records: Pursuant to 2 CFR 200.333.

- A proposal must address achievement of the stated purpose on a regional basis.
- A proposal must be submitted for all of the following programs in all nine localities of the region:
 - WIOA Adult Program
 - WIOA Dislocated Worker Program
 - WIOA Youth Program
- The Crater Regional Workforce Development Board is committed to supporting activities which align workforce development and economic development activities in the region. The Crater Regional Workforce Development Board is seeking an organization that understands the relationship between workforce development and economic development and can assist in the further alignment of these activities.
- The Crater Regional Workforce Development Board will contract with an organization that is familiar with WIOA programs and has at least two years' experience in the implementation of such programs. The selected entity should demonstrate the following characteristics: competent management with vision, customer service-oriented staff, cooperative management and staff, willingness to integrate resources with other organizations, flexibility and ability to adapt to change, an understanding of the delivery of WIOA services and corresponding guidance and regulations, data integrity, and creativity.
- Individuals or organizations that may submit proposals include both private and public not-for-profits, for-profit entities, public and private educational institutions, and other such entities. All organizations must be legally incorporated (or organized as a Limited Liability Company) and must be able to operate a business under the laws of the State of Virginia.

Section 2: Proposal Statement of Work

Interested organizations should follow the given outline in response to this RFP. Label each section of your proposal with the same labels that have been provided in the following outline. This will aid in the reviewing of proposals and will allow reviewers of your proposal to make more informed decisions.

A summary of the overall scoring is as follows:

A. Experience of Organization	Maximum 20% of overall rating
B. Proposed Plan of Work	Maximum 20% of overall rating
C. Staffing Plan	Maximum 20% of overall rating
D. Innovative Programs and Services	Maximum 20% of overall rating
E. Budget and Fiscal Services	Maximum 20% of overall rating

A. Experience of Organization (Maximum 20% of overall rating)

1. Profile of Proposing Organization:

- i. What is the legal status of your organization?
- ii. Describe your organization, the governance structure, length in existence, vision, mission, and major programs currently offered.

2. Proposal should include information to demonstrate that the bidder has a record of success operating similar workforce programs or projects. Describe your experience in providing workforce services to adults, dislocated workers, and youth. Please outline all workforce programs operated during the past two years. Provide brief program descriptions, funding sources and performance information. If your organization has not provided past WIA/WIOA programs, please outline programs that provide similar services in which you organization has been involved over the past two years.

B. Proposed Plan of Work (Maximum 20% of overall rating)

1. Describe your knowledge of the most significant workforce

development challenges and opportunities that LWDA #5 will likely face in the next two years.

2. Describe your organization's ability to meet the specific needs of each of the following populations:

- i. The general public (the universal customer) seeking use of the facility, access to resources for job search, and other services as part of the array of career services under WIOA;
- ii. Adults and dislocated workers (including displaced homemakers) who meet the requirements of WIOA;
- iii. In-school and out-of-school youth who meet the requirements of WIOA.

iv. Individuals seeking specialized services such as Veterans, former offenders, substance abusers, non-high school/HSE graduates, individuals with multiple barriers to employment (including older individuals, people with disabilities, people with limited English- speaking and cultural barriers), individuals impacted by foreign trade who may be eligible for Trade Adjustment Assistance and people receiving RESEA services.

3. Describe your organization envisions its role with staff to the CRWDB and the CRWDB in general.

4. Provide assurance that data will be tracked and reported to the Board in accordance with all applicable requirements utilizing the state required case management reporting system. And, provide assurance that participant files will be maintained in accordance with federal, state, and local requirements and maintained in a secure location.

5. Also describe the familiarity with the entry and maintenance of primarily electronic customer records to satisfy State requirements.

C. Staffing Plan (Maximum 20% of overall rating)

1. Describe the number of staff to be hired. Outline plans, if any, to give priority to staff of the previous service provider. Provide a staff salary range. Detail the qualifications of proposed positions. CRWDB has a strong preference that management level staff have regular office hours onsite to supervise front line staff. Please detail the staff structure and plan of supervision.

2. Describe your plan to ensure your staff are well-trained and ready to implement WIOA services in Region 5 on July 8, 2022.

