

**TO:** Prospective Bidders  
**FROM:** New River/Mount Rogers Workforce Investment Board  
**DATE:** April 30, 2004  
**SUBJECT:** Request for Proposal (RFP) Package – WIA Title I Youth Programs

In compliance with Workforce Investment Act requirements, the New River/Mount Rogers Workforce Investment Board is soliciting proposals from qualified sources to conduct youth programs under Title I of the Act in the counties of **Smyth, Wythe and Bland**.

The documents attached to this memo constitute the official New River/Mount Rogers Workforce Investment Board Request for Proposal format and will become the contract if chosen after evaluation and approval by the Workforce Investment Board.

Proposals are to be submitted in four (4) copies with original signatures to be received **no later than 4:30 p.m. on May 27, 2004**. Proposals will be received at the following location:

New River/Mount Rogers Workforce Investment Board  
6580 Valley Center Drive, Box 23  
Radford, VA 24141

**Proposals received after the deadline will not be considered for funding.**

Technical assistance concerning the Request for Proposal and its submission is available by calling Ronnie Martin at (540) 633-6764.

RM/bl

Attachments

File

# REQUEST FOR PROPOSAL

## PART I

### GENERAL INFORMATION

1. PURPOSE

In compliance with the Workforce Investment Act, the New River/Mount Rogers Workforce Investment Board is soliciting proposals from qualified sources to operate youth programs under Title I of the Act in the counties of Smyth, Wythe and Bland.

The purpose of this activity under WIA is to provide, to eligible youth seeking assistance in achieving academic and employment success, effective and comprehensive activities, which shall include a variety of options for improving educational skill competencies and provide effective connections to employers.

2. DURATION

The program shall commence on July 1, 2004, and be completed no later than June 30, 2005. The WIB reserves the option of extending the contract for one (1) additional year subject to negotiation. This one (1) year contract extension option may be exercised up to three (3) times subject to negotiation. Maximum duration may not exceed four (4) years, which includes all allowable extensions.

3. TYPE OF CONTRACT

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

4. LIMITATION

This Request for Proposal does not commit the New River/Mount Rogers Workforce Investment Board to award a contract or to pay for any costs incurred in the preparation of a proposal to this request, nor to be bound to procure or contract for these services. The Workforce Investment Board reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any or all qualified sources, or to cancel in part or in its entirety this RFP if it is in the best interest of the Workforce Investment Board to do so. The WIB may require the offerors selected to participate in negotiations and to submit any price, technical, or other revisions for their proposals as may result from negotiations.

5. LEGAL STATUS

All non-governmental agencies must provide verification of legal status of the agency.

6. QUALIFICATIONS

Specific information concerning your qualifications, experience, and related accomplishments must be provided. However, elaborate brochures or other materials beyond that sufficient to present an accurate description are not required or desired.

7. PERFORMANCE

Performance specifications contained in Part II are minimum standards for acceptability.

8. STANDARD OF CONDUCT

Once proposals have been submitted and received by the Workforce Investment Board, no proposer is allowed to provide any additional information or to make any contact with any WIB member or CLEO member by phone, e-mail, mail or in person, to solicit support for their proposal or to attempt to discredit the proposal submitted by any other proposer. Any proposer violating this provision will not be considered for funding under this RFP. Data or information may be submitted only if requested by the Workforce Investment Board.

9. EVALUATION CRITERIA

Prospective offerors are advised that the selection of an offeror for contract award is to be made after a careful evaluation of the proposals reviewed by a panel of specialists within the Workforce Investment Board/Youth Council organization. Each panelist will evaluate the proposals for acceptability with emphasis on the various factors enumerated below assigning to that factor a numerical weight. The scores will then be used to select an Offeror or develop a list of offerors with whom negotiations can be conducted if desirable and necessary.

PROPOSAL EVALUATION CRITERIA

- A. The experience and evident capability of the Offeror to perform the work required, the ability to meet the program design specifications, and a satisfactory record of past performance. Must also have technical skills to perform work. 15 points
- B. Demonstrated success:
  - Previous demonstrated success in working with out-of-school youth, including dropouts, with indicators of outcomes that include successful return to and/or completion of education activities, vocational skills training, and entry into unsubsidized employment;
  - Previous document success in providing services to targeted youth groups, including high school dropouts, individuals with disabilities, homeless and runaway youth, youth offenders, and other eligible youth who face serious barriers to employment;
  - Returning dropouts to education programs and the level of success of high school completion;

<ul style="list-style-type: none"> <li>➤ Documented improvements in reading, writing, and/or math skills by basic skill deficient youth;</li> <li>➤ Returning youth who were behind grade level to grade level and/or preventing them from dropping out of the education program;</li> <li>➤ Provision of education and support services to pregnant and parenting youth to allow for school completion;</li> <li>➤ School and work-based learning, including school transition activities that successfully address youth disabilities, including learning disabilities;</li> <li>➤ Programs and activities that have been successful at finding shelter and other support for homeless and runaway youth, while simultaneously providing education and workforce training activities that facilitate return to school or unsubsidized employment, as appropriate;</li> <li>➤ Programs that successfully provided transition activities to youth offenders, including basic education, job specific skills, work prerequisite skills, counseling, and other services necessary to effectively transition from youth institutions to community life and further education or unsubsidized employment.</li> </ul>	15 points
<p>C. Proposal presentation and the degree to which the offeror demonstrates an understanding of the objectives of the RFP, based on the description of program design, implementation, and flow. The creativity, practicality, and probable effectiveness of the program.</p>	15 points
<p>D. Planned program outcome, performance standards, accomplishments, and qualitative content of the program design, including significant segments/target group work and adequate financial resources. The degree to which the proposal attempts to secure additional funding/resources in the community to increase service levels.</p>	15 points
<p>E. Administration, staffing, and the necessary organization, experience, accounting, and operational controls.</p>	5 points
<p>F. Reasonableness of proposal cost.</p>	15 points
<p>G. Reasonableness of planned program goals as a result of program design and the ability to provide services that can lead to the achievement of competency by the clients.</p>	10 points
<p>H. A satisfactory record of integrity, business ethics, and fiscal accountability.</p>	10 points
<p><b>TOTAL 100 points</b></p>	

10. SIGNATURE

The proposal shall be signed only by an official authorized to bind the offeror and is a firm offer for a 120-day period. The proposal shall also provide the following information: name, title, address, and telephone number of individual(s) with authority to negotiate and contractually bind the offeror; and also who may be contacted during the period of proposal evaluation. Documentation of resolution by governing body authorizing the official signing the proposal to legally bind the agency must be obtained prior to the proposal submission and submitted to the Workforce Investment Board prior to the effective date of approved contract.

11. CONTRACT AWARD

The New River/Mount Rogers Workforce Investment Board may award a contract based on offers received without discussion of such offers with the offerors. Therefore, each offer should be submitted in the most favorable terms from a price and technical standpoint which the offeror can make. However, the Workforce Investment Board reserves the right to request additional data, or oral discussion or presentation, in support of written proposals. No additional information will be accepted unless specifically requested by the Workforce Investment Board. A contract shall be awarded only on a basis of the best interest of the Workforce Investment Board, price and other factors being considered. Execution of a contract is contingent upon successful negotiation of the offer and the signing of the contract by all designated parties.

**PROJECTED AVAILABLE FUNDING FOR PROGRAM OPERATIONS**

<b>Smyth County</b>	<b>\$ 99,264</b>
<b>Wythe County</b>	<b>\$ 85,764</b>
<b>Bland County</b>	<b>\$ 33,996</b>
	<hr/>
	<b>\$219,024</b>

Note: Proposers may bid to operate youth programs in one (1) or more of the jurisdictions outlined above.

Additionally, 40% of funds must be expended on out-of-school youth.

PART II  
SPECIFICATIONS

1. GENERAL

The purpose of the RFP is to solicit operators to provide youth services in the counties of Smyth, Wythe and Bland leading to the attainment of skills, competencies, employment or educational attainment based on needs of the clients served.

2. ELIGIBILITY FOR YOUTH SERVICES

An eligible youth is an individual who:

- a. Is age 14 through 21;
- b. Is a low income individual; and
- c. Is within one or more of the following categories: (as defined here-in)
  - Deficient in basic literacy skills;
  - School dropout;
  - Homeless, runaway, or foster child;
  - Pregnant or parenting;
  - Offender; or
  - Is an individual (including a youth with a disability who requires additional assistance to complete an educational program, or to secure and hold employment).

