



**Local Workforce Development Area 6 (LWDA6)
Virginia Career Works-Piedmont Region
Request for Proposals**

Workforce Innovation and Opportunity Act

Youth Programs

Release Date: December 21, 2020 Submission

Deadline: January 22, 2021 by 5:00 p.m.

Contract Period: July 1, 2021 – June 30, 2022

UVA Research Park
1001 Research Park Blvd., Suite 310
Charlottesville, VA 22911
(434) 979-5610
www.vcwpiedmont.com

The Virginia Career Works - Piedmont Region is an Equal Opportunity Employer/Program. Auxiliary Aides and Services are available upon request to individuals with disabilities. TDD-VA Relay: 711. The project is funded by the Department of Labor, State, and Local Funds. Interpreters available upon request. EO Officer | info@vcwpiedmont.com (434) 202-8563

Request for Proposals
Virginia Career Works-Piedmont Board
Workforce Innovation and Opportunity Act (WIOA) –
Youth Programs

In compliance with the Workforce Innovation and Opportunity Act (WIOA) of 2014, the Virginia Career Works-Piedmont (VCW-P) Board is seeking competitive proposals from qualified sources to provide services through the Adult and Dislocated Worker Programs in the Counties of Albemarle, Culpeper, Fauquier, Fluvanna, Greene, Louisa, Madison, Nelson, Orange and Rappahannock and the City of Charlottesville, also known as Local Workforce Development Area 6 (LWDA6).

This document constitutes the official Request for Proposals (RFP) format and all terms and conditions shall become, through incorporation by reference, a part of any contract or contracts entered in furtherance hereof.

Auxiliary aids and services are available for individuals with disabilities. The primary source of funding for the VCW-P is the [United States Department of Labor Employment and Training Administration](#). All VCW-P programs must adhere to Equal Employment Opportunity guidelines. All proposers must comply with the VCW-P's [Equal Opportunity Policy](#) and are subject to Equal Opportunity monitoring.

Proposal submissions, including **eight copies** with **signatures** and a **USB flash drive** with an electronic version of the submission, must be received at the VCW-P office **no later than 5:00 PM EST on Friday, January 22, 2021**. Proposals will be received **ONLY** at the VCW-P office via mail or in-person.

Virginia Career Works-Piedmont Board RFP
Attn: Sarah Morton, Workforce Director
UVA Research Park
1001 Research Park Blvd, Suite 301
Charlottesville, VA 22911

Incomplete proposals or any proposals received after 5:00 PM EST January 22,, 2021, WILL NOT BE CONSIDERED and will be returned WITHOUT EXCEPTION.

Questions regarding this RFP may be addressed to Sarah Morton at 434-979-5610 ext. 102 or smorton@VCWPiedmont.com

The local workforce development system provides employers and organizations assistance in recruiting and retaining a high-skilled workforce to further business and economic development goals. Programs for individuals should foster and enhance linkages between employers and employees, especially in high-demand careers. Proposals should show a strong understanding of the VCW-P target industries/demand occupations and how you will work to prepare participants for family-sustaining jobs in those sectors.

- I. General Information**
- II. Scope of Work**
- III. Specifications for the Youth Programs**
 - Eligibility
 - Youth Program Elements
 - Primary Program Design Features
 - Additional Work Requirements
 - Performance Requirements
 - Participant and Fiscal Reporting
 - State Plan and Local Plan
 - Anticipated Funding
 - Program Branding
- IV. Proposal Submission Information**
 - Cover Sheet
 - Proposer Qualifications
 - Service Area & Operations
 - Service Delivery Strategies
 - Budget
 - Required Forms
 - Additional Information
 - References and Recommendations
- V. Proposal Review Information**
 - Timeline of Review
 - Evaluation Criteria
- VI. Attachments**
 - A. Cover Sheet
 - B. Required Forms
 - C. General Terms and Conditions
 - D. Definition of Administrative Costs

I. General Information

Virginia Career Works-Piedmont (VCW-P) is currently seeking proposals from organizations to provide services to WIOA eligible Youth in LWDA6. The program shall commence on July 1, 2021, and shall continue through June 30, 2022. The VCW-P reserves the option of extending any, all, or no contract for one (1) additional year, subject to negotiation. This one (1) year contract extension option may be exercised up to two (2) times subject to negotiation. The maximum duration may not exceed three (3) years, which includes all allowable extensions.

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

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

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

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

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

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

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

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

II. Scope of Work -Youth

The WIOA of 2014 establishes a continuum of workforce development services for Youth that support employment, retention, earnings, and occupational skills attainment. One-on-one and group activities assess participants current occupational skills, general aptitudes, and work interests to develop a career plan. Eligible individuals may access a variety of individualized career services to meet their personal and career goals. Proposers agree to furnish all labor and expertise, perform all services, and to do all other things in general support of delivering WIOA services through the Youth Programs in LWDA6, as more particularly hereinafter provided and upon the terms and conditions hereinafter set forth. This includes, but is not limited to, the following activities.

- Development and implementation of a viable outreach and recruitment strategy for eligible WIOA Youth to meet targeted annual enrollment levels and minimum expenditure levels as set forth by the VCW-P and CLEOs;
- Collaboration with the mandated and critical WIOA partners in the workforce development system to provide Youth services, included but not limited to:
 - Title II Adult Education and Literacy Act Programs;
 - Title III Wagner-Peyser Act Employment Services;
 - Title IV Vocational Rehabilitation Services;
 - Title V Senior Community Service Employment Programs;
 - Carl Perkins Career and Technical Education Act Programs;
 - Community Services Block Grant Programs;
 - Indian and Native American Programs;
 - HUD Employment and Training Programs;
 - Veterans Employment Services;
 - National Farmworker Jobs Programs;
 - Temporary Assistance for Needy Families (TANF) Programs;
 - Trade Adjustment Assistance (TAA) Programs;
 - Unemployment Compensations Programs; and
 - YouthBuild;
- Determination, verification, and documentation of WIOA eligibility for program participants, maintenance of formal participant eligibility files, and related quality assurance activities;
- Administration of formal and informal assessments to identify skills, competencies, and supportive service needs of WIOA Youth participants;
- Development of Individual Employment Plans (IEPs) and ongoing case management for each WIOA participant;
- Provision of services to WIOA participants through the completion of the participant's IEP, including but not limited to career counseling, training monitoring, supportive service administration, employment placement activities, and follow up services;
- Coordination and co-location of services at official comprehensive and affiliate Works Centers within LWDA6;
- Alignment of services with WIOA legislation and required performance measures for the Youth program, as well as required performance and reporting from the Virginia Board of Workforce Development;
- Integration of WIOA Youth Program with other Federal, state, local, and community programs; and
- Provision of comprehensive reporting on a monthly, quarterly, annual, or ad-hoc basis as requested by the VCW-P or its staff designees.