3. Describe anticipated staff development and training activities. Staff training may include, but not be limited to, subjects such as customer service strategies and effective case management/notes.

4. Describe how the service provider will ensure that staff are made aware of any changes to services, tools, policy, or products and that the staff are appropriately trained to apply these changes; making sure there is consistent communications from service provider staff to clients.

D. Innovative Programs and Services (Maximum 20% of overall total)

1. Describe any unique or innovative services that will be implemented.

2. Describe strategies to keep customers engaged in services.

3. Describe the strategies for using technology to enhance services to customers.

4. Describe strategies to provide strong customer follow up.

E. Budget and Fiscal Services (Maximum 20% of overall rating)

1. What accounting program will be used to track expenditures? Describe the organization's ability to maintain fiscal records and reporting.
2. How will incentives, stipends, supportive services be determined? How will supportive services and other direct client expenses be tracked and reported by staff? What is the process for purchase orders?
3. Required accurate completion of the Attachments of this RFP.

Section 3: General Instructions

1. Proposal initially on most favorable terms.

Offerors are cautioned to submit their proposals initially on the most favorable basis since an award may be based on the price and terms of the proposal as initially submitted, although the CRWDB reserves the right to negotiate with an offeror(s).

2. No Disclosure

Except as to serve notice to unsuccessful offerors of the final awards by CRWDB for the services covered by this RFP, no use or disclosure of the price, terms or techniques contained in the proposal shall be made, except on a "need to know" basis for evaluation purposes. In the event of an award, the proposal submitted pursuant to the requirements of this agreement by the sub-recipient receiving the award may be disclosed, reproduced, etc., at the CRWDB option.

3. Right to Reject

CRWDB reserves the right to reject any or all proposals received through this RFP, and to re-advertise for any or all of the listed services at its discretion, or cancel this RFP in part, or in its entirety, at any time. The CRWDB will not pay for costs incurred in the preparation of bids.

4. Requirements

It is required that bidders not be on a debarment list. Additionally, successful bidders must have proof of insurance. All RFP's must contain a clear outline of all the following elements:

1. A statement that describes the goals sought to be achieved;
2. A line item budget of the services to be provided; and,
3. The number of people anticipated to be served in each program

5. Questions & Answers

To be considered for funding, each bidder must submit an offer (proposal) and other supporting documentation in strict accordance with these instructions. When evaluating a proposal, the Board will consider how well the bidder complied with these instructions and provided the information outlined in the Request for Proposals. Therefore, the Board encourages bidders to contact the Board contact by email to request any additional clarification that may be needed to comply with these instructions. Phone calls will not be accepted. The technical assistance period ends April 8th, 2022 at 4pm. The official Board response to all questions pertaining to this RFP will be in writing and made available to all potential bidders. All written questions will be answered in a question and answer publication that will also be posted at the Board's website at www.vcwcraterregion.com. Answers will be posted on an ongoing basis, within two (2) business days after receipt of the question. Therefore, bidders are encouraged to view the website frequently to ensure they are fully aware of the most current information, new questions and answers, changes to the RFP, or any additional information. All answers issued become part of the RFP and the RFP process. Should you wish to submit a question or encounter a problem with the website, contact the Authorized Board Contact immediately.

6. Contract Requirements

Specific requirements for conversion of the proposal into a contract will be discussed after the contract award decision. However, to be considered, proposals must include the following special assurances:

A. Special Assurances

1. If awarded a contract, the bidder assures that it will abide by the specifications and requirements of the RFP in the provision of its services, unless the specifications and requirements are amended in writing by a CRWDB representative who is specifically authorized to do so.
2. If awarded a contract, the bidder will neither accept nor permit any of its staff to accept gratuities of any kind from any individual involved.
3. The bidder assures that, if awarded a contract, it will not subcontract any of these services.
4. The bidder acknowledges that it will fully comply with the nondiscrimination and equal opportunity provisions of the following laws: Section 188 of the Workforce Development Act; Title VI of the Civil Rights Act of 1964, as amended; affirmative action reporting requirements of 41CFR 60-1.7; Section 504 of the Rehabilitation Act of 1973, as amended; The Age Discrimination Act of 1975, as amended; the Title IX of the Education Amendments of 1972, as amended. The bidder also assures that it will comply with 29CFR part 37 and all other regulations implementing the laws listed above. The bidder understands that the United States government has the right to seek judicial enforcement of this assurance. This program is an equal opportunity employer/program. Auxiliary aids and services will be made available upon request for individuals with disabilities.