In addition to the above listed criteria, all youth applying for services must meet these additional programmatic requirements:

- Must have complied with the requirements of the Military Selective Service Act by providing documentation to demonstrate compliance with those requirements.
- Be lawfully eligible to work in the United States.

An eligible youth who requires additional assistance to complete an educational program, or to secure and hold employment, means, an individual who **meets at least one of the following target group requirements:**

Deficient in basic literacy skills,  
A school dropout,  
Homeless, a runaway, or a foster child,  
Pregnant or a parent, or  
An offender, **and is either**

Enrolled in an eligible education program, but also requires additional assistance beyond that offered by the service provider in order to complete the activity or program; or

An eligible youth who is near the point of being ready for a job or employment, but requires additional assistance under Title I to acquire or retain a job. The additional requirements in each instance will be specified by the educational program operator to avoid failure in the program, a prospective employer to avoid failure in obtaining a specific job, or a present employer to prevent an employed youth from losing employment.

An eligible youth who requires additional assistance to complete an educational program, or to secure and hold employment, means an individual who is:

Enrolled in an eligible education program, but also requires additional assistance beyond that offered by the service provider in order to complete the activity or program; or

An eligible youth who is near the point of being ready for a job or employment, but requires additional assistance under Title I to acquire or retain a job.

The additional requirements will be specified by the educational program operator to avoid failure in the program, a prospective employer to avoid failure in obtaining a specific job, or a present employer to prevent an employed youth from losing employment.

These additional requirements must be documented in the youth's individual service strategy.

Up to **five percent** of the youth participants served by youth programs may be individuals **who do not meet the income criteria for eligible youth**, providing that they are in one or more of the following groups **and prior written approval is received from WIB Staff**:

School dropouts;  
Basic skills deficient;  
Are one or more grade levels below the grade level appropriate to the individual's age;  
Pregnant or parenting;  
Possess one or more disabilities, including learning disabilities;  
Homeless or runaway;  
Offender; or  
Face serious barriers to employment as identified by the local Board and established in a local Youth policy.

A disabled youth whose family does not meet the income eligibility criteria under the Act may be eligible for services as a "low income individual" if an individual's own income:

Meets the income criteria established at WIA Section 101, (25)(B); **or**  
Meets the income eligibility criteria for cash payments under any Federal, State or local public assistance program.

A youth attending "an alternative school" is not a "dropout" under the Workforce Investment Act.

The following definitions are applicable to the eligibility for youth services under WIA:

Low income individual – The term “low income individual” means an individual who —

- A. Receives or is a member of a family that receives cash payments under a Federal, State or local income-based public assistance program;
- B. Received an income or is a member of a family that received a total family income, for the 6-month period prior to application for the program involved (exclusive of unemployment compensation, child support payments, cash payments under a Federal, State or local income-based public assistance program; and old-age and survivors insurance benefits received under Section 202 of the Social Security Act that, in relation to family size, does not exceed the higher of —
  - The poverty line, or an equivalent period; **or**
  - 70 percent of the lower living standard income level, for an equivalent period;
- C. Is a member of a household that receives (or has been determined within the 6-month period prior to application for the program involved to be eligible to receive) food stamps pursuant to the Food Stamp Act;
- D. Qualifies as a homeless individual, as defined by in subsections (a) and (c) of section 103 of the Stewart B. McKinney Homeless Assistance Act;
- E. Is a foster child on behalf of whom State or local government payments are made; or
- F. In cases permitted by regulations promulgated by the Secretary of Labor, is an individual with a disability whose own income meets the requirements of a program described in (A) receives or is a member of a family that receives, cash payments under a Federal, State or local income-based public assistance program; or of (B) received an income or is a member of a family that received a total family income, for the 6-month period prior to application for the program involved (exclusive of unemployment compensation, child support payments, cash payments under a Federal, State or local income-based public assistance program; and old-age and survivors insurance benefits received under Section 202 of the Social Security Act that, in relation to family size, does not exceed the higher of —
  - The poverty line, for an equivalent period; or
  - 70 percent of the lower living standard income level, for an equivalent period.

Basic Skills Deficient – the term “basic skills deficient” means, with respect to the individual, that the individual has English reading, writing, or computing skills at or below the 8<sup>th</sup> grade on a generally accepted standardized test or a comparable score on a criterion-referenced test.

Offender – the term “offender” means any adult or juvenile –  
Adult – (Older Youth, ages 19-21) Juvenile – (Younger Youth, ages 14-18)

- a. process, for whom services under this Act may be beneficial; or
- b. who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.

Out-of-School-Youth – the term “out-of-school” means —

- a. an eligible youth who is a school dropout; or
- b. an eligible youth who has received a secondary school diploma or its equivalent but is basic skills deficient, unemployed or under employed.

School Dropout – the term “school dropout” means an individual who is no longer attending any school and who has not received a school diploma or its recognized equivalent.

Participant – the term “participant” means an individual who has been determined to be eligible to participate in an who is receiving services (except follow-up services) under a program authorized by Title I of the Workforce Investment Act.

Participation shall be deemed to commence on the first day, following determination of eligibility, on which the individual began receiving subsidized employment, training or other services provided under Title I of the Workforce Investment Act.

Older Youth – the term “older youth” means an individual who is between the ages of 19 and 21 on the date of application.

Younger Youth – the term “younger youth” means an individual who is between the ages of 14 and 18 on the date of application.

Pregnant or parenting – the term “pregnant or parenting” means an individual who is under 22 years of age and who is pregnant, or a youth (male or female) who is providing custodial care for one or more dependents under age 18.

Runaway Youth – the term “runaway youth” means an individual under the age of 18 years of age who absents himself or herself from home or place of legal residence without the permission of parents or legal guardian.

Homeless – the term “homeless” means an individual who lacks a fixed, regular, and adequate nighttime residence; and who has a primary nighttime residence that is:

A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including congregate shelter, and transitional housing for the mentally ill);

An institution that provides a temporary residence for individuals intended to be institutionalized; or

A public or private place not designated for, or ordinarily used as, a regular sleeping accommodation for human beings.

Note: This does not include a person who is imprisoned or detained pursuant to an Act of Congress or State law.

Unemployed – the term “unemployed” means an individual who, during the 7 consecutive days prior to registration, did any work at all as a paid employee, in his or her own business, profession or farm, worked 15 hours or more as an unpaid worker in an enterprise operated by a member of the family, or is one who was not working, but has a job or business from which he or she was temporarily absent because of illness, bad weather, vacation, labor-management dispute, or personal reasons, whether or not paid by the employer for time off, and whether or not seeking another job.

One or more grade levels below the grade level appropriate to the individual’s age: means an individual whose grade level achievement level is below the individual’s age. (For example: a youth is age 16 and is reading at the 7<sup>th</sup> grade level.)

### 3. SCOPE OF WORK

All planned activities must be in compliance with allowable youth activities as contained in State Policy 00-5, “Youth Programs under Title I of the Workforce Investment Act.”

### 4. YOUTH PROGRAM DESIGN, ELEMENTS AND PARAMETERS

Local youth programs must be designed and built around the following framework:

Provide an objective assessment of the academic levels, skill levels, and service needs of each participant.

This assessment shall include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes (including interests and aptitudes for nontraditional jobs), supportive service needs, and developmental needs of such youth, except that a new assessment of a youth is not required if the provider carrying out such a program determines it is appropriate to use a recent assessment of the youth conducted as part of another education or training program; and includes a review of the academic as well as the services needs, of each youth.

For purposes of this section:

**Recent Assessment** means any assessment conducted **within the last 6 months** by an education or training program; and includes a review of the academic as well as the services needs, of each youth.

Develop the necessary service strategies appropriate for each youth that identifies an employment goal (including participation in nontraditional employment opportunities), achievement objectives, and services for the participant utilizing the results of an objective assessment process, except that a new service strategy for a

youth is not required if the provider carrying out such a program determines it is appropriate to use a recent service strategy developed for the youth under another education or training program; **and**

For purposes of this section:

**Recent service strategy** means any service strategy developed **within the last 6 months** by an educational or training program; and includes a review of the academic as well as the services needs of each youth.

Provide —

Preparation for postsecondary educational opportunities, in appropriate cases;

Strong linkages between academic and occupational learning;

Preparation for unsubsidized employment opportunities, in appropriate cases; and

Effective connections to intermediaries with strong links to:

The job market; and

Local and regional employers.

