

Crater Regional Workforce Development Board

Request for Proposals (RFP)

Youth: In and Out-of-School Program Services

Workforce Innovation and Opportunity Act (WIOA) RFP # YSP-PY21-1

Release Date

September 30th, 2021

Proposal Deadline

October 29th, 2021 (4:30 p.m. Eastern Time)

Initial Contract Period

December 1st, 2021 to November 30th, 2023

Contract Extension

A Contract awarded under this RFP may be extended for up to three (3) twelve (12) month performance periods, after completion of the Initial Contract Period, **at the sole discretion of Crater Regional Workforce Development Board.**

RFP Clarifications/Questions

Clarification to RFPs and answers to questions not contained in RFPs, as applicable and appropriate, will be posted on the CRWDB Website at www.vcwcraterregion.com without further notice.

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Funding for Local Workforce Area 5 is provided by the U.S. Department of Labor Employment and Training Administration Workforce Innovation and Opportunity Act (WIOA) award of \$1,245,131 (Grant Number AA-34799-20-55-A-51) made to the County of Prince George, VA on behalf of Crater Regional Workforce Development Board by the pass-through entity, the Virginia Community College System Office. Any/All contract(s) resulting from this RFP will be 100% funded by WIOA Title I funds. Zero (0) percent of the funding for contract(s) resulting from this RFP will be funded by non-federal sources.

Contracts resulting from this solicitation shall not discriminate against any person or organization submitting a proposal pursuant to this RFP because of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, sex stereotyping, transgender status, and gender identity), age, disability, political affiliation or belief, national origin, or other bias prohibited by law.

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SECTION 1

Introduction, Purpose, and Requirements

1.1 Introduction

The Crater Regional Workforce Development Board (CRWBD) is seeking competitive proposals to provide WIOA Youth Services to Local Workforce Development Area (LWDA) #5 which includes the cities of Colonial Heights, Emporia, Hopewell, and Petersburg as well as the counties of Dinwiddie, Greensville, Prince George, Sussex, and Surry.

The CRWBD seeks a provider of workforce services that can partner with the Board to move its mission, values, and workforce-area forward. CRWBD's vision for the youth program is to inspire and assist youth to overcome barriers, acknowledge their accomplishments, and create connections to be successful in continued education and in the workforce. The youth and young adults of the Crater Region will be exposed to a variety of learning options, work experiences, skills development, leadership development, counseling and support, and connections to post-secondary education and employment.

Workforce Innovation and Opportunity Act (WIOA) Youth Programs focus on reaching basic skills proficiency, completing a high school education or GED, exploring career pathways and developing a career plan with both short and long-term goals resulting in full-time unsubsidized employment. The Youth Services Provider will deliver a year-round WIOA Youth Program for in-school 11th and 12th graders; post-secondary school students, and out-of-school 16-24 year old youth and young adults. The program will be operated under the Crater Region's youth program brand P.O.W.E.R. (Promoting Outstanding Work Ethics & Responsibility).

While the youth services will be operated under the P.O.W.E.R. program, CRWBD encourages a creative approach to service and innovative projects individualized to fit the needs of the youth of the Crater Region while increasing their current and future employability. Programs should assist participants in continuing or completing their education, developing a range of occupational and employability skills, and removing/ameliorating barriers to education and employment.

1.2 Purpose of the RFP

CRWBD is issuing this RFP in accordance with 20 CFR 681.400 of the WIOA Rules and Regulations in order to solicit proposals from qualified public or private entities to serve as the provider of Youth Services for LWDA #5. It is the intent and purpose of this solicitation to make WIOA funding available for qualified providers capable of delivering comprehensive workforce services to the in-school and out-of-school youth of the Crater Region.

CRWBD intends to award one (1) single contract based upon the availability of WIOA formula funding to the local area. All funds awarded under the terms of the RFP must

be reimbursed and expended on WIOA eligible youth residing in any one of the nine localities within the Crater Area #5 service region.

WIOA requires a defined percentage of awarded funds be spent on youth work experience elements. This contract will have a defined dollar amount that must be spent. Work experience elements are defined under Youth Program Elements in this document.

It is anticipated that the successful Offeror will begin service delivery December 1, 2021 and continue through November 30, 2023. The contract will have the option for up to three (3) twelve (12) month extensions, after the initial Contract Period, **at the sole discretion of the CRWDB.**

For the award period December 1, 2021-November 30, 2022 the **ESTIMATED** youth contract amount will be \$430,000.00. Based on this estimate, the required expenditure for work experiences and trackable staff-time associated with work experiences will be \$86,000.00.

The Youth Services Provider will employ staff adequate to effectively provide in-school and out-of-school youth services to all nine (9) CRWBD localities. This will include no less than three (3) full-time equivalent (FTEs) direct-service-provision staff (case managers).

1.3 WIOA Background

The WIOA was signed into law on July 22, 2014 and took effect on July 1, 2015. WIOA supersedes the Workforce Investment Act (WIA) of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. Proposals submitted in response to the RFP, and any final contract(s) negotiated with the successful proposer under this RFP, are subject to any additional rules, regulations and/or policies that may be issued by the applicable funding sources.

From a policy perspective, WIOA is designed to (a) help job seekers and workers access employment, education, training and support services necessary to succeed in the labor market and (b) to match employers with skilled workers they need to compete in the global economy. In passing WIOA, Congress reaffirmed the roles of the Workforce Development Boards and the One-Stop System as the cornerstones of the public workforce development system, and brought together and enhanced several key employment, education and training programs.

The Workforce Development Boards collaborate with the Chief Elected Officials (CEOs) to set the policy direction for the workforce development system which includes the One-Stop System. The One-Stop Centers are the direct service access points for job seekers, workers, and employers.

The Key Highlights of WIOA for the purpose of this RFP include:

A. Aligning Federal Investments to Support Job Seekers, Workers and Employers: At the state level, WIOA establishes a unified strategic planning across “core” programs, which include the WIOA Youth, Adult and Dislocated Worker Programs, Wagner-Peyser Employment Service, Adult Education and Literacy and Title I of the Rehabilitation Act programs.