III. Specifications for Youth Programs

Eligibility

Click on following links to view eligibility requirements for the Workforce Investment Act Youth programs:

[Attachment C WIOA Youth Eligibility](#)

[Attachment J WIOA Eligibility Checklist for In-School Youth](#)

[Attachment K WIOA Eligibility Checklist for Out of School Youth](#)

[Virginia Workforce Letter 16-11](#)

[Virginia Workforce Letter 16-12](#)

Youth Program Elements

Under the Workforce Innovation and Opportunity Act, the Youth Program includes fourteen (14) different program elements that should be incorporated into service delivery for Youth participants. They are as follows:

Improving Educational Achievement

- (A) Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential;
- (B) Alternative secondary school services, or dropout recovery services, as appropriate;
- (C) Activities that help youth prepare for a transition to postsecondary education and training.

Preparing for and Succeeding in Employment

- (D) Paid and unpaid work experiences that have as a component academic and occupational education, which may include—
 - (1) Summer employment opportunities and other employment opportunities available throughout the school year;
 - (2) Pre-apprenticeship programs;
 - (3) Internships and job shadowing; and
 - (4) On-the-Job Training opportunities
- (E) Occupational skill training, which may include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved
- (F) Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
- (G) Entrepreneurial skills training;
- (H) Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services;

Supporting Youth

- (I) Supportive services;
- (J) Adult mentoring for the period of participation and subsequent period, for a total of not less than 12 months;
- (K) Follow-up services for not less than 12 months after the completion of participation, as appropriate;
- (L) Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate;

Developing the Potential of Young People as Citizens and Leaders

- (M) Leadership development opportunities, which may include community service and peer centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate; and
- (N) Financial literacy education.

Additional Work Requirements

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

1. Outreach and Recruitment – The proposing organization will be responsible for the development and implementation of a viable outreach and recruitment plan to result in the enrollment levels identified in the proposal.
2. 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 participant in a program funded under this RFP, In-School and Out-of- School Youth must meet the eligibility requirements as determined by guidance found here: [Workforce Investment Act Youth Eligibility Requirements](#).
3. Assessment and Fourteen (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, aptitudes, work readiness skills, barriers and supportive service needs. Assessment instruments appropriate to the population are to be used. Based on the results of the assessment, a determination will be made as to which of the defined fourteen (14) program elements will be needed by the assessed youth. Proposing organizations are responsible for entering into written agreements and establishing viable linkages with community organizations. Youth are not required to receive all fourteen (14) program elements, just the ones that are needed. In addition to the above, the proposing organization will also be responsible for the administration and evaluation of appropriate pre- and post-tests to measure actual performance outcomes for participants, as appropriate to the activity.
4. 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, s p e c i f i c 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 ninety (90) days thereafter.
5. 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 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.
6. 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 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 the outreach and recruitment functions associated with the delivery of any proposed Out-of-School activities will need to be located and coordinated out of the One Stop Centers to the extent possible. Ideally, all the Youth Service Providers' staffing infrastructure, with the exception of in-school programs and training components, will be physically co-located to the extent practicable within existing One Stop Center locations. The only exceptions to this general expectation of co-location of services with the One Stop Centers, is if suitable space in the One Stops is not available or if there is a strong business case that can be made, on the part of either the One Stop System or Youth Services, why this expected integration would not benefit the customers and/or why such integration may not be feasible.

Performance Requirements

In PY2020 and 2021, the VCW-P negotiated with the Commonwealth of Virginia for the following performance measurement requirements:

PERFORMANCE MEASURE	YOUTH
Employment Rate 2 nd Quarter After Exit	83.90%
Median Earnings 2 nd Quarter after Exit	\$3,817
Measurable Skills Gain	74.60%
Employment Rate 4 th Quarter After Exit	62.80%
Credential Attainment Rate	70.0%

Proposers must be able to meet or exceed all performance measures. VCW Piedmont will be required to negotiate these performance measures again for PY2020-21, but the process is not anticipated to take place until after the RFP submission deadline has passed. Proposers agree to comply with any revised performance measures released by the Department of Labor Employment and Training Administration, the Commonwealth of Virginia, and/or the Virginia Community College System. The VCW-P also reserves the ability to add or amend performance measurements based on local needs. More information on the PY2020 negotiation process and definitions of performance indicators can be found in [VWL 16-04](#):

Participant and Fiscal Reporting

The proposing organization will be responsible for maintaining participant enrollment and service activity and outcome records and documenting and verifying applicable performance measurements.

The proposing organization seeking to administer the Adult and Dislocated Worker Programs will also be responsible for directly entering such information into the Virginia Workforce Connection (VAWC) case management system on a regular and ongoing basis. Specific fiscal, programmatic, or administrative reports will be provided to the VCW-P upon request. Also, 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. All requests for reimbursements will be made to the VCW-P. Reimbursement requests must include documentation that the expense has already occurred and all receipts and supporting documentation required before reimbursements will be honored. After the month has been closed out, no adjustments should be made to that particular month, and no reimbursements for a subsequent month will be made until all previous months have been properly processed.

State Plan and Local Plan

The current administration in Virginia is focused on improving and streamlining workforce development programs throughout the Commonwealth. The current statewide local plan outlines the goals for not only economic development but also workforce development.