The following ten program elements shall be available to all youth; however, the services provided to each youth must meet that individual's needs and be based on the results of an objective assessment and individual service strategy:

Tutoring, study skills training, and instruction, leading to completion of secondary school, including dropout prevention strategies:

Alternative secondary school services;

Summer employment opportunities that are directly linked to academic and occupational training;

Paid and unpaid work experiences, including internships and job shadowing;

Occupational skill training;

Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social behaviors during non-school hours;

Supportive services;

Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months;

Follow-up services for not less than 12 months after the completion of participation, as appropriate; and

Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.

## Additional Requirements —

Information and Referrals— the participant or applicant who meets the minimum income criteria to be considered an eligible youth must be provided with —

Referral to appropriate training and educational programs that have the capacity to serve the participant or applicant either on a sequential or concurrent basis.

For applicants not meeting the enrollment requirements —

An eligible applicant who does not meet the enrollment requirements of the particular program or who cannot be served shall be referred for further assessment, as necessary, and referred to appropriate programs to meet the basic skills and training needs of the applicant.

Involvement in Design and Implementation —

Parents, participants, and other members of the community with experience relating to programs for youth are involved in the design, implementation and evaluation of the programs described in the local plan.

## 5. PRIORITY OF SERVICE

At a minimum, 40 percent of the local workforce area youth funds shall be used to provide youth activities to out-of-school youth.

Not more than 5 percent of the youth participants assisted in each local area may be individuals who do not meet the minimum income criteria to be considered eligible youth, if such individuals are within one or more of the following categories:

Individuals who are school dropouts;

Individuals who are basic skills deficient;

Individuals with educational attainment that is one or more grade levels below the grade level appropriate to the age of the individuals;

Individuals who are pregnant or parenting;

Individuals with disabilities, including learning disabilities;

Individuals who are homeless or runaway youth;

Individuals who are offenders; or

Other eligible youth who face serious barriers to employment as identified by the local workforce investment board and reflected in a youth policy statement.

## 6. SUPPORTIVE SERVICES FOR YOUTH

Supportive services may include the following:

Linkages to appropriate community services;

Assistance with child care and dependent care costs;

Assistance with housing costs;

Referrals to medical services; and

Assistance with uniforms or other appropriate work attire and work-related tool costs, including such items as eyeglasses and protective eye gear.

Other supportive services as may be approved by the Workforce Investment Board.

## 7. FOLLOW-UP SERVICES FOR YOUTH

Follow-up services for youth may include:

Leadership development and supportive services;

Leadership development activities include the following:

Exposure to postsecondary educational opportunities;

Community and service learning projects;

Peer-centered activities, including peer mentoring and tutoring;

Organizational and teamwork training, including team leadership training;

Training in decision-making, including determining priorities;

Citizenship training, including life skills training such as parenting, work behavior training, and budgeting of resources;

Employability; and

Positive social skills.

Positive social skills – the term “positive social skills” means those soft skills that may be incorporated into local programs as part of a menu of services. These skills may include:

Positive attitudinal development;

Self-esteem building;

Cultural diversity training; and

Work simulation activities.

Regular contact with a youth participant’s employer, including assistance in addressing work-related problems;

Assistance in securing better paying jobs, career development and further education;

Work-related peer support groups;

Adult mentoring; and

Tracking the progress of youth in employment after training.

All youth participants must receive some form of follow-up services for a minimum duration of 12 months. Follow-up services beyond the 12-month minimum are at the discretion of the local Board and should be reflected in a local youth policy. Services beyond the 12-month period should be based on the needs of the individual youth. (Excluding Special Projects and Youth Initiatives.)

#### 8. WORK EXPERIENCES FOR YOUTH

Work experiences are planned structured learning experiences that take place in a workplace for a limited period of time. These activities are designed to provide youth with exposure to working world and the demands and requirements of going to work. These experiences should assist youth in gaining the necessary personal attributes, knowledge, and skills needed to obtain a job and advance in employment.

These experiences may be paid or unpaid.

Work experience workplaces may be in the private, for-profit sector; the non-profit sector, or the public sector.

Participation in work experience activities, as with any other activity funded under WIA, should be based on the needs identified by the objective assessment of the individual youth participant and documented in the youth's individual service strategy.

#### 9. PROCUREMENT REQUIREMENTS

All required program elements not directly provided by the Youth Services Program Operator must be competitively procured. This includes, but not limited to, occupational skills training, tutoring, and supportive services. Documentation of all competitive procurement activities must be maintained on site and are subject to verification during annual compliance monitoring reviews conducted by Workforce Investment Board staff.

#### 10. CONCURRENT ENROLLMENT FOR YOUTH

For purposes of WIA, eligible youth are 14 through 21 years of age. Adults are defined as individuals 18 and older. Individuals 18 through 21 may be eligible for both adult and youth programs.

Eligible individuals who are 18 through 21 years old may concurrently participate in adult and youth programs. These individuals must meet the eligibility requirements of both the youth and adult programs applicable to the services they are receiving.

## 11. APPLICABILITY OF INDIVIDUAL TRAINING ACCOUNTS (ITA) FOR YOUTH

Individuals aged 18 and older may be eligible for training services under adult and dislocated worker programs, and may receive an Individual Training Account through the One-Stop system programs. To the extent possible, all youth participants should be involved in the selection of educational and training activities.

## 12. SUMMER EMPLOYMENT PROGRAMS

Summer employment opportunities that link academic and occupational learning as one part of the comprehensive local program design, which includes following program elements, are required to be provided:

Tutoring, study skills training, and instruction, leading to completion of secondary school, including dropout prevention strategies;

Alternative secondary school services;

Summer employment opportunities that are directly linked to academic and occupational learning;

Paid and unpaid work experiences, including internships and job shadowing;

Occupational skill training;

Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social behaviors during non-school hours;

Supportive services;

Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months;

Follow-up services for not less than 12 months after the completion of participation, as appropriate; and

Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.

Summer programs under WIA are not intended to be standalone programs. Rather, the summer program is part of a comprehensive service strategy for addressing youth employment and training needs. Youth, who participate in summer employment opportunities, must be provided a minimum of 12-month follow-up services.

### 13. ONE-STOP SERVICES TO YOUTH

Connections between local youth programs and the local One-Stop system should be developed to accommodate older youth and facilitate:

The coordination and provision of youth activities;

Linkages between the job market and employers;

Access for eligible youth to information and services, to include:

Tutoring, study skills training, and instruction, leading to completion of secondary school, including dropout prevention strategies;

Alternative secondary school services;

Summer employment opportunities that are directly linked to academic and occupational learning;

Paid and unpaid work experiences, including internships and job shadowing;

Occupational skill training;

Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social behaviors during non-school hours;

Supportive services;

Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months;

Follow-up services for not less than 12 months after the completion of participation, as appropriate; and

Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.

Other activities designed to achieve the purposes of the youth programs in the local areas.

One-Stop services for non-eligible youth must be funded by programs that are authorized to provide services to these youth. For example, basic labor exchange services under Wagner-Peyser Act may be provided to any youth.

### 14. LEVEL OF SERVICE

The New River/Mount Rogers Workforce Investment Board will negotiate the level of activities to insure that area-wide we are in compliance with all Federal and State requirements.

## 15. YOUTH PERFORMANCE REQUIREMENTS

Under WIA there are seven required core performance measures for youth. Four of these measures apply to older youth (ages 19-21): entered employment, retention in employment, earnings change, and credential attainment rate. The other three measures apply to younger youth (ages 14-18): skill attainment rate, diploma and equivalent attainment rate, and retention rate (refers to retention in employment, postsecondary education, military, qualified apprenticeship, or advanced training). The core performance measures for youth have been defined to reflect the comprehensive services, linkages between summer activities to academic and occupational learning, flexibility of program design, and continuum of services that are called for under the WIA.

### Older Youth (age 19-21) Core Performance Measures:

#### **Older Youth Entered Employment Rate – 75%**

Of those who are not employed at registration and do not move on to postsecondary education or advanced training:

Number of older youth who have entered employment by the end of the first quarter after exit divided by the number of older youth who exit during the quarter;

#### **Older Youth Employment Retention Rate at Six Months – 85%**

Of those who are employed at registration or in the first quarter after exit and who do not move on to postsecondary education or advanced training:

Number of older youth who are employed in the third quarter after exit divided by the number of older youth who exit during the quarter;

#### **Older Youth Average Earnings Change in Six Months – \$ 2,200**

Of those who are employed at registration or in the first quarter after exit and who do not move on to postsecondary education or advanced training:

Total post-program earnings (earnings in quarter 2 + quarter 3 after exit) minus pre-program (earnings in quarter 2 + quarter 3 prior to registration) divided by the number of older youth who exit during the quarter;

#### **Older Youth Employment and Credential Rate – 60%**

Number of older youth who are in employment or postsecondary education or advanced training by the end of the first quarter after exit and received a credential by the end of the third quarter after exit divided by the number of older youth who exited during the quarter.