B. Strengthening the Governing Bodies that Establish State, Regional, and Local Workforce Development Priorities: WIOA streamlines membership of business-led, state and local workforce development boards. The Act emphasizes the role of boards in coordinating and aligning workforce programs and adds funds to develop strategies to meet worker and employer needs.

C. Helping Employers Find Workers with the Necessary Skills: WIOA emphasizes engaging employers across the workforce system to align training with needed skills and match employers with qualified workers. The Act also adds flexibility at the local level to provide incumbent worker training and transitional jobs as allowable activities and promotes work-based training, such as On-the-Job Training (OJT), with employers.

The WIOA also strongly emphasizes training that leads to industry recognized postsecondary credentials.

Proposers are strongly encouraged to consider these WIOA elements in their proposals under this RFP and to demonstrate a clear understanding of WIOA. Additional information and updates pertaining to WIOA may be reviewed at the U.S. Department of Labor’s WIOA resource page at www.doleta.gov/wioa.

1.4 Solicitation

CRWBD hereby solicits proposals from qualified entities, using a competitive proposal process, to serve as the WIOA Youth Services Provider for LWDA #5 in accordance with the Scope of Work outlined in this RFP. One (1) contract is expected to be awarded under this RFP.

This RFP does not commit CRWBD to accept any proposal(s) submitted, nor is CRWBD responsible for any costs incurred by the proposer(s) in the preparation of responses to this RFP.

CRWBD reserves the right to negotiate with the proposer(s) after proposals are reviewed, if such action is deemed to be in the best interest of CRWBD.

The specifications outlined in this RFP have been determined to be a minimum acceptable standard. The proposer(s) are encouraged to submit a proposal that will provide the youth of LWDA #5 the best quality and cost effective option for the services being requested.

1.4.1 RFP Release, Timeline, and Questions

RFP Release Date:

September 30th, 2021

Non-Mandatory Pre-Proposal Conference to be held virtually via Zoom, on October 8th at 11:00am EST
Requests to attend should be received no later than 24 hours prior to meeting

Final Deadline for Questions Submitted in Writing	October 12 th , 2021
RFP Proposal Due Date 4:30 p.m. Eastern Time	October 29 th , 2021
RFP Review Committee review process complete & makes recommendation to ED	November 3 rd , 2021
Executive Committee reviews RFP Committee's findings and makes recommendations	November 5 th , 2021
COUNTY enters into discussions/negotiations with top-ranked provider(s)	November 8 th , 2021
CLEOs meet to approve CRWBD Youth Services Provider selection	November 10 th , 2021
Contract negotiation complete	November 17 th , 2021
Youth Services Provider contract commences	December 1 st , 2021

Note: Dates are subject to change

Beginning September 30th, 2021, the RFP will be available on the connectva website at www.connectva.org, on the CRWBD website at www.vcwcraterregion.com, and other potential sites for solicitation. If you have difficulty downloading the RFP, or have any questions, please contact Tabitha Taylor, Executive Director, by email at ttaylor@vcwcraterregion.com

A non-mandatory Pre-Proposal Conference will be held on October 8th at 11:00am EST. Eastern Time for prospective proposers. Zoom link should be requested from the Executive Director no later than 24 hours prior to the meeting.

The final date for questions to be submitted will be October 12th, 2021 at 4:30 p.m. Eastern Time. Questions will not be received until after the pre-proposal meeting has concluded. All questions and answers, will be posted as soon as possible on the COUNTY website.

1.4.2 Submission of Proposals

To be considered under this RFP, one (1) original and five (5) signed and complete copies as well as one (1) electronic version of the proposal and one (1) redacted electronic version of the proposal must be received by COUNTY either by mail or in-person no later than 4:30 p.m. Eastern Time on Wednesday, October 29th, 2021. Proposals submitted via email or fax **WILL NOT** be considered. Incomplete proposals or any proposal(s) received after the proposal deadline **WILL NOT** be considered.

Note: Normal business hours are 8:30 a.m. to 4:30 p.m. Monday, Tuesday, Thursday, Friday and 9:30 a.m. to 4:30 p.m. Wednesday.

All proposals must be sealed and labeled with **RFP #YSP-PY21-1** and include the proposer's name and address on the outside of the package.

All proposals (including all documents and attachments) will not be returned.

Proposals must be submitted to:

CRWBD

ATTN: Executive Director

22 W. Washington Street

Petersburg, VA 23803

1.5 RFP Response

RFP Responses must be complete (provide all requested information), follow the response format outlined in this RFP, and meet the submission deadline. Only proposals that are seen as responsive, from proposers deemed responsible, will be evaluated against the RFP evaluation criteria.

1.5.1 Proposer Eligibility and Qualifications

Eligible bidders include: Government agencies; businesses, both non-profit and for-profit; educational institutions including secondary, technical and higher education institutions; and faith-based organizations. All non-governmental agencies must provide verification of legal status of the entity and eligibility to conduct business within the Commonwealth of Virginia.

Entities that are presently debarred, suspended, or proposed for debarment are not eligible to receive a contract that may be awarded under this RFP.

Any entity selected as the Youth Services Provider under this RFP will be considered a sub-recipient of a Federal Award and subject to all associated laws/regulations. No contract(s) awarded under this RFP may, at any time, be subcontracted without the express written prior approval of CRWBD.

Proposers must have the capability in all respects to fully perform the Scope of Work specified under this RFP and have the experience necessary to assure good faith performance of a contract. In that regard, proposers should, at a minimum, have the following:

- A. Prior or substantially similar experience coordinating, managing, and/or delivering employment/training services to youth;
- B. Successful history of achieving specified performance measures;
- C. Working knowledge of the WIOA Law and Final Rules and Regulations and OMD Uniform Guidance - specifically with regard to the provision of Youth Services;
- D. Familiarity with the labor market and related dynamics of the Crater Region;
- E. The financial ability/stability to incur, on a short-term basis, the costs associated with the provision of the activities outlined in the RFP as the Youth Services Provider will be compensated on a reimbursement basis, i.e. Provider incurs costs, completes a monthly reimbursement request to CRWBD, CRWBD processes reimbursement request and payment is disbursed. This process may take up to 60 days; and,
- F. Adequate staffing to effectively provide in-school and out-of-school youth services to all nine (9) CRWBD localities. This will include no less than three (3) full-time-

equivalent (FTE) direct-service-provision staff (case managers). The Provider's direct service staff must be housed (home office) within CRWBD's Regional Workforce Centers at 22 West Washington Street, Petersburg, VA and 1300 Greensville COUNTY Circle, Emporia, VA. Routine travel within, and on occasion out of, the service area will be required. No vehicle will be provided for travel; however, reimbursement for direct-service-staff travel may be available following CRWBD's travel reimbursement policy.