5. The bidder assures that it will comply with the Americans with Disabilities Act (ADA) of 1990 in serving individuals with disabilities. The bidder agrees to make the necessary arrangements, as appropriate, to provide services to individuals with a disability at the expense of the bidder, not CRWDB. The bidder will comply with the provisions of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. 794 et seq., and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified individuals with disabilities under any program or activity receiving federal financial assistance.
6. In accordance with P.L. 101-333, Section 508, the bidder is hereby notified that all projects that are funded as a result of this RFP will be 100% funded by federal funds. The approximate total program amount of funding available under the three programs of is referenced earlier in this document. The Virginia Community College System has not finalized allocations to the regional area, and therefore this amount is subject to change. There will be no non-government funds available to finance these WIOA proposed services. All commitments made by the Crater Regional Workforce Development Board are contingent upon the availability of funds and the Crater Regional Workforce Development Board reserves the right to award an amount less than the total funds available for bid contained in this RFP and funds available as listed on the VCCS website.
7. The bidder assures that it will procure an audit and will provide an audit report of all funds contracted with the Crater Regional Workforce Development Board if requested by the CRWDB.
8. Veterans' Priority Provisions: This program, funded by the U.S. Department of Labor is subject to the priority of service requirements of 38 USC 4215 and 20 CFR Part 1010. Section 4215 of Title 38 requires priority of service by provided to veterans and spouses of certain service members and veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. See TEGP No. 10-09.
9. Certification on Lobbying: Certify that for the preceding contract period, if any, and for this current RFP period:
 - i. 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 an 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.
 - ii. If any funds, other than federally appropriated funds, have been paid or will be paid to any person 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 or member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL "Disclosure of Lobbying Activities," in accordance with its instructions.

- iii. 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.
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made and entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under 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 \$10,000.00 and not more than \$100,000.00 for such failure.

B. Cost Reimbursement Contracting

CRWDB management of the contract(s) will be on a cost-reimbursement basis. The successful Offeror must have sufficient resources to cover their contract expenses until reimbursements are made. Specifically, the line-item budget as required by this RFP will be negotiated and will identify the specific cost categories, and allowable costs to be reimbursed by CRWDB.

C. Contract Negotiations

Successful respondent to this RFP will be expected to participate in contract negotiations to establish exact services to be provided and payment and terms of those services. Cost and services will be based on information contained in this RFP and in the proposal selected for negotiations.

D. Authorized Contact

The authorized contact person for this procurement is:
Tabitha Taylor
22 W Washington Street, Petersburg, VA 23803
ttaylor@vcwcraterregion.com
804-599-0593

7. Late Proposals

- A. The preferred proposal format is electronic in PDF format. IF paper submissions occur, proposals and modifications received at the Crater Regional Workforce Development Board, office designated in the RFP after 10:00 AM local time on the date specified therein shall not be considered unless:
 1. They are sent by registered mail, or by certified mail for which an official dated post office stamp (postmark) on the original Receipt for Certified Mail has been obtained, and it is determined by the CRWDB that the late receipt was due solely to delay in the mail, for which offeror was not responsible; or,

2. It is determined by CRWDB that the late receipt was due solely to mishandling by CRWDB after receipt at the reception area: Provided, that timely receipt at such office is established upon examination of an appropriate date or time stamp (if any) of such office or other documenting evidence or receipt (if readily available) with the control of such office serving it. However, a modification of a proposal, which makes the terms of an otherwise successful proposal more favorable to, CRWDB shall be considered at any time it is received and may thereafter be accepted.

8. Envelope for Proposals

It is important that the proposal be mailed in an envelope clearly marked in the lower left corner with the following information:

PROPOSAL RFP: Region 5 WIOA Adult, Dislocated Worker & Youth
Services

9. Alternate Proposals

Alternate proposals may be submitted provided that all deviations are clearly specified. The offeror should be prepared to discuss such deviations to ascertain the general acceptability by CRWDB.