## Younger Youth (age 14-18) Core Performance Measures:

### **Skill Attainment Rate – 80%**

Total number of basic skills goals attained by younger youth plus the number of work readiness skills goals attained by younger youth plus the number of occupational skills goals attained by younger youth divided by the total number of basic skills goals plus the number of work readiness skills plus the number of occupational skills;

### **Diploma or Equivalency Attainment Rate – 60%**

Of those who register without a diploma or equivalent:

Number of younger youth who attained secondary school diploma or equivalent during the quarter divided by the number of younger youth who did not attain a diploma or equivalent and who exited during the quarter (except those still in secondary school) plus younger youth who have attained a diploma or equivalent during the quarter;

### **Retention Rate – 60%**

Number of younger youth found in one of the following in the third quarter following exit: postsecondary education, advanced training employment, military service, or qualified apprenticeships divided by the number of younger youth who exited during the quarter (except those still in secondary school).

## Appropriate Youth Performance Measures for Youth

A youth must be included in the set of measures that applies based on their age at registration (i.e. if a youth is between the ages of 14 and 18 at registration, they will be included in the younger youth measures and a youth between the ages of 19 and 21 at registration will be included in the older youth measures) regardless of how old the participant is at exit.

## 16. LINKAGES TO PARTNER SERVICES

To encourage integration of services across programs (WIA Title I funded and non-Title I funded) and recognize shared contributions toward outcomes, the following strategy for tracking and reporting on the core measures across programs will be used. WIA Title I funded youth programs can count participants, who receive services provided by non-WIA Title I funded school-to-work (i.e. schools) and one-stop partner programs in the WIA core measures as long as the individual has been registered for WIA Title I youth services (all individuals receiving youth services will be registered) and:

- a. is concurrently receiving WIA Title I funded youth services while receiving partner services;
- b. is scheduled to receive WIA Title I funded youth services a future date while receiving partner services or upon exit of the partner services; or

- c. moves partner services, and can be tracked while receiving and upon exit of partner services.

Tracking youth across WIA Title I and non-WIA Title I programs can be more effectively implemented in communities with strong school-to-work partnerships linking schools to workforce investment services.

## 17. WHEN TO COUNT OUTCOMES

All of the core measures for youth are assessed at the time a youth exits except the younger youth skill attainment rate. For that measure, positive outcomes are recorded as they occur. The youth has one year from the anniversary of the date the goal was set to achieve the goal.

For the exit-based measures, outcomes are determined when the individual leaves the program (i.e. exit). The following definition of “exiter” has been developed to determine when to count an individual in a specified reporting period.

Exiter is defined as: a customer who has an inactivation or termination date within the quarter (hard exit date) or who does not receive any WIA funded or non-WIA funded partner services for 90 days and is not scheduled for future services except follow-up services (soft exit date). Participants may have a gap in service greater than 90 days and be excluded from the core measures due to health/medical conditions and delays before training begins. Once a participant has not received any WIA services scheduled (or there is no planned gap in services), then that participant has exited for the purposes of measurement in the exit-based measures.

## 18. SETTING APPROPRIATE GOAL(S)

Within the skill attainment rate, three types of skills are being assessed within this one measure: basic skills, work readiness skills, and/or occupational skills. All younger youth who are determined basic skills deficient (defined as, an individual who has English reading, writing, or computing skills at or below the 8<sup>th</sup> grade level on a generally accepted standardized test or a comparable score on a criterion-referenced test) must have a basic skills goal that will be held accountable to the skill attainment rate. In addition, to that basic skills goal, the participant may also have a work readiness and/or occupational skills goal. If the participant is not basic skills deficient and therefore does not have a basic skills goal, the individual must have a work readiness and/or occupational skills goal if they are an in-school youth. If the participant is an out-of-school youth (not in need of basic skills), it is the local option whether or not a work readiness goal and/or occupational skills is necessary. In the example of a younger youth who only participates in the summer activity, exits, and returns to secondary school following the summer activity, if that participant is not deemed to be basic skills deficient, then a work readiness skills goal would be most appropriate for that youth. These work readiness skills could be tied to their summer youth experience in order to make it feasible to attain such a goal. If the participant is basic skills deficient, they must have a basic skills goal and it would be more appropriate to continue to serve such a participant beyond their summer experience.

19. TIMING OF SKILL ATTAINMENT MEASURE

For those youth who will have skill attainment goals, at least one goal must be set upon initial assessment of the participant. Once the goal is set, the participant has up to a year to achieve each goal set. Attainment of a goal is counted as it is achieved (i.e., goal attainment counted in the quarter in which the goal was achieved). If the goal is not achieved by the one-year anniversary of the date the goal was set, the failure is counted in the quarter of the anniversary date. New goals may be set as initial goals are achieved; however, each participant is allowed only three goal attainments each year. Participants may have any combination of the three types of skill goals (three skill goals in the same category, two skill goals in one category and one skill goal in another, or one skill goal in each category, etc.).

20. COORDINATION OF RESOURCES/SERVICES

All program activities must be coordinated with available resources to insure proper utilization of available resources/services and non-duplication of available services. Proposal must reflect efforts made by the proposer to attempt to secure additional funding/resources in the community to increase service levels to participants.

21. HANDICAPPED ACCESSIBILITY

All offerors must ensure that their facilities comply with all provisions and requirements as contained in the Americans with Disabilities Act. Additionally, offerors must ensure compliance with the access checklist for disabilities as contained in State Policy #00-9.

22. SIGNIFICANT SEGMENT SERVICE LEVELS

In-school youth served —	60%
Out-of-school youth served —	40%

23. COST SPECIFICATIONS

All costs associated with the delivery of program services are program costs either operational or non-operational. The average cost per participant to be served cannot exceed \$5,000.

24. BONDING

All proposers must have in place a current, in force, fidelity bond in order to be considered for the awarding of a contract. Coverage will be in the sum of \$100,000. Once contracts are awarded, the face value of the bond must be at least the total of all WIA contracts awarded or \$100,000 whichever is less.

## 25. LIABILITY INSURANCE

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

## 26. AREAS OF SERVICE

Smyth, Wythe and Bland Counties

## 27. PROPOSAL FORMAT

- a. Proposal Summary Form(s)
- b. Proposal and award sheet
- c. Contract Performance and Statement of Work Responsibilities Form
- d. Certification Regarding Indemnification
- e. Certification Regarding Drug-Free Workplace
- f. Certification Regarding Debarment/Suspension
- g. Certification Regarding Lobbying
- h. Certification Regarding Compliance with Nondiscrimination and Equal Opportunity Laws and Regulations
- i. Offeror's Standard Information
- j. Statement of Work
- k. Budget Information
- l. General Provisions

PART III  
PROPOSAL PACKAGE

- a. Proposal Summary Form
- b. Proposal and Award Sheet
- c. Contract Performance and Statement of Work Responsibilities Form
- d. Certification Regarding Indemnification
- e. Certification Regarding Drug-Free Workplace
- f. Certification Regarding Debarment/Suspension
- g. Certification Regarding Lobbying
- h. Certification Regarding Compliance with Nondiscrimination and Equal Opportunity Laws and Regulations
- i. Offeror's Standard Information
- j. Statement of Work
- k. Budget Information
- l. General Provisions



# PROPOSAL AND AWARD SHEET

1. ISSUING ACTIVITY: New River/Mount Rogers Workforce Investment Board  
For: WIA #2

2. SEND TO: New River/Mount Rogers Workforce Investment Board  
6580 Valley Center Drive, Box 23  
Radford, VA 24141

3. PROGRAM: WIA Title I Youth Activities

4. SOLICITATION NO.:

5. DATE ISSUED: 4/30/04

6. CONTRACT NO.:

7. DURATION: FROM July 1, 2004 TO June 30, 2005

## GENERAL SOLICITATION REQUIREMENTS

1. Sealed offers must be returned to the address noted above in Block No. 2 no later than **4:30 p.m.** on **May 27, 2004**.
2. All offers are subject to compliance with items listed in the schedule below.

