

Central Virginia Workforce Development Board (CVWDB)



Request for Proposals (RFP)

WIOA Services Fiscal Year 2024: One Stop System Operator, Youth Program, Adult & Dislocated Worker Services

For the Period July 1, 2023 - June 30, 2024. Renewable annually based on performance and funding available through June 30, 2027.

Release Date: March 27, 2023

Response Due Date: April 28, 2023 by 4 p.m. EST

Virginia Career Works – Central Region
828 Main St., 12th Floor
Lynchburg, VA 24504

Any questions on this RFP must be submitted to lori.cumbo@vewcentral.com.
Questions and responses will be posted to Virginia Career Works Central Region website at <https://www.vewcentralregion.com>

The Central Virginia Workforce Development Board is an [Equal Opportunity Employer/Program](#).
Auxiliary aids and services are available upon request to individuals with disabilities. TDD: VA Relay Center 711 or 1-800-828-1140.

The Workforce Innovation Opportunity Act (WIOA) program is 100% supported by a federal U.S. Department of Labor Employment and Training Administration WIOA award (3: AA-32183-18-55-A-51) made to the City of Lynchburg on behalf of the Central Virginia Workforce Development Board by the pass-through entity, the Virginia Community College System. No costs of this product were financed by nongovernmental sources.

A proud partner of the  American Job Center® network

Table of Contents	
Part 1: General Information	2
A. Overview of CVWDB and Central Region	2
B. Purpose & Term of RFP	3
C. Disclaimer	4
D. Contact Information	4
E. Background	5
Part 2: Proposal Application and Submission instructions	7
A. Eligible Applicant Entities	7
B. Proposal Conditions	7
C. Anticipated Schedule for RFP Submission, Review, and Award	9
Part 3. Framework for Proposals	10
Section A. One Stop Career Center Operator	10
Section B. Adult and Dislocated Worker Operator Proposals	19
Section C: Youth Operator Proposals	23
Attachments	
Attachment 1: Cover Sheet & Signature Sheet	30
Attachment 2: Terms and Conditions	31
Attachment 3: CVWDB Budget (Please request Budget Worksheet(s) from Lori Cumbo if responding to RFP: lori.cumbo@vcwcentral.com)	49
Attachment 4: Questions for proposal responders to provide answers as a part of the proposal.	50

Part I: General Information

Overview of the Central Virginia Workforce Development Board (CVWDB)

The CVWDB (Board) oversees the federal Workforce Innovation and Opportunity Act (WIOA) within Virginia’s Local Workforce Development Area VII, including the City of Lynchburg, the Counties of Appomattox, Amherst, Bedford and Campbell and the Towns of Altavista, Amherst, Appomattox, Bedford and Brookneal. It is made up of representatives of private sector businesses, labor organizations, educational institutions, community-based organizations, and economic development.

The Board is the designated regional convener and administrative entity that coordinates workforce training and career services and is charged with overseeing and implementing workforce development initiatives throughout Virginia’s Local Workforce Development Area VII.

The Board collaborates with contracted program operator(s) and workforce system partners to assist employers with applicant screening, writing job descriptions, and training new employees. It also ensures that classes and career services are effectively delivered for Virginia’s Local Workforce Development Area VII youth and adult residents, as well as businesses.

The Board is comprised of representatives from businesses, labor organizations, educational providers, economic development agencies, community-based organizations, and others. Additionally, the CVWDB develops and implements policies regarding the allocation and spending of the region’s WIOA funds for adults, dislocated workers and youth.

The successful bidder will be responsible to follow the policies and procedures of the CVWDB regarding WIOA Title I – Adult & Dislocated Worker, Youth In-School and Out-of-School programs, and American Job Center “One-Stop” operations.

A. About Central Virginia

Virginia’s Local Workforce Development Area VII covers 2,000 square miles including the City of Lynchburg, the Counties of Appomattox, Amherst, Bedford and Campbell and the Towns of Altavista, Amherst, Appomattox, Bedford and Brookneal. It is a Region that collectively focuses on innovation, collaboration and economic growth. The U.S. Census Bureau’s 2021 population quick facts (latest data) reports a regional population of 262,258. (<https://www.census.gov/quickfacts/fact/table/US/PST045222>). The unemployment rate is 2.9% and is typically the same or slightly higher than the state rate, but significantly lower than the national rate. The Lynchburg region has an excellent quality of life and is home to exceptional universities and colleges, public and private primary schools, local governments, community organizations, diverse industries, and wonderful tourism assets. Learn more by reviewing our Region’s Community Profile here: <https://virginiaworks.com/> (click workforce region – Region 2000/Central VA LWIAVII).

B. Purpose of RFP:

The CVWDB is soliciting proposals for the operation of federally-funded WIOA Title I Adult and Dislocated Worker, In-School and Out-of-School youth programs for individuals residing in the Central Region (Lynchburg Region), as well as Workforce System “One Stop” Center Operator.

Applicants for this RFP should highlight how they will achieve services required by WIOA using effective partnerships and innovative methods of the One Stop System, and working to best serve youth and adults in the Central Region, also referred to workforce Area 7 which covers the City of Lynchburg, the Counties of Appomattox, Amherst, Bedford and Campbell and the Towns of Altavista, Amherst, Appomattox, Bedford and Brookneal.

WIOA Websites:

WIOA: <http://www.doleta.gov/WIOA/>

WIOA Quick Reference: <https://www.dol.gov/agencies/eta/wioa/references>

State Workforce System: www.virginiacareerworks.com

CVWDB: <https://www.vcwcentralregion.com/>

Term: This RFP is issued for July 1, 2023 – June 30, 2024, with annual options to renew for each year, up to three years (June 30, 2027), contingent on annual WIOA funding. The Board will retain the option to review the program operator annually based on the following:

1. Ability in meeting contract expectations and expenditures
2. Ability to achieve WIOA local program and performance measures, including training and youth work experience requirements.
3. Ability to demonstrate successful collaboration and engagement with workforce system partners and CVWDB.

Organizations may propose to offer services in one or a combination of WIOA program(s) and the Workforce System and must serve *all jurisdictions* within the Central Region. The Board is especially interested in working with an operator who has a demonstrated track record of successfully operating youth and adult WIOA programs in Virginia and meeting performance goals in the following areas of this RFP:

- **One Stop Career System Operator**
- **WIOA Adult and Dislocated Worker Program Operator**
- **WIOA In-School and Out-of-School Youth Program Operator**

C. Disclaimer

The request for proposals, any bids submitted by proposers to this request, and any final contracts negotiated with the successful bidder(s) as a result of this proposal is subject to final laws and regulations and may be changed at any time in order to come into compliance with WIOA laws and regulations. Bidders are strongly encouraged to follow the Department of Labor's WIOA resource page for latest updates: <https://www.doleta.gov/wioa/> and visit the Virginia Career Works website for state regulations/guidance: <https://viriniacareerworks.com/practitioners-corner/>.

Furthermore, as the Central Virginia Workforce Development Board continues to develop and refine its system, policies, procedures, or regulatory changes, bidding organizations may be requested to modify program design or the delivery of services. If a request for a change in the program design or services occurs, CVWDB staff will assist bidding organizations or service providers in the redesign to ensure consistency with Board policy and regulatory requirements. Any significant changes made to this request for proposals will be posted to the following website: www.vcwcentralregion.com

During the proposal and evaluation process, the individual identified below (Lori Cumbo, Operations Coordinator for the CVWDB) is the sole contact for any inquiries or information related to this RFP. Interested parties may only contact another staff member or board member if authorized by Lori Cumbo to provide specific information. Any violation of this procedure may be grounds for disqualification of the proposer. It is the responsibility of the proposer to ensure that the proposal arrives in a timely manner and according to the RFP requirements. Questions regarding this RFP, the application process, or programmatic issues should be submitted by email only. Responses will be posted on the website www.vcwcentralregion.com. CVWDB staff cannot assist proposers with actual preparation of their proposal. During the period between the publication date of the RFP and the deadline to submit technical RFP questions, CVWDB staff can only respond to technical questions about the RFP submitted by email.

D. Contact Information

The sole point of contact for information on this program is:

Lori Cumbo, Operations Coordinator
Central Virginia Workforce Development Board
828 Main Street, 12th Floor
Lynchburg, VA 24504-1522
lori.cumbo@vcwcentral.com

E. Background

1. Governing Authority

The Central Virginia Workforce Development Board (CVWDB) was initially formed as a result of the Workforce Investment Act of 1998 and officially became known as the Central Virginia Workforce Development Board under the Workforce Innovation and Opportunity Act (WIOA) of 2014. The Chief Local Elected Officials (CLEOs) and the CVWDB work in partnership to set workforce policy for the region. The CVWDB members are appointed by the CLEOs.

2. Strategic Plan – The CVWDB’s most recent Local Plan was approved in 2020 and updated in 2022 and is available [here](#). A joint Regional Workforce Strategic Plan is currently underway with the Lynchburg Regional Business Alliance and the Central Virginia Workforce Development Board, and will be published in the coming months [here](#).

3. Administrative Entity

The Central Virginia Planning District Commission (CVPDC) is the Central Virginia Workforce Development Board’s Administrative Entity and Fiscal Agent. The City of Lynchburg is the WIOA funds grant recipient. All grants and contracts are entered into on behalf of the CVWDB. The CVPDC currently holds the lease for Title I programs in the Central Virginia One Stop facility. Organizations submitting proposals for services are encouraged to include in-kind space or other creative options as a part of the operator proposal.

4. State Considerations

The Virginia Community College System is the current fiscal agent for the Commonwealth of Virginia’s federal WIOA funds and oversees policy for the WIOA law. The CVWDB will be responsible for implementing these policies when required. Visit the state Virginia Career Works website for up to date WIOA state regulations/guidance: <https://virginiacareerworks.com/practitioners-corner/>.

5. Federal Considerations

The Central Virginia Workforce Development Board reserves the right to cancel or modify this request for proposal or the scope of funding of an approved WIOA program to any extent necessary to ensure compliance with state and/or federal WIOA guidelines. This may occur at any time prior to/or during implementation of the WIOA programs for PY2023 or the years that follow under renewal options by the Board and Operator. Therefore, all successful proposers must demonstrate the capability and agree, in advance, to modify their program design to comply with any new WIOA regulations and/or changes to available funds.

6. Veteran Priority of Service

The award(s) are subject to the provisions of the “Jobs for Veterans Act” (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Please note that to obtain priority service, a person must still meet the program’s eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5-03 (September 16, 2003) and Section 20 of the Code of Federal Regulations (CFR) Part 101 (effective January 19, 2009) provide general guidance on the scope of the veteran’s priority statute and its effect on current employment and training programs. Where applicable, the grant applicant agrees to comply with the Veteran’s Priority Provisions.

7. Customers with Disabilities

The awardee(s) shall comply with the Federal, State, and County Law in the provision of equal access of services to customers with disabilities. Section 188 of WIOA is clear the programs funded under WIOA must be fully accessible to individuals with disabilities, and that people with disabilities are entitled to reasonable accommodations and modifications that allow them to fully participate in WIOA funded programs.

8. Whistleblower Protection

The Contractor and all employees working for the Contractor, are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712. The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in Section 3.908 of the Federal Acquisition Regulation (48 CFR 3.908; note that for the purpose of this term and condition, use of the term “contract”, “contractor”, “subcontract”, or “subcontractor” in section 3.908 should be read as “grant”, “grantee”, “subgrant”, or “subgrantee”). The Contractor shall insert the substance of this clause in all subgrants and contracts over the simplified acquisition threshold.