The Commonwealth of Virginia was also required to submit a State Plan for workforce development activities to the Department of Labor Employment and Training Administration to comply with WIOA regulations. This State Plan outlines the goals and vision for the statewide workforce development system and was developed in conjunction with all of the mandated and core WIOA partners in Virginia. A Local Plan was also developed for LWDA6 to state local goals for workforce development activities in the region. Proposers should be familiar with the goals of the Local Plan; however a new local plan is in the development phase. Therefore, please use the current goals outlined in current plan which expires June 30, 2021. Upon completion of the new local plan a draft copy will be shared with prospective provider to make amendments to the goals submitted in their original RFP.

Anticipated Funding

The VCW- P anticipates (contingent on the availability of funds) to award approximately **\$243,106** as follows to operate the In-School Youth and Out-of School Youth Programs in LWDA6.

Program	Projected Allocation
In-School Youth and Out-of-School Youth	\$243,106

This projection is based on an estimate using funds available for the youth programs in PY2020-21. This is only an estimate and exact allocations will not be finalized until PY2022 allocations are received. The VCW-P anticipates the PY2021 allocations will be received between May 2021 and June 2021 from the Virginia Community College System.

Program Branding

All activities conducted by the program provider and funded by Virginia Career Works-Piedmont will be consistent with VCW-P brand and style guide. All marketing and other internal and external communication (including but not limited to presentations, materials, documents and forms used in recruiting, worksite development and orientation to students, parents, businesses, as well as specialty items) must use the VCW-P logo, as well as any required state or federal workforce co-branding. Staff of the provider will utilize vcpiedmont.com email addresses and branded nametags and business cards. Any documents or items created by the program provider must be approved by VCW-P staff prior to use.

IV. Proposal Submission Information

Deadline: Proposals must be received at the address listed in the RFP no later than **5:00 PM EST on January 22, 2021**. Any proposal received after this deadline will **NOT** be considered and will be returned to the proposer.

Eight signed copies of the proposal must be delivered to the PWDB offices, including a **USB drive** with an electronic version. All pages of the proposal should be numbered and on 8 ½"x 11" plain white paper and must use size 11 font with 1" margins. Proposals must be placed in a **binder** with the following sections **separated by dividers** and clearly marked.

- Section 1: Cover Sheet
- Section 2: Proposer Qualifications
- Section 3: Service Area & Operations
- Section 4: Service Delivery Strategies
- Section 5: Budget
- Section 6: Required Forms
- Section 7: Additional Information

Section 8: References and Recommendations

When completing budget forms, please note the following:

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

Information not organized in this manner risks elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed. Any requests for administrative funds must be in compliance with **Attachment D – Definition of Administrative Costs**. Below is a detailed description of the content to be included in each of the proposal sections.

Section 1: Cover Sheet

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

Section 2: Proposer Qualifications

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

1. Describe previous or current experience with WIOA or similar employment-related services programs preparing participants for or placing in employment. Indicate where previous experience occurred, what programs were operated, and how many individuals were served, trained, and placed.
2. Please describe the qualities held by leadership within the proposing organization and their experience with managing WIOA programs or other employment-service related programs. Please include an updated copy of an organization chart showing the supervision and work flow from leadership through case management.
3. Please describe how the proposing organization will recruit qualified and skilled case managers to prevent turnover.
4. Describe the proposing organization's history of meeting various contract performance goals, objectives, and outcomes. Please include specific examples, especially those examples within the Commonwealth of Virginia.
5. If you have been subject to a corrective action, including disallowed costs, by WIOA in the past, please note this and state how you addressed it.

Section 3: Service Area & Operations

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

1. Please demonstrate your understanding of local partners, population, and geographical diversity of LWDA6.
2. Describe initial and ongoing training that is provided to staff to ensure at a minimum an understanding of WIOA legislation, case management tactics, VCW-P policies and procedures, customer service, and other internal processes.
3. Describe the development and management of quality control processes to ensure continuous improvement, including but not limited to, internal monitoring of participant files, performance tracking and internal monitoring of case managers time and effort.
4. If the proposing organization provides training to job seekers in any capacity, please describe the training programs that are offered and how the proposing organization will identify potential conflicts of interest. Please also describe how the proposing organization will ensure customer choice in training (as defined in WIOA) and provide impartial provision of services.

5. Please describe the financial systems in place to operate the programs listed in the RFP and the internal controls present to ensure all costs are allowable and expenditures are tracked for reporting purposes. Please also note the relationship of financial staff and case management/project management staff and how they will ensure all parties are knowledgeable of expenditures to operate the WIOA programs listed in the RFP.

Section 4: Service Delivery Strategies

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

1. Describe the local partners that will be critical to providing services to eligible Youth, and how the proposing organization will work toward collaboration and reduce duplication of services.
2. Describe the proposer's strategies for conducting outreach and recruitment to potential eligible candidates to receive services through the Youth program. Highlight any local partner organizations that will be key in outreach and recruitment strategies and the methods the proposing organization will take to work with them.
3. Describe the providers planned approach to marketing the program using the VCW-P brand and its services to individuals and businesses. Describe any training that will be provided to staff to ensure the VCW-P brand is embedded in all collateral and marketing programs/strategies.
4. Describe the process the proposing organization will take to ensure suitability of eligible participants for the Youth Programs.
5. Describe the career, aptitude, and literacy assessments that will be used during the intake and case management process for Youth participants to determine suitable training programs and career pathways.
6. Describe how the proposing organization will target the target industries identified in the LWDA6 Local Plan and encourage Youth participants to move toward skills leading to demand occupations within these industries.
7. Describe the importance of the Virginia Workforce Connection case management system and how the proposing organization will ensure that all data is entered in a timely and accurate manner. Please note any previous experience and success with using the Virginia Workforce Connection.
8. Describe the strategies and tracking that the proposing organization will take to meet the Department of Labor's mandate that at least 75% of expenditures in Youth Programs are required to be for Out of School Youth. For further information, please refer to [Training and Employment Guidance Letter 23-14](#).
9. Describe the strategies and tracking that the proposing organization will take to meet the Department of Labor's mandate that at least 20% of expenditures in Youth Programs are required to be for Work Experiences. For further information, please refer to [Training and Employment Guidance Letter 23-14](#).
10. Describe how the organization plans to deliver each WIOA Youth Program Element (how do you plan to deliver these services or plan to partner to with other agencies to deliver these services? If there is a partnership, a detailed description and MOU must be included.):
 - a. Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential;
 - b. Alternative secondary school services, or dropout recovery services, as appropriate;
 - c. Activities that help youth prepare for a transition to postsecondary education and training;
 - d. Paid and unpaid work experiences that have as a component academic and occupational education, which may include—
 - i. Summer employment opportunities and other employment opportunities