## SCHEDULE

- |                                   |                                  |
|-----------------------------------|----------------------------------|
| I. Certifications                 | IV. Budget Information           |
| II. Offerors Standard Information | V. Special Terms and Conditions  |
| III. Statement of Work            | VI. General Terms and Conditions |

8. TYPE OF ORGANIZATION: (Check ones appropriate):

<input type="checkbox"/> Proprietorship	<input type="checkbox"/> Local Govt. Agency	<input type="checkbox"/> Non-profit	<input type="checkbox"/> Other (Specify)
<input type="checkbox"/> Partnership	<input type="checkbox"/> State Govt. Agency	<input type="checkbox"/> Minority Owned	_____
<input type="checkbox"/> Corporation	<input type="checkbox"/> Profit-making	<input type="checkbox"/> Small Business	_____

## OFFER

The undersigned offers and agrees to furnish and abide by all items listed in the Schedule and the price offered within the time specified. This offer is firm for 120 days.

9. OFFEROR (LEGAL NAME AND ADDRESS):

10. TYPED NAME AND TITLE OF PERSON AUTHORIZED TO SIGN CONTRACT:

PHONE NO.: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

11. AWARDED WITH FOLLOWING STIPULATION(S):

## CONTRACT FUNDING SUMMARY

12. CONTRACT PY 04 TITLE I Youth

13. INITIAL AWARD AMOUNT: \$ \_\_\_\_\_

Period: From 7/1/04 To 6/30/05

NOTE: Should additional funds become available during the program year, Program Operator is entitled to consideration of such additional monies. This is not a guarantee of additional funding but only an option that may be exercised by the Workforce Investment Board. Contractor is initially authorized to expend no more than 50% of approved funding. The balance of approved funding will be authorized sometime after December 1, 2004.

14. WIB EXECUTIVE DIRECTOR:

15. WORKFORCE INVESTMENT BOARD CONCURRENCE:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE OF CHAIRPERSON

**CONTRACT PERFORMANCE AND STATEMENT OF WORK RESPONSIBILITIES**

In acceptance of program funding, I agree to provide/comply with the following:

1. Client Outreach/Recruitment
2. Client Suitability Determination
3. Initial Assessment/Referral for Certification
4. Objective Assessment
5. Development and implementation of an Individual Service Strategy
6. Documented counseling contacts
7. Proper completion and maintenance of applicable required program documentation forms.
8. Reporting for reimbursement only allowable expenditures contained in approved contract budget
9. Adhere to all performance standards as specified in the RFP and contained herein.
10. Specific training/services activities and components to be provided are outlined below. Activities are a part of overall program operations but all activities are not applicable to all clients. Client participation in specific activities will be based on each individual client's objective assessment and Individual Service Strategy.

- A. \_\_\_\_\_
- B. \_\_\_\_\_
- C. \_\_\_\_\_
- D. \_\_\_\_\_
- E. \_\_\_\_\_
- F. \_\_\_\_\_
- G. \_\_\_\_\_
- H. \_\_\_\_\_
- I. \_\_\_\_\_
- J. \_\_\_\_\_
- K. \_\_\_\_\_
- L. \_\_\_\_\_

11. Adherence to specifications contained in the following:

- A. General Provisions
- B. Workforce Investment Act
- C. All Applicable Federal/State Policies
- D. All Applicable WIB Policies

We the undersigned agree to abide by the terms and conditions outlined above and changes are acceptable only if mutually agreed to by way of a signed contract modification.

\_\_\_\_\_  
AGENCY REPRESENTATIVE

\_\_\_\_\_  
WIB STAFF REPRESENTATIVE

I. CERTIFICATIONS

- A. Certification Regarding Indemnification
- B. Certification Regarding Drug-Free Workplace Requirements
- C. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- D. Certification Regarding Lobbying
- E. Certification Regarding Compliance with Nondiscrimination and Equal Opportunity Laws and Regulations

## **CERTIFICATION REGARDING INDEMNIFICATION**

It is understood by the agency and signatory for the receiving agent that, hereafter, they will accept responsibility for the funds and their program. It is understood that each receiving agency is responsible for adhering to the rules/regulations promulgated by the Workforce Investment Act, U.S. Department of Labor, Virginia Employment Commission, and New River/Mount Rogers Workforce Investment Board in the performance of their contract.

With this understanding of responsibility, all WIA contractors will account for all Federal funds, WIA property and program income, if generated. The receiving agency hereby agrees to indemnify, reimburse and save harmless the New River/Mount Rogers Workforce Investment Board and Chief Local Elected Officials, for any mistakes, errors of judgments, malfeasance, theft, or other actions by the receiving agency or their staff which result in disallowed cost.

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Name of Agency

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Name and Title of Authorized Representative

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Signature of Authorized Representative

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Date

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## Certification Regarding Drug-Free Workplace Requirements

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

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

- A. The prospective grantee certifies that it will provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing a drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - (1) Abide by the terms of the statement, and
    - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2), with respect to any employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted.
  - (1) Taking appropriate personnel action against such an employee up to and including termination; or
  - (2) 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.
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below, or include as a separate attachment, a listing of the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, and zip code)

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Name of Organization

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Name and Title of Authorized Representative

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Signature of Authorized Representative

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Date

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

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Name and Title of Authorized Representative

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Signature of Authorized Representative

Date

## ***INSTRUCTIONS FOR CERTIFICATION***

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

# CERTIFICATION REGARDING LOBBYING

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## Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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Grantee/Contractor Organization

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Name of Certifying Official

Signature

Date

## ***INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES***

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

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

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
  - (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10.(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

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



DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_ of

Authorized for Local Reproduction  
Standard Form - LLL-A

**CERTIFICATIONS REGARDING COMPLIANCE WITH NONDISCRIMINATION  
AND  
EQUAL OPPORTUNITY LAWS AND REGULATIONS**

**Certification of Contracts, Grants, Loans, and Cooperative Agreements**

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

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

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

Signature of Authorized Certifying Official	Title
Applicant Organization	Date Submitted

**\* NOT REQUIRED TO BE SUBMITTED FOR ORGANIZATIONS WHO ARE CURRENTLY UNDER CONTRACT WITH THE WORKFORCE INVESTMENT BOARD.**

### **OFFEROR'S STANDARD INFORMATION**

One copy of the following information regarding the offeror's agency must be submitted. Number your responses to correspond with the numbers here:

1. Name, title, address, and telephone number of person(s) with authority to negotiate and contractually bind the offeror.
2. Name, title, and telephone number of person(s) who may be contacted during the period of proposal evaluation.
3. If your organization is a corporation, a Certificate of Incorporation must be submitted with the proposal. If the certificate is over 30 years old, then the proposer must also submit a copy of the latest annual report for the State Corporation Commission. For all other non-governmental organizations, it is necessary for the proposer to submit a signed, notarized affidavit which specifies how the business is organized (partnership or proprietorship). If not a partnership or proprietorship, then the organization must be explained. For governmental organizations, no certification of legal status is necessary.
4. If your organization claims non-profit status, evidence of the non-profit status must be submitted.
5. Provide a brief synopsis of your experience relating to this program.
6. Briefly describe your organization and related administrative structure. An organizational chart of the program staff with an explanation of the minimum qualifications and responsibilities for each non-clerical position must be submitted.

7. Describe the financial management system that your agency operates. In answering this part, be sure to include the following in your reply:
  - a. Type of accounting system: cash or accrual
  - b. List of subsidiary books and registers that are maintained
  - c. What your accounting month is (example: calendar month of 16th-15th)

Describe the internal control procedures currently in force to safeguard all monies and property (example: blank checks kept in locked safe with limited access by duly-authorized individuals). Also, list the name, title, address, and telephone number of the individual who will be responsible for the accounting functions of the proposed contract.

8. Offerors must include a copy of their employee grievance procedure.
9. All proposers must have in place a current, in force, fidelity bond in order to be considered for the awarding of a contract. Coverage will be in the sum of \$100,000. Once contracts are awarded, the face value of the bond must be at least the total of all WIA contracts awarded or \$100,000, whichever is less.
10. All proposers must have in force and produce documentation of coverage necessary to cover any disallowed cost that may result from their activities under the Workforce Investment Act. This requirement applies only if a contract is awarded.
11. List all job titles and job descriptions of any position funded by this contract. This includes positions funded totally or in part by this contract.
12. For proposers leasing office space, a copy of the lease is required to be submitted. The lease must specify, at a minimum, space to be leased and square footage cost of leased space. Documentation of the reasonableness of square footage cost must be submitted.