10. Time Period of Contract

Proposals should address a two year period from July 8, 2022 through June 30, 2024, with an additional two year option at the discretion of the Board.

11. Procedures

Complaint, grievance, mediation procedures of Crater Regional Workforce Development Board are available to bidders from the office at 22 W Washington Street, Petersburg, VA 23803, upon request.

12. Proposals Received

Paper proposals should be received in a "ready to copy" format and, therefore, should not, in any way, be bound, stapled, three-hole punched, or in any manner that prevents ease of copy.

Three (3) copies of the proposal(s), with one (1) copy designated as an original with original signatures, along with an electronic copy of the proposal on a data stick, are to be submitted by certified mail, return receipt requested, or by hand-delivery with a signed receipt. All proposals must be received by no later than 4pm on April 15th, 2022.

Paper copy proposals should be mailed to:

Crater Regional Workforce Development Board
ATTN: Tabitha Taylor, Executive Director
22 W Washington Street
Petersburg, VA 23803

Proposals sent by telegram or facsimile (fax) will not be honored. Proposals received by the deadline specified herein and meeting the requirements as stated shall be acted upon by the Board of Directors of the Crater Regional Workforce Development Board. It is the responsibility of the bidder to ensure delivery of the proposal by the required time and date.

Section 4: Proposal Package

All proposals are limited to 18 pages. The cover sheet, audit and monitoring reports, and attachment pages are not included in this count.

1. Proposal Statement of Work
 - A. Experience of Organization
 - B. Proposed Plan of Work
 - C. Staffing Plan
 - D. Innovative Programs and Services
 - E. Budget and Fiscal Services Narrative
 - Budget pages
 - Copies of audits for the past two years, including audit letters.
 - Copies of any monitoring findings over the past three years.
 - Identification of funding to repay disallowed costs, if necessary.
2. Background and Experience Section
 - Profile of proposing organization
 - Certificate of Existence from the Secretary of State
 - Organizational Chart
 - History of similar workforce programs or projects
 - Two references
3. Attachment B – Cover Sheet
4. Attachment C – Certifications
5. Attachment D – Proposed Budget
6. Attachment E – All other required documents/information

Attachment A – Standard Terms & Conditions

ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the CRWDB will publicly post such notice on the Virginia Career Works – Crater Region website (<https://www.vcwcraterregion.com>) for a minimum of 10 days.

ANTI DISCRIMINATION

By submitting their bids, bidders certify to the CRWDB that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Va. Code, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

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

ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the CRWDB all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the CRWDB, relating to the particular goods or services purchased or acquired by the CRWDB under said contract.

APPLICABLE LAWS & COURTS

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the CRWDB. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the contractor in whole or in part without the written consent of the CRWDB.

AUDIT

The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the CRWDB, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during the said period.

AVAILABILITY OF FUNDS

The continuation of the terms, conditions, and provisions of any resulting contract beyond June 30 of any year, the end of the CRWDB's fiscal year, are subject to approval and ratification by the VCCS & CRWDB and appropriation by them of the necessary money to fund said contract for each succeeding year. It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

BID PRICE CURRENCY

Unless stated otherwise in this solicitation, Bidders shall state bid prices in US dollars.

CHANGES TO THE CONTRACT

1. The CRWDB may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, addition of new discretionary funds or grants, etc. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the CRWDB a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the CRWDB's right to audit the contractor's records and/or to determine the correct number of units independently.

NOTE: The CRWDB Executive Director must approve all contract change orders.

CONFLICT OF INTEREST

The Contractor certifies and warrants that neither Contractor, nor the individual signing on Contractor's behalf, has any business or personal relationships with any other persons, including CRWDB employees, or companies that are in conflict with the Commonwealth of Virginia's Conflict of Interest Act.

CONTRACTOR PERFORMANCE

Contractor agrees and covenants that its agents and employees shall comply with all CRWDB, State, and Federal laws, rules, and regulations applicable to the business to be conducted under the Contract.

The Contractor shall ensure that its employees shall observe and exercise all necessary caution and discretion to avoid injury to person or damage to property of any and all kinds.

