



**Request for Proposals (RFP)**

**Bay Consortium Workforce Development Board, Inc.**

**Workforce Innovation & Opportunity Act**

**One Stop Operator Services**

**George Washington Planning District - Sub-Area 16**

**Northern Neck Planning District – Sub-Area 17**

**Middle Peninsula Planning District – Sub-Area 18**

**Eastern Shore Planning District – Sub-Area 22**

**Program Year 2025**

**Release Date: November 7, 2024**

**Due Date: December 20, 2024 (12/20/2024) at 2:00 p.m. EST**

**Contract Period: July 1, 2025 to June 30, 2026**

**P.O. Box 1117**

**487 Main Street. Warsaw VA 22572**

**804-333-4048 Ext. 2**

**[www.baywib.org](http://www.baywib.org)**

“The Bay Consortium Workforce Development Board is an Equal Opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. TDD: VA Relay Center: 711 or 800.828.1120. This workforce product was 100% supported with U.S. Department of Labor Employment and Training Administration Workforce Innovation and Opportunity Act funds awarded to the Bay Consortium Workforce Development Board. This does not necessarily reflect the official position of the VDWD or DOLETA.”

## **Bay Consortium Workforce Development Board, Inc.**

### Workforce Innovation & Opportunity Act

#### One Stop Operator Services RFP

The Bay Consortium Workforce Development Board (BCWDB), Inc. is a 501(c) 3, incorporated agency tasked with implementing, facilitating, and managing federal workforce development funds; partnering with various entities, both public and private; ensuring the delivery of quality services to job seekers, workers, and the business community through the Bay Consortium Workforce System. The BCWDB also serves as the regional convener of workforce development stakeholders and resources, in order to develop and improve the region's workforce through a comprehensive strategic vision, set forth in the Local Plan. The mission of BCWDB is to provide comprehensive, customer-driven workforce services to connect employers, job seekers, workers, and youth.

The Bay Consortium Workforce Development Board, Inc. (BCWDB) is seeking competitive proposals to provide One-Stop Operator services working with the BCWDB, job seekers, workers, businesses, contracted service providers, workforce partners, and community partners throughout the Local Workforce Development Area (LWDA) XIII, which is broken down into (4) four sub-areas, which are the following: George Washington Sub-Area 16 (Fredericksburg City and the counties of Stafford, Spotsylvania, King George and Caroline), Northern Neck Sub-Area 17 (Richmond, Lancaster, Westmoreland, and Northumberland), Middle Peninsula Sub-Area 18 (Essex, King and Queen, King William, Mathews, and Middlesex Counties), and Eastern Shore Sub-Area 22 (Accomack and Northampton Counties).

Eligible Bidders: Government agencies; businesses, both non-profit and for-profit; educational institutions including secondary, technical and higher education institutions; and faith-based organizations are eligible to apply via this Request for Proposals. All non-governmental agencies must provide verification of legal status of the entity.

Clarifications to RFPs and answers to questions not contained in RFPs, as applicable and appropriate, will be posted on the BCWDB Website at <http://www.baywib.org> without further notice.

### **BACKGROUND**

On July 22, 2014, the Workforce Innovation and Opportunity Act (WIOA) was signed into law replacing the Workforce Investment Act (WIA). The WIOA took effect on July 1, 2015 and new formal regulatory guidance for WIOA implementation was issued by The U.S. Department of Labor (DOL) on June 30, 2016. The Virginia Board for Workforce Development (VBWD), Virginia Department for Workforce Development & Advancement or Virginia Works (VA Works) and BCWDB continue to review regulations and will release policies and procedures pertaining to program implementation and administration. Programs funded under this RFP must be prepared to make adjustments to programming to comply with present and forthcoming regulations, which include performance requirements. In Virginia, VA Works is responsible for formula distribution of WIOA funds: ensuring the integrity of the funds; Oversight and monitoring of local workforce development boards; and, developing and implementing WIOA operational guidance and policies in coordination with the VBWD.

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

direction for the workforce development system, which includes the One-Stop System. The One-Stop Centers are the direct service access points for job seekers, workers, and employers.

Aligning Federal Investments to Support Job Seekers, Workers, and Employers: At the State level, WIOA establishes a unified strategic planning across “core” programs, which include WIOA youth, WIOA adult and dislocated worker, Wagner-Peyser employment services, education and literacy, and vocational rehabilitation.

## **PURPOSE**

BCWDB hereby solicits proposals from qualified entities, using a competitive proposal process, to serve as the One-Stop Operator for LWDA XIII, in accordance with the Scope of Work outlined in this RFP. The BCWDB plans to award (1) one individual contract based upon the availability of WIOA formula funding to the LWDA XIII. The BCWDB is issuing this RFP in accordance with Section 678.605(a) of the Final WIOA Rules and Regulations and VBWD Policy 300-02 (204). The BCWDB solicits proposals from qualified public or private entities to serve as the One-Stop Operator for LWDA XIII, in order to facilitate the efficient and effective coordination of the existing service provider and partner organizations; and provide for enhancements to the System that will support the ongoing improvement of services and performance outcomes. The One-Stop Operator will be responsible for coordinating the delivery of services through the partners in the Virginia Career Works Centers located across the LWDA. The One-Stop Operator will also facilitate the One-Stop Center Certification Process and work under the direction of the BCWDB.

BCWDB anticipates that approximately \$50,000.00 will be available to fund the One-Stop Operator Contract, based on projected program year (PY) 2025 funding availability. Funding amounts for additional contract performance periods thereafter will be negotiated with the One-Stop Operator, at that time of contract extension review.