9. Estimated Allocations

For purposes of this RFP, the CVWDB is unable to guarantee with surety the total allocation of funds for the contract period at this time. In the table below are formula amounts allocated for PY 2022 (July 1, 2022 – June 30, 2023) by category. It is anticipated that the projected amount will be known prior to final negotiations of contracts. The total amount allocated for program operations will be negotiated and agreed upon by June 30, 2023.

Budgeted Amounts for current Program Operations (From 2022-23 Budget)

<u>Adult</u>	<u>Dislocated Worker/</u>	<u>Youth</u>	<u>One Stop Center Operational Costs</u>
\$250,000	\$80,000	\$300,000	\$ 48,475.00

The contract will be awarded on a cost reimbursement basis only. Responding entities must have the organizational ability to incur expenses prior to draw down of WIOA funds.

PART 2: PROPOSAL APPLICATION & SUBMISSION INSTRUCTIONS

A. Eligible Applicant Entities

Proposals will be accepted from authorized private for-profit or non-profit entity, government agency, or educational institution that can demonstrate the capacity to successfully provide the services identified in this RFP. Proposals from consortia, partnerships or other combinations of organizations may be submitted, provided at least one organization is designated as the lead agency and prime contractor with details on the assignment of consortium/subcontracting relationships.

The proposing organization will be responsible for maintaining participant enrollment, service activity and outcome records, documenting and verifying applicable performance metrics and directly entering such information into the Virginia Workforce Connection case management system on a regular and ongoing basis. Specific participant reports will be provided to the Central Virginia WDB on a monthly basis. In addition, the proposing organization will maintain a system that is sufficient for the accurate and timely accounting and reporting of all financial transactions under the contract. Fiscal transactions will be conducted in the manner prescribed by the Central Virginia Planning District Commission in its role as WIOA fiscal agent.

B. Proposal Conditions

1. Contingencies

Funding for this program is contingent on state, federal, and local funding. This RFP does not commit CVWDB to award a contract. CVWDB reserves the right to accept or reject any or all proposals if it determines it is in the best interest of the region to do so.

2. Modifications

CVWDB, at its discretion, may revise any part of this RFP if necessary. Any revisions will become addendums to the RFP and will be posted at <https://www.vcwcentralregion.com/>.

3. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this proposal. It is the Proposer's responsibility to ensure that the proposal arrives on or before the deadline. All proposals and materials submitted become the property of CVWDB. All proposals shall be submitted in the name of the entity with legal authority to execute the contract should it be awarded.

4. Inaccuracies and Misrepresentations

If, in the course of the RFP process or in the administration of a resulting contract, CVWDB determines that the Contractor has made a material misstatement or misrepresentation; or that materially inaccurate information has been provided to the CVWDB, the Contractor may be terminated from the RFP process; or in the event a contract has been awarded, the contract may be immediately terminated. In the event of a termination under this provision, CVWDB is entitled to pursue any available legal remedies.

5. Incurred Costs

This RFP does not commit CVWDB to pay any costs incurred in the preparation of a response to this proposal request, and the proposer agrees that all costs incurred in developing this proposal are the proposer's responsibility.

6. Proposal Confidentiality

Proposers should be aware that proposals are subject to the Freedom of Information Act (FOIA). If any proposal contains trade secrets or other information, which is proprietary by law, the proposer must notify CVWDB of its request to keep that information confidential. The request to keep proprietary information confidential must be made in writing and attached to the envelope or other medium used to submit the proposal. The confidential or proprietary information shall be readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the response. CVWDB will review the request and notify the Proposer in writing of its decision as to whether confidentiality can be maintained under law. If confidentiality cannot be maintained under law, the Proposer has the option of withdrawing the proposal or advising CVWDB of its understanding that this information will become public record. The price of products offered, or the cost of services proposed shall not be designated as proprietary or confidential information.

7. Negotiations

CVWDB may require the proposer(s) selected to participate in negotiations and to submit revisions to pricing, technical information and/or other items from their proposal as may result from these negotiations.

8. Level of Service

For any proposer awarded as a result of this RFP, no minimum or maximum number of referrals can be guaranteed by the CVWDB. Specific service goals will be established based on final WIOA formula funding allocated to Local Workforce Development Area 7 with the expectation that every locality will be served proportionate to formula allocations.

9. Acceptance or Rejection of Proposals

Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening and up to the end of the agreement period. CVWDB reserves the right to reject any or all proposals. CVWDB realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the LWDA7. While cost may not be the primary factor in the evaluation process, it is an important factor. Upon award, a contract will consist of the contract award cover sheet with signatures, the selected respondent's proposal and the Terms and Conditions in Attachment II. The Successful Bidder shall, within fifteen (15) calendar days after prescribed documents are presented for signature, execute and deliver to CVWDB the contract forms and any other forms required by the Request for Proposal. Any contract resulting from this Request for Proposal is not assignable.

10. Formal Agreement

The Contractor will be required to enter into a formal agreement with the CVWDB. In submitting a response to this RFP, the Proposer will be deemed to have agreed to each term and condition mentioned in this RFP unless the proposal identifies an objection and CVWDB agrees, in writing, to change the language objected to. All objections to any provisions of the final contract should be listed as an attachment called "Exceptions to RFP." The CVWDB is under no obligation to agree to any such proposed change(s).

11. Final Authority

The final authority to award contracts as a result of this RFP rests solely with the CVWDB.

C. Anticipated Schedule for RFP Submission, Review, and Award

- RFP Released: March 27, 2023, available on CVWDB website.
- Proposals Due to CVWDB: April 28, 2023 no later than 4:00 p.m. EST
- Evaluation Committee Review: Between April 28 – May 12, 2023.
- CVWDB Executive Committee Meeting and Recommendation: May 16, 2023
- Intent to Award Posted: By May 16, 2023
- Contract Development and Transition Plan: May 17 – June 16, 2023
- Contract begins on July 1, 2023

The CVWDB reserves the right to make changes to the above timeline.

Submission Details: Proposals are due **no later than 4:00 p.m. on April 28, 2023** and must be received at the following address:

Lori Cumbo, Operations Coordinator
Central Virginia Workforce Development Board
828 Main Street, 12th Floor
Lynchburg, VA 24504-1522

One hard-copy original and seven copies are required, along with an electronic version in Word or PDF format to lori.cumbo@vcwcentral.com.

While requiring adherence to WIOA requirements, the CVWDB does not dictate specific strategies so that bidders can exhibit their innovative ideas and approaches, to be combined with their experience and success, in conveying how they might provide services in Central Virginia. However, for review purposes, proposals should be organized using the following outline, with no more than 20 pages' total per program area being considered (excluding attachments):

- I. Signature Sheet (Attachment I)
- II. Organization information (Background, mission, administrative structure, experience in WIOA and/or other adult and youth-related services in Virginia and any experience successfully operating a program with a network of partner organizations, as well as results of most recent audit of the organization as an attachment.)
- III. Description of the proposed way the CVWDB's overall framework as outlined in Part III, Sections A, B & C will be advanced.
- IV. Description of program design and service delivery approach.
- V. Targeted performance levels proposed to be achieved.
- VI. Proposed line-item budget and service levels.
- VII. Use budget form provided by email from CVWDB operations coordinator: lori.cumbo@vcwcentral.com.
- VIII. Questionnaire responses

Proposal Review Criteria Elements	
1	<ul style="list-style-type: none"> • Organizational capability and experience (0-20 Points) • Past experience in administering federal grant funded programs. • Past experience operating a one-stop career center. • Past experience in providing WIOA services for adults and dislocated workers. • Past experience in serving hard-to-serve youth ages 14-24. • Past experience serving business recruitment needs and/or participation in Rapid Response events in Virginia. • Past Awardee(s) Performance Results/Reviews (for awardees who had WIOA Title 1 – Adult and Dislocated Program or Youth contracts with CVWDB in past.)
2	<p>Responsiveness to stated framework (0-10 Points)</p> <ul style="list-style-type: none"> • Does the proposal address the requested information under part 3 of the RFP, sections A, B and C?
3	<p>Planned approach to program design and service delivery strategy (0-30 Points)</p> <ul style="list-style-type: none"> • Innovative approaches using technology and flexible scheduling to serve employers and job seekers. • Evidence of positive outcomes with youth and adult populations, including innovative outreach and engagement efforts. • An understanding of relating services to desired performance outcomes, and helping job seekers achieve positive outcomes in education and/or employment? • Provisions to make all 14 required WIOA youth program elements available. • Establishing workforce development solutions with the business community.
4	<p>Evidence of strong community partnerships, collaboration and leveraging of resources (0-20 Points)</p> <ul style="list-style-type: none"> • Are arrangements and partnerships already in place or will be put in place to maximize resources and connect WIOA participants with job and career readiness opportunities? • Is the proposed operator familiar with Central Virginia and do they have a demonstrated track record of successfully serving residents and businesses locally? • Is there evidence to suggest strong connections with businesses and organizations to benefit youth and adult job seekers and/or upskilling solutions? • Is there evidence of leading or collaborating with a network of provider organizations aimed at helping the public with job services?
5	<p>Proposed Cost and Service Levels (0-20 Points)</p> <ul style="list-style-type: none"> • Reasonableness of overall cost in relation to planned services/levels • Reasonableness to level of staffing needed to meet performance requirements • Program access for all jurisdictions in proposed service level plan

Part 3. Framework for Proposals

Section A. One Stop Career System Operator

The Operator of Virginia’s Local Workforce Development Area VII One Stop System coordinates, facilitates, promotes, designs, and expedites services in partnership with the CVWDB staff, and One Stop System stakeholders. The Operator is expected to perform a leadership role that ensures all services mandated by the Workforce Innovation and Opportunity Act (WIOA) are available, accessible, and delivered through the One Stop System. Additionally, The Operator is expected to work with the CVWDB and its staff to strengthen the workforce board’s role as a regional convener of the workforce

system. In this capacity, the Operator is expected to champion the One Stop System and encourage WIOA mandated partners to identify themselves as part of the One Stop System, even when they do not maintain a physical presence inside a One Stop Center. A goal of the Operator will be to encourage a collaborative team approach to service delivery that includes all WIOA mandated partners and allows job seekers and employers to access a unified system. For the purposes of this RFP the term One Stop System refers to the total network of workforce stakeholders and employers while One Stop Center refers to the physical buildings housing the mandated partners and any voluntary partners and the programs that share the physical space. The Board directly pays Workforce Center facility operating costs for WIOA Title I programs.

The Operator, coordinating directly with staff of the CVWDB, is responsible for managing the One Stop Center and ensuring partner agencies provide services in a coordinated fashion through the One Stop system. The primary goal of the Operator is to work under the leadership of the CVWDB and in partnership with the CVWDB staff and stakeholders to create a seamless system of partners among workforce development, economic development, business, and community agencies in order to meet the needs of employers and job seekers in the Central Virginia workforce development area. The Operator will work collaboratively with the Executive Director of the CVWDB to support development of a workforce that meets the employers' needs in the Central Virginia service area. The Operator will work closely with CVWDB staff to implement a customer focused, integrated needs in the Central Virginia service area. The Operator will work closely with CVWDB staff to implement a customer focused, integrated, One Stop system for employers and job seekers.