- available throughout the school year;
 - ii. Pre-apprenticeship programs;
 - iii. Internships and job shadowing; and
 - iv. On-the-Job Training opportunities;
 - e. Occupational skill training, which may include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved;
 - f. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
 - g. Entrepreneurial skills training;
 - h. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services;
 - i. Supportive services;
 - j. Adult mentoring for the period of participation and subsequent period, for a total of not less than 12 months;
 - k. Follow-up services for not less than 12 months after the completion of participation, as appropriate;
 - l. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate;
 - m. Leadership development opportunities, which may include community service and peer centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.
 - n. Financial literacy education.
11. Describe the employment placement strategies that will be implemented to ensure that Youth participants are not only receiving training and skills to enhance their competitiveness, but also receiving assistance with connecting with local employers and job search activities.
 12. Describe how the proposing organization will ensure that Youth participants have the necessary employment skills (“soft skills”) to complete interviews and secure and retain employment.
 13. Describe how the proposing organization will work with the VCW-P’s Business Services Team with employment placement strategies and On-the-Job Training (OJT) recruitment implementation.
 14. Describe how the proposing organization will work to place Youth in Work Experience activities and how this will be set forth in the participant’s Individual Employment Plan.
 15. Describe the organization’s record management process to ensure that participant’s information is kept in a secure environment.

Please complete the following chart stating the proposed service levels for PY2022 in the Youth Program:

	In-School Youth	Out-of-School Youth
Albemarle County		
City of Charlottesville		
Culpeper County		
Fauquier County		
Fluvanna County		
Greene County		
Louisa County		
Madison County		
Nelson County		
Orange County		
Rappahannock County		
TOTAL		

Section 5: Budget

Please include a budget narrative that addresses the following:

- e. A description of how the proposed budget effectively supports the program model.
- f. Include evidence in the budget of leveraged resources and in-kind contributions that will assist in meeting proposal outcomes, if any.
- g. If your organization is requesting a profit and/or indirect rate, documentation to support the requested percentage must be attached.

Proposing organizations must complete the **required** budget forms attached.

Section 6: Required Forms

Proposing organizations must sign and complete all required forms found in **Attachment B – Required Forms**. The forms include the following:

- h. Disclosure/Certification of Lobbying
- i. Certification Regarding Indemnification
- j. Certification Regarding Drug-Free Workplace Requirements
- k. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- l. Certification Regarding Compliance with Non-Discrimination and Equal Opportunity (EO) Laws and Regulations

Section 7: Additional Information

Please include the following pieces of additional information:

- 1. Copy of most recent financial audit.
- 2. If your organization is a corporation, a Certificate of Incorporation must be submitted with the proposal. If the certificate is over 30 years old, then the proposer must also submit a copy of the latest annual report for the State Corporation Commission. For all other non-governmental organizations, it is necessary for the proposer to submit a signed, notarized affidavit which specifies how the business is organized (partnership or proprietorship). If not a partnership or proprietorship, then the organization must be explained. For governmental organizations, no certification of legal status is necessary.
- 3. If your organization claims non-profit status, evidence of the non-profit status must be submitted.
- 4. A copy of the company's Equal Employment Opportunity notification.

Section 8: References and Recommendations

Please provide the following:

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

V. Proposal Review Information

Prospective proposers are advised that selection for a contract award will be made after a careful evaluation of the proposals by the VCW-P's RFP Committee and consideration of its recommendation by the full Board of Directors. Below is a timeline of the procurement process that will be used for this Request for Proposals. Note that dates may be subject to change, therefore all official meeting notices will be posted at www.piedmontworkforce.net.

Timeframe work is to be completed: December 7, 2020, to January 22, 2021

Event	Date
Review RFP Process with PWDB	December 14 –December 18, 2020
RFP Release Date	December 21 - December 25, 2020
Submission Deadline	January 22, 2021
Director Prepare Review Packets For Review Committee	January 25, 2021
Review Committee Review Proposals and Score	February 1- February 12, 2021
Prepare Recommendations For the Board	February 15
Make Recommendations To The Board For A Vote	March 10, 2021
Send Award Notice	March 15, 2020
Contract Period	July 1, 2021-June 30, 2022

Evaluation Criteria

We have instituted procedures for assessing the technical merit of proposals to provide for an objective review of applications and to assist you in understanding the standards against which your proposal will be judged. The evaluation criteria are based on the information required in the proposal, as described in Section IV of the RFP. Reviewers will rate each section based on how fully and convincingly the proposal responds. For each “rating factor” the RFP Task Force will determine whether the proposer thoroughly meets, partially meets, or fails to meet the “rating factor,” based on the definitions and criteria below.

The final scores will serve as the primary basis for the selection of funding applications. The RFP Task Force scores and recommendations are advisory and not binding on the VCW-P Board or the Chief Local Elected Officials Consortium. Those bodies reserve the right to make selections based solely on the final scores or to take into consideration other relevant factors when applicable.

Adult/Dislocated Worker Evaluation Criteria*	Points
1. Cover Sheet	5
2. Proposer Qualifications	20
3. Service Area and Operations	20
4. Service Delivery Strategies	25
5. Budget	15
6. References and Recommendations	15
TOTAL	100

Standard Rating	Definition
Thoroughly Meets (Full Points)	The proposal thoroughly responds to the rating factor and fully and convincingly satisfies all of the stated specifications.
Partially Meets (Half Points)	The proposal responds incompletely to the rating factor or the application convincingly satisfies some, but not all, of the stated specifications.
Fails to Meet (Zero Points)	The proposal does not respond to the rating factor or the proposal does respond to the rating factor but does not convincingly satisfy any of the stated specifications.