The Contractor shall cooperate with CRWDB officials in performing the Contract work so that interference with normal operations will be held to a minimum.

DEBARMENT STATUS

By submitting their bids, Bidders certify that they are not currently debarred by the State of VA from submitting bids or bids on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

DRUG FREE WORKPLACE

During the performance of this contract, the contractor agrees to

1. Provide a drug-free workplace for the contractor's employees;
2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
3. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and
4. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

ETHICS IN PUBLIC CONTRACTING

By submitting their bid, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidders, supplier, manufacturer or subcontractor in connection with their bid), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

The bidder shall identify any actual or potential conflicts of interest that exist, or which may arise if the bidder is recommended for award, and propose how such conflicts might be resolved.

By his/her signature on the bid documents submitted, each bidder attests that her/his agents and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the bidder, or themselves, to obtain information that would give the bidder an unfair advantage over others, nor has he/she colluded with anyone for and on behalf of the bidder, or itself, to gain any favoritism in the award of this Invitation for Bid.

IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their bid, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless the CRWDB and their officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor or any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the CRWDB or to failure of the CRWDB to use the materials, goods, infrastructure or equipment in the manner already and permanently described by the Contractor on the materials, goods, infrastructure or equipment delivered.

INSURANCE

By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, it will have appropriate insurance coverage at the time the contract is awarded. The bidder or bidder further certifies that the contractor will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. See insurance specifics below:

The Successful Bidder/Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder/Offeror, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia and that is representative of the insurance policies. The Certificate shall show that the policy has been endorsed to add the CRWDB and all participating Cities and Counties are named as an additional insured for the Commercial General Liability coverage. *The certificate must not show in the description of operations section that it is issued specific to any bid, job, or contract.* The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Best or a rating acceptable to CRWDB and the County of Prince George. In addition, the Successful Bidder/Offeror shall agree to give the CRWDB a minimum of 30 days prior notice of any cancellation or material reduction in coverage.

Workers' Compensation

Statutory Virginia Limits

Employers' Liability Insurance - \$100,000 for each Accident by employee

\$100,000 for each Disease by employee

\$500,000 policy limit by Disease

Commercial General Liability

\$1,000,000 each occurrence including contractual liability for specified agreement

\$2,000,000 General Aggregate (other than Products/Completed Operations)

\$2,000,000 General Liability-Products/Completed Operations

\$1,000,000 Personal and Advertising injury

\$ 100,000 Fire Damage Legal Liability

Business Automobile Liability – including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

Umbrella Liability

\$2,000,000 Per Occurrence and in the aggregate

Additional Requirements

In addition to the requirements above, the Successful Bidder/Offeror shall thoroughly review the scope of work that is included and if any of the following are included in the services that will be provided, the following additional insurance will be required, if required:

Cyber Liability - \$2,000,000 Per Occurrence

Required if the Scope includes the collection and electronic transmittal of Personal Health Insurance (PHI), or any other demographic data on individuals including but not limited to Name, Address, Social Security Numbers or any other sort of personally identifying information.

Abuse and Molestation Coverage - \$1,000,000 Per Occurrence

Required if the scope of work includes the offering of professional or non-professional services to any child or student where one on one contact or consultation is to be provided.

Other as Specified Below

Professional requirements for Errors & Omissions Coverage

INDEPENDENT CONTRACTOR

The Contractor is an Independent Contractor and nothing contained in the contract shall constitute or designate the Contractor or any of its agents or employees as employees of the CRWDB.

LAWS AND REGULATIONS

1. The contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
2. This contract and all other contracts and subcontracts are subject to the provisions of Va. Code, Articles 3 and 5, Chapter 4, Title 40.1, relating to labor unions and the "right to work." The contractor and its subcontractors, whether residents or nonresidents of the Commonwealth of Virginia, who perform any work related to the project shall comply with all of the said provisions.

3. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Va. Code, Title 40.1 shall apply to all work under this contract. Inspectors from the Department of Labor and Industry shall be granted access to the work for inspection without first obtaining a search warrant from the court.
4. All bids submitted shall have included in their price the cost of any business and professional licenses, permits, or fees required by CRWDB or the Commonwealth of Virginia.