- The Operator shall insure that One Stop System partners, on an ongoing basis, deliver quality and timely career services;
- The Operator shall provide information and access to training services, including serving as the point of access to training services for participants under WIOA;
- The Operator shall provide information and access to programs and activities carried out by Workforce partners as described in the Memorandum of Understanding between the CVWDB and the local elected officials;
- The Operator shall coordinate access to the labor market data, information, analysis and all job search, placement, recruitment, and other labor exchange services authorized by Wagner-Peyser, in collaboration with the Commonwealth of Virginia's appointed administrator of WIOA Title III services.
- The Operator shall work with CVWDB staff to ensure that all Center services and outreach materials are approved by the CVWDB and partner providers in addition to being ADA and EEO compliant.

1. One Stop Certification

The One Stop System Operator shall achieve the major work components and standards necessary to acquire and maintain One Stop Certification Standards. These standards will be available as Federal and State guidance is provided. It is expected that the successful Proposer will work in close partnership with the CVWDB staff to provide guidance and leadership to achieve the following outcomes:

- Deliver a high-quality, consistent set of services to jobseekers and employer customers.
- Ensure a mix of services that allow the system to serve a diverse customer base.
- Coordinate services and funding to support customer access to and success in apprenticeships, training, postsecondary education and credential obtainment.
- Support job seekers and workers progress toward economic self-sufficiency.

- Promote business, industry-sector and employer-driven skill development strategies.
- Maintain and consistently improve the integration of services and service providers within the One Stop System.
- Ensure high levels of accountability, cost-efficiency, and innovation to maximize resources and customer satisfaction.

The Operator is responsible for leading and ensuring proper delivery of the One Stop System under policies and guidelines established by the CVWDB, the Virginia Board for Workforce Development and the U.S. Department of Labor. Under this component, the Operator is responsible for coordinating with the CVWDB to ensure system-wide standards are achieved and utilize continuous quality improvement assessment tools to document positive change and to systemize standards and their usage across the workforce system.

In partnership with CVWDB staff, the Operator is responsible for promoting and facilitating integration of service delivery in Virginia's Local Workforce Development Area VII. Examples of services coordinated with CVWDB staff and provided under this work component include:

- Providing information and technical assistance to satellite and access points to maintain certification and integration standards.
- Managing resource sharing and cost-allocation in the One Stop Career Center, including management of basic and career services.
- Assisting in marketing the One Stop Career System, WIOA programs and services.
- Supporting workforce system communications.
- Coordinating staff WIOA training.
- Coordinating with training institutions and community organizations.

The Operator must coordinate services to employers under the direction of CVWDB staff and Workforce System stakeholders and develop strategies to improve and increase services to employers based on best practices, including but not limited to:

- Providing quality job referral and labor market services to businesses.
- In partnership with CVWDB staff, identify and integrate business services best practices into the One Stop Career System.
- Coordinating job fairs, hiring events, and community events based on local labor market needs, job seeker assessments, and other types of needs.
- Participating in statewide planning activities related to business services when requested by CVWDB.

2. Partners

The Operator selected through this procurement will coordinate the services offered by the One Stop Career System Partners according to the requirements of the Workforce Innovation and Opportunity Act.

Required Partners (*denotes core Virginia mandated partners) as authorized by WIOA including:

- WIOA I Adult Program*
- WIOA I Dislocated Worker Program*
- WIOA I Youth Program*
- WIOA Title III Wagner-Peyser Act Employment Services*
- WIOA Title II Adult Education*

- WIOA Title IV Vocational Rehabilitation*
- Career and Technical Education Programs (Perkins Act)
- Community Service Block Grant Employment and Training
- Native American Programs
- HUD Employment and Training Programs
- Job Corps
- Local Veterans' Employment Representatives & Disabled Veterans' Outreach Program
- Migrant and Seasonal Farmworker Jobs Program
- Senior Community Service Employment Program
- TANF
- Trade Adjustment Assistance Programs
- Unemployment Compensation Programs
- YouthBuild
- Second Chance Act Programs

Additional Workforce Partners are organizations who voluntarily involve their services in the Virginia Workforce System.

Potential Partners listed in the Act include:

- Social Security Employment and training programs, e.g. Ticket to Work
- Supplemental Nutrition Assistance Program (SNAP)
- Vocational Rehabilitation Client Assistance Program
- National and Community Service Act programs
- Other federal, state, or local employment, education, or training programs, including those provided by libraries
- Additional potential partners may be included in the Memorandum of Understanding.

Monthly or bi-monthly partner leadership meetings and staff meetings with the CVWDB shall be held to encourage communication among workforce partners, to leverage resources, to discuss effectiveness of the One Stop Career System, and to create strategies for more effectively serving customers. With the Commonwealth of Virginia's new Referral Portal rollout in March/April 2023, the One-Stop Career Operator will also be responsible to work with the CVWDB to ensure that staff, partner organizations and clients are all utilizing the portal as intended. This includes creation of the community catalogue, set up and training, and marketing the portal.

Partner Requirements:

The One Stop Career System Operator shall be expected to negotiate with the partners and maintain the resource sharing agreements in these efforts. The One Stop Career System Operator will collaborate with CVWDB staff to finalize the MOU for the CVWDB and local elected officials in addition to the cost allocation plan with partners each year. Each resource sharing agreement shall detail the following:

1. Services provided and coordinated through the One Stop System in Virginia's Local Workforce Development Area VII.
2. Funding of shared services and infrastructure costs.
3. Referral methods between partners.

Partners will make a commitment to support the following:

- A strong entrepreneurial approach designed to serve the customer, simplifying bureaucratic systems;
- Bringing funding or in-kind resources;
- Providing staff to be supervised (functionally) by the managing entity, or providing a state-of-the-art electronic linkage in lieu of a staff presence;
- Sharing in the cost of Workforce System and Center operations;
- Actively participating in the governance of the System; and
- Supporting the Center's mission, goals and business plan.

The One Stop System Operator, working collaboratively with the Workforce Partners and CVWDB, will drive the formation of an integrated, innovative workforce system with access points strategically located in libraries and with other organizations throughout the service area. The Operator must be committed to sharing the overall cost of operations and support the incorporation of resource development and fund diversification into the One Stop System and Comprehensive Center. In partnership with the CVWDB, the Operator will develop both short and long-range options for identifying and securing resources to support the efforts of the CVWDB to develop cutting-edge strategies that meet the needs of Central Virginia residents. The Operator should demonstrate the ability to leverage both cash and in-kind resources in the delivery of workforce development services. The Workforce Operator shall arrange for services to be integrated (where possible and reasonable) into the One Stop System in such a way that duplication of service is avoided.

3. Establishing Career Services in the Community

In addition to the Comprehensive One Stop Center and any affiliated satellite sites, the Operator shall establish, maintain, and coordinate services through community Access Points. Access Points are permanent locations that either are already set up or can be set up throughout the Central Virginia area to better serve customers. Each site will have a staff person from the hosting agency/organization that is trained to provide assistance to job seekers in accessing the information. One Stop system staff are expected to utilize the community Access Points as itinerant locations to serve customers. The operator will be responsible for orientation, training and ongoing professional development for staff designated within each Access Point as well as any staff involved from partnering organizations. Each Access Point will have information and resources on WIOA programs and services, career development resources and when possible, a computer with internet access available for job seeking services. Each Access Point should feature Virginia Career Works branding or any other branding utilized at the state and federal level, as mandated, to promote the unified workforce system. The Operator in partnership with CVWDB staff will be responsible for establishing and maintaining Access Points across the region as appropriate to ensure access to career services throughout Central Virginia. The Operator, in collaboration with the CVWDB staff, must execute a Memorandum of Agreement with each Access Point agency/organization and maintain an annual review/renewal with each access point. The Operator will determine equipment and support needs associated with Access Points, in cooperation with the CVWDB.

4. Outreach

The Operator will be responsible for working with CVWDB staff, partners, and stakeholders to execute an effective outreach plan highlighting One Stop System offerings to target audiences and businesses. **All materials produced and published for the Central Virginia Workforce System must be approved by the CVWDB staff and shared with system partners.** The Operator shall use all mandated brochures developed by the CVWDB or the State.

Printed material and other written information at the Center must be language accessible for Central Virginia's diverse population of jobseekers. Whenever feasible, language barriers should be removed so that all visitors to the Center feel welcome and can benefit from the experience. The Operator shall be responsible for maintain and implementing the Board's Limited English Proficiency policy, including services for individuals with a hearing impairment. The Operator is required to coordinate training for all One Stop staff on how to use the Limited English Proficiency plan.

5. Services Provided to Employers

The One Stop System in Virginia's Local Workforce Development Area VII shall offer a broad range of integrated services that are provided free-of-charge to all employers to support economic and workforce development efforts. The Operator will be responsible for coordinating the following employer services with workforce partners and staff:

- Interview facilities at the One Stop Center or other employer approved location(s);
- Access to labor market and related information;
- State and/or federally generated information on ADA;
- Information regarding workplace accommodations for persons with disabilities;
- Information and referral to business start-up, retention and expansion services;
- Information and referral to sources for developing customized training programs;
- Information on career preparation activities and career pathways;
- Information on Trade Adjustment Act (TAA) and certification;
- Information about incentives such as OJT programs, based on worker eligibility;
- State and/or federally generated information on tax credits for new hires;
- State and/or federal program information on Federal bonding;
- Access to information and services through the Center, state Referral Portal, and online;
- Access to media to address the employment and training needs of businesses;
- Avenues to place job openings, as well as access to Virginia Workforce Connection (VAWC); and other services as appropriate.

All sites shall work with the Operator to ensure that the preceding employer services are offered through the One Stop System. Each One Stop System employee (regardless of funding) shall represent the One Stop System in a way that acknowledges any unified branding employed by the state. Currently, the Commonwealth of Virginia makes use of the Virginia Career Works brand to promote workforce services. The Operator will be responsible, in collaboration with CVWDB staff, for encouraging all WIOA mandated partners to make use of the state's unified branding when performing outreach that promotes services available through the One Stop System. The Operator should work to ensure public stakeholders recognize the unified brand as an identity of the entire One Stop System, which includes all WIOA mandated partner agencies. Additional comprehensive and higher-level services to employers and businesses shall be provided by the Comprehensive One Stop System in partnership with CVWDB staff.

These services shall include:

- Referrals of well-qualified Career Center customers, including all served populations;
- Staff-assisted employee pre-screening;
- Basic job matching of résumés and applications;
- Preliminary basic skills and other assessments;
- Industry specific job fairs and hiring events;
- Positive recruitments;

- Relevant business seminars and information sessions;
- Job developer referrals and workshops; and
- Other CVWDB approved business services.

The Comprehensive One Stop Career Center may offer customized and innovative Business Services that may include:

- Employee background checks;
- Applicant pre-interview;
- Screening, drug testing;
- In-depth assessment and testing of potential candidates;
- Locate and procure sites for the interviewing process;
- Business-specific job fairs; and
- Outreach and marketing services to small businesses and entrepreneurs

The CVWDB must approve all fee-based services. All revenue generated from fee-based services must be handled in accordance with the Workforce Innovation and Opportunity Act. The Operator may not charge for services already funded by the Act.