COUNTY will provide the following for the provider's **direct-service staff**:

Note: 1. The cost of the items/services listed below should not be included in the proposal budget.
2. COUNTY WILL NOT provide office space, equipment, or supplies for the provider's supervisory or administrative staff.

- 1 Cubicle within the Emporia Center and up to 3 cubicles within the Petersburg Center to include rent, utilities, internet, and basic office furnishings.
- 1 each laptop computer, printer, mouse for up to 4 direct-service staff.
- Basic office supplies, i.e. paper, ink, paper clips, tape, etc.
- Use of the Centers' office equipment, i.e. copiers, fax machines, etc.
- Use of the Centers' training and computer facilities.

1.5.2 Technical Proposal Format

To facilitate review of the proposals, proposers should prepare their proposals according to the instructions and in the order presented in this section. Proposals should be prepared as simply as possible with straightforward, concise descriptions to demonstrate an understanding of the Scope of Work and related services required by CRWBD. Proposals that provide innovative alternatives and creative approaches are encouraged. Any other information thought to be relevant, but not applicable to the categories below, may be provided as an appendix to the proposal. Also, any information contained in the proposals that is considered by the proposer to be proprietary should be indicated as such.

The proposal should be organized with tabs in the following order and contain the following:

- 1. Proposal Submission Form (Attachment A).** The Proposal Submission Form should act as the cover page of the proposal.
- 2. Organization Profile** - The proposing organization's ownership, products or services, qualifications, financial status, and other pertinent information.
- 3. Key Personnel Qualifications** - An overview of qualifications of the key personnel (you may include resumes) who will be assigned to work on the project, i.e. case managers, program management/supervisory staff, etc.
- 4. Organization's Experience and Past Performance** - (1) Describe your organization's experience providing WIOA-type programs to hard-to-serve, disconnected, out-of-school youth and low-income in-school youth, as identified in Section 126 of WIOA. (2) Describe your organization's success in meeting and exceeding performance measures.

5. Proposed Program - Provide a detailed description of the proposed program based on the Scope of Work in this RFP and the approach you intend to use to meet the requirements of the Scope of Work. Include how current relationships with organizations (public and private) within the Crater Region will be used to support/enhance the program and service provision. Describe how new relationships with organizations within the Crater Region will be developed to support/enhance the program and service provision.

6. Price Proposal (Attachment B) - Complete the Price Proposal Form.

7. References (Attachment C) - Complete the Reference Form and include letters of endorsement from employment-related service organizations or government agencies with which the proposer has contracted, partnered, etc.

8. Small, Women-Owned, and Minority-owned Business (SWaM) Certification - Provide SWaM certification documentation, if applicable.

9. The following items: (These items must be completed and included in the response).

1. Attachment E - Certification of Staff Eligibility (criminal history)
2. Attachment F - Assurances and Certifications

10. Other Appendices as determined by the proposer.

1.5.3 Price Proposal

Complete and provide the Price Proposal Form (Attachment B) with your proposal. The proposed total price should reflect the period of November 1, 2021 to October 31, 2022 only.

1.5.4 Evaluation Criteria

Each proposal will be evaluated according to the following criteria:

- A. Demonstrated understanding and proposed approach to provide the Scope of Work identified in this RFP. (25 possible points)
- B. Successful experience and capabilities of the proposer providing the same or substantially similar services. (25 possible points)
- C. Experience, qualifications, and demonstrated knowledge of key personnel. (10 possible points)
- D. Endorsements/references. (10 possible points)
- E. Price. (10 possible points)
- F. Financial stability as referenced in 1.5.1 (10 possible points)
- G. Completeness of proposal (10 possible points)

1.5.5 Evaluation of Proposals

Only proposals that are seen as responsive to this RFP, from proposers deemed responsible who meet the proposer eligibility and qualifications outlined in Section 1.5.1 of this RFP, will be evaluated against the RFP evaluation criteria and be eligible for award.

Evaluation and selection of an Offeror will be based on the evaluation factors published in the request for proposal and all information developed in the selection process to this point. CRWBD shall select in the order of preference two or more offeror's whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to CRWBD can be negotiated at a price considered fair and reasonable pursuant to contractual terms and condition acceptable to CRWBD, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Notwithstanding the forgoing, if the terms and conditions for multiple awards are included in the Request for Proposal, CRWBD may award contracts to more than one offeror.

The Evaluation Committee may hear oral presentations (if required). Contractors are cautioned, however, that oral presentations are at the sole discretion of the Committee and the Committee is not obligated to request it. As such, the initial proposal should be as comprehensive as possible yet concise and to the point, clearly describing the details of services that the Contractor intends to provide to CRWBD. The proposal should address each section in this proposal that deals with requirements, either legal or technical, and clearly state "comply" or "non-comply". Contractors are encouraged to offer concepts that are cost effective and will provide superior service while affording maximum benefit to CRWBD.