All WIOA funded services must be delivered in accordance with the Final WIOA Rules and Regulations, related guidance from the Department of Labor, OMB Uniform Guidance on Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Commonwealth of Virginia Laws and Regulations, and policies and guidelines set forth by the VBWD, VA Works, and the BCWDB.

It is anticipated that the successful Offeror contract will begin service delivery July 1, 2025 through June 30, 2026. The contract will have the option for up to three (3), one (1) year contract extensions at the sole discretion the BCWDB.

## **Proposer Eligibility and Qualifications**

The One-Stop Operator must be an entity (public, private for profit or private nonprofit) or a consortium of entities that, at a minimum, includes three or more of the required WIOA One-Stop Partners located in LWDA XIII. Listed below are eligible proposer entities.

- Government agencies or governmental units such as: local or county governments, school districts and Federal WIOA Partners;
- Employment Service State Agencies under the Wagner-Peyser Act, as amended by Title III of WIOA; Indian Tribes or Tribal Organizations;
- Educational Institutions, such as institutions of higher education, non-traditional public secondary schools such as night schools and area career and technical education schools (elementary and other secondary schools are not eligible to become a One-Stop Operator);
- Community based organizations, nonprofit entities, or workforce intermediaries;

- Other organizations capable of carrying out the duties of the One-Stop Operator, such as a local chamber of commerce, other business organization, or labor organization;
- Private for-profit entities; or
- A consortium of entities that includes at least three or more of the WIOA required One-Stop partners listed under Section 678.400 (B) of the WIOA Final Rules and Regulations that are located in the LWDA XIII comprehensive One-Stop Center.

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

- Prior experience coordinating, managing, and/or delivering services within a One- Stop Center or substantially similar operation;
- Successful history of achieving specified performance measures within a One-Stop Center or substantially similar operation;
- Working knowledge of the WIOA Law and Final Rules and Regulations and the OMB Uniform Guidance;
- Familiarity with the labor market and related dynamics of the Bay Consortium Region (LWDA XIII); and
- Familiarity with the required WIOA One-Stop Partner Organizations in LWDA XIII and the services that they provide.

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

## **SCOPE OF WORK**

The One-Stop Operator will work in cooperation with all One-Stop partner organizations and service providers in order to provide for the day-to-day coordination of all services delivered through the One- Stop System in LWDA XIII. Through the designated authority of the BCWDB and the WIOA Law and Final Rules and Regulations, the One-Stop Operator will be responsible for organizing and delivering coordinated access to all required customer services through coordinated solutions as part of a fully integrated, partner led One-Stop System.

As the One-Stop System requires multiple partners to deliver services, effective collaboration and coordination amongst all partners is essential. In that regard, it is paramount that the One-Stop Operator, as the primary System Manager, develops and maintains those critical relationships on an ongoing basis, while also being astute to the identification of new partners or increased contributions for existing partners, in order to underpin the continuous improvement of the One- Stop System.

## **Responsibilities**

The responsibilities of the One-Stop Operator are listed below.

- Facilitate the activities of the One-Stop System Partner Committee, conduct regular meetings and solicit feedback regarding the ongoing operations of the One-Stop System in order to support continuous improvement related to the goals of effective and efficient service delivery; timely customer responsiveness; excellent customer service; accessibility; and, performance accountability.
- Engage new and existing One-Stop System partner organizations in order to maximize their contributions as necessary to advance the One-Stop System's efficiency and effectiveness.

- Assist, under BCWDB leadership, with the development and management of MOUs with One- Stop System Partners.
- Alert BCWDB staff as to possible changes that may have a bearing on the operation or financial MOU specified partner contributions.
- Identify new partners for One-Stop System engagement.
- Coordinate with partners and service providers in order to ensure the effective and efficient delivery of WIOA Basic Career Services and identify opportunities for service delivery improvement.
- Ensure that access to WIOA Basic Career Services is available to all customers (on-site and electronically) and manage the daily operations of a partner integrated One-Stop System, in coordination with BCWDB and all partners.
- Develop with partner input and coordination with BCWDB an electronic version of orientation.
- Promote effective, integrated cross-agency business practices in the One-Stop System by partners and promote One-Stop System staff development activities.
- Provide partner driven and shared solutions for all One-Stop System activities and services.
- Facilitate the One-Stop Center certification process and promote ADA compliance within the Centers.
- Work with BCWDB to meet ADA accommodations or to make ADA changes as needed.
- Facilitate ongoing customer satisfaction survey processing for all One-Stop System customers in order to support the goal of continuous improvement.
- Oversee, coordinate initiatives and activities with local Business Services Team.
- Assist with the implementation of workforce development policy as it relates to the One-Stop System and adhere to all applicable federal, state, and local rules, regulations, and policies.
- Research and identify best practices from other Local Workforce Development Boards (LWDB) for incorporation into the One-Stop System service delivery model.
- Report to the BCWDB and produce related reports, as requested.
- Act as the first line intermediary to proactively address and resolve problems related to partner roles, relationships, and coordinated responsibilities.
- Engage with businesses to provide access to facilities, plan job fairs, and provide information of job openings to program participants.
- Conduct community outreach and build community awareness regarding the One-Stop Center programs, initiatives, activities, and services.
- Ensure that the Comprehensive Center is operating in accordance with the requirements shown under Sections 678.305 and 678.310 of the WIOA Final Rules and Regulations, respectively.
- Implement and oversee technology solutions to manage and support enhanced cooperation and coordination of partner programs and to provide direct linkage access to clients and potential participants.
- Provide staffing for the center manager(s); the cost of staffing this position(s) will be shared through the infrastructure funding agreement(s).