The Operator shall work with the CVWDB Business Service Team to develop a systematic, equitable approach in determining and assisting with delivering the services most appropriate for each. This methodology must be approved by the Board prior to implementation. The Operator is responsible for working with the Business Services Team in order to achieve employer satisfaction performance measures set forth by DOL.

6. Rapid Response Services

Rapid Response Services, as mandated by DOL, are services delivered to businesses and employees of companies who are experiencing downsizing through layoffs or closure and may have also been impacted by a Worker Adjustment & Retraining Notification (WARN) issued by the State. The Virginia Employment Commission coordinates the Rapid Response teams across the State of Virginia. The Operator will be expected to participate as necessary in these outreach teams. The Comprehensive One Stop System shall provide the following Rapid Response Services to employees of businesses issuing WARN notices, in conjunction with the Virginia Employment Commission and the local Economic Development offices in Central Virginia. Services may include:

- Reviewing affected workers' assistance needs;
- Assisting with Rapid Response workshop presentations to assist with career transition, job search tools and skills, résumé preparation, interviewing techniques, and enrollments in WIOA Title 1 Dislocated Worker Program;
- Assessing re-employment prospects for workers in the local community;
- Providing information on available resources to meet the short and long-term needs of affected workers;
- Establishing a process of referring affected employees to the One Stop System;
- Developing recruitment/job development activities including job fairs, positive recruitments, job lead development, and general recruitment notifications;

7. Services Provided to Job Seekers

It is expected One-Stop Certification Standards be met regarding the ability to provide career services and activities to all job seekers.

Accessibility

Selected providers will meet all requirements regarding compliance with state and federal disability laws and procedures for ensuring universally accessible physical and program environments for all customers. It is required that providers complete and adhere to the standards and expectations set forth in the national Equal Opportunity Self-Assessment Guides and checklists. The sites are monitored annually for compliance. Selected providers' staff may be required to attend training in program access for customers with disabilities and access to employment programs and services for the disabled. Successful bidders are responsible for ensuring ongoing compliance with ADA laws and standards in relation to accessibility. The CVWDB is currently the leaseholder for the Comprehensive One Stop Center. As leaseholder, the CVWDB in partnership with the selected Operator will negotiate with the building owner any costs associated with establishing and maintaining full ADA accessibility for the Comprehensive One Stop Center.

Hours of Operation

Regular hours of operation for the Comprehensive One Stop Center are Monday through Friday from 8:30 a.m. to 4:30 p.m., except on Wednesdays when it opens at 9:30 due to a staff meeting. Hours for Satellites and Access Points may vary by location. The One Stop Center will be closed on applicable state and federal holidays. Selected providers should be aware that some services may require non-traditional hours. Center hours may be adjusted at the Board's discretion. The Board would like to see included in proposals how additional hours beyond the current 8:30 a.m. - 4:30 p.m. hours may be incorporated.

Resource Room for Universal Access

The One Stop System shall host a resource room for use by job seekers in its One Stop Center. The comprehensive Center must have a self-serve resource area or "resource room" that offers the following services to customers:

- Computer access and applications software
- Résumé writing software
- Career exploration software
- Job, career, and skill self-assessment tools
- Career, job, and labor market information
- Career planning, interviewing and job search information
- Information and assistance with writing résumés and cover letters
- Information on job retention

The resource room shall house computers with Internet access, appropriate software to create letters, résumés and job applications, email capability, and computer software for customers to engage in self-learning activities. Shared printers shall accompany the computers. A phone area must be arranged in such a way that individuals may talk privately to employers with minimal noise and distraction. At minimum, one dedicated telephone line must be available for filing unemployment compensation claims. The room shall be equipped with fax machines and copier(s) completely accessible to the public with written instructions for use. Limitations or restrictions placed on this equipment must meet CVWDB staff approval prior to implementation. Special equipment shall be available for those customers who are hearing and seeing impaired. Auxiliary aids and services, including a Cap Tel and TTY phone line, shall

be available upon request to individuals with disabilities. The physical layout of the room must meet ADA requirements.

The Operator must coordinate staffing in the resource room to provide labor market and job information, to answer questions, and provide assistance in operating equipment and software in the resource room. Partner staff may help cover staffing of the resource room. **All staff in the resource room and conducting public orientations must have the ability to provide basic information about all partner programs participating in the One Stop System (including those partners electronically linked and/or physically located outside the Center).**

Workforce System Orientation

The Operator shall facilitate a web-based orientation that informs individuals of the full array of services available, including all partner services conducted at the Workforce site and any other pertinent resources to ensure successful return to employment. The orientation includes a complete overview of the Central Virginia Workforce System and WIOA programs, as well as the services available through other Workforce System partners.

Intake of Customers

The Operator will be expected to facilitate an initial intake process that evaluates interested job seeker customers for eligibility of Title I services, as well as the services of all WIOA mandated partners who provide services through the One Stop System, in a unified screening process. The Operator will be expected to refer customers to the services of all appropriate partners based on the outcome of the intake screening. As the leader of the One Stop System, it will be the Operator's responsibility to ensure customers are appropriately connected to any WIOA provider operating or providing services through the One Stop System.

Workshops

The Comprehensive One Stop Center shall offer a wide range of informational workshops to jobseekers. Workshops shall be offered on a regular basis throughout the month. The Operator is responsible for coordinating these workshops.

8. Deliverables

The Contractor will be required to provide the following deliverables:

- a. One-Stop Certification of all Centers and locations per Virginia guidelines
- b. Executed Infrastructure Funding Agreements
- c. A Business Plan developed with partner input that includes any satellite and Access Points
- d. At a minimum, meets all performance measures (WIOA measures, Business Plan, CVWDB goals, customer satisfaction, etc.)
- e. Ongoing, executed Staff Development and Training plan for all One Stop Center staff, including partners
- f. Develop, maintain (and expand if necessary) Access Points with
- g. Coordinate all services and programs in the One Stop Career Center
- h. Ongoing participation in workforce development related community events in partnership with Central Virginia WDB staff and stakeholders
- i. Ongoing collaboration and information sharing with the WDB staff
- j. Workshop schedules on a monthly basis
- k. Partner coverage for resource rooms

- l. Provide regular input for CVWDB staff to maintain an up-to-date outreach plan for the One Stop Center
- m. Work with board staff and partners throughout the region to implement Career Essentials or career readiness programming.
- n. Other goals that support the Scope of Work outlined in this RFP

Dates for each of the deliverables will be established with the Operator prior to June 30, 2023.

9. Reports

Monthly and Quarterly Reports: Routine monthly and quarterly written programmatic reports shall be due by the tenth (10th) calendar day of the month following the month or quarter being reported on and will be submitted to the CVWDB executive director.

Note: Specific required reports will be negotiated at the beginning of the awarded contract. (Other reports may be required throughout the year at the request of the CVWDB.)

Section B. Adult and Dislocated Worker Operator Proposals

WIOA Adult & Dislocated Worker Services

The Adult and Dislocated Worker Programs, under Title I-B of the Workforce Innovation and Opportunity Act of 2014, are designed to provide quality employment and training services to assist eligible individuals in finding and qualifying for meaningful employment and to help employers find the skilled workers they need to compete and succeed in business. Career and training services are provided through the One Stop Centers and affiliated access points. *In Virginia, at least forty percent (40%) of the adult and dislocated worker funds must be expended on training. Proposers should include the 40% training requirement for the adult and dislocated worker funding category in budget and planning considerations.*

1. Career Services are described as:

- Eligibility determination for funding and services
- Outreach, intake (includes UI Worker Profiling), and orientation to the information and other services available through the One Stop System
- Initial assessment of skill levels (including literacy, numeracy, and English language)

- proficiency), aptitudes, abilities (including skills gaps), and supportive service needs;
 - Job search and placement assistance and, in appropriate cases, career counseling, including— Information on in-demand industry sectors and occupations, and nontraditional employment;
 - Appropriate recruitment and other business services on behalf of employers;
 - Referrals to and coordination of activities with partner programs and services;
 - Workforce and labor market employment statistics information, which includes job vacancy listings; job skills necessary for job openings; information on local occupations in demand and the earnings, skill requirements, opportunities for advancement within those career pathways; performance information and program cost information on eligible providers of training;
 - Information, in formats that are usable by and understandable to one-stop center customers, regarding how the local area is performing on the local performance accountability measures;
 - Information, in formats that are usable by and understandable to one-stop center customers, relating to the availability of supportive services or assistance, provided by partners;
 - Referrals to supportive services or other needed assistance;
 - Information and assistance regarding filing claims for unemployment compensation;
 - Information and assistance regarding establishing eligibility for financial aid assistance for training and education programs;
 - Other services needed for an individual to obtain or retain employment, that consist of comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include diagnostic testing and use of other assessment tools; and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;
 - Developing individual employment plans, to identify the employment goals, appropriate achievement objectives and appropriate combination of services for the participant to achieve the employment goals, including providing information on eligible providers of training services and career pathways to attain career objectives;
 - Group counseling;
 - Individual counseling;
 - Career planning; Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training;
 - Internships and work experiences that are linked to careers;
 - Workforce preparation activities;
 - Financial literacy services;
 - Out-of-area job search assistance and relocation assistance; or
 - English language acquisition and integrated education and training programs; and Follow-up services, including counseling regarding the workplace, for participants in Workforce Innovation and Opportunity Activities authorized under this subtitle that are placed in unsubsidized employment, for not less than 12 months after the first day of the employment, as appropriate.

2. Training Services are described as:

- Occupational skills training, including training for nontraditional employment;
- On-the-job training;
- Incumbent worker training (as authorized by the local Board and the SWDB);
- Programs that combine workplace training with related instruction, which may include cooperative education programs;

-
- Training programs operated by the private sector;
- Skill upgrading and retraining;
- Entrepreneurial training;
- Transitional jobs;
- Job readiness training;
- Adult education and literacy activities, including activities of English language acquisition, integrated education and training programs that may be provided concurrently or in combination with services described above
- Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

All those that receive training services must be determined eligible for WIOA funding.

3. Additional Services

“Supportive” services such as transportation, childcare, dependent-care, housing and needs- related payments are provided under certain circumstances to allow an individual to participate in the program.

“Rapid Response” services at the employment site for employers and workers who are expected to lose their jobs as a result of company closings and mass layoffs.

Individuals whose layoff was created or affected by international trade, may access information and services under the Trade Act programs.

4. Performance Measures

All WIOA funding is partially based on achieving Department of Labor’s performance measures regarding employment and training. However, the proposer will also need to take into account that WIOA performance measures may be based on data from customers who exit from the WIOA program for the previous two years (beginning July 1, 2021), unless otherwise waived by DOL. The successful bidder will be responsible for the follow-up and performance measures data for WIOA measures and should be prepared to track the data for both sets of measures. The WIOA performance measures are described below:

- **Employment** - To increase employment, as measured by entry into unsubsidized employment (2nd quarter after exit);
- **Employment Retention** - To increase retention in unsubsidized employment six months after entry into employment (4th quarter after exit); and
- **Median Earnings** - To increase earnings received in unsubsidized employment (median of 2nd quarter wages after exit).
- **Credential Rate** – To increase credentials or diplomas obtained during or immediately after program exit. *Definition:* Percentage of participants who obtain a recognized postsecondary credential or diploma during participation or within one year after program exit.
- **In-Program Skills Gain** – To increase the skills obtained through education leading to a credential or employment during the program year. *Definition:* Percentage of participants in education leading to credential or employment during program year, achieving measurable gains. Measured in real-time.
- **Employer Services** – To indicate effectiveness in serving employers.