Once proposals are received, CRWBD shall engage in Oral presentations with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. The oral presentation is an opportunity for CRWBD Evaluation Committee to ask questions and seek clarification of the proposal submitted. The presentation is not meant as an opportunity for the Contractor to simply provide generic background information about the corporation or its experience. Thus, the time will be structured with a minimum time for the Contractor to present and the majority of time dedicated to addressing questions from the Evaluation Committee. The oral presentations, if held, will be scheduled at a later date. Repetitive oral presentations shall be permissible. At the request of the first oral presentation CRWBD may discuss non-binding estimates of the project cost. After the conclusion of the oral presentations, on the basis of the evaluation factors outlined herein and all information developed in the selection process up to that point, CRWBD shall select in the order of preference two or more offerors who's professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract can be successfully negotiated with that offeror, an award shall be made. If not, negotiations with the offeror shall be terminated and negotiations conducted with the offeror ranked second and soon, until a contract can be successfully awarded. Should CRWBD determine in its sole discretion that only one offeror is fully qualified, or that

tone offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to the offeror. if conducted, will be conducted at the discretion of CRWBD

The team will then report the outcome to the CRWBD Executive Director. The CRWBD Executive Director will present the outcome to the Board's Executive Committee for review/recommendations to proceed. Based on the Executive Committee's recommendations, CRWBD staff will select at least the top two (2) proposers to engage in further discussions/negotiations. Based on the outcome of these discussions/negotiations, a recommendation for a provider will be presented to the Crater Region CEO Consortium for final approval.

1.5.6 Proposal Reconsideration Process

Please see Attachment D.

SECTION 2 Scope of Work

2.1 Background

The CRWBD seeks one (1) Youth Services Provider that can implement an integrated workforce development system with sound practices that will enable youth and young adults to gain the skills and supports necessary to not only successfully obtain employment but also determine and follow a career pathway. The selected provider will have diverse public and private partnerships with educational institutions, businesses, community service organizations, financial institutions, etc. Such partnerships will be leveraged in order to provide a "holistic" approach to youth services. This will afford program participants supports/services to assist with obtaining work experience, career-specific training/credentialing, removal/amelioration of barriers to employment, development of "soft skills", financial literacy training, etc.

The proposal should show that the service provider can meet or exceed the goals of WIOA and that the service provider and program design:

- Have a strategic approach that aligns with the goals of WIOA and those of the Board (noted above);
- Have a well-developed organizational structure and experienced staff who are skilled in youth services and program administration;
- Can conduct youth-focused outreach and recruitment throughout the Crater Region.
- Can incorporate and maintain a robust partner network that offers a seamless array and continuum of programs and services;
- Have effective intake and assessment processes and an efficient, well-defined customer flow process that ensures every youth receives a customized array of services/supports that meet his/her individual needs;
- Have a caring, pro-active, and resourceful case management system that connects youth to a seamless system of supportive workforce partnerships; and,
- Have a demonstrated, effective track record of providing the proposed services to the target population.

2.2 Eligible Youth

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

General eligibility includes:

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

An out-of-school youth is an individual who is:

- a. Not attending any school (as defined under State law);
- b. Not younger than 16 or older than the age of 24 at the time of enrollment, and
- c. One or more of the following:
 1. A school dropout;
 2. A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school-year-calendar quarter. A school year calendar is based on how a local school district defines its school year quarters. In cases where schools do not use quarters, local programs must use calendar year quarters;
 3. A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either basic skills deficient or an English-language learner;
 4. An offender;
 5. A homeless individual aged 16-24 who meets the criteria defined in sec. 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 11434a(2)) or a runaway;
 6. An individual in foster care or who has aged out of the foster care system or who is 16 years old and left foster care for kinship guardianship or adoption, a child eligible for assistance under sec. 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement;
 7. An individual who is pregnant or parenting;
 8. An individual with a disability; or
 9. A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.

Because age eligibility is based on age at enrollment, participants may continue to receive services beyond the age of 24 once they are enrolled in the program.

An in-school youth is an individual who is:

- a. Attending school as defined by Virginia State Law, including secondary and postsecondary school;
- b. Not younger than 14 (16 in the Crater Region) or (unless an individual with a disability who is attending school under State law) older than 21 at the time of enrollment. Because age eligibility is based on age at enrollment, participants may continue to receive services beyond the age of 21 once they are enrolled in the program;
- c. A low-income individual, and
- d. One or more of the following:
 1. Basic skills deficient;
 2. An English-language learner;
 3. An offender;
 4. A homeless individual aged 14-21 who meets the criteria defined in sec. 41403(6) of the Violence Against Women Act of 1994 or sec. 725(2) McKinney-Vento Homeless Assistance Act, or a runaway;
 5. An individual who is in foster care or who has aged out of the foster care system or who is 16 years old and left foster care for kinship guardianship or adoption, a child eligible for assistance under sec. 477 of the Social Security Act (42 U.S.C. 677), or an out-of-home placement;
 6. An individual who is pregnant or parenting;
 7. An individual with a disability, or

8. An individual who requires additional assistance to complete an education program or to secure or hold employment.

2.3 WIOA Program Requirements

Basic Career Services

Basic Career Services shall be available to all individuals seeking services through the Crater Region's One-Stop Centers. These services are to be provided in WIOA comprehensive one-stop centers by Wagner-Peyser funded staff in coordination with other one-stop partners (including the Youth Services Provider). The Youth Services Provider will provide services to complement and coordinate with the customer flow process of the one-stop partners, the one-stop operator and will be an integral part of the system. Basic career services shall be accessible to all customers; therefore, any necessary accommodations shall be available for persons with disabilities or other barriers, including language barriers. Basic career services are listed below.

- Client intake and orientation to Virginia workforce system services
- Registration in the Virginia Workforce Connection (VaWC)
- Labor exchange services, such as job search and job placement assistance
- Basic job search assistance
- Resume development and interview technique workshops and individualized assistance
- Labor market information
- Information on supportive services
- Assistance through trained and available staff, either on-site at the one-stop career centers, by telephone, or through technology to file unemployment compensation claims
- Staff-supported assistance in resource rooms
- Referrals to other programs and services available through the one-stop system

Individualized Career Services

1) All enrolled youth will receive an orientation to the Youth Program, WIOA, the Crater Region's Career Centers' services, and appropriate CRWBD organizational policies.

2) Youth service providers are required to complete an objective assessment for each participant enrolled in WIOA services. Each assessment must include a review of academic and occupational skill levels, supportive-service(s) needs, and the individual's strengths. This data is to be used as the basis for identifying appropriate services, career pathways, and the development of an Individualized Service Strategy (defined below) for each participant. A comprehensive assessment produces an in-depth understanding of each participant's needs.