## **Reporting Requirements**

The successful Offeror must submit monthly narrative reports to include, at a minimum, the reporting elements as listed below.

- Number of outreach and recruitment sessions and activities
- Number of participants using services
- Names of employers using One-Stop Center services; on-site or remotely
- Number and type of One-Stop Center services used by employers
- Number and type of non-MOU partner services and Center usage

- Customer satisfaction survey results
- Number of community outreach and awareness building activities

### **Financial Management Requirements**

The successful Offeror must have in place the financial management requirements as listed below.

- Fiscal management policies that demonstrate the segregation of duties from the originator of expense and actual payment of such expense.
- A dedicated person assigned to WIOA funds management; this person would be responsible for assembling and submitting reimbursement invoices and source documentation in an electronic format to validate a WIOA eligible expense has occurred and has been paid prior to invoice submittal.
- An electronic financial management system, which produces a trial balance, an income statement, and balance sheet on a cash and accrual basis.
- Financial capacity to operate its proposed program for approximately 30 days after the submission of the required reimbursement request and substantiating documentation. The startup period of July - August will require a period of 75 days (45 days for the initial invoice submittal in addition to approximately 30 days to receive reimbursement).
- The Offeror will be subject to the provisions of The Single Audit Act (as amended), Pub. L. 98-502, the Offeror shall have an independent audit performed annually in accordance with 2 CFR § 200.501; contractors expending \$750,000 or more in federal awards from all sources within the entity's fiscal year must procure and have a single audit conducted.

### **Basic Administrative Requirements**

The successful Offeror must have in place the basic administrative requirements as listed below.

- Written program operational policies, submitted to the BCWDB within 30 days of award. The policies must indicate how service delivery is documented and maintained in the customer folder, and when appropriate, processed for payment and/or referral, and validation that the service was rendered.
- Staff, in the appropriate positions, that are able to read, interpret, and apply WIOA Federal regulations, and staff that are able to read, interpret, and apply State, and Local policy to program implementation.
- Staff person dedicated to training staff on program implementation, including changes to Federal, State, and Local policy and procedures.
- Staff, at the appropriate levels, to serve on or attend Board meetings and/or operations focused, partner collaboration development, business services development, or planning work group meetings.
- Customer satisfaction survey and process to administer and report results monthly to the BCWDB. This process will be reviewed and approved by the Board.
- Staff person tasked with collecting, compiling, analyzing, reporting, and disseminating a monthly narrative report to the BCWDB.

### **Program Locations and Operation Requirements**

The successful Offeror will be required to operate its one-stop operator program in the sub-areas designated by the BCWDB within the LWDA. The Comprehensive AJC currently located at 10304 Spotsylvania Avenue; Suite 100 Spotsylvania, VA, 22408 includes:

- A total of 8,828 sq. ft.
- (1) One resource lab with a total of 12 computers
- (1) One employer training room

- (1) One conference room, with the ability to be split into (2) two conference rooms
- (30) Thirty offices/cubicles
- (1) One Participant sign in area/lobby
- Other partner training space
- Common space of kitchen, bathrooms, and hallways

**Monitoring and Compliance**

- The successful Offeror must comply with current and future federal, state and local policy regulations while implementing WIOA program services.
- The successful Offeror will be monitored by BCWDB staff, the BCWDB independent auditor, Department of Labor (DOL); and VA Works.
- The successful Offeror will be monitored and/audited at least one time with the option of quarterly reviews in a full program year. The monitoring will consist of a programmatic, administrative and fiscal review.
- The successful Offeror must be prepared to provide a written response to the review and if needed corrective action. The corrective action plan will be reviewed and input provided by the BCWDB as deemed necessary; the plan will be monitored for adherence and/or adjustments to the plan implementation.

**Customer Service and Professional Development**

The successful Offeror must have a commitment to quality when serving business and job seeker customers within the BCWDB service region. The BCWDB strives to achieve a 100% satisfaction rate for job seekers, business customers, and workforce partners; in achieving this, the successful Offeror will be expected to participate in coordination with the BCWDB of quarterly 360° feedback surveys of job seekers, business customers and workforce partners.

The successful Offeror will ensure and include in the budget cost associated with One-Stop Operator professional development and Workforce Development Professional Credential. Describe the certifications, licensure, degrees and relevant experience of the Offeror’s staff as related to these positions. The Offeror must include a plan for ongoing staff development to ensure up-to-date knowledge of federal regulations; state and local policies and procedures; workforce development trends; and One-Stop Center promising practices.

**ANTICIPATED PROJECT SCHEDULE**

The following is an outline of the procurement process currently anticipated by the BCWDB, subject to change.

Issuance of RFP	November 7, 2024 @ 12p.m. EST
Optional Bidder’s Conference	November 21, 2024 @ 10:00 a.m. EST
RFP Response Due Date	December 20, 2024 @ 2:00 p.m. EST
Oral Presentations/Negotiations with finalists	January 2025
BCWDB/CLEO Selection of One Stop Operator	February 5, 2025
Service Delivery Begins	July 1, 2025

Beginning on November 7, 2024 after 12 p.m. EST, the RFP will be available for download from the BCWDB website at [www.baywib.org](http://www.baywib.org).

## **ADDITIONAL TERMS**

The attached BCWDB's General Provisions become part of this request for proposal and the Offerors contract. If there are differences between the RFP and General Provisions, General Provisions take precedent.

## **GENERAL CONTRACT TERMS AND CONDITIONS:**

For the purposes of this Section ("General Contract Terms and Conditions"), the term "Contract" refers to the contract resulting from this procurement, and the term "BCWDB" refers to the Bay Consortium Workforce Development Board, Inc. Additionally, the terms "successful Offeror" and "Contractor" and "provider" have the same meaning and refer to the Offeror that is awarded the Contract.