The successful bidder will be responsible for meeting all performance measures as laid out by DOL. In the event that the State and/or the CVWDB sets additional goals to indicate the success of the system or centers, the successful bidder will also be required to meet those goals and/or measures as well. The successful bidder will be responsible for all performance data regardless of provider. If requested (and in the event that there are multiple providers), data can be broken down by service provider.

5. Central Virginia LWDA PY2021 Performance Goals

Below are the performance measures given to Central Virginia for PY21 (July 1, 2021 – June 30, 2022). Each local workforce board is responsible for negotiating these measures with the State. The performance measures listed below are provided as information and as a baseline for the purpose of this RFP.

PY2021 DATA		
LWDA 07		
Adult	Negotiated Level	Actual Performance
Employment 2nd Quarter after Exit	79.00%	81.70%
Employment 4th Quarter after Exit	85.00%	72.50%
Median Earnings 2nd Quarter after Exit	\$6,000	\$5,133
Credential Attainment within 1 year	74.00%	47.80%
Measurable Skills Gain	60.00%	57.80%
Dislocated Workers		
Employment 2nd Quarter after Exit	85.00%	87.50%
Employment 4th Quarter after Exit	90.00%	94.40%
Median Earnings 2nd Quarter after Exit	\$8,000	\$11,217
Credential Attainment within 1 year	70.00%	66.70%
Measurable Skill Gain	55.00%	88.20%
Youth		
Employment 2nd Quarter after Exit	72.00%	88.40%
Employment 4th Quarter after Exit	62.80%	67.60%

Median Earnings 2nd Quarter after Exit	\$3,500	\$3,990
Credential Attainment within 1 year	70.00%	54.20%
Measurable Skills Gain	55.00%	57.40%

The CVWDB also requires the Contractor to maintain a minimum overall “Satisfactory” customer service rating from job seekers and employers. The state is currently managing all data collection regarding employment goals and customer service (job seeker and employer) satisfaction. The Contractor will be responsible for capturing all credentials and entering them into VOS as well as all In-program skills gains. The Contractor will be required to provide follow-up services to WIOA participants for all four quarters beginning July 1, 2023 and manage follow-up from previous year’s operations as appropriate.

Section C: Youth Operator Proposals

WIOA youth services are intended to equip participants with the resources necessary to achieve educational and employment success. Proposals should delineate the offeror’s response to providing services in a manner that addresses the categories and elements detailed in this section.

1. An overall approach that exhibits:

- a. An emphasis on academic and occupational achievement while attempting to address and resolve issues that are particularly relevant to youth, such as substance abuse, lack of adult guidance/mentoring, low self-esteem, pregnancy prevention, leadership development, community involvement, and life/career planning.
- b. An outreach and recruitment approach that will target older, out of school youth; with effective means to identify, enroll and engage such youth.
- c. An understanding of how to design strategies and deliver services that benefit youth and correlate to successful performance outcomes and results.
- d. An innovative approach to identifying and linking with the full array of youth services within the Region, with a plan as to how promising and effective initiatives of other youth service providers and community-based organizations, non-profit organizations, businesses, business organizations and educational entities can be connected to and leveraged with the WIOA youth program.
- e. A work plan that will ensure that eligible youth in the four counties, one city and five towns in Central Virginia will have an opportunity to benefit from WIOA youth services at least to some proportional degree defined in the proposal. The Central Virginia Workforce Development Board established youth programs with Bedford and Campbell County using a consortium operating model that created shared funding for Youth Career Navigator positions. Proposing organizations must explain how they can work within a consortia arrangement with shared stakeholder leadership to deliver effective youth career development services so these shared positions can continue and expand to other localities.

2. Targeted Participants and Service Focus

- a. In-School Youth (No more than 25% of budgeted WIOA youth funds)**

- School drop-out prevention
- High School graduation or equivalent
- Enrollment into post-secondary education and/or advanced training/occupational skills training or obtain employment (including the military)
- Demonstrated proficiency in work readiness skills

b. Out of School Youth (No less than 75% of budgeted funds)

- Full-time unsubsidized employment (including the military)
- Attainment of a recognized credential or certificate
- Enrollment into post-secondary education and/or advanced training/occupational skills training
- Demonstrated proficiency in work readiness skills

Follow-up Services should be provided to all youth participants for at least 12 months after participation in the WIOA programs has ended. Follow up services should include verification of continued employment or education, as well as the assessment or determination of need of additional services.

3. Assessment and WIOA 14 Program Elements – The proposing organization will be responsible for conducting and documenting a comprehensive assessment of all participants, to include basic skills, occupational skills, interests, aptitude, work readiness skills, barriers and supportive service needs. Assessment instruments appropriate to the population are to be used. If proposers plan to use additional tools, indicate the specific instruments that will be used. Based on the results of the assessments, a determination will be made as to which of the WIOA defined 14 program elements will be offered to each participant from those listed below:

Youth Program 14 Elements:

1. Tutoring, study skills training and evidence-based dropout prevention strategies that lead to completion of secondary school diploma or its recognized equivalent or for a postsecondary credential.
2. Alternative secondary school offerings.
3. Summer employment opportunities directly linked to academic and occupational learning.
4. Paid and unpaid work experience, including summer employment opportunities, internships, pre apprenticeship programs, job shadowing and on the job training opportunities.
5. Occupational skill training which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in demand industry sectors and occupations.
6. Leadership development opportunities, which may include such activities as positive social behavioral and soft skills, decision making, teamwork and other activities.
7. Supportive Services
8. Adult mentoring for a duration of at least (12) months, that may occur both during and after program participation.

9. Follow-up Services for a minimum 12- month period
10. Comprehensive guidance and counseling, including drug and alcohol abuse counseling, mental Health counseling, as well as referrals to counseling, as appropriate to the needs of individual youth.
11. Financial Literacy education
12. Entrepreneurial skills training
13. Services that provide labor market and employment information about in-demand industry sectors and occupations.
14. Activities that help youth prepare for and transition to post-secondary education and training.

Proposing organizations should explain how the 14 elements can be provided by staff or through approved providers.

4. Additional Requirements

In addition to the delivery of programmatic services to In-School and Out-of-School Youth, proposing organizations must also incorporate the following activities:

- Eligibility Determination – The proposing organization will be responsible for the determination, verification and documentation of WIOA eligibility for program participants, maintenance of a formal participant eligibility file and related quality assurance activities. In order to participate in a program funded under this RFP, In-School and Out-of-School Youth must meet the eligibility requirements as determined by the WIOA Youth Eligibility Requirements.
- Individual Service Strategy (ISS) Development – The proposing organization will be responsible for the development and documentation of an ISS for each participant based on the results of the assessment. This document will identify the participant’s short- and long-term goals, specific plan of activities and services to attain the goals, identification of any applicable barriers and resolutions and required supportive services. The ISS is to be periodically reviewed with the participant and adjusted, as warranted, and is to be developed within thirty (30) days of the date of program enrollment and reviewed every sixty (60) days thereafter.
- Comprehensive Guidance and Counseling Services to youth throughout their program participation. These services are to be delivered by staff and include career and personal counseling and referrals to other sources of counseling, based on the needs of the youth. In addition, case management services must be provided to youth on an ongoing basis in order to successfully navigate their path to the successful completion of their Individual Service Strategy (ISS).
- Worksite Facilitation – The proposing organization will be responsible for the development and execution of formal worksite agreements with employers that participate in paid and unpaid work experience, summer employment, job shadowing and internship and/or apprenticeship activities. This agreement will stipulate the roles and responsibilities of each party and identify the duties and expectations for the job or activity to be provided, as well as, the terms, conditions, stipulations, and assurances related to the relationship. All such relationships will include supervisors and participant orientations prior to start. Under WIOA, 20% of youth funds must be

spent on work experiences. The proposer must provide a description of how this will be accomplished.

- **Integration and Co-location with One-Stop Facilities** – In the interest of establishing a seamless delivery of services for all prospective customers and in keeping with both the spirit and letter of the WIOA legislation as it pertains to the participation of all mandatory partner agencies and programs, it is essential that all of the WIOA Title I funded programs be operated in the most effective and integrated manner possible. Proposers will need to understand the general expectation that as a part of the outreach and recruitment functions associated with the delivery of any Out-of-School activities being proposed should engage youth with the comprehensive One Stop Center whenever possible.
- **Employer Connections** – Connections to employers are essential in the creation of a system that can effectively assist youth to become highly skilled and employable. Examples include meaningful exposure to mentoring-type of support and positive role model connections, exposure to the world of work and internship/work experiences with resulting measurable skill increases. These connections should lead to greater potential for placements in employment. Bidders are also expected to work closely with CVWDB staff to leverage employer support in terms of leveraged funds for training or wages, staff, or operational needs related to training including space, etc.

5. Performance Outcomes under the Workforce Development Act.

A. **Employment Rate – 2nd Quarter After Exit:** The percentage of participants who are in unsubsidized employment during the second quarter after exit from the program. **Youth Education or Employment Rate – 2nd Quarter After Exit:** The percentage of participants in education or training activities, or in unsubsidized employment, during the second quarter after exit.

B. **Employment Rate – 4th Quarter After Exit:** The percentage of participants who are in unsubsidized employment during the fourth quarter after exit from the program. **Youth Education or Employment Rate – 4th Quarter After Exit:** The percentage of participants in education or training activities, or in unsubsidized employment, during the fourth quarter after exit.

C. **Median Earnings – 2nd Quarter After Exit:** The median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program.

D. **Credential Attainment:** The percentage of those participants enrolled in an education or training program (excluding those in on-the-job training (OJT) and customized training) who attain a recognized postsecondary credential or a secondary school diploma, or its recognized equivalent, during participation in or within one year after exit from the program. A participant who has attained a secondary school diploma or its recognized equivalent is included in the percentage of participants who have attained a secondary school diploma or its recognized equivalent only if the participant also is employed or is enrolled in an education or training program leading to a recognized postsecondary credential within one year after exit from the program.

E. **Measurable Skill Gains (MSG):** The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains, defined as documented

academic, technical, occupational, or other forms of progress, towards such a credential or employment. Depending on the type of education or training program, documented progress is defined as one of the following:

- a) Documented achievement of at least one educational functioning level of a participant who is receiving instruction below the postsecondary education level;
- b) Documented attainment of a secondary school diploma or its recognized equivalent;
- c) Secondary or postsecondary transcript or report card for a sufficient number of credit hours that shows a participant is meeting the state unit's academic standards
- d) Satisfactory or better progress report, towards established milestones, such as completion of OJT or completion of one year of an apprenticeship program or similar milestones, from an employer or training provider who is providing training; or within each state there is an administrative unit that provides authorization to postsecondary institutions within the state. States differ in the requirements to which they hold postsecondary institutions responsible for satisfactory progress. Progress for WIOA purposes must comply with any applicable state standards. Likewise, every state has a state educational agency that establishes education standards for secondary education within the state, which would apply for purposes of determining if a participant is meeting the state's academic standards.
- e) Successful passage of an exam that is required for a particular occupation or progress in attaining technical or occupational skills as evidenced by trade-related benchmarks such as knowledge-based exams.