For agencies occupying agency-owned space which is not being leased, a statement must be submitted specifying the agency space being contributed to WIA staff for the operation of the program. At a minimum, this must include square footage contributed and the number of individual offices/rooms occupied for WIA purposes.

**STATEMENT OF WORK**  
**TITLE I YOUTH ACTIVITIES**

The Statement of Work will describe how the offeror proposes to meet the specifications described in the Request for Proposal (RFP) Part II. Number your responses to correspond to the numbers here. If an item is not applicable, write "NA" next to the appropriate number. Responses must be in statement form.

1. Identify the type(s) of program(s) being proposed.
2. Provide a detailed description of proposed program activities, including justification and documentation. All objective assessment processes, including development of an Individual Service Strategy, must be addressed. Program activities must be justified by the Objective Assessment and Individual Service Strategy. Proposal must reflect the availability of all required Youth Program elements to all clients being served as well as adherence to all program requirements as contained in **Part II** of this RFP.
3. Complete a Flowchart to illustrate how a participant will proceed through the proposed Youth activities, and how clients will avail themselves of the required program elements. Provide a narrative description of the Flowchart.
4. Describe the proposed supportive services to be offered participants including the method used to determine need, if applicable; if not, respond with "NA."
5. Provide a description of the participant outreach/recruitment process.
6. Describe the target groups and the significant segments to be served.
7. Describe how the program adheres to the performance standards as outlined in **Part II** of the specifications.
8. Describe how proposed program activities adhere to the Youth portion of the Strategic Plan.
9. Indicate how the program will be promoted to the public and area businesses.
10. Describe the non-WIA resources utilized to provide additional services to participants. Describe efforts made to secure additional funding/resources in the community to increase service levels to participants.
11. State the geographic area to be served.

Provide a statement indicating that your agency will comply with the General Provisions as contained in this package and all changes thereto.

## BUDGET DATA

### COST REIMBURSEMENT CONTRACTS

Contract No. \_\_\_\_\_  
Modification No. \_\_\_\_\_  
Date: \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

	<b>% of Total</b>	<b>Amount</b>
1. Program Costs Operational		\$
2. Program Costs Non-operational		\$
<b>TOTAL CONTRACT AMOUNT</b>		\$

**PROGRAM COSTS**

CONTRACTOR \_\_\_\_\_  
CONTRACT NO. \_\_\_\_\_  
MODIFICATION NO. \_\_\_\_\_  
DATE \_\_\_\_\_

I. PROGRAM COSTS OPERATIONAL

A. Personal Services (From Staff Worksheet) \$ \_\_\_\_\_

B. Fringe Benefits (Staff) \_\_\_\_\_

C. Travel \_\_\_\_\_

D. Communications \_\_\_\_\_

E. Utilities \_\_\_\_\_

F. Materials/Supplies \_\_\_\_\_

G. Insurance \_\_\_\_\_

H. Contractual Services (Specify) \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

I. Leases/Rentals \_\_\_\_\_

J. Equipment \_\_\_\_\_

K. Miscellaneous \_\_\_\_\_

1. Advertising \_\_\_\_\_

2. Reproduction \_\_\_\_\_

3. Other (Specify) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PROGRAM COSTS OPERATIONAL SUBTOTAL**

\$ \_\_\_\_\_

## PROGRAM COSTS (NON-OPERATIONAL)

### II. Work Experience

1. Participant Personal Services	\$	
2. Participant Fringe Benefits		
WORK EXPERIENCE SUBTOTAL		\$

### III. Occupation Skills Training

A. Tuitions/Fees	\$	
B. Books/Supplies		
C. Other (Specify)		
_____	\$	
_____		
_____		
OCCUPATIONAL SKILLS TRAINING SUBTOTAL		\$

### IV. Tutoring/Study Skills

		\$

### V. Internships/Job Shadowing

1. Participant Personal Services	\$	
2. Participant Fringe Benefits		
INTERNSHIPS/JOB SHADOWING SUBTOTAL		\$

### VI. Mentoring

		\$

### VII. Summer Employment Activities

Wages	\$	
Fringe Benefits		
Occupational Skills Training		
Supportive Services		
Mentoring		

Follow-up Services

Other (Specify)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SUMMER EMPLOYMENT ACTIVITIES SUBTOTAL

\$

\_\_\_\_\_

VIII. Follow-up Services

\$

\_\_\_\_\_

IX. Supportive Services (Specify)

1. \_\_\_\_\_

\$

2. \_\_\_\_\_

3. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SUPPORTIVE SERVICES SUBTOTAL

\$

\_\_\_\_\_

X. Other (Specify)

1. \_\_\_\_\_

\$

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

OTHER SUBTOTAL

\$

\_\_\_\_\_

SUBTOTAL NON-OPERATIONAL PROGRAM COSTS

\$

\_\_\_\_\_

TOTAL PROGRAM COSTS

\$

=====

**WORKSHEET**

**FOR**

**PARTICIPANT PERSONAL SERVICES/FRINGE BENEFITS**

CONTRACT NO. \_\_\_\_\_  
 MODIFICATION NO. \_\_\_\_\_  
 DATE \_\_\_\_\_

<b>PERSONAL SERVICES</b>					
	AVERAGE NO. OF JOBS	AVERAGE NO. OF HRS. PER WEEK	AVERAGE NO. OF WEEKS	WAGE RATE	TOTAL WAGES
WORK EXPERIENCE					
Less Lost Time -					
Adjusted Wages					

<b>FRINGE BENEFITS</b>		
WORK EXPERIENCE FRINGE BENEFITS	% OR UNIT COST	AMOUNT
FICA		\$
WORKER'S COMPENSATION		
OTHER (SPECIFY)		
<b>TOTAL</b>		\$

**WORKSHEET**  
**FOR**  
**PARTICIPANT INTERNSHIP**

CONTRACT NO. \_\_\_\_\_  
MODIFICATION NO. \_\_\_\_\_  
DATE \_\_\_\_\_

<b>PERSONAL SERVICES</b>					
	AVERAGE NO. OF JOBS	AVERAGE NO. OF HRS. PER WEEK	AVERAGE NO. OF WEEKS	WAGE RATE	TOTAL WAGES
INTERNSHIP					
Less Lost Time -					
Adjusted Wages					

<b>FRINGE BENEFITS</b>		
INTERNSHIP FRINGE BENEFITS	% OR UNIT COST	AMOUNT
FICA		\$
WORKER-S COMPENSATION		
OTHER (SPECIFY)		
<b>TOTAL</b>		\$

**WORKSHEET**  
**FOR**  
**SUMMER WORK EXPERIENCE**

CONTRACT NO. \_\_\_\_\_  
MODIFICATION NO. \_\_\_\_\_  
DATE \_\_\_\_\_

<b>PERSONAL SERVICES</b>					
	AVERAGE NO. OF JOBS	AVERAGE NO. OF HRS. PER WEEK	AVERAGE NO. OF WEEKS	WAGE RATE	TOTAL WAGES
SUMMER WORK EXPERIENCE					
Less Lost Time -					
Adjusted Wages					

<b>FRINGE BENEFITS</b>		
SUMMER WORK EXPERIENCE FRINGE BENEFITS	% OR UNIT COST	AMOUNT
FICA		\$
WORKER-S COMPENSATION		
OTHER (SPECIFY)		
<b>TOTAL</b>		<b>\$</b>



## YOUNGER YOUTH PROGRAM SUMMARY

CONTRACTOR \_\_\_\_\_  
 CONTRACT NO. \_\_\_\_\_  
 MODIFICATION NO. \_\_\_\_\_  
 DATE \_\_\_\_\_

### Cumulative Enrollment and Termination

	I.	A.	II.	A.	A (I).	B.	III.	IV.	V.
Report Period	Total Participants	Carry-overs	Total Terminations	Positive	Post Secondary Education Advanced Training Employment Military Service Apprenticeship	Non-Positive	Current Participants on Board	Attained Skills Goals	Attained Second. Dip. /Equiv.
1 <sup>st</sup> Qtr. 7-1 to 9-30									
2 <sup>nd</sup> Qtr. 7-1 to 12-31									
3 <sup>rd</sup> Qtr. 7-1 to 3-31									
4 <sup>th</sup> Qtr. 7-1 to 6-30									