### **Independent Contractor**

The successful Offeror is an independent contractor and is not an employee of BCWDB.

### **Collusion**

By submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. § 1 et seq.) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

### **Drug-Free Workplace to be Maintained by the Contractor (Va. Code § 2.2-4312)**

During the performance of this Contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

### **Employment Discrimination by Contractor Prohibited**

During the performance of this Contract, the contractor agrees as follows (Va. Code § 2.2- 4311):

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

- (b) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (c) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- (d) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

### **Indemnification**

Unless prohibited by law from doing so, the Successful Offeror agrees to indemnify, defend, and hold harmless the BCWDB, the city and counties comprising Local Workforce Area #13 as well as their respective officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any goods and/or services, the failure to provide any goods and/or services and/or the use of any services and/or goods furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to an Indemnified Entity's sole negligence.

Notwithstanding anything to the contrary contained in the Contract, the indemnity and hold harmless provisions shall not apply to any school board, school division, local government, or other political subdivision of the Commonwealth of Virginia when any of these governmental units are the Contractor.

### **Insurance Requirements**

The Successful Offeror shall maintain insurance to protect itself and BCWDB, the city and counties comprising Local Workforce Area #13 from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of goods and/or services under the Contract, whether such goods and/or services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. **(Attachment D)**

### **Severability**

Each paragraph and provision of the Contract is severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

### **Taxes**

The Successful Offeror shall pay all city, state and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the Contract price between the BCWDB and the Successful Offeror, as the taxes shall be an obligation of the Successful Offeror and not of BCWDB, and the BCWDB shall be held harmless for same by the Successful Offeror.

### **Safety**

The Successful Offeror shall comply with and ensure that the Successful Offeror's personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and

Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract. The Successful Offeror shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Offeror.

The Successful Offeror shall have, at each location or associated with each location at which the Successful Offeror provides goods and/or services, a supervisor who is competent, qualified, or authorized on the work site, and who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and must be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Offeror's personnel from the work site.

In the event the BCWDB determines any operations of the Successful Offeror to be hazardous, the Successful Offeror shall immediately discontinue such operations upon receipt of either written or oral notice by the BCWDB to discontinue such practice.

### **Authorization to Transact Business in the Commonwealth**

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership or other business form shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.

An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 Or Title 50 of the Code of Virginia must include in its proposal the identification number issued to it by the State Corporation Commission. **(Attachment F)**

Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal a statement describing why the Offeror is not required to be so authorized.

An Offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a waiver is granted by the BCWDB CEO.

Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment.

Any business entity described in subsection 1 that enters into a contract with a public body shall not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.

### **Contact with Students**

Offerors shall certify that any of their employees who will provide services under the Contract resulting from this procurement and will be in direct contact with Bay Consortium Workforce region jobseekers: (1) has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (2) such person has not been convicted of a crime of moral turpitude. Offerors shall cause any

of their subcontractors to provide the same certification described herein with regard to the subcontractors' employees. (**Attachment G**)

### **Service Area Adjustment**

The BCWDB reserves the right to expand, reduce, or otherwise modify the geographic boundaries of the Local Workforce Development Area during the term of this agreement in accordance with state designation and federal requirements under the Workforce Innovation and Opportunity Act (WIOA).

Respondents to this solicitation acknowledge that the composition of the Local Workforce Development Area (LWDA) may change during the contract period, including the addition or removal of counties, cities, or jurisdictions. The Contractor agrees that, at the BCWDB's discretion, services procured under this solicitation may be extended to newly added jurisdictions without the issuance of a new competitive procurement, provided such expansion remains consistent with the scope and nature of services originally solicited.

In the event of such expansion, the BCWDB and Contractor shall negotiate in good faith any necessary adjustments to staffing, service locations, participant service levels, performance expectations, and contract funding. Any such changes shall be documented through a written contract amendment executed by both parties.

Nothing in this provision obligates the BCWDB to expand services or increase funding. The BCWDB retains sole discretion to determine whether services in newly added jurisdictions will be provided through contract modification, a separate procurement, or other allowable service delivery arrangements consistent with applicable federal, state, and local procurement requirements.

### **PROPOSAL RESPONSE FORMAT**

Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposal shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and State the reasons why protection is necessary (Va. Code § 2.2-4342.F). (**Attachment E**)

All proposals received at the BCWDB office on time shall be accepted. All late proposals received at the BCWDB office shall be returned to the Offeror unopened. Proposals shall be open to public inspection only after award of the Contract.

Offeror shall submit a written proposal that presents the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criterion and to be specific in presenting their qualifications. Proposals should provide all the information considered pertinent to the Offeror's qualifications for this project. The submission must address all sections and meet the specifications listed in (**Attachment B**).