In-depth information may be found at the following link for all WIOA Title One performance measures: [TEGL 14-18](#)

6. Budget and Planned Service Levels

All costs must be real, allowable, and necessary (according to the Workforce Innovation and Opportunity Act of 2014) to the operation of the program. A line-item budget must be submitted. Budgets should be close to actual with little unexpended funding. No non-line item, contracted costs will be allowed. Provide a budget narrative to clarify the costs in your proposal, along with expected service levels.

7. WIOA Youth Eligibility Overview

For the purpose of this RFP, a **youth** is described as an individual who is a resident of Central Virginia or receiving full-time residential services in the Central Virginia Workforce Development Area and is:

- A U.S. Citizen or eligible to work in the United States; **and**
- Meets requirements of Section 3 of the Military Selective Services Act as applicable; **and**
- Not less than age 14 and not more than age 24; **and**
- A *low-income* individual as defined below;
 - *Income below poverty guideline or 70% lower living standard*

- *Food Stamp recipient*
- *Homeless*
- *Foster Child*
- *Disabled (an individual is considered a 'Family of one' and income includes applicant only)*

And is an individual who is **one or more** of the following:

1. Deficient in basic literacy skills, defined as:

Computes or solves problems, reads, writes, or speaks English at or below grade level 8.9; or is unable to compute or solve problems, read, write or speak English at a level necessary to function on the job, in the individual's family or in society.

2. A school dropout;
3. Homeless, or runaway, or a foster child;
4. Pregnant or a parent;
5. An offender;

In School Youth and Out of School Youth:

WIOA defines two distinct youth populations that may receive services; in-school and out-of-school youth. *Under WIOA at least 75% of funds should be devoted to service for the out-of-school populations, however, the local board and the state workforce development board are evaluating options to serve more in school youth through waivers or local funding strategies.*

In School Youth (Age 14-21): Eligible youth that are enrolled in a secondary school. In-school youth generally need to remain active participants until they graduate, in order to obtain positive outcomes.

Target groups in this category that may increase performance outcomes are:

- Graduating Seniors – including those enrolled in Technical and Career Education
- Youth completing alternative school programs
- Foster children

<p>WIOA In-School Youth</p> <p>A. 14-21 years old <u>and</u></p> <p>B. Attending compulsory school <u>and</u></p> <p>C. Low-Income <u>and</u></p> <p>D. At least one of the following apply</p> <ol style="list-style-type: none"> 1. Deficient in Basic Literacy Skills; <u>or</u> 2. Homeless, Runaway; <u>or</u> 3. In foster care or aged out of foster care; <u>or</u> 4. Pregnant/Parenting; <u>or</u> 5. Offender; <u>or</u> 6. Has a disability; <u>or</u> 7. An English language learner; <u>or</u> 	<p>Low Income Criteria</p> <p>A. Family income at or below 100% of poverty line or 70% lower living standard; <u>or</u></p> <p>B. Meets one of the following criteria</p> <ol style="list-style-type: none"> 1. Customer receives or is a member of a family that receives (currently or in the past six months) one of the following <ol style="list-style-type: none"> a) TANF, <u>or</u> b) SNAP, <u>or</u> c) SSI, <u>or</u> d) Other public assistance; <u>or</u> 2. Foster Child; <u>or</u> 3. Homeless; <u>or</u> 4. Receives or is eligible to receive free or reduced-price lunch; <u>or</u> 5. Lives in a high poverty census tract. <p>Note: Individual with a disability must be considered family of one for income determination purposes if family income exceeds youth income criteria and 1-5 above do not apply.</p>
---	---

Out of School Youth (Age 16-24): An individual who:

- Is an eligible youth who is a school dropout; or
- Is an eligible youth who has either graduated from high school or who holds a GED, but is basic skill deficient, unemployed or underemployed.
- Is enrolled in a post-secondary (adult job training or college) program and is basic skill deficient.

<p>Out of School Youth (Age 16-24)</p> <p>A. 16-24 years old <u>and</u></p> <p>B. Not attending compulsory school <u>and</u></p> <p>C. At least one of the following apply</p> <ol style="list-style-type: none"> 1. School Dropout; <u>or</u> 2. Youth who (a) received HS Diploma/equivalent and (b) is low-income and (c) is Deficient in Basic Literacy Skills or is an English language learner; <u>or</u> 3. Required to attend school but has not attended for at least the most recent complete school year's calendar quarter'; <u>or</u> 4. Homeless or Runaway; <u>or</u> 5. In foster care or aged out of foster care; <u>or</u> 6. Pregnant/Parenting; <u>or</u> 7. Subject to the juvenile or adult justice system; <u>or</u> 8. Has a disability; <u>or</u> 9. Requires additional assistance to complete an educational program, or to secure and hold employment (must also meet low income requirements) 	<p>Low income required only if using C. 2. or C. 9. from "Age & Other" column</p> <p>A. Family income at or below 100% of poverty line or 70% lower living standard <u>or</u></p> <p>B. Meets one of the following criteria</p> <ol style="list-style-type: none"> 1. Customer receives or is a member of a family that receives (currently or in the past six months) one of the following <ol style="list-style-type: none"> a) TANF, <u>or</u> b) SNAP, <u>or</u> c) SSI, <u>or</u> d) Other public assistance; <u>or</u> 2. Foster Child; <u>or</u> 3. Homeless; <u>or</u> 4. Receives or is eligible to receive free or reducedprice lunch; <u>or</u> 5. Lives in a high poverty census tract. <p>Note: Individual with a disability must be considered family of one for income determination purposes if family income exceeds youth income criteria and 1-5 above do not apply.</p>
--	--

Attachment 1

2023 Request for Proposal Cover Sheet
Central Virginia Workforce Development Board Workforce
Innovation and Opportunity Act Program

Please include as the cover to the proposal submission.

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

Program Proposal Area(s):

Organization: *(Legal Name and Address):*

Authorized Signatory:

Name:

Name:

Address:

Title:

Email:

Signature:

Phone:

Date:

Attachment 2

Terms & Conditions:

The successful proposer awarded a grant should assume that WIOA Terms and Conditions apply unless otherwise notified by the Central Virginia Workforce Development Board (Board). Upon award of a contract under provisions of this RFP, the entity to whom the award is made, must comply with the laws of Virginia, which require such entity to be authorized and/or licensed to do business in the State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful proposer from requirements that it be authorized and/or licensed to do business in the State; by submission of its signed application, the proposer agrees to subject itself and agency to the jurisdiction and process of the courts of the Commonwealth of Virginia as to all matters and disputes arising or to arise under any contract and the performance thereof, including any questions as to the liability for taxes, license or fees levied by the State. This contract is made, entered into, and shall be performed in the City of Lynchburg, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the contract resulting from the Request for Proposal, its interpretations, or its performance shall be litigated only in the City of Lynchburg General District Court or the Circuit Court for the City of Lynchburg, Virginia.

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.
 - d. The Virginia Community College (VCCS) as referenced in this document means the state administrative entity for the Workforce Innovation and Opportunity Act.
 - e. The Department of Labor (DOL) as referenced in this document means the federal cognizant agency and funding source for the Workforce Development Act.
1. Change. CVWDB Staff representative may at any time, by written order and without prior notice to the contractor (contractor/service provider), 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.
 2. Termination of Contract:
 - a. CVWDB reserves the right to terminate the contract immediately in the event that the Successful Bidder discontinues or abandons the performance; if adjudicated bankruptcy, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
 - b. Failure of Successful Bidder to comply with any section or part of this contract will be considered grounds for immediate termination of the contract by Central Virginia Board.

c. Notwithstanding anything to the contrary contained in the contract between Central Virginia Board and the Successful Bidder, Central Virginia Board may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving 30 days written notice to the Successful Bidder.

d. If the termination clause is used by Central Virginia Board, the Successful Bidder will be paid by Central Virginia Board for all services satisfactorily performed by the Successful Bidder up to the termination date set in the written termination notice.

3. Stop Work/Suspension of Performance. The Board Staff Representative 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 Board Staff Representative. 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.
4. Termination of Convenience. The performance of work under this contract may be terminated, in whole or from time-to-time in part, by the Board Staff Representative whenever for any reason the Board Staff Representative will determine that such termination is in the best interest of the Board. Termination of work hereunder will be effected by delivery to the contractor.

a. Notice of Termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective. b. 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 commitments 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 canceled commitments, the contractor agrees to each of the following:

1. Settle all outstanding liabilities and all claims arising out of such cancellation of commitments. The Board Staff Representative must approve or ratify all such settlements. The Board Staff Representative's approval of such settlements will be final for all purposes of this clause.

2. Assign to the Board in the manner, at the time, and to the extent directed by the Board Staff Representative all of the rights, title, and interest of the contractor under the orders and subcontracts so terminated. At its direction, the Board will have the right to settle or pay any or all claims arising out of the termination of such order and subcontracts.

5. Termination for Default. If the contractor fails to perform under this contract or fails to make satisfactory progress so as to endanger performance, the Board Staff Representative 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 Board Staff Representative 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.

6. Disputes.

a. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by agreement, will be decided by the Board Staff Representative, who will reduce the decision to writing and mail or otherwise furnish a copy of it to the contractor. The decision of the Board Staff Representative 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 Board Staff Representative a written appeal addressed to the Board. The decision of the Board, or its duly authorized representative for the determination of such appeals, will be final and conclusive unless determined by a court of competent jurisdiction to have been 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 Staff Representative's decision. If not satisfied with local board resolution, the contractor may also have an option to seek potential recourse through state's WIOA complaint policy process as may be applicable.

b. 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 board on a question of law.

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

a. The Board Staff Representative, when necessary, will modify the contract: 1. By use of the "Changes" clause, or
2. For administrative reasons (such actions have no effect on performance required or terms of the contract).

b. The contractor may recommend revisions to the Board Staff Representative. When the contractor desires to recommend revisions to the Board Staff Representative, the recommendation will be submitted in writing with complete budget adjustment. 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 Board Staff Representative.

8. Financial Limitation. The Board 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.

9. Eligibility Certification. The contractor agrees that all participants in this contract must be certified eligible. Eligibility will be performed and documented by the contractor with periodic review by Board staff.

10. 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 Board Staff Representative 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.

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

i. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. ii. 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. iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. iv. The contractor will include the provisions of the foregoing paragraphs i, ii, and iii in every subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

11. 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 board in a timely manner. All action taken in response to the complaint must be done in consultation with the board. Appeals to decision rendered will be processed in accordance with the procedures provided by the Board Staff Representative.

12. Availability of Funds. It is understood and agreed between the Service Provider and the Board that the Board will be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

13. **Accountability for Funds.** The Service Provider 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 Service Provider will be accountable for mis-expenditure of said funds. Any required repayment will not be by or from federal funds.

14. **Cost Liability.** Neither the Governor, the Commonwealth of Virginia, the Virginia Community College System nor the Board assumes liability by virtue of this contract for any costs incurred above the amount provided pursuant to this contract nor 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 Board no longer has any liability for such costs, and they become the sole financial responsibility of the contractor. Furthermore, any contract funds in the possession of the contractor for these obligations revert to the control of the Board and must be returned immediately, unless specifically directed otherwise in writing by the Board Staff Representative. In the event unusual circumstances indicate the contractor may have difficulty satisfying such obligations within the specified time allotted, he must notify the Board Staff Representative 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 Board after expiration of said 30-day period.