RELATIONSHIPS: I – II = III; II A + II B = II

### SIGNIFICANT SEGMENTS CUMULATIVE SUMMARY

Significant Segments	1 <sup>st</sup> Qtr.	2 <sup>nd</sup> Qtr.	3 <sup>rd</sup> Qtr.	4 <sup>th</sup> Qtr.	Significant Segments	1 <sup>st</sup> Qtr.	2 <sup>nd</sup> Qtr.	3 <sup>rd</sup> Qtr.	4 <sup>th</sup> Qtr.
Male					Handicapped				
Female					White (Non-Hispanic)				
14 - 18					Black (Non-Hispanic)				
					Hispanic				
					American Indian and Alaskan Native				
					Asian & Pacific Islander				
					Dropouts				

## OLDER YOUTH PROGRAM SUMMARY

CONTRACTOR \_\_\_\_\_  
 CONTRACT NO. \_\_\_\_\_  
 MODIFICATION NO. \_\_\_\_\_  
 DATE \_\_\_\_\_

Cumulative Enrollment and Termination

	I.	A.	II.	A.	A (1).	B.	C.	III.
Report Period	Total Participants	Carry-overs	Total Terminations	Entered Unsub. Employment	Employed & Received Credentials	Other Positive	Non-Positive	Current Participants on Board
1 <sup>st</sup> Qtr. 7-1 to 9-30								
2 <sup>nd</sup> Qtr. 7-1 to 12-31								
3 <sup>rd</sup> Qtr. 7-1 to 3-31								
4 <sup>th</sup> Qtr. 7-1 to 6-30								

RELATIONSHIPS: I - II = III; II A + II B + IIC = II

### SIGNIFICANT SEGMENTS CUMULATIVE SUMMARY

Significant Segments	1 <sup>st</sup> Qtr.	2 <sup>nd</sup> Qtr.	3 <sup>rd</sup> Qtr.	4 <sup>th</sup> Qtr.	Significant Segments	1 <sup>st</sup> Qtr.	2 <sup>nd</sup> Qtr.	3 <sup>rd</sup> Qtr.	4 <sup>th</sup> Qtr.
Male					Handicapped				
Female					White (Non-Hispanic)				
19 - 21					Black (Non-Hispanic)				
					Hispanic				
					American Indian and Alaskan Native				
					Asian & Pacific Islander				
					Dropouts				

## CUMULATIVE MONTHLY PROJECTED EXPENDITURES

CONTRACTOR \_\_\_\_\_  
 CONTRACT NO. \_\_\_\_\_  
 MODIFICATION NO. \_\_\_\_\_  
 DATE \_\_\_\_\_

COST CATEGORY	JULY 2004	AUG. 2004	SEPT. 2004	OCT. 2004	NOV. 2004	DEC. 2004
Program (Operational)						
Program (Non-operational)						
TOTAL						
COST CATEGORY	JAN. 2005	FEB. 2005	MAR. 2005	APR. 2005	MAY 2005	JUNE 2005
Program (Operational)						
Program (Non-operational)						
TOTAL						

## GENERAL TERMS AND CONDITIONS

### 1. Definitions

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

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

### 2. Change

The Workforce Investment Board (WIB) Staff Representative may at any time, by written order and without prior notice to the contractor, make changes within the general scope of this contract.

If any such change causes an increase or decrease in the cost of or time required for the performance of any part of the services under this contract, whether changed or unchanged by the change order, an equitable adjustment will be made and the contract modified accordingly in writing. Any claim by the contractor for adjustment under this clause must be asserted within 30 days from the date of receipt of the notification of change. Failure to agree to any adjustment will be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause will excuse the contractor from proceeding with the contract as changed.

### 3. Stop Work/Suspension of Performance

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

### 4. Termination of Convenience

- a. The performance of work under this contract may be terminated, in whole or from time-to-time in part, by the WIB Staff Representative whenever for any reason the WIB Staff Representative will determine that such termination is in the best interest of the Issuing Activity. Termination of work hereunder will be effected by delivery to the contractor a Notice of Termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

- b. After receipt of the Notice of Termination, the contractor will cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment, and miscellaneous items. In addition, the contractor will exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering personal services that extend beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such canceled commitments, the contractor agrees to each of the following:
  1. Settle all outstanding liabilities and all claims arising out of such cancellation of commitments. The WIB Staff Representative must approve or ratify all such settlements. The WIB Staff Representative's approval of such settlements will be final for all purposes of this clause.
  2. Assign to the Issuing Activity in the manner, at the time, and to the extent directed by the WIB Staff Representative all of the rights, title, and interest of the contractor under the orders and subcontracts so terminated. At its direction, the Issuing Activity will have the right to settle or pay any or all claims arising out of the termination of such order and subcontracts.

5. Termination of Default

If the contractor fails to perform under this contract or fails to make satisfactory progress so as to endanger performance, the WIB Staff Representative will advise the contractor in writing and the contractor has ten (10) days from receipt of such notice to correct the condition. If the deficiency is not satisfactorily remedied, the contractor may be determined to be in default and the contract may be terminated by the WIB Staff Representative through written notice.

In the event of such termination, the contractor will be paid to the date of termination of such work as has been properly performed hereunder in accordance with the payment provisions. Should it finally be determined that the contractor has, in fact, performed properly, then the termination will be treated as a termination for convenience.

6. Disputes

- a. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by agreement, will be decided by the WIB Staff Representative, who will reduce the decision to writing and mail or otherwise furnish a copy of it to the contractor. The decision of the WIB Staff Representative will be final and conclusive unless, within thirty (30) calendar days from date of receipt of such decision, the contractor mails or otherwise furnishes to the WIB Staff Representative a written appeal addressed to the Issuing Activity. The decision of the Issuing Activity, or its duly authorized representative for the determination of such appeals, will be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor will be afforded an opportunity to be heard and to offer evidence in

support of its appeal. Pending final decision of a dispute hereunder, the contractor will proceed diligently with the performance of the contract and in accordance with the Staff Representative's decision.

- b. The "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph "a" above; PROVIDED that nothing in this contract will be construed as making final the decision of any administrative official, representative, or board on a question of law.

7. Contract Modifications

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

- a. The WIB Staff Representative, when necessary, will modify the contract:
  - 1. By use of the "Changes" clause, or
  - 2. For administrative reasons (such actions have no effect on performance required or terms of the contract).
- b. The contractor may recommend revisions to the WIB Staff Representative. When the contractor desires to recommend revisions to the WIB Staff Representative, the recommendation will be submitted in writing with complete budget adjustment. The contractor will submit the applicable revised budget page(s) with the recommendation. No modification to the contract may be implemented until finalized, unless specific written permission is granted by the WIB Staff Representative.

8. Financial Limitation

The Issuing Activity will have no liability for any costs incurred above the ceiling limit shown in Block 13 of the Proposal and Award Sheet for this contract. Any costs incurred by the contractor above that limit during the performance period, as specified in Block 7 of the Proposal and Award Sheet, will be at the sole risk of the contractor. This in no way restricts the right to increase the ceiling by mutual consent of both parties; provided such an increase was accomplished prior to any incurred cost exceeding the existing ceiling.

9. Eligibility Certification

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

10. Nondiscrimination

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

- b. Participants under this program will be subject to the same rules and regulations, and will receive no less than those benefits/services of other employees similarly employed or trainees of the contractor.
- c. Contractor will also comply with the requirements of the Virginia Fair Employment Act.

11. Grievances or Complaints

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

12. Availability of Funds

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

13. Accountability for Funds

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

14. Cost Liability

Neither the Governor, the Commonwealth of Virginia, nor the Workforce Investment Board assumes liability by virtue of this contract for any costs incurred above the amount provided pursuant to this contract for costs incurred by the contractor that are determined to be unallowable. Any such costs will be at the sole risk of the contractor. The foregoing provisions of this paragraph are not intended to preclude and will not be deemed to preclude the contractor from asserting any defense that may be asserted hereafter.

The contractor is responsible to ensure that all known outstanding financial obligations under this contract, except for wages and salaries incurred, have been paid within 30 days after the contract ending date. Upon expiration of this 30-day period, the Issuing Activity no longer has any liability for such costs, and they become the sole financial responsibility of the contractor. Furthermore, any contract funds in the possession of the contractor for these obligations revert to the control of the Issuing Activity and must be returned immediately, unless specifically directed otherwise in writing by the WIB Staff Representative. In the event unusual circumstances indicate the contractor may have difficulty satisfying such obligations within the specified time allotted, he must notify the WIB Staff Representative in writing within 15 days after the contract ending date. Such notification will in no way be construed as relieving the contractor of stated responsibility and liability nor as any acceptance of liability on the part of the Issuing Activity after expiration of said 30-day period.