### **Submission Resources, Policy and References**

- United States Department of Labor (DOL) Employment and Training Administration (ETA)  
<https://www.doleta.gov/wioa/>
- United States Office of Management and Budget (OMB) Uniform Guidance  
[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- Virginia Career Works Practitioners Corner  
<https://virginiacareerworks.com/practitioners-corner/>

- Eligibility Requirements for WIOA, Definitions, Acceptable Verification and Documentation, Selective Service Requirements and other State policies and guidance  
<https://virginiacareerworks.com/practitioners-corner/>
- Bay Consortium Workforce Development Board  
<http://www.baywib.org/>
- Virginia Workforce Connection  
<https://www.vawc.virginia.gov>
- Career Pathways Tool Kit  
[https://www.doleta.gov/usworkforce/PDF/career\\_pathways\\_toolkit.pdf](https://www.doleta.gov/usworkforce/PDF/career_pathways_toolkit.pdf)

## **PROPOSAL NARRATIVE (Attachment C)**

### **Program Description/Organization Overview**

- Please provide a brief statement outlining your understanding of the one-stop operator’s role fulfilling the BCWDB’s workforce vision and how your organization’s proposed project aligns with meeting those identified goals. Include in the description how the proposed program fits into your organizations mission and goals. Where possible, support your statement with local or regional data.
- Describe your organization’s past experience and results delivering services in similar projects and/or to similar populations. Include any contracts currently in effect and those successfully completed during the last two (2) years. Previous/current WIOA awardees must include information on past WIOA performance and a description of the project goals and outcomes.
- Provide examples of your organization’s ability to be innovative and how that innovation will be used to develop and implement one-stop services for the Bay Consortium Area.
- Describe your organization’s understanding of the one-stop system and how your program will provide services both inside and outside of the one-stop centers and will integrate its services with other partners
- Identify Program Partnerships
  - i. One-Stop Partners
  - ii. Business Partnership
  - iii. Community Partners

### **Organizational Capacity**

- Describe your staffing plan. Include positions and staff areas of responsibility as related to the required Scope of Services. Attach job descriptions and where available, resumes for management and supervisors of staff assigned to the project. Include a copy of your current organization chart showing all major functions and components and the names of persons occupying named positions. Provide a general outline of staffing plan per center location.
- Describe how your organization will document staff time expended on WIOA program delivery and each program element.
- If subcontracting, provider(s) must provide detailed information on the services they will provide; if the subcontractor will be providing staffing, a comprehensive account of the following must be denoted: recruitment strategies and coordination, candidate selection processes, interviewing methodologies and coordination, timeline and selection of staffing, day to day supervision of subcontracted staff, handling of employee performance reviews and possible disciplinary and/or corrective actions, other human resources matters, and seamless integration of staffing and services. Attach a Statement from each potential subcontractor signed by a duly authorized officer, employee or agent of the organization/agency that includes the name and address of the organization/agency, type of work to be performed, cost/percentage of the total work to be subcontracted, detailed staffing and organizational

budget(s) and timeline for submission of subcontractor invoices. The Statement must also include that the subcontractor will perform all work as indicated and will comply with all WIOA regulations, State or Federal laws. Offeror is responsible for all subcontractors. If not subcontracting, Offeror(s) should provide a Statement to that effect.

- List the names (s) and title (s) of all the owners, members of the board of directors, and other officers of the agency, corporation or business. Indicate owners, or members, or officers who are present members of BCWDB or employed by an organization currently participating in any workforce development service or center in LWDA XIII or related to such individuals.
- Describe efforts to ensure transparency with the program and avoiding conflict of interest between the organization and / or its representatives.
- Detail your organization’s knowledge and experience with administering WIOA One-stop Operation services and other federally funded projects. Include three references’ information on Attachment H to this submission. References must be from organizations providing similar services, other funding sources or other professional relations. Contact information for each reference to include name, title, and the nature of relationships, web address, phone, fax, email and mailing address.
- Describe your organization’s plan to provide ongoing staff development, including Workforce Professional Certification, on the new WIOA regulations and its ongoing changes throughout the life of the contract award.
- Implementation Plan – provide a timeline inclusive of the action steps to be taken to fully implement the Scope of Services.

### **Fiscal Capacity**

- Describe how your organization will meet the requirement for having sufficient financial resources to cover expenditures from the startup period until expenditures from July 2025 will be reimbursed (approximately 75 days thereafter). Please note this is a reimbursement-based agreement and cash advances will not be provided.
- Describe your organization’s fiscal and administrative systems that will be used to track operational and programmatic cost associated with the WIOA funds, where feasible please provide software and/or system names.
- Describe the administrative and fiscal capacity of the proposer to fulfill WIOA and OMB Uniform Guidance required documentation and record keeping such as:
  - i. Understand and apply General Acceptable Account Principles (GAAP);
  - ii. Collecting data and preparing required documents from multiple staff and program locations;
  - iii. Security and confidentiality of records;
  - iv. Accounting controls;
  - v. Accounting Policies and Procedures;
  - vi. Identify the responsibilities of the administrative /fiscal person’s activities and their job title; and
  - vii. Written general procurement standards;
  - viii. Written compensation policies;
  - ix. Written policies regarding travel costs;
  - x. Written conflict of interest policies for employees as well as organizational policies; and
  - xi. Written procedures to determine the allow ability of costs under OMB Uniform Guidance.

### **Budget**

Electronic version (required) excel format can be found on <http://www.baywib.org/> Please complete, print and attach the budget forms (Attachment C-1-OSO). Excel budget format must be included on the submitted flash drive.

Please include a budget narrative that addresses the following:

- A description of how the proposed budget effectively supports the program model.
- Include evidence in the budget of leveraged resources and in-kind contributions that will assist in meeting proposal outcomes, if any.
- If your organization is requesting profit and/or indirect expenditures, documentation to support the requested profit or indirect percentage must be attached.
- Attach a copy of the organization’s most recent annual budget labeled as **(Attachment J)**.
- Attach a copy of the organization’s most recent financial statement audit and auditor’s report thereon; the any findings reported must be satisfactorily addressed or a statement must be included denoting how the findings have since been addressed, labeled as **(Attachment K)**.
- Attach a copy of your organization’s cost allocation plan to incorporate WIOA funding. If you have an approved federal indirect cost rate include a copy of the most recent accepted negotiated indirect cost rate agreement (NICRA). Labeled as **(Attachment L)**.