15. **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.

16. **Payments.** Payments for contract services shall be cost reimbursement only. No payment shall be due the contractor for work performed prior neither to the effective date nor beyond the termination date of the contract.

In accordance with Va. Code Section 2.2-4354, the successful proposer who becomes contractor agrees that:

Should any subcontractor be employed by the contractor for the provision of goods or services under this Contract, the contractor agrees to the following:

(a) The contractor shall, within seven days after receipt of any payments from the WDB pursuant to this Contract, either:

- **(1).** Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or

- (2). Notify the WDB and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

(b) The contractor shall require (i) individual subcontractors to provide their social security numbers and (ii) proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

(c) The contractor shall pay interest to the subcontractors, at the rate of one percent per month on all amounts owed to the subcontractor that remain unpaid after seven days following the receipt of payment from the WDB for goods or services provided under this Contract, except for amounts withheld under subparagraph (a)(2).

(d) The contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractors.

(e) The contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the WDB.

(f) No contract modification shall be allowed for the purpose of providing reimbursement for the interest charge. No cost reimbursement claim shall include any amount for reimbursement for these interest charges.

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

18. Property Accountability.

a. All consumable property acquired through cost reimbursement contracts, unless specifically exempted, shall revert to the Board upon the termination of this contract. The Board 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, and physical security of non-consumable Board property.

c. All requests for purchase or rental of non-consumable property must be approved by the Board Staff Representative (or duly-authorized representative) prior to purchasing or any commitment to purchase or acquire. (Approval of budget figures for purchasing and/or renting non-consumable property does not constitute approval for purchase or rental.)

d. Inventions and Patents -- The contractor will report promptly and fully to the Board 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 Board previously agreed on the disposition, the Board will determine whether protection of the invention or discovery will be sought. The Board will also determine how the invention or discovery rights, including rights under any patent issued thereon, will be allocated and administered.

19. Loss or Theft of Federal Property. All equipment or other non-consumable property purchased through cost reimbursement contracts is Board 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 Board Staff Representative with a copy of the report to the Property Officer and a copy to the contractor's file. Include in the report at least the following:
 - 1. A description of the missing article of property including the cost, serial number, WIOA tag numbers, and other such pertinent information;
 - 2. A description of the circumstances surrounding the loss or theft; and
 - 3. 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.

20. Reporting Requirements in General. Each contractor will submit periodic reports as required. Required information will be submitted no later than the date specified at the time of the request.

21. Retention of Records

- a. Records will be retained in accordance with established requirements. Contractor will return all records to the board, or to an entity as directed by the Board, at the conclusion of the contract. Board Staff Representative may grant permission to destroy records no longer pertinent to the contract.
- b. Records will be retained if audit findings have not been resolved.

22. Confidentiality of Records.

- a. The contractor will refer all requests for records first produced under this contract by members of the public to the board. Board staff may require the contractor to release the names of all participants in programs under this contract and the names of all individuals employed in staff positions and/or make available to the public other information regarding applicants, participants, or their families, which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source.
- b. The contractor will not otherwise divulge such information without permission of the applicant or participant except that information which is necessary for purposes related to the performance or evaluation of the contract may be divulged to parties having responsibilities under the contract for monitoring or evaluating the services and performances of the contract, to the Board Staff Representative (or duly-authorized representative) or to governmental authorities to the extent necessary for proper administration of the law.
- c. Any breach of confidentiality regardless of extent must be reported to the board chair or president within 24 hours of the occurrence.
- d. Any requests for documents under the Freedom of Information Act or other legal or jurisdictional requirement should be forwarded to the board. The Board is solely responsible for providing the information to the interested party.

23. Court Actions. The contractor agrees to give the Board immediate notice in writing of any action or suits filed and prompt notice of any claims made against the contractor, subcontractor, or any of the parties involved in the implementation and administration of the WIOA program.

24. Right of Access. The Virginia Community College System, the U.S. Secretary of Labor, the Comptroller General of the United States, the Board, 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.

25. Inspections, Monitoring and Audits by the Board

a. All contractor operations incident to performance under this contract will be subject to inspection by the Board Staff Representative (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 correct these discrepancies promptly is cause for termination of this contract for fault, as provided under "Termination for Default." The inspections by the Board Staff Representative (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.

b. Local board monitoring will test compliance with the appropriate requirements for grants and agreements applicable for each type of entity receiving the funds.

Monitoring requirements include but are not limited to:

i. Compliance with WIOA, federal regulations (including OMB Circulars A-87 and A-122), state policies and procedures. This includes appropriate reviews of procurement, performance, and resolution of audit findings including those of subrecipients in addition to other areas for review (Section 667.410(a) (1) and (2)).

ii. Expenditures: On-site reviews of financial records and the source documents, i.e., invoices, receipts, vouchers, cancelled checks, time sheets, etc.

iii. Eligibility: On-site reviews of programmatic records, i.e., participant files including paper and computer case management files, eligibility, and supportive services documentation.

iv. 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.

v. Reviewing reports submitted by sub-recipients including MIS, financial and performance data.

vi. Reviews with the sub-recipients of any exceptions, issues, or lack of internal controls found. vii. Mutually agreed upon written plans for corrective action (if appropriate).

viii. Formal written reports of results of the reviews. Any findings or questioned costs should be addressed in the finding and determination resolution process.

c. Audit – The contractor must make records available for audit or review on demand by the Board, the Virginia Community College System 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

26. Liability Clause. The Board 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. The contractor shall have in force, at minimum, the insurance coverage set out in this section during the entire term of this Agreement. Prior to the execution of this Agreement, the contractor shall provide Council with a Certificate of Liability Insurance evidencing that the insurance coverage as required herein is in effect. Such certificate shall be attached with the submitted proposal. The contractor shall notify the Council thirty (30) calendar days prior to the cancellation or material change of such coverage (excluding coverage reduction for claims filed) or any change in the insurance carrier. Required Insurance Coverage:

- a. Workers' Compensation covering all employees as required by Virginia law and Employers' liability with the following limits:

1. Each accident:	\$500,000.00
2. Disease - policy:	\$500,000.00
3. Disease – each employee:	\$500,000.00

- b. Professional Liability (no less than): \$2,000,000.00

- c. Commercial General Liability with the following limits:

1. General Aggregate:	\$2,000,000.00
2. Products – Comp/Op Aggregate:	\$1,000,000.00
3. Personal & Advertising Injury:	\$1,000,000.00
4. Each Occurrence:	\$1,000,000.00
5. Fire Damage:	\$100,000.00
6. Medical Expense:	\$5,000.00

- d. Comprehensive Automobile Liability with the following limits:

1. Combined Single Limit:	\$1,000,000.00
---------------------------	----------------

- e. Excessive Liability, Umbrella Form: \$2,000,000.00 each occurrence and aggregate

27. Assurances.

Although this section specifically references Workforce Development Act laws and regulations, the bidder should assume that the same laws and rulings are in effect for the Workforce Innovation and Opportunity Act until otherwise notified. The contractor/recipient/sub-recipient/sub-contractor must comply with the following federal regulations and requirements:

- (1) 29 CFR Part 17, dated 7/1/91 (Executive Order 12372) and any amendments thereto;
- (2) 35 Federal Regulations 32874 et seq. (1973) or any replacements and subsequent revisions or amendments thereof;
- (3) 2 CFR 200 Uniform administrative requirements, cost principles, and audit requirements for federal awards
- (4) 48 CFR Part 31 (applies to commercial organizations);
- (5) 29 CFR Part 95 which codifies OMB A-122;

- (6) 29 CFR Part 97 which codifies OMB A-87;
- (7) Section 504 of the Rehabilitation Act of 1973, as amended;
- (8) Section 508 of the Rehabilitation Act of 1973, as amended;
- (9) Age Discrimination Act of 1975, as amended;
- (10) Title IX of the Education Amendments of 1972, as amended;
- (11) Section 188 of the Workforce Innovation and Opportunity Act of 2014 and Section 188 of the Workforce Development Act of 1998 (WIA);
- (12) Title II Subpart A of the Americans with Disabilities Act of 1990, as amended;
- (13) Title VI of the Civil Rights Act of 1964, as amended;
- (14) Title VII, Civil Rights Act of 1964, as amended, Section 2000e-16, employment by Federal Government;
- (15) Equal Pay Act of 1963, as amended;
- (16) 29 CFR Part 37: Implementation of the Nondiscrimination and Equal Opportunity
- (17) Provisions of the Workforce Development Act of 1998 (WIA);
- (18) Executive Order 13160 Nondiscrimination on the Basis of Race, Sex, Color, National Origin, Disability, Religion, Age, Sexual Orientation, and Status as a Parent in Federally Conducted Education and Training Programs;
- (19) Jobs for Veterans Act Public Law 107-288 and 20 CFR Part 1010;
- (20) Executive Order 13145 to Prohibit Discrimination in Federal Employment Based on Genetic Information;
- (21) Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and
- (22) Executive Order 11478 Equal Employment Opportunity in the Federal Government.
- (23) Will establish and use internal program management procedures sufficient to prevent fraud and program abuse.
- (24) Will maintain auditable and otherwise adequate records, which support the expenditure of all funds under its contract.
- (25) Will comply with the child labor requirements of the Fair Labor Standards Act or the Child Labor Laws of Virginia, whichever is more restrictive.
- (26) Will comply with the provisions of the Hatch Act, which limits the political activity of certain state and local government employees.
- (27) 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. 18578(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: No facility to be utilized in the performance of the contract has been listed on the EPA List of Violating Facilities.2. The contractor will notify the Board Staff Representative 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.3. The contractor will include substantially this assurance, including this third part, in every non-exempt subcontract.

- (28) 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.
- (29) Will comply with all applicable provisions of the Americans with Disabilities Act.
- (30) Assures that there is no debarment that would prevent award of federal funds.

The contractor also certifies, agrees and assures as follows:

- (31) That the contractor is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on the contracts for the type of goods and/or services covered by this solicitation, nor is it an agent of any person or entity that is currently debarred.
- (32) During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$ 10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

- (33) By submitting its proposal, the contractor certifies that it does 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.
- (34) By submitting its proposal, the contractor certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other vendor, supplier, manufacturer or subcontractor in connection with its proposal, and that it has not conferred with any employee having official responsibility for this procurement transaction, and have not received 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.

28. Title to Property Acquired or Materials Developed. Title to all property furnished by the Board will remain with the Board unless or until such title is specifically relinquished in writing by the Board. Title to all property 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 Board 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 Board 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 Board 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 Board or any part thereof which becomes a fixture or loses its identity or personality by reason of affixation to any realty.
29. Ownership of Materials. The Virginia Community College System, the U.S. DOL, and the Board will have unlimited rights to any data, materials, reports, studies, photographs, negatives, films, videos, or other documents first produced or delivered under this contract.
30. Order of Precedence. In the event there are inconsistencies or conflicts in the contract, unless otherwise provided therein, the inconsistencies shall 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 these Terms and Conditions.
31. Federal Rules and Regulations. This contract is under the Commonwealth of Virginia Procurement Regulations and the contractor agrees to abide by these and all present or future rules and regulations imposed upon the WIOA.
32. Contingency Clause. The contractor agrees to comply with all present or future federal and/or state rules and regulations imposed upon the Board. 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 Board reserves the right to unilaterally amend or terminate the contract should the necessary funding authorizations and appropriations not be made or be changed after initially being enacted.
33. Internal Organization. The Service Provider 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.
34. Subletting and Assignment. The contractor will not assign this contract or any part therein, unless otherwise provided or without the written consent of the Board Staff Representative, 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 Board Staff Representative 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 Board is concerned.