*Note that the information in “Section 6: Required Forms” and “Section 7: Additional Information” must be provided for the proposal to be considered complete, however, they are not included in the evaluation criteria scores.

VI. Attachments

Attachment A – Cover Sheet

Virginia Career Works-Piedmont

Request for Proposals Cover Sheet

Workforce Innovation and Opportunity Act (WIOA) Adult and Dislocated Worker Services

Point of Contact	
Organization or Agency Name	
Street Address	
City, State, Zip	
Email	
Phone	

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

Organization:

(Legal Name and Address)

Name _____
Street Address _____

City, State, Zip _____
Phone _____

Authorized Signatory:

Name _____
Title _____

Signature _____
Date _____

For Office Use Only

Date Received: _____
Time Received: _____
Signature of PWDB Staff: _____

Eight Copies USB Drive

Attachment B – Required Forms

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

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

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

Except for transactions authorized under paragraph (e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

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

Organization or Agency	
Authorized Representative	
Title	
Signature	
Date	

Certification Regarding Drug-Free Workplace Requirements

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

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

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

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
5. Notifying the agency within ten days after receiving notice under subparagraph (d)(2), concerning any employee or otherwise receiving actual notice of such conviction;
6. Taking one of the following actions within 30 days of receiving notice under subparagraph (d)(2), concerning any employee who is so convicted:
7. Taking appropriate personnel action against such an employee up to and including termination; or
8. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
9. Making a good faith effort to continue to maintain a drug-free workplace.

Organization or Agency	
Authorized Representative	
Title	
Signature	
Date	

Certification Regarding Indemnification

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

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

Organization or Agency	
Authorized Representative	
Title	
Signature	
Date	

Certification Regarding Non-Discrimination and EEO Compliance

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

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

Organization or Agency	
Authorized Representative	
Title	
Signature	
Date	

Disclosure/Certification of Lobbying

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g. the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "sub-awardee," then enter the full name, address, city, state, and zip code of the prime Federal Recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below the agency name, if known. For example, the Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g. ARFP-DE-90-001(a).
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action. (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a).
 1. Enter Last Name, First Name, and Middle Initial (MI).
 2. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
 3. Check the appropriate box (boxes). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
 4. Check the appropriate box (boxes). Check all boxes that apply. If other, specify nature.
 5. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
 6. Check whether an SF-LLL-A Continuation Sheet(s) is attached.
 7. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

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

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

Lobbying Activities

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

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

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

Organization or Agency	
Authorized Representative	
Title	
Signature	
Date	

Attachment C – General Terms and Conditions

Definitions

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

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

Change

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

Stop Work/Suspension of Performance

The PWDB may issue a stop performance order with fourteen (14) days written notice to the Contractor. The Contractor, upon receipt of such written notice, will 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 PWDB. Any costs incurred or performances done by the Contractor after receipt of a stop performance notice is at the sole risk of the Contractor. The PWDB will be liable for payment of all services rendered prior to the effective date of the stop performance order. Under no circumstances will a stop performance order 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. The Contractor may request a waiver to continue service for active clients with a clear performance improvement plan that is approved by the PWDB.

Termination for Convenience

This contract may be terminated by the PWDB for convenience when PWDB determines that it is in the best interest to do so. Any termination for convenience will be preceded by written order setting forth the effective date of said termination. The termination shall be effective within thirty (30) calendar days after the order is issued unless a lesser time is mutually agreed upon by both parties. The Contractor has sixty (60) calendar days after the effective date to bill for payment. Contractor shall be entitled to receive just and equitable compensation for any services performed hereunder through the date of termination or suspension. After receipt of the Notice of Termination, the Contractor will cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment, and miscellaneous items. In addition, the Contractor will exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding covering personal services that extend beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such canceled commitments, the Contractor agrees to each of the following:

- a) Settle all outstanding liabilities and all claims arising out of such cancellation of commitments. The PWDB must approve or ratify all such settlements, which approval or ratification shall not be unreasonably withheld. The PWDB’s approval or ratification of such settlements will be final for all purposes of this clause.
- b) Assign to the PWDB in the manner, at the time, and to the extent reasonably directed by the PWDB all the rights, title, and interest of the Contractor under the orders and subcontracts so terminated. At its discretion, the PWDB will have the right to settle or pay any or all claims arising out of the termination of such order and subcontracts.

Termination for Default

If the Contractor fails to perform under this contract or fails to make satisfactory progress so as to endanger performance, the PWDB will advise the Contractor in writing, and the Contractor has ten (10) days from receipt of

such notice to correct the condition or to respond with a plan agreeable to PWDB to correct said deficiencies. Upon failure of the Contractor to respond within the appointed time or if the deficiency is not satisfactorily remedied, the PWDB may terminate the contract by providing a written termination order. 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. Final billing for payment must be received by PWDB within forty-five (45) days of termination date.

Disputes

The Contractor agrees to communicate openly and directly and make every effort to resolve any problems or disputes in a cooperative manner. The parties retain all rights at law and in equity to enforce the provisions of this contract in accordance with applicable law.

Contractor shall ensure that all participants served under this contract are properly informed of their rights and benefits including the right to file a grievance or a complaint with the PWDB or as otherwise provided by law.

Contract Modifications

Except as specifically set forth herein otherwise, PWDB may amend or modify this contract only with written bilateral agreement of the Contractor. Reimbursements and the total dollar amount may be adjusted retroactively to reflect cost changes when those have been established through the appropriate process and subsequently identified in a modification to the Contractor's budget.

The contract may be unilaterally amended by PWDB to reflect any applicable mandatory changes in federal, state and/or local rules, regulations, policies, or law, which amendment will be effective upon the receipt by Contractor of a Contract Modification signed by the PWDB. This contract may be renewed on a yearly basis for a period no longer than the term of the original contract, as provided in the Request for Proposal. Any extension is contingent upon satisfactory performance evaluations by the PWDB and is subject to the availability of funds. The terms and conditions of any extension shall be negotiated prior to the effective date of the extension.