At a minimum, objective assessments must include:

- Academic assessment (i.e. TABE, etc.)
- Occupational skills
- Prior work experience
- An interest inventory
- Aptitudes
- Supportive service needs
- Developmental needs

3) Each participant must be involved in the development of an Individualized Service Strategy (ISS) that identifies short and long term goals for education and employment, based on individual needs. The ISS is a "road map" of WIOA service delivery. The ISS plan must be tied to a career pathway and performance outcomes, then actualized through the 14 WIOA Youth Program Elements (listed below). The ISS must be amended/updated when educational or career goals are met, altered, or when the participant's circumstances change.

4) All youth participants are to receive active case management services. The combinations of services that participants receive are to be tailored to their career, training, and personal goals, and their strengths and barriers. Services must be provided within the parameters of the 14 WIOA Youth Program Elements (listed below).

5) All youth participants must receive some form of follow-up services for a minimum of 12 months. The types of services provided and the duration of services must be determined based on the needs of the individual and therefore, the type and intensity of follow-up services may differ for each participant. However, follow-up services must include more than a contact attempted/made only for the purpose of securing documentation in order to report a performance outcome.

Youth Program Elements

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

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

1. Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized post-secondary credential.
2. Alternative secondary school services, or dropout recovery services, as appropriate.
3. Paid and unpaid work experiences that have an academic and occupational education component, which may include: 1) summer employment opportunities and other employment opportunities available throughout the school year, 2) pre-apprenticeship programs, 3) internships and job shadowing, and 4) on-the-job training opportunities.
4. Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved, if the local board determines that the programs meet the appropriate quality criteria.
5. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.

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

Career Pathway Models

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

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

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

2.4 Additional Program Requirements

The Youth Services Provider must also provide the activities or services listed below:

1. Conduct outreach and recruitment of participants based on program model. All outreach and recruitment materials, including, but not limited to printed materials and digital media must be developed in accordance with CRWBD policies and procedures and must be preapproved by CRWBD.
2. Determine participant eligibility, which includes obtaining, reviewing, and validating required program documentation and skills assessment.
3. Provide/provide for remediation for out-of-school youth who are basic skills deficient.

4. Provide labor market information and career exploration activities within the first 30 days of participants' program acceptance.
5. Identify and engage employers to work with participants on work experience, on the job training, and registered apprenticeships. Work in coordination with the CRWBD Business Services Committee.
6. Develop and maintain effective partnerships to leverage resources and for participant referrals.

2.5 Performance and Reporting Requirements

The Youth Services Provider shall meet at least 80% of the WIOA AND Local Youth Performance Indicators. The performance period shall be the same as the contract period. Youth Performance Indicators are listed below:

Youth Federal Performance Goals under WIOA Regulations

Performance Measure	Area 5 Negotiated Levels - PY 2020-2021
Employment 2 nd quarter after exit	72.00%
Employment 4 th quarter after exit	62.80%
Credential Attainment Within Four Quarters After Exit	70.00%
Median Earnings 2 nd quarter after exit	\$3500
Measurable Skill Gain	55.00%

Youth Local Performance Goals

New Participant Enrollment - Out-of-School	To be determined
New Participant Enrollment - In-School	To be determined
Career Readiness Certificate Attainment	To be determined
Job Placement Prior to Exit	To be determined

The Youth Services Provider must provide CRWBD appropriate supporting documentation in order to be reimbursed for expenditures of any kind.

The Youth Services Provider must provide CRWBD monthly dashboard and narrative reports of the following:

- Number of outreach and recruitment sessions and activities;
- Number of enrolled participants by jurisdiction;
- Number of participants placed in work experience, OJT, registered apprenticeship, or unsubsidized employment and a listing of the occupations;
- Number of participants placed in local classroom occupational skills training and the type of training;
- Number of participants that obtain an industry recognized credential;
- Number of participants entering full-time unsubsidized employment; and
- Customer Satisfaction survey results.

2.6 Monitoring and Compliance

1. The Youth Services Provider must comply with current and future Federal, State, and Local policy regulations while implementing WIOA program services.

2. The Youth Services Provider will be monitored by CRWBD staff, the US Department of Labor, and the Virginia Community College System. Monitoring will include, at least, programmatic, administrative, and fiscal reviews.
3. The Youth Services Provider must be prepared to provide a written response to the monitoring and, if required, a corrective action plan must be submitted. Corrective Action Plans will be reviewed and input provided by the CRWBD as deemed necessary. The plan(s) will be monitored for adherence and/or adjustments to the plan's implementation.

SECTION 3 GENERAL REQUIREMENTS, TERMS AND CONDITIONS

ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the CRWBD will publicly post such notice on the Prince George County's website (<https://www.princegeorgeCOUNTYva.gov>) and DGS/DPS eVA VBO website (www.eva.virginia.gov) for a minimum of 10 days.

ANTI-DISCRIMINATION

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

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

- c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

ANTITRUST

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

APPLICABLE LAWS AND COURTS

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

ASSIGNMENT

The Contract awarded pursuant to this RFP is not assignable without the prior written consent of the CRWBD, which consent may be withheld at the sole discretion of the CRWBD.

AUDIT

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

AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

BID ACCEPTANCE PERIOD

Any bid in response to this solicitation shall be valid for (60) days. At the end of the (60) days, the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

CHANGES TO THE CONTRACT

Changes can be made to the contract in any of the following ways:

- A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such

modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

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

CLARIFICATION OF TERMS

If any prospective offeror has questions about any specifications or other solicitation documents, the prospective offeror should contact **Tabitha Taylor** at ttaylor@vcwcraterregion.com, **in writing by email**. Any revisions to the solicitation will be made only by addendum and issued by the buyer.

Contact initiated by an offeror concerning this solicitation with any other COUNTY representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the offeror from this transaction.

CONFLICT OF INTEREST

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

DEBARMENT STATUS

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

DEFAULT

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the CRWBD, after due written notice as required by the NOTIFICATION clause, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the CRWBD may have.