LICENSES AND PERMITS

The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Contractor's work which are legally required prior to and during the work, including software licenses or other intellectual property permissions unless otherwise specified by the CRWDB.

NONDISCRIMINATION OF CONTRACTORS

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

PRECEDENCE OF TERMS

The following General Terms and Conditions; ANTI-DISCRIMINATION, APPLICABLE LAWS AND COURTS, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, AND shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

SEVERABILITY

Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

TERMINATION FOR CONVENIENCE

Unless otherwise stated, any resultant contract may be terminated, in whole or in part, whenever the CRWDB determines that such a termination is in its best interests.

Any such termination shall become effective on the date stated in a written notice of termination to the Contractor sent at least sixty (60) days prior to the stated termination date. The notice of termination shall state the extent to which performance shall be terminated. The Contractor shall be paid for all goods delivered or services successfully completed prior to the termination date.

WITHDRAWAL OR MODIFICATION OF BIDS

Bids may be withdrawn or modified by written notice received from bidders prior to the deadline fixed for bid receipt. The withdrawal or modification may be made by the person signing the bid or by an individual(s) who is authorized by him/her on the face of the bid. Written modifications may be made on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile,

Any bid in response to this solicitation shall be valid for (90) calendar days. At the end of the (90) days, the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

PROTECTION OF PERSONS AND PROPERTY

The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Va. Code, § 40.1, shall apply to all work under this contract.

The Contractor shall continuously maintain adequate protection of all his work from damage and ensure its staff observes and exercises caution and discretion necessary to adequately protect and avoid injury or loss to persons or damage of any and all kinds arising in connection with this contract.

The Contractor shall adequately protect all apparatus, buildings, grounds, appurtenances, and furnishings from damage to, or loss of use and-or enjoyment by the CRWDB which might be done or caused by work performed under the contract. Damages caused directly or indirectly by the Contractor, its agents, subcontractors, suppliers shall be repaired and-or replaced at the expense of the Contractor by methods approved by the CRWDB to restore the damaged area(s) to its original condition. Such repairs shall be deemed acceptable only after inspection and approval by the CRWDB. The CRWDB reserves the right to inspect work in progress as well as make a final inspection to approve complete work.

The Contractor shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of persons and property.

In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the Contractor, without special instruction or authorization from the CRWDB, shall

act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the CRWDB, the Contractor shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided by approval by the CRWDB.

Any damage resulting directly or indirectly by the Contractor, agents, or suppliers to CRWDB property resulting from work performed shall be repaired and/or replaced at the expense of the Contractor by methods approved by the CRWDB to restore the damaged area(s) to its original condition. Such repairs shall be deemed acceptable only after inspection and approval by the CRWDB. At no time shall costs associated with such repairs be the responsibility of the CRWDB. The CRWDB reserves the right to inspect work in progress as well as make a final inspection to approved completed.

RENEWAL OF CONTRACT

This contract may be renewed by the CRWDB for two (2) additional years under the terms and conditions of the original contract except as stated in A and B below. Price increases may be negotiated only at the time of renewal. Written notice of the CRWDB's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

STANDARDS-COMPLIANCES-CODES

Contractor shall obtain, possess, maintain, and comply with all applicable Federal, State, and Local requirements such as licenses, permits, codes, laws, regulations, standards and policies, specifications, authorizations, and other related requirements to provide the services under the contract. A copy of the Contractor's Safety Policy and Program shall be provided upon request by the CRWDB.

SUBCONTRACTORS

No portion of the work shall be subcontracted without prior written consent of the CRWDB.

USE OF PREMISES

The Contractor shall:

1. Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any Contractor;
2. Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractor; and
3. The Contractor expressly undertakes to clean up frequently all refuse, trash or unused items in a timely manner and leaving the work space in a neat and orderly fashion.

Attachment B – 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 C - Certifications

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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 Rep: _____

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: _____

Authorized Rep: _____

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, 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 Rep: _____

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 thenondiscrimination 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: _____

Authorized Rep: _____

Title: _____

Signature: _____

Date: _____

Attachment D – Proposed Budget

Attachment E – All Other Required Documents/Information