35. Standard of Conduct. The service provider 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 service provider 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 service provider, 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 service provider will receive favorable treatment for enrollment into services provided by, or employment with, the service provider. The service provider 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 service provider to conduct business (only for the purpose of services to be provided) with a relative, the service provider will obtain approval from the Board Staff Representative 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 service provider 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 service provider to conduct business with a friend or associate of an executive or employee of the service provider, 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 service provider 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 service provider. Supplies, materials, equipment, or services purchased with contract funds will be used solely for purposes allowed under the grant.

36. Bonding. A blanket fidelity bond must be secured for all officers, directors, agents, and employees of the contractor/subcontractor 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.

37. Coverage. All entities/organizations funded, either partially or wholly, using Workforce Innovation and Opportunity Act 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 Workforce Innovation and Opportunity Act. All entities must meet this requirement as a condition of receiving a contract with the Board and subsequent funding.

38. Performance. The Board may monitor and evaluate the Service Provider'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 Service Provider's services or operations, audit reports and other mechanisms deemed appropriate by Board. Performance under this contract may be a consideration in future contracts and negotiations.

39. Audit. The Service Provider will have an independent audit performed annually. The service provider will ensure that the auditor, immediately and in writing, notifies the Board of possible acts of fraud discovered during the performance of the audit. The Service Provider will ensure the auditor issues the Board a copy of the audit report upon its completion. The Board, Virginia Community College System, and the Virginia Auditor of Public Accounts will determine the acceptability of the audit reports. The Board will provide the Virginia Community College System 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 allowability of questioned costs will not be deemed final until accepted by the U.S. DOL Grant Officer.

40. 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

41. 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 subcontractors receiving funds pursuant to this contract will clearly identify:

- The percentage of the total costs of the program or project that will be financed with federal money.
- The dollar amount of federal funds for the project or program, and
- The percentage and dollar amount of the total cost of the project or program that will be financed by non-federal sources.
- Central Virginia Workforce Board as the source of such funding

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

43. Any legal determination, or determination by an authorized state or federal oversight or compliance entity, that renders a portion of this contract null and void will not negate the enforcement and validity of the remainder of the contract.

44. Indemnification: The contractor agrees to indemnify, defend and hold harmless the Central Virginia Workforce Development Board (CVWDB), its 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 any services of any kind or nature furnished by the vendor/contractor, provided that such liability is not attributed to the sole negligence of the WDB. These provisions apply to each sub-tier vendor performing under the primary contract.

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

CONTRACTOR REQUIREMENTS

A. Record of Hours Worked or Time Sheet

Program operators will be required to maintain a record of “Hours Worked or a Time Sheet” on all staff members funded in full or in part with WIOA funds as a result of any contractual agreement resulting from this RFP. Such records shall reflect actual hours worked, annual and/or sick leave hours taken, personal days, and holiday hours taken per pay period. The record of hours worked or time sheet shall be signed by the employee and the employee’s supervisor. The record or the time sheet must also reflect the time allocated to any and all WIOA projects, as well as any other non-WIOA projects.

B. Professional Development of WIOA Funded Staff

The Operator shall be required to support the continued professional development of its fully or partially WIOA funded staff through attendance at WIOA related professional development training opportunities and WIOA announced Service Provider meetings/trainings.

C. Program Administration Requirements

1. Fiscal Record Keeping

The proposer’s administrative and fiscal capabilities will be assessed before contracts are finalized. A representative of the Central Virginia Local Government Council may visit the offering entity to evaluate. Any serious discrepancies found will be brought to the attention of the Central Virginia Workforce Development Board prior to finalizing the contract award and could result in the cancellation of the commitment to fund. In general, proposers who become operators, as a result of this RFP will be required to maintain records for a time period sufficient to cover Data Validation and Audits; however, not to exceed five (5) years.

2. Reporting Financial Reports:

Successful proposers awarded a grant will prepare and submit financial reports to the Central Virginia Workforce Development Area’s Finance Director by the 15th calendar day of each month. Appropriate supporting backup documentation for the requested payment must be attached to each invoice submitted. Financial Reports include:

- Monthly Request for Payment
- Detail Support for Payment Request
- General Ledger Detail
- YTD Expenditure Reports
- Contract Obligations by Fund Stream

Program Operators will be required to abide by all requirements of the WIOA law and regulations, as well as any related Commonwealth of Virginia Regulations and guidance which specify common definitions and reporting of participant demographic, economic and personal characteristics, services received and outcomes; and the eligibility requirements for the various funding sources. Contractors will be required to collect and enter the participant personal, demographic, service activity experiences and outcome information using the Virginia Workforce System. In addition to the contract statement of work, program operators will be expected to comply with all Federal, State and local instruction letters.

3. All contractors will be required to provide monthly, bi-monthly, or quarterly progress reports of program performance and expenditures in comparison to the deliverables agreed upon in the contract. Successful proposers awarded a grant will also be required to submit all other necessary forms, documents, and/or reports that may be required from time to time. Additionally, these forms, documents and/or reports may be altered as necessary in the future to meet requirements of the WIOA Management Information System.

4. *Audits*

In accordance with OMB A-133 or 2 CFR 200, Subpart F – Audit Requirements for fiscal years after 12/26/14, successful proposers must submit all finalized audit reports to the Awarding Entity within thirty (30) calendar days of receipt.

5. *Monitoring & Evaluation*

Successful proposers awarded a grant will be required to develop internal monitoring procedures to ensure that program operations are conducted in compliance with the WIOA Final Rules and Regulations and any contractual agreement resulting from this RFP.

6. *Documents Required of Selected Bidders*

Successful proposers awarded a grant will be required to provide the following compliance documents as part of their response to this RFP:

- Federal Identification Number
- List of Current Board Members of Governing Body
- Current Fiscal Statement and Copy of Last Audit
- Travel Policies
- Grievance Procedures
- Staff Personnel Policies
- Charter and By-Laws of Organization
- Evidence of Signatory Authority
- Banking Arrangements (Bank name, address, account number)**
- Cost Allocation Plan
- Indirect Cost Plan and Approval Letter by Cognizant Agency

- Lobbying Certification
- Fidelity Bonding
- Debarment and Suspension Certification
- Organization's Mission and Vision Statements
- Certificate of insurance as identified in Section 26 of Attachment 2

**The proposer is not required to share their bank account number until they have been officially selected.

Note: All compliance documents listed above are required to be submitted prior to the beginning of each new contract period. If the awarded contractor does not submit all documents listed above prior to the start date of the contract, the contractor will not be reimbursed for any services delivered between the start date of the contract and the date the compliance documents are received.

8. Indirect Costs

All proposers who include indirect costs as a part of their application budget must have an indirect cost plan approved by their parent agency. Proposers must include a listing of all items included in the indirect cost pool.

9. Participant Time and Attendance

Successful proposers awarded a grant will be required to document participant's time and attendance throughout the period the participant is receiving training or supportive services. Participants abide by the attendance policy of the training provider. Time sheets must be signed by the participant; verified by the case manager, classroom instructor, training, or worksite supervisor; and maintained in the customer's official WIOA file folder.

10. Participant Files

Successful proposers awarded a grant will be required to maintain WIOA participant files as directed (in a hard file or electronic file).

11. Payments Made on Behalf of Participants

Participants may be eligible to receive supportive service payments and/or needs-based payments. Proposers will be required to make sure that there are checks and balances between the maintenance of timesheets or other source documents, and the cutting and distribution of checks on behalf of the participants. Failure to document fully the basis for issuing any of the aforementioned payments made on behalf of participants may result in disallowed costs. The contractor must reimburse disallowed costs to the local Workforce Development Area from Non-WIOA fund sources.

12. Refund Policy

Proposers who become contractors will be required to establish an internal refund policy and procedure for retrieving any unused tuition funds when a WIOA participant enrolled in tuition-based training concludes early.

13. Criteria for Earning Profit – Under Cost Reimbursement contracts, criteria for profit may be established by the LWDA and may be used to evaluate proposers request for payment of profit. In order to earn profit allotted in the grantee's budget, the grantee must provide track-able data and reports upon request in a manner that enables the LWDA to comply with requests and reporting requirements of the Virginia Procurement Act and USDOL and make timely payments

to vendors and employers. All criteria proposed must be quantifiable, track- able (evidence can be produced), and reasonable. Profit margins shall not exceed ten percent (10%) of the Contract. Criteria for Profit will be reviewed and included in negotiating final contracts.

14. The Operator understands and agrees as part of their submission of their bid to meet the following conditions:

- Discloses any potential conflicts of interest arising from the relationships of the operators with particular partners or service providers;
- Does not establish practices that create disincentives to providing services to individuals with barriers to employment that may require longer-term services, such as intensive employment, training, and education services;
- Complies with Federal regulations, and procurement policies, relating to the calculation and use of profits;
- Has the ability to fulfill Contract requirements, including the indemnification and insurance requirements;
- Has the ability to maintain adequate files and records and meet reporting requirements.

Attachment 3: CVWDB Budget

CVWDB 2022-23 Budget	
LINE ITEM	Total
cash/other income	\$ 75,000.00
PY 2021	\$ 405,622.88
PY 2022	\$1,321,700.00
Total Funding	\$1,802,322.88
Workforce Development Board	
Salary	\$ 237,421.55
Benefits	\$ 64,808.59
Audit	\$ 4,600.00
Legal	\$ 4,000.00
Outreach/awareness	\$ 2,000.00
Contractual Services	\$ 14,100.00
Communications Tel/post	\$ 5,100.00
Ofc & equip lease	\$ 13,700.00
Ofc supplies	\$ 1,300.00
Travel/Training	\$ 9,000.00
Furnishings & computer	\$ 4,200.00
Fiscal Agent	\$ 70,000.00
Miscellaneous	\$ 3,700.00
Total WIB Office	\$ 433,930.14
Workforce Center	
Rent/utilities	\$ 30,000.00
IT/Contractual	\$ 9,000.00
Phone	\$ 900.00
Internet	\$ 110.00
Resource Room Copier	\$ 1,000.00
Staff Copier	\$ 3,545.00
General Supplies	\$ 540.00
It Equipment/Software	\$ 2,380.00
Facility Total	\$ 48,475.00
Program Operations	\$ 700,000.00
Incumbent Worker Training	\$ 25,000.00
Direct Program Costs (Clients)	\$ 410,000.00
Grand Total	\$1,617,405.14

Attachment 4 Questions:

1. Who are the workforce development stakeholders in Central Virginia and what strategies will you use to engage appropriate stakeholders so that citizens and employers throughout the region have access to quality workforce development resources?
2. Please describe your knowledge and experience in customer-centered program design and explain how you would use this process with the Central Virginia Workforce System.
3. How will you work with the mandated WIOA partners and promote the workforce system to enroll clients and ensure that programs are delivered in a coordinated fashion?
4. Please describe how you will work with initiatives such as Bridges Out of Poverty and similar life skills development programs to meet the goals of the WIOA Title 1 program?