DRUG-FREE WORKPLACE

During the performance of this contract, the contractor agrees to

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

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

ETHICS IN PUBLIC CONTRACTING

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

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

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

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION

The eVA Internet electronic procurement solution, web site portal www.eva.virginia.gov streamlines and automates government purchasing activities. All vendors desiring to provide goods and/or services to the COUNTY shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All Offerors must

register in eVA, failure to register may result in the proposal being rejected. The COUNTY advertises all competitive solicitations on eVA but does not issue purchase orders through eVA unless required to by the terms and conditions of a state issued contract.

IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

INDEMNIFICATION

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

INSURANCE

By signing and submitting your qualifications under this solicitation, the Contractor certifies that if selected for the pool, it will have minimum insurance coverage at the time the contract is awarded. The Contractor further certifies that the insurance will maintain valid during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED

- A. **Workers' Compensation** - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the COUNTY of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
- B. **Employer's Liability** - \$100,000.
- C. **Commercial General Liability** - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage.

The County of Prince George elected and appointed officials, officers, consultants, agents and employees, and affiliate or subsidiary boards are additional insured must be listed as additional insured and so endorsed on the policy.

Certificate Holder **must** be written exactly as stated below:

The County of Prince George
Attn: Finance Dept.
6602 Courts Drive, 3rd Floor
Prince George, VA 23875

- D. **Automobile Liability** - \$1,000,000 per occurrence.

LAWS AND REGULATIONS

- A. The contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
- B. This contract and all other contracts and subcontracts are subject to the provisions of Va. Code, Articles 3 and 5, Chapter 4, Title 40.1, relating to labor unions and the “right to work.” The contractor and its subcontractors, whether residents or nonresidents of the Commonwealth of Virginia, who perform any work related to the project shall comply with all of the said provisions.
- C. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract. Inspectors from the Department of Labor and Industry shall be granted access to the work for inspection without first obtaining a search warrant from the court.
- D. All bids submitted shall have included in their price the cost of any business and professional licenses, permits, or fees required by The County of Prince George or the Commonwealth of Virginia.

NONDISCRIMINATION OF CONTRACTORS

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

PAYMENT

- A. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- B. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. However, this shall not affect offers of discounts for payment in less than 30 days.
- C. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- D. In those cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made (Code of Virginia, § 2.2-4353).
- E. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the COUNTY shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

QUALIFICATIONS OF BIDDERS / CONTRACTORS

The CRWBD may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder / contractor to perform the services/furnish the goods and the bidder / contractor shall furnish to the CRWBD all such information and data for this purpose as may be requested. The CRWBD reserves the right to inspect bidder's / contractor's physical facilities prior to award to satisfy questions regarding the bidder's / contractor's capabilities. The CRWBD further reserves the right to reject any submission / bid if the evidence submitted by, or investigations of, such bidder / contractor fails to satisfy the CRWBD that such bidder / contractor is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

RECEIPT AND OPENING OF BIDS / QUALIFICATION SUBMISSION

- A. It is the responsibility of the bidder / contractor to assure that his/her bid / submission is delivered to the place designated for receipt of bids / submissions and prior to the time set for receipt of bids / submissions. Bids / submissions received after the time designated for receipt of bids / submissions will not be considered.
- B. Bids/submissions will be opened at the time and place stated in the advertisement, and their contents made public for the information of bidders/contractors and others interested who may be present either in person or by a representative. The officer or agent of the CRWBD, whose duty it is to open them, will decide when the

specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a proposal not properly addressed and identified.

- C. The *Code of Virginia* § 2.2-4342, as amended, shall be applicable to the inspection of bids / submissions received.
- D. In the event that the CRWBD is closed due to inclement weather and/or emergency situations prior to or at the time set aside for the published bid / submission opening, the bid / submission opening date will default to the next open business day at the same time.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

In accordance with *Code of Virginia* § 2.2-4311.2 subsection B, a Bidder / Contractor organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid the identification number issued to it by the State Corporation Commission (SCC). Any Bidder / Contractor that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid / submission a statement describing why the Bidder / Contractor is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the COUNTY's use and acceptance of such form, or its acceptance of Contractor's statement describing why the Bidder / Contractor was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

TAXES

The COUNTY is exempt from Federal Excise and State Sales and Use Tax on all tangible personal property purchased or leased by it for its use or consumption. The Contractor shall pay all COUNTY, City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be added to the contract price between the COUNTY and the Contractor, as the taxes shall be an obligation of the Contractor and not of the COUNTY, and the COUNTY shall be held harmless for same by the Contractor. Exemption certification will be supplied upon request.

TERMINATION BY COUNTY FOR CONVENIENCE

- A. COUNTY may terminate this contract at any time without cause, in whole or in part, upon giving the contractor notice of such termination. Upon such termination, the contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as COUNTY elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor shall take such steps as the COUNTY may require to assign to the COUNTY the contractor's interest in all subcontracts and purchase orders designated by the COUNTY. After all such steps have been taken to the COUNTY's satisfaction, the contractor shall receive as full compensation for termination and assignment the following:

- a. All amounts then otherwise due under the terms of this contract,
- b. Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,
- c. Reasonable compensation for the actual cost of demobilization incurred by the contractor as a direct result of such termination. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, COUNTY shall have no further obligations to the contractor of any nature.
- d. In no event shall termination for the convenience of the COUNTY terminate the obligations of the contractor's surety on its payment and performance bonds.

WITHDRAWAL OR MODIFICATION OF PROPOSALS

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

SPECIAL TERMS AND CONDITIONS

AWARD OF CONTRACT

The COUNTY shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage the public body may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, nonbinding estimates of price for services. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the COUNTY shall select, in the order of preference, two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the COUNTY can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. The COUNTY reserves the right to make multiple awards as a result of this solicitation. Should the COUNTY determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and

suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

BASIS FOR AWARD

Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, and any other information or factors deemed relevant by the COUNTY, shall be utilized in the final award.