Prohibited expense items under this contract are listed in General Provisions.

**PROPOSAL EVALUATION/SELECTION PROCESS**

Offerors are to make written proposals, which present the Offeror’s qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the BCWDB may properly evaluate your capabilities to provide the required goods/services.

Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

EVALUATION CRITERIA	WEIGHT
<p><b>Organization Background, Qualifications, Performance History</b></p> <ul style="list-style-type: none"> <li>• Understanding of role of the one stop in workforce programs and services on a national, state and geographic rural area scale</li> <li>• Demonstrated understanding and proposed approach to provide the Scope of Work identified in this RFP.</li> <li>• References</li> </ul>	30
<p><b>Proposal Narrative</b></p> <ul style="list-style-type: none"> <li>• Partner development</li> <li>• Outreach to job seekers, workers, partners and business</li> <li>• Experience(s) with implementing certification of a One-Stop center.</li> </ul>	30

<b>Staffing Plan and Organizational Chart</b> <ul style="list-style-type: none"> <li>• Staffing structure at the AJC Fredericksburg Center, support center and corporate structure</li> <li>• Organization’s accountability structure</li> </ul>	15
<b>Budget and Financial Management</b> <ul style="list-style-type: none"> <li>• Accounting controls, Systems to track expenditure, development of fiscal policies and procedures</li> <li>• Organization’s ability to cover expenses until reimbursement dates</li> <li>• Audit and annual budget</li> <li>• Leveraged Funds</li> </ul>	25
<b>TOTAL</b>	100

The BCWDB has instituted procedures for assessing the technical merit of proposals to provide for an objective review of applications and to assist you in understanding the standards against which your proposal will be judged. The evaluation criteria are based on the information required in the proposal, as described in the Proposal Narrative of the RFP. RFP Panelists will rate each section based on how fully and convincingly the proposal responds. The final scores will serve as the primary basis for selection of applications for funding. The RFP Panelists scores and Operations & Performance Committee and Executive Committee recommendations are advisory in nature and not binding on the Bay Consortium Workforce Development Board or the Chief Local Elected Officials Consortium. Those bodies reserve the right to make selections based solely on the final scores or to take into consideration other relevant factors when applicable.

**General Provisions will become part of the contract and can be found at <http://www.baywib.org/>**

**WIOA ONE-STOP PARTNER ENTITIES**

**Required One-Stop Partners and Local PD16 Entities in LWDA XIII (Section 678.400 (b) of the WIOA Final Rules and Regulations)**

Programs authorized under Title I of WIOA, including:

- Adult Funding Stream (BCWDB)
- Dislocated Worker Funding Stream (BCWDB)
- Youth Funding Stream (BCWDB)
- Job Corps (No Job Corps Center in LWDA XIII, currently)
- Youth Build (No Grantee in LWDA XIII, currently)
- Native American Programs (Mattaponi-Pamunkey-Monacan, Inc.)
- Migrant and Seasonal Farmworker Programs (Telamon)
- Employment Services authorized under the Wagner-Peyser Act (Virginia Works)
- Adult Education and Literacy authorized under Title II of WIOA (RARAE, RCC, MP RACE, ESCC)
- The Vocational Rehabilitation Program authorized under Title I of the Rehabilitation Act of 1973 (DARS)
- The Senior Community Service Employment Program authorized under Title V of the Older Americans Act of 1965 (Healthy Generations/Area Agency on Aging, Bay Aging, Eastern Shore Area Agency on Aging)
- Career and Technical Education Programs at the post-secondary level authorized under the Carl D.

- Perkins Act of 2006 (GCC, RCC, ESCC)
- Trade Adjustment Assistance under the Trade Act of 1974 (Virginia Works)
- Jobs for Veterans State Grant Programs authorized under Chapter 41 of Title 38, U.S.C. (Virginia Works Bridge to Employment Program)
- Employment and Training Activities carried out under the Community Service Block Grant (No Grantee in LWDA XIII, currently)
- Employment and Training Activities carried out under the Department of Housing and Urban Development (No Grantee in LWDA XIII, currently)
- State Unemployment Compensation (VEC)
- Programs authorized under the Second Chance Act of 2007 (No Grantee in LWDA XIII, currently)
- Temporary Assistance to Needy Families (TANF) (Local Social Services Departments)

**Current Optional Partners at the AJC Fredericksburg Center:**

- Rappahannock Goodwill Industries
- STEM EIC

*Note: New Operational and Financial MOUs will be negotiated with all required and optional One-Stop Partner Organizations located in LWDA XIII, in addition to One-Stop System infrastructure funding agreements, consistent with the WIOA Final Regulations, these will be developed and are anticipated to be in place on or before July 1, 2025.*

**Additional One-Stop Partners (Section 678.410 of the WIOA Final Rules and Regulations)**

Other entities that carry out a workforce development program in the local area, including Federal, State, or local programs and programs in the private sector, may serve as additional partners in the one-stop delivery system with the approval of the local Board’s CEO. These additional partners may include:

- Federal, State or Local workforce development or workforce development programs in the Private Sector.
- Employment and Training Programs administered by the Social Security Administration.
- Employment and Training Programs carried out by the Small Business Administration.
- Supplemental Nutrition Assistance Program (SNAP) Employment and Training Programs.
- Client Assistance Program authorized under the Rehabilitation Act of 1973.
- Programs authorized under the National Community Service Act of 1990.
- Other appropriate employment, education or training programs operated by public libraries or the Private Sector.