Financial Limitation

The PWDB will have no liability for any costs incurred above the ceiling limit of the allocated WIOA funds to the Contractor as set forth in this contract. Any costs incurred by the Contractor above that limit during the performance period, as specified in the contract, will be at the sole risk of the Contractor. This provision in no way restricts the right to increase the ceiling by mutual consent of both parties; provided, however, that such increase is accomplished prior to any incurred cost exceeding the existing ceiling.

Eligibility Certification

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

Nondiscrimination

- a) This contract is subject to the rules and regulations contained in Title VI and Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.), as amended by the Equal Opportunity Act of 1972 (42 U.S.C. 2000e), the Age Discrimination in Employment Act (29 U.S.C. 620 et seq.), the Age Discrimination Act (42 U.S.C. 6101 et seq.), the Rehabilitation Act (29 U.S.C. 794 et seq.), and the Education Amendments of 1972, Title IX of the Education Amendments of 1972. 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 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 PWDB may specify.
- b) Participants under this program will be subject to the same rules and regulations and will receive no less than those benefits/services of other employees similarly employed or trainees of the Contractor.
- c) Contractor will also comply with the requirements of the Virginia Fair Employment Act.

Grievances or Complaints

All grievances or complaints, if not satisfied through informal discussion with appropriate supervisors, will be filed in accordance with the Contractor's established grievance procedures. Appeals to decisions rendered will be processed in accordance with the procedures provided by the PWDB.

Availability of Funds

It is understood and agreed between the Contractor and the PWDB that the PWDB will be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract. PWDB shall endeavor to provide Contractor with as much advance notice as possible of a termination of funds, but in any event shall provide no less than ten (10) days written notice of such termination. Notwithstanding the foregoing, if the PWDB receives less than ten (10) days' notice from a governmental agency governing, overseeing, controlling or otherwise affecting the operations of the PWDB ("Governmental Agency") that such funds are not available or no longer available or no longer available for the purposes of this contract, then the PWDB shall give to the Contractor notice which is reasonable under the circumstances.

Accountability for Funds

The Contractor agrees to receive, administer, disburse, and account for the said funds and such property as may be acquired therewith or otherwise be placed under its control in accordance with all applicable local, state, and federal requirements. By receipt of said funds, the Contractor will be accountable for the expenditure and proper application of said funds. Any required repayment will not be by or from federal funds. The Contractor agrees to be responsible for verification of licensing, background checks and liability insurance for any vendors arranged to service participants.

Cost Liability

Neither the Governor, the Commonwealth of Virginia, nor the PWDB assumes liability by virtue of this contract for any costs incurred above the amount provided pursuant to this contract for costs incurred by the Contractor that are determined to be unallowable. Any such costs will be at the sole risk of the Contractor.

The Contractor is responsible to ensure that all known outstanding financial obligations under this contract, except for wages and salaries incurred, have been paid within thirty (30) days after the contract ending date ("Closeout Period"). Upon expiration of this Closeout Period, the PWDB 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 PWDB and must be returned immediately, unless specifically directed otherwise in writing by the PWDB. In the event that there are unusual circumstances which may prevent the Contractor from satisfying the obligation to return the funds in the time provided, Contractor must notify the PWDB in writing within fifteen (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 PWDB. Notwithstanding the foregoing, if a Governmental Agency requires a Closeout Period that is less than thirty (30) days after the contract ending date, then the parties agree that the time periods in this Section shall be reduced accordingly.

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 rules, regulations and/or law.

Payments

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

Final Reimbursement Request and Contract Closeout Report

Contractor shall submit to PWDB a monthly reimbursement request that provides sufficient detail for a proper pre-audit and post-audit inventory and other items pertinent to the requirements of this contract with PWDB. PWDB has no obligation to reimburse Contractor unless and until its reimbursement request complies with the requirements of this Section and all applicable WIOA requirements

Withholding of Payment

PWDB may withhold payment of any final invoice may be withheld until the Contractor has completed required actions to close out the contract as set forth in this document or otherwise required by applicable regulations and policies.

Property Accountability

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

Loss or Theft of Federal Property

All equipment or other non-consumable property purchased through this contract is PWDB 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 PWDB 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

Reporting Requirements in General

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

Retention of Records

Contractor will be responsible for maintaining all financial records, statistical records, property records, applicant and participant records, supporting documentation, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years from the date of the final payment of this contract, or until

all audits are complete and findings on all claims have finally been resolved, whichever is longer. Records for equipment shall be maintained beyond the prescribed period if necessary to ensure that they are retained for three (3) years after final disposition of the property. The Contractor will cooperate with PWDB to facilitate the duplication and/or transfer of any said records or documents during the required retention period. If the Contractor is unable to retain the records for the required period, the Contractor will notify PWDB in writing and request instructions. Contractor shall not dispose of any records without the prior written consent of PWDB.

Confidentiality of Records

Contractor shall maintain and not disclose information concerning applicants and participants except as permitted by state and federal law. Contractor shall, as applicable, comply with the Privacy Act of 1974, 5 U.S.C. 552a (1994 & Supp. II 1996) (amended 1997, 5 U.S.C.A. 552a) (West Supp. 1998), related to the release of all personally identifiable records.

Court Actions

The contractor agrees to give the PWDB 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.

Right of Access

Contractor acknowledges and agrees that during normal business hours the VCCS, the U.S. Secretary of Labor, the Comptroller General of the United States, the PWDB, or any of their representatives will have access to work and training sites and to any books, documents, papers, and records (including computer records) of the contractor and its subcontractors 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 and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

Inspections

- a) All contractor operations incident to performance under this contract will be subject to inspection by the PWDB or Staff (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."
- b) The inspections by the PWDB or Staff (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.

Liability Clause

PWDB shall have no liability with respect to bodily injury, illness, or any other damages or loss to person or property in the Contractor's organization or with respect to third-parties. The Contractor will obtain a public liability insurance policy by a carrier authorized to provide such coverage in the Commonwealth of Virginia with a limit of coverage of not less than \$1,000,000.00 and naming PWDB as an additional insured. Contractor shall promptly provide a certificate evidencing such coverage to PWDB upon request.