IDENTIFICATION ON PROPOSAL ENVELOPE

The signed proposal should be submitted with the following identification as follows:

From: _____	_____	_____
Name of Offeror	Due Date	Time
_____	YSP-PY21-1	
Street or Box Number	<u>Auditing Services</u>	

City, State & Zip Code		

The envelope should be addressed as directed on Page 1 of the solicitation. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

OWNERSHIP OF DOCUMENTS

- A. All finished or unfinished information or materials, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by or for the Contractor under any resultant contract shall, at the option of the COUNTY, become COUNTY property and shall be delivered to and remain the property of the COUNTY upon completion of the work or termination of the Contract. The COUNTY shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Contractor.
- B. Any documents or other materials provided to the Contractor by the COUNTY shall be returned to the COUNTY upon delivery of the final products and/or services. Any art work, negatives, proofs, or other materials produced by the Contractor in order to supply the products or services contracted for shall become the property of the COUNTY and shall be sent to the COUNTY upon delivery of the final products and/or services unless otherwise requested by the COUNTY. Failure to deliver the art work, negatives, proofs, or materials shall be cause for withholding any payments due.

RENEWAL OF CONTRACT

The initial term of this contract shall be for one (1) year. This contract may be renewed by the COUNTY for two (2) years at successive one-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases

may be negotiated only at the time of renewal. Written notice of COUNTY intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

- A. If the COUNTY elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased of the United States Department of Labor, Bureau of Labor Statistics, Table 4, Consumer Price Index for All Urban Consumers (CPI-U): Washington-Arlington-Alexandria, DC-VA-MD-WV Area, All Items Index, U.S. city average for the latest twelve (12) months for which statistics are available (<http://data.bls.gov/cgi-bin/print.pl/news.release/cpi.t04.htm>).
- B. If during any subsequent renewal periods, the COUNTY elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased of the United States Department of Labor, Bureau of Labor Statistics, Table 4, Consumer Price Index for All Urban Consumers (CPI-U): Washington-Arlington-Alexandria, DC-VA-MD-WV Area, All Items Index, U.S. city average for the latest twelve (12) months for which statistics are available.

RESPONSIBILITY FOR WORK

The Successful Offeror assumes full responsibility for the acts and omissions of all his employees and all consultants, subcontractors, their agents and employees, and all other persons performing any of the work under the Contract.

RECORDS RETENTION

Contractors agree to retain all books, records, and other documents relative to contracts for four (4) years following the expiration of the contract or until audited, whichever is greater. However, if any audit claim, litigation, negotiation or other action involving the records has been started as a result of the audit or before the expiration of the four (4) year period, the records shall be retained until completion of the action and resolution of all issues which may arise. COUNTY, its authorized representatives, and/or State and Federal auditors shall have full access to and the right to examine any of said materials during said period. Contractors are responsible for all costs associated with the retention of the books, records, and other documents.

HOLD HARMLESS

Contractors agree to indemnify, defend and hold harmless Crater Regional Workforce Development Board (COUNTY), the Chief Elected Officials (CEOs) of the Crater Region, the Commonwealth of Virginia, and their officers, agents and employees from any claims, damages, and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of materials, goods, or equipment of any kind or nature furnished by the contractor, or arising from, or caused by any services of any kind or nature provided by the contractor, provided that such liability is not attributable to the sole gross negligence on the part of COUNTY or the failure of COUNTY to use the

materials, goods, or equipment in the manner outlined by the Contractor and descriptive literature of specifications submitted with the contractor's proposal. This section does not apply to contracts with Federal, State, or Local Governments or their agencies.

HUMAN TRAFFICKING

Executive Order 1333 requires the termination without penalty of any contract, if the contractor engages in human trafficking.

ROLE OF THE VIRGINIA COMMUNITY COLLEGE SYSTEM

In Virginia, the VCCS at the State level is responsible for the formula distribution of WIOA funds; the award of certain Dislocated Worker WIOA Grants; ensuring the integrity of the funds; oversight and monitoring of local workforce development boards; and, developing and implementing WIOA operational guidance and policies in coordination with the Virginia Board for Workforce Development. The aforementioned documents can be found at <https://viriniacareerworks.com/practitioners-corner/>. The Contractor shall comply with and fully cooperate with the COUNTY to help COUNTY respond to VCCS inquiries regarding areas in which VCCS has oversight and monitoring responsibilities.

CERTIFICATIONS AND ASSURANCES

The following Certifications and Assurances are incorporated by reference and will be made part of any contract(s) entered into by COUNTY as a result of all RFPs:

1. Certification Regarding Lobbying (29 CFR Part 37).
2. Certification Regarding Debarment, Suspension and other Responsibility Matters (29 CFR Part 98).
3. Nondiscrimination and Equal Opportunity Assurance (29 CFR Part 37).
4. Drug-Free Workplace Requirements Certification (29 CFR Part 98).
5. Standard Form 424b Standard Assurances (Non-Construction Programs).

SECTION 4

Attachments
ATTACHMENT A
PROPOSAL SUBMISSION FORM
RFP #YSP-PY21-1

RFP Number:	#YSP-PY21-1
Proposal Name:	Youth In and Out-of-School Program Services Provider
Due Date and Time:	October 25th, 4:30 p.m. Eastern Time

1. PROPOSER INFORMATION

Organization Name (Legal Name)	
Mailing Address	
Payment Address (if different from Mailing Address)	
Telephone Number	() - - - -
Employer Identification Number (EIN)	_____ - _____
Social Security Number (only if an EIN is NOT provided)	_____ - _____ - _____
Representative Name/Title	
Representative Telephone Number and email address	() _____ - _____ Email: _____

ATTACHMENT A

RFP #YSP-PY21-1
(Continued)

1. AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA

SCC Identification Number: _____

Or

Organization/Company is not required to have/maintain registration because:

2. ANTI-COLLUSION CERTIFICATION

The undersigned certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Proposer understands collusive bidding is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

3. SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS (SWaM)

Is the Proposer's business SWaM Certified?

____ No ____ Yes

(If Yes, attach Certification Documentation)

4. AUTHORIZATION

In accordance with the terms, conditions and specifications of this RFP, the undersigned agrees to furnish the services requested. The undersigned acknowledges that the proposal is valid for a period of 120 days from the due date and certifies that he/she has read, understands, and agrees to all terms, conditions, and requirements of this RFP and is authorized to contract on behalf of the Organization named below.