*Note: Decisions made regarding the inclusion of additional One-Stop Partner Organizations are to be based on the additional services and resources that would result in a “value added” benefit to the One-Stop System and customers. In addition, the MOU, One-Stop System participation and infrastructure cost sharing requirements also apply to Additional One-Stop Partners, as stipulated under Section 678.700 (c) of the WIOA Final Rules and Regulations.*

**Bidders Conference Information Session:** November 21, 2024 (From 10:00 am – 10:30 am EST) – Information session and Bidder’s Conference will be held electronically on November 21, 2024 beginning at 10:00 am EST. To attend the conference, you may join by Zoom at [Bidder's Conference ZOOM Link](#) utilizing Meeting ID: 712 4532 5258 and Passcode: RFP or by telephone by calling utilizing Meeting ID: 712 4532 5258 and Passcode: RFP. Please call in by 9:55 am EST, so that we have you on the line for the beginning of the conference. We ask that if you are calling, please mute your phone so background noise is not distracting.

The call in is telephone only, so please have a copy of the RFP available for you to reference. Attendance or call-in at the Bidder's Conference Information Session is not a requirement for proposal submission.

**Attachment A**

**PROPOSAL SIGNATURE SHEET**

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal (“RFP”). My signature certifies agreement that the information in this contract is correct to the best of my knowledge and belief. Any intentionally false or misleading information provided by the Contractor and relied upon by BCWDB in appropriating funds for the project authorized by this Contract shall be cause for termination of this Contract, and BCWDB shall be entitled to recover all monies previously paid under this Contract, caused by such intentionally false or misleading information

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

PLEASE MARK THE ATTACHED PROPOSAL IS FOR THE ENTIRE LWDA XIII:  _____ LWDA XIII (SUB-AREA’s 16, 17, 18 and 22)
LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):  
ADDRESS:  
SIGNATURE:  
NAME OF PERSON SIGNING (print):  
TITLE:  
TELEPHONE:  
FAX:  
E-MAIL ADDRESS:  
DATE:  

## ATTACHMENT B

### THE WIOA PROPOSAL COVERSHEET AND CHECKLIST WITH INSTRUCTIONS

The Response to this RFP should include all sections and subheadings as presented in the narrative format below and in the order stated below. The proposal should be organized with tabs in the following order and contain the following:

- \_\_\_\_\_ The Proposal Signature Sheet (Attachment A)
- \_\_\_\_\_ The Proposal Coversheet Checklist (Attachment B)
- \_\_\_\_\_ The Proposal Narrative with Table of Contents (Attachment C)
- \_\_\_\_\_ Budget Statement (Attachment C-1-OSO)
- \_\_\_\_\_ Insurance Specifications (Attachment D)
- \_\_\_\_\_ Proprietary/Confidential Information (Attachment E)
- \_\_\_\_\_ Virginia State Corporation Commission Identification Number Requirement (Attachment F)
- \_\_\_\_\_ Direct Contact with Students (Attachment G)
- \_\_\_\_\_ References (Attachment H)
- \_\_\_\_\_ WIOA Assurances and Certifications (Attachment I)
- \_\_\_\_\_ Copy of Organization’s Annual Budget (Attachment J)
- \_\_\_\_\_ Copy of Organization’s Most Recent Audit (Attachment K)
- \_\_\_\_\_ Copy of Organization’s Cost Allocation Plan and/or Negotiated Indirect Cost Rate Agreement (Attachment L)

1. The narrative of the proposal submission should not exceed 30 pages, single-spaced or double-spaced, one-sided, with font no smaller than 12 pt. using a 1” margin.
2. Include a table of contents.
3. Numbered pages that include a header and footer identifying the respondent’s organization.
4. Electronic Copy of Submission on a USB flash drive along with the budget in excel format.
5. To be considered under this RFP, one unbound copy with original signature(s), marked as such, one Electronic Copy on a USB flash drive, for distribution to the RFP Commission must be submitted. **The USB flash drive must include the excel format of the budget form found on [www.baywib.org](http://www.baywib.org)**
6. The proposal must be delivered either by mail, delivery service, or in-person, **no later than 2:00 p.m. EST on December 20, 2024**. Proposals submitted via email or fax **will not** be considered. Incomplete proposals or any proposal(s) received after the proposal deadline **will not** be considered; unopened package will be returned.
7. All Proposals **must** be sealed and labeled with RFP #OSO and include the Proposer’s Name and Address on the outside of the package. Proposals (including all documents and attachments) will not be returned.

**Proposals must be submitted to BCWDB at the following address:**

Mailing address	Delivery address	Note
P.O. Box 1117 Warsaw, VA 22572	487 Main Street Warsaw, VA 22572	Normal Business Hours 8:00 a.m. to 4:00 p.m. Eastern Standard Time.

## **ATTACHMENT C-1-OSO**

### **BUDGET AND BUDGET NARRATIVE**

#### **General Budget Guidance**

- Budget should cover the period from July 1, 2025 - June 30, 2026.
- This is a reimbursement-based contract which reimbursements are paid using WIOA federal funds; therefore, your organization's budget should be in compliance with the appropriate OMB Uniform Guidance and its corresponding documentation.
- Every cost associated with providing WIOA One Stop Operator services must be appropriate, documented and justified according to the proposed services, federal, state and local rules and regulations. If any costs are shared among different funding sources (such as staff time, equipment, insurance or other operational cost), the budget and the narrative should reflect the actual allocation between funding sources. Note: General Accepted Accounting Principles (GAAP) are the standards used by BCWDB in processing all invoices and program fiscal monitoring.
- BCWDB will provide office space, utilities, custodial/janitorial services, Internet services, and basic office equipment such as computers, desk phones, printers, and copiers. Supplies and mobile devices must be provided within the available budget.