Indemnity

Contractor agrees to defend, indemnify, and hold harmless the PWDB and all of the PWDB's officers, agents, or employees against all claims, losses, suits, judgments, or damages, including the cost of administrative proceedings, court costs and attorney's fees, arising out of any acts, actions, negligence or omissions, or willful misconduct by the Contractor, and its agents, subcontractors, or employees, during the performance of this contract. The Contractor agrees that it is an independent Contractor of the PWDB and not an agent or employee.

Assurances

The Contractor makes the following representations and assurances and agrees that in its performance of this contract:

- a) Will fully comply with the Workforce Innovation and Opportunity Act, all federal regulations issued pursuant to this Grant, and all state and PWDB policies and requirements.

- b) Will establish and use internal program management procedures sufficient to prevent fraud and program abuse.
- c) Will maintain auditable and otherwise adequate records, which support the expenditure of all funds under its contract.
- d) Will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.) as it requires removing all architectural barriers to the handicapped.
- e) Will comply with child labor requirements of the Fair Labor Standards Act or the Child Labor Laws of Virginia, whichever is more restrictive.
- f) Will comply with the provisions of the Hatch Act, which limits the political activity of certain state and local government employees.
- g) Will for contracts in excess of \$100,000, or if a facility to be used has been the subject of a citation or action under the Clean Air Act [42 U.S.C. 1857-8(c)(1)] or the Federal Water Pollution Control Act [33 U.S.C. 1319(c)] and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, assure that:
 - 1. No facility to be utilized in the performance of the contract has been listed on the EPA List of Violating Facilities.
 - 2. It will notice the PWDB 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. It will include substantially this assurance, including this third part, in every non-exempt subcontract.
- h) Will comply, to the extent applicable to this contract, with the Executive Order 11246 (Equal Employment Opportunities), the Copeland Anti-Kick-Back Act and the Davis-Bacon Act.
- i) Will comply with all applicable provisions of the Americans with Disabilities Act.

Title to Property Acquired or Materials Developed

Title to all property furnished by the PWDB will remain with the PWDB unless or until such title is specifically relinquished in writing by the PWDB. 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 PWDB 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 PWDB 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 PWDB in whole or in part, whichever first occurs. Title to Property will not be affected by the incorporation of attachment thereof to any property and/or materials not owned by the PWDB or any part thereof that becomes a fixture or loses its identity or personality by reason of affixation to any realty.

Ownership of Materials

The VCCS, the USDOL, and the PWDB will have unlimited rights to any data, materials, reports, studies, photographs, negatives, films, videos, social media or other documents first produced or delivered under this contract.

Order of Precedence

In the event there are inconsistencies or conflicts in the contract, unless otherwise provided therein, the inconsistencies shall be resolved by giving precedence, as applicable, in the following order:

- a) The Workforce Innovation and Opportunity Grant,
- b) State Procurement law,
- c) The regulations as approved by the Secretary of Labor,
- d) And this Request for Proposal and the general terms and conditions as set forth herein.

Federal Rules and Regulations

The Contractor agrees to comply with all present or future federal and/or state rules and regulations imposed upon the PWDB. The Contractor further agrees that, as a result of any changes in the Workforce Innovation and Opportunity funding, 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 contract modifications being issued to implement changes, if such changes are considered within the scope of original intent of this contract and the parties' bargain for exchange. If such changes materially alter the parties bargained for exchange, the contract will be deemed to have been terminated by act of law and settlement will be made 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 PWDB reserves the right to unilaterally amend or terminate the contract should the necessary funding authorizations and appropriations not be made or be changed after initially being enacted.

Internal Organization

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

Subletting and Assignment

The Contractor will not assign this contract, in whole or in part without the written consent of the PWDB; provided, however, that 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 PWDB 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, shall be null and void.

Subcontracting

All subcontractors and/or partners who will participate in the administration of the contract must be approved by PWDB and PWDB must approve and be provided with a copy of executed subcontracts or Memoranda of Understanding (MOU) prior to such entity performing any services covered by the contract. As soon as reasonably practical following the notice of award, the Contractor shall furnish to PWDB in writing the identity of any proposed subcontractors and/or partners and drafts of proposed subcontracts or MOU's. PWDB must reply within fourteen (14) days of receipt of subcontractor/partner information indicating whether it has a reasonable objection to any such subcontractor/partner. If the Contractor receives no objection by the end of the fourteen (14) day period, the Contractor may proceed to contract with such subcontractor/partner so identified. If PWDB has reasonable objection to the proposed subcontractor/partner or the proposed subcontract, Contractor shall address those objections by identifying another subcontractor/partner or presenting a different subcontract. Notwithstanding anything contained herein to the contrary, Contractor shall cause all subcontracts to contain a provision incorporating the terms of the Request for Proposal, including without limitation these Terms and Conditions, by reference or otherwise, and to be made a part of any and all such subcontracts such that the same are legally binding upon the subcontractors and/or partners.

Standard of Conduct

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

- a) General Assurance - Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This sub-grant will be administered in an impartial manner, free from personal, financial, or political gain. The Contractor, their executive staff and employees, in administering this sub-grant, will avoid situations, which give rise to suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.
- b) Conducting Business Involving Relatives – No relatives by blood, adoption, or marriage for any executive or employee of the Contractor will receive favorable treatment for enrollment into services provided by, or employment with, the Contractor. The Contractor will also avoid entering into any agreements for services with a relative by blood, adoption, or marriage. When it is in the public interest for the Contract to conduct business (only for the purpose of services to be provided) with a relative, the Contractor will obtain approval from the PWDB before entering into an agreement. All correspondence will be kept on file and available for monitoring and audit reviews.
- c) Avoidance of Conflict of Economic Interest – An executive, officer, agent, representative, or employee of the Contractor will not solicit or accept money or any other consideration from a third person or entity

for the performance of an act reimbursed in whole or in part by the Contractor. Supplies, materials, equipment, or services purchased with sub-grant funds will be used solely for purposes allowed under the grant.

Bonding

A blanket fidelity bond must be secured for all officers, directors, agents, and employees of the Contractor with authority over and accessibility to WIOA funds. Coverage will be in the sum of \$100,000.