Organization Name: _____

Print Signer's Name: _____ Title: _____

Signature: _____ Date: _____

(This form must be fully completed, signed and dated. ALL signatures must be original and not photocopies.)

ATTACHMENT B
PRICE PROPOSAL
(Budget and Budget Narrative)
RFP #YSP-PY21-1

ORGANIZATION NAME: _____

Budget

Budget Categories	PY21 OSY Budget	PY21 ISY Budget	Contractor In-kind Cost	Total Budget
1) PERSONNEL				
2) FRINGE BENEFITS				
3) TRAVEL				
4) INSURANCE (business-related)				
5) OTHER ADMINISTRATIVE COSTS (please specify)				
6) CONTRACTUAL SERVICES				
7) PRINTING (program advertisement, outreach, etc.)				
8) SUPPORTIVE SERVICES	-----	-----	-----	-----
8a) CHILDCARE				
8b) TRANSPORTATION				
8c) WORK TOOLS/CLOTHING				
8d) OTHER SUPPORTIVE SERVICES				
9) PARTICIPANT SERVICES:	-----	-----	-----	-----
9a) TUTORING				-
9b) ALT. SECONDARY SCHOOL				
9c) OCCUPATIONAL SKILLS TRAINING				
9d) GUIDANCE AND COUNSELING				
9e) ADULT MENTORING				
10) PARTICIPATION:	-----	-----	-----	-----
10a) WORK EXPERIENCE		-		-
10b) PARTICIPANT INCENTIVES				
10c) FOLLOW-UP SERVICES				
10d) LEADERSHIP DEVELOPMENT				
11) OTHER PARTICIPANT COSTS (please specify)				
TOTAL				

ATTACHMENT B
 Price Proposal
 RFP # YSP-PY21-1
 (Continued)

Budget Narrative

Item Number	LINE ITEMS	NARRATIVE
1	PERSONNEL	
2	FRINGE BENEFITS	
3	TRAVEL	
4	INSURANCE	
5	OTHER ADMIN. COSTS	
6	CONTRACTUAL SERVICES	
7	PRINTING	
8a	CHILDCARE	
8b	TRANSPORTATION	
8c	WORK TOOLS/CLOTHING	
8d	OTHER SUPPORTIVE SERVICES	
9a	TUTORING	
9b	ALT. SECONDARY SCHOOL	
9c	OCCUPATIONAL SKILLS TRAINING	
9d	GUIDANCE AND COUNSELING	
9e	ADULT MENTORING	
10a	WORK EXPERIENCE	
10b	PARTICIPANT INCENTIVES	
10c	FOLLOW-UP SERVICES	
10d	LEADERSHIP DEVELOPMENT	

11	OTHER PARTICIPANT COSTS	
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ATTACHMENT C
REFERENCE PAGE
RFP #YSP-PY21-1

ORGANIZATION NAME:

Reference 1

Name of Business, City, COUNTY or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed/Results Achieved:			Contract Amount \$

Reference 2

Name of Business, City, COUNTY or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed/Results Achieved:			Contract Amount \$

ATTACHMENT C
REFERENCE PAGE
 RFP #YSP-PY21-1
 (Continued)

Reference 3

Name of Business, City, COUNTY or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed/Results Achieved:			Contract Amount \$

ATTACHMENT E
ASSURANCES AND CERTIFICATIONS
RFP # YSP-PY21-1

The Crater Regional Workforce Development Board (COUNTY) will not award a contract where the Sub-recipient has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement, the Sub-recipient hereby certifies and assures that it will fully comply with the following:

- A. Assurances – Non-Construction Programs (SF 424 B)**
- B. Debarment and Suspension Certification (29 CFR Part 98)**
- C. Certification Regarding Lobbying (29 CFR Part 93)**
- D. Drug free Workplace Certification (29 CFR Part 98)**
- E. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)**

By signing the agreement, the Sub-recipient is providing the above assurances and certifications as detailed below:

- A. ASSURANCES – NON-CONSTRUCTION PROGRAMS. NOTE:** Certain of these Assurances may not be applicable to your project or program. If you have questions, please contact COUNTY.

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

1. Will give the COUNTY, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the contract; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
2. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.
3. Will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

4. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.
5. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance

ATTACHMENT F

ASSURANCES AND CERTIFICATIONS

RFP # YSP-PY21-1

(Continued)

with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

6. Will cause to be performed the **required** financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
7. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The prospective Sub-recipient certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by and Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

Where the prospective Sub-recipient is unable to certify to any of the statements in this certification, such prospective Sub-recipient shall attach an explanation to this proposal.

C. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The Sub-recipient Representative certifies, to the best of his or her knowledge and belief, that:

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 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.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with this Federal

ATTACHMENT F
ASSURANCES AND CERTIFICATIONS
RFP # YSP-PY21-1
(Continued)

contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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.C. 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.

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F. I, the undersigned Sub-recipient, attest and certify that the Sub-recipient will provide a drug-free workplace by the following actions.

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sub-recipient 's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - a. The dangers of drug abuse in the workplace.
 - b. The policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the contract the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying the COUNTY in writing within ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected contract/Grant.
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b., with respect to any employee who is so convicted.

- a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

ATTACHMENT F
ASSURANCES AND CERTIFICATIONS
 RFP # YSP-PY21-1
 (Continued)

Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, COUNTY, state and zip code:

Check () if there are workplaces on file that are not identified here.
 Check () if an additional page was required for the listing of the workplaces.

E. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

As a condition to the contract, the Sub-recipient assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

(1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age disability, political affiliation, or

belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA financially assisted program or activity;

(2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;

(3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

(4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

(5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Sub-recipient also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant’s operation of the WIOA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I – financially assisted program or activity. The Sub-recipient understands that COUNTY and the United States has the right to seek judicial enforcement of the assurance.

 Name and Title of Authorized Representative

 Signature of Authorized Representative

 Date

 Name of Sub-recipient Organization

COUNTY is an equal opportunity employer/program funded by the U.S. Department of Labor Workforce Innovation and Opportunity Act and a proud partner of the American Job Center Network. Auxiliary aids and services are available upon request to individuals with disabilities. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Virginia Relay Service at 711.