Overall budget-Attachment C-1-OSO: Electronic excel format can be found on <http://www.baywib.org/>

Print off the excel sheet(s) and insert in the proposal.

## **ATTACHMENT D**

### **INSURANCE SPECIFICATIONS**

The Successful Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Offeror, and shall deliver a Certificate of Insurance from carriers acceptable to the owner specifying such limits. The Certificate shall show the BCWDB named as additional insureds for the Commercial General Liability coverage. The coverage shall be provided by a carrier(s) rated "Excellent" by A.M. Bests. In addition, the insurer will endeavor to give the BCWDB 30 days' notice of its decision to cancel coverage.

#### **Workers' Compensation**

Statutory Virginia Limits

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

\$100,000 for each Disease by employee

\$500,000 policy limit by Disease

#### **Commercial General Liability - Combined Single Limit**

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

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

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

\$1,000,000 Personal and Advertising injury

\$ 100,000 Fire Damage Legal Liability

**NOTE 1:** The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The BCWDB make no representation or warranty as to how the Vendor's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Vendor's responsibilities outlined in the contract documents.

**NOTE 2:** The specified insurance shall apply as primary insurance with respect to any other insurance or self- insurance programs afforded the BCWDB. This policy shall be endorsed to be primary with respect to the additional insureds.

**NOTE 3:** Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia

**ATTACHMENT E**

**PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION**

NAME OF FIRM/OFFEROR: \_\_\_\_\_

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342.F in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

**ATTACHMENT F**

**VIRGINIA STATE CORPORATION COMMISSION (SCC) REGISTRATION INFORMATION**

**The Bidder or Offeror:**

- \_\_\_\_\_ is a corporation or other business entity with the following:

SCC identification number: \_\_\_\_\_

**-OR-**

- \_\_\_\_\_ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust;

**-OR-**

- \_\_\_\_\_ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder/Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location)

**-OR-**

- \_\_\_\_\_ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's/Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals: \_\_\_\_\_

*Signature of Authorized Representative*

\_\_\_\_\_

*Printed Name of Authorized Representative*

\_\_\_\_\_

**ATTACHMENT G**

**BID/PROPOSAL RESPONSE**

Name of Bidder/Offeror: \_\_\_\_\_

Pursuant to Va. Code § [22.1-296.1](#), as a condition of awarding a contract for the provision of services that require the contractor, their employees or subcontractors to have **direct contact with students** on school property during regular school hours or during school-sponsored activities, the school board shall require the contractor to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

**As part of this submission, I certify that the employees of, or subcontractors to, the above mentioned contractor that will be providing services that require direct contact with students to the School Board under the resulting contract will have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Furthermore, I understand that the duty to certify is ongoing and extends to future employees and employees of subcontractors for the duration of the contract.**

*Signature of Authorized Representative* \_\_\_\_\_

*Printed Name of Authorized Representative* \_\_\_\_\_

**ATTACHMENT H**

**REFERENCES PAGE**

(Completed Form Shall Be Submitted with the Proposal)

ORGANIZATION NAME: \_\_\_\_\_

**Reference 1**

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

**Reference 2**

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

**Reference 3**

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

## ATTACHMENT I

### WIOA ASSURANCES & CERTIFICATIONS

#### Compliance with Applicable Laws, Regulations and Directives

1. The Contractor shall abide by and shall ensure that all activities conducted pursuant to this Agreement comply with all applicable Federal, State and Local laws, regulations, and directives. The Contractor also understands and agrees to immediately desist from and correct any violations noted;
2. The Contractor must assure compliance, as appropriate, with the provisions of Section 89 of the Internal Revenue Code;
3. The Contractor shall comply with the Workforce Innovation and Opportunity Act and attendant regulations. The Contractor certifies that it has no commitments or obligations that are inconsistent with compliance with these and any other pertinent Federal regulations and policies, and that any other agency, organization, or party which participates in the implementation of the programs funded pursuant to this Contract shall have no such commitments or obligations;
4. The Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable USDOL regulations (29 CFR Part 32) And all guidelines and interpretations issued pursuant thereto;
5. The Contractor shall comply with Titles VI, VII, and IX of the Civil Rights Act of 1964 (PL 88-352) and the regulations issued pursuant thereto. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin unless it is a bona fide occupational qualification reasonably necessary to the normal operation of this Contract. The Contractor agrees to put in conspicuous places, available to employee and applicants for employment, notice setting forth the provisions of this nondiscrimination clause;
6. The Contractor shall conform to the Virginia Freedom of Information Act, Title 2.2, Chapter 37, (Section 2.2-3700 et seq.) of the Code of Virginia, except as otherwise required by Federal or State law, consistent with Federal confidentiality requirement and with the government Data Collection and Dissemination Practices Act, Title 2.2, Chapter 38, (Section 2.2-3800 et seq.) of the Code of Virginia;
7. The Contractor shall conform to the standards contained in the Occupational Safety and Health Standards for General Industry (29 CFR Part 1910) inclusive of the “Virginia Preface to OSHA Standards Book for General Industry”;
8. The Contractor shall conform to the Virginia Child labor Laws as contained in Title 40.1, Chapter 5 (Section 40.1-78 et seq.) of the Code of Virginia;
9. The Contractor shall conform to the Virginia Worker’s Compensation Act as contained in Title 65.2 Of the Code of Virginia;
10. The provisions of the following Acts, applicable regulations made pursuant to said Acts and other listed directives are hereby incorporated by reference. All changes