Coverage

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

Performance

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

Audit

The Contractor will have an independent audit performed annually. The Contractor will ensure that the auditor, immediately and in writing, notifies the PWDB of possible acts of fraud discovered during the performance of the audit. The Contractor will ensure the auditor issues the PWDB a copy of the audit report upon its completion. The PWDB, Virginia Board of Workforce Development, and the Virginia Auditor of Public Accounts will determine the acceptability of the audit reports. The PWDB will provide the Virginia Board of Workforce Development 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 USDOL Grant Officer.

Modification

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

Public Announcements

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

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

Disallowed Costs

The PWDB will give the Virginia Board of Workforce Development timely notification of the possibility of disallowed costs incurred by its Contractors. In appropriate cases, the Virginia Board of Workforce Development will petition the USDOL for guidance. In the event that repayment is required, the PWDB will use prompt and efficient debt collection procedures to obtain cash repayment of disallowed costs. The PWDB will not forego debt collection procedures without the express written approval of the Virginia Board of Workforce Development. Any required repayment will not be by or from federal funds.

Waiver

No waiver of any right or remedy hereunder by either of the parties shall be deemed a waiver of any other right or any subsequent right or remedy.

Independent Contractor

The parties agree that Contractor shall be an independent contractor in the performance of this contract. Nothing herein shall be deemed to create a joint venture or partnership between the parties and neither party shall hold itself out as the other’s agent, joint venture, or partner for any purpose.

Severability

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this contract, which shall remain in full force and effect and enforceable in accordance with its terms, except to the extent that continuing to enforce the remainder will materially alter the parties’ bargain.

Headings

Descriptive headings are inserted herein for convenience only and do not constitute part of the contract.

Survival

Notwithstanding any termination, cancellation, or expiration of this contract, provisions which by their terms are intended to survive and continue shall so survive and continue.

Governing Law

This contract shall be construed under the laws of the Commonwealth of Virginia without regard to conflict of law rules that would require application of the laws of another jurisdiction.

Marketing and Program Materials - All marketing and advertising collaborative or other type of promotion of programs funded under this contract must be approved by VCW staff and at a minimum, be branded using the style guide for VCW. Copies of the style guide can be requested from VCW staff. This provision applies to print, electronic or other information dissemination methods regardless if conducted solely by the awardee or in coordination or partnership with other entities or funding streams. Information must clearly identify the VCW Board, the Commonwealth of Virginia and/or the United States Department of Labor as the source of funding when appropriate. All information must include the required EO statements and notifications.

Buy America - Contractor agrees to purchase American made equipment and products in compliance with WIOA Sec. 502 and Secs. 8301-8303 of the Buy American Act.

Violation/Breach of Contract Terms (Contract over \$150,000):

In the event that the terms of this contract are violated or breached, the following remedies will apply:

- a) WDB Executive Director will meet with the Contractor representative to review and evaluate the specific violation/breach of contract terms;
- b) Technical assistance will be provided by Board staff to the Contractor in an effort to correct or resolve the violation/breach; and
- c) If the technical assistance doesn’t resolve the violation/breach, the Board, at their sole discretion, reserves the right to administratively terminate the contract for cause and/or pursue legal remedies as appropriate to achieve a satisfactory resolution to the violation/breach.

Attachment D – Definition of Administrative Costs

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

- (a) The cost of administration is that allocable portion of necessary and reasonable allowable costs of State and local workforce investment boards, direct recipients, including State grant recipients under subtitle B of Title I and recipients of awards under subtitle D of Title I, as well as local grant recipients, local grant sub-recipients, local fiscal agents and Workforce operators that are associated with those specific functions identified in paragraph (b) of this section and which are not related to the direct provision of workforce investment services including services to participants and employers. These costs can be both personnel and non-personnel and both direct and indirect.

- (b) The cost of administration are the costs associated with performing the following functions:
 - (1) Perform Performing the following overall general administrative functions and coordination of those functions under WIOA Title I:
 - i. Accounting, budgeting, financial and cash management functions;
 - ii. Procurement and purchasing functions;
 - iii. Personnel management functions;
 - iv. Payroll functions
 - v. Coordinating the resolution of finding arising from audits, reviews, investigations, and incident reports;
 - vi. Audit functions;
 - vii. General legal services functions; and
 - viii. Developing systems and procedures, including information systems, required for these administrative functions;
 - (2) Performing oversight and monitoring responsibilities related to WIOA administrative functions;
 - (3) Costs of goods and services required for administrative functions of the program, including goods and services such as rental or purchase of equipment, utilities, office supplies, postage, and rental and maintenance of office space;
 - (4) Travel costs incurred for official business in carrying out administrative activities or the overall management of the WIOA system; and
 - (5) Costs of information systems related to administrative functions (for example, personnel, procurement, purchasing, property management, accounting, and payroll systems) including the purchase, system development, and operating costs of such systems.

- (c)
 - (1) Awards to sub-recipients or vendors that are solely for the performance of administrative functions are classified as administrative costs.
 - (2) Personnel and related non-personnel costs of staff that perform both administrative functions specified in paragraph (b) of this section and programmatic services or activities must be allocated as administrative or program costs to the benefiting costs objectives/categories based on documented distributions of actual time worked or other equitable cost allocation methods.
 - (3) Specific costs charged to an overhead or indirect cost pool that can be identified directly as a program cost are to be charged as a program cost. Documentation of such charges must be maintained.
 - (4) Except as provided in paragraph (c)(1), all costs incurred for functions and activities of sub-recipients and vendors are program costs.
 - (5) Costs of the following information systems including the purchase, systems development, and operating

(e.g. data entry) costs are charged to the program category:

- i. tracking or monitoring of participant and performance information;
- ii. Employment statistics information, including job listing information, job skills information, and demand occupation information;
- iii. Performance and program cost information on eligible providers of training services, youth activities, and appropriate education activities;
- iv. Local area performance information; and
- v. Information relating to supportive services and unemployment insurance claims for program participants;
- vi. Continuous improvement activities are charged to the administration or program category based on the purpose or nature of the activity to be improved. Documentation of such charges must be maintained.