15. Allowable Costs

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

16. Payments

Payments for contract services shall be cost reimbursement only.

No payment shall be due the contractor for work performed prior to the effective date nor beyond the termination date of the contract. Advance payment status shall be requested subject to approval by WIB Staff.

17. Withholding of Payment

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

18. Property Accountability

- a. All consumable property acquired through cost reimbursement contracts, unless specifically exempted, shall revert to the Issuing Activity upon the termination of this contract. The Issuing Activity may, however, assign such property to the contractor for use under another or a subsequent contract.
- b. The contractor assumes responsibility for inventory control, maintenance, and physical security of non-consumable WIB property.
- c. For those contractors on cost reimbursement, all requirements for purchase or rental of non-consumable property must be approved by the WIB Staff Representative (or duly-authorized representative) prior to purchasing or any commitment to purchase or acquire. (Approval of budget figures for purchasing and/or renting non-consumable property does not constitute approval for purchase or rental.)
- d. Intangible Property:
  1. Inventions and Patents -- The contractor will report promptly and fully to the WIB any program which produces patentable items, patent rights, processes or inventions in the course of work under the WIA contract. Unless the contractor and the WIB previously agreed on the disposition, the WIB will determine whether protection of the invention or discovery will be sought. The WIB will also determine how the invention or discovery rights, including rights under any patent issued thereon, will be allocated and administered.
  2. Copyrights -- Unless otherwise provided in the terms and conditions of the contract, the contractor may copyright material or permit others to do so for copyrightable material developed under a contract. If any material developed under a WIA contract is copyrighted, the Department of Labor will have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, and otherwise use, and authorize others to use, the work for federal purposes.

19. Loss or Theft of Federal Property

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

- a. Report the loss or theft to local police and request a copy of the police report; and
- b. Report the loss or theft in writing to the WIB Staff Representative with a copy of the report to the Property Officer and a copy to the contractor's file. Include in the report at least the following:
  1. A description of the missing article of property including the cost, serial number, WIA tag numbers, and other such pertinent information;
  2. A description of the circumstances surrounding the loss or theft; and
  3. A copy of the police report or, should the police not make such information available, a description of the report made to the police, including the date and name of the police officer who declined to make the police report available.

20. Reporting Requirements in General

Each contractor will submit periodic reports as required. Other required information will be submitted no later than the date specified at the time of the request.

21. Retention of Records

- a. Records will be retained in accordance with established requirements. Contractor will notify the WIB Staff Representative prior to destroying any records pertinent to the contract.
- b. Records will be retained if audit findings have not been resolved.

22. Confidentiality of Records

The contractor will make available to members of the public, who request them, the names of all participants in programs under this contract and the names of all individuals employed in staff positions. The contractor will make available to the public other information regarding applicants, participants, or their families, which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source, to the same degree that the contractor makes such information available about its own employment/trainees. The contractor will not otherwise divulge such information without permission of the applicant or participant except that information which is necessary for purposes related to the performance or evaluation of the contract may be divulged to parties having responsibilities under the contract for monitoring or evaluating the services and performances of the contract, to the WIB Staff Representative (or duly-authorized representative) or to governmental authorities to the extent necessary for proper administration of the law.

23. Court Actions

The contractor agrees to give the Issuing Activity immediate notice in writing of any action or suits filed and prompt notice of any claims made against the contractor, subcontractor, or any of the parties involved in the implementation and administration of the WIA program.

24. Right of Access

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

25. Inspections

- a. All contractor operations incident to performance under this contract will be subject to inspection by the WIB Staff Representative (or duly-authorized representative) to the extent reasonable and practicable at all times and places during the contract period. Instances of contractor non-compliance with requirements of this contract will be properly corrected. Failure to correct these discrepancies promptly is cause for termination of this contract for fault, as provided under "Termination for Default."
- b. The inspections by the WIB Staff Representative (or duly-authorized representative) do not relieve the contractor from any responsibility for failure to meet contract requirements, which may be discovered at a later date.

26. Liability Clause

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

27. Assurances

The contractor assures that he/she:

- a. Will fully comply with the Workforce Investment Act Grant, all federal regulations issued pursuant to the Grant, and all state and Issuing Activity policies and requirements.
- b. Will establish and use internal program management procedures sufficient to prevent fraud and program abuse.
- c. Will maintain auditable and otherwise adequate records, which support the expenditure of all funds under its contract.
- d. Will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.) as it requires removing all architectural barriers to the handicapped.
- e. Will comply with the child labor requirements of the Fair Labor Standards Act or the Child Labor Laws of Virginia, whichever is more restrictive.
- f. Will comply with the provisions of the Hatch Act, which limits the political activity of certain state and local government employees.

- g. Will, for contracts in excess of \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.C. 1857-8(c)(1)] or the Federal Water Pollution Control Act [33 U.S.C. 1319(c)] and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, assure that:
  - 1. No facility to be utilized in the performance of the contract has been listed on the EPA List of Violating Facilities.
  - 2. It will notice the WIB Staff Representative of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
  - 3. It will include substantially this assurance, including this third part, in every non-exempt sub-contract.
- h. Will comply with the Executive Order 11246 (Equal Employment Opportunities), the Copeland Anti-Kick-Back Act, and the Davis-Bacon Act, whenever the Acts provisions apply to the contract.
- i. Will comply with all applicable provisions of the Americans with Disabilities Act.

28. Title to Property Acquired or Materials Developed

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

- a. Commencement of processing or use of such property and/or materials developed in the performance of the contract, or
- b. Reimbursement of the cost thereof by the WIB in whole or in part, whichever first occurs.

Title to Property will not be affected by the incorporation or attachment thereof to any property and/or materials not owned by the WIB or any part thereof which becomes a fixture or loses its identity or personality by reason of affixation to any realty.

29. Ownership of Materials

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

30. Order of Precedence

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

- a. The Workforce Investment Act,
- b. State Procurement Regulations,
- c. The regulations as approved by the Secretary of Labor,
- d. And the General Provisions.

31. Federal Rules and Regulations

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

32. Contingency Clause

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

33. Internal Organization

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

34. Subletting and Assignment

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

35. Standard of Conduct

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

a. General Assurance

Every reasonable course of action will be taken by the service provider in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This sub-grant will be administered in an impartial manner, free from personal, financial, or political gain. The service provider, their executive staff and employees, in administering this sub-grant, will avoid situations, which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

b. Conducting Business Involving Relatives

No relatives by blood, adoption, or marriage for any executive or employee of the service provider will receive favorable treatment for enrollment into services provided by, or employment with, the service provider. The service provider will also avoid entering into any agreements for services with a relative by blood, adoption, or marriage. When it is in the public interest for the service provider to conduct business (only for the purpose of services to be provided) with a relative, the service provider will obtain approval from the WIB Staff Representative before entering into an agreement. All correspondence will be kept on file and available for monitoring and audit reviews.

c. Conducting Business Involving Close Personal Friends and Associates

Executives and employees of the service provider will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the sub-grant, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the service provider to conduct business with a friend or associate of an executive or employee of the service provider, a permanent record of the transaction will be retained.

d. Avoidance of Conflict of Economic Interest

An executive, officer, agent, representative, or employee of the service provider will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the service provider. Supplies, materials, equipment, or services purchased with sub-grant funds will be used solely for purposes allowed under the grant.

36. Bonding

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

37. Coverage

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

38. Performance

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

39. Audit

The Service Provider will have an independent audit performed annually. The service provider will ensure that the auditor, immediately and in writing, notifies the WIB of possible acts of fraud discovered during the performance of the audit. The Service Provider will ensure the auditor issues the Workforce Investment Board a copy of the audit report upon its completion. The WIB, VEC, and the Virginia Auditor of Public Accounts will determine the acceptability of the audit reports.

The WIB will provide the VEC with written documentation of the disposition of all questioned costs and administrative finds in the audit. The disposition must detail actions taken and include appropriate supporting documentation. A determination of allowability of questioned costs will not be deemed final until accepted by the USDOL Grant Officer.

40. Modification

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

41. Public Announcements

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

- \$ The percentage of the total costs of the program or project that will be financed with federal money.
- \$ The dollar amount of federal funds for the project or program, and
- \$ The percentage and dollar amount of the total cost of the project or program that will be financed by non-federal sources.

42. Disallowed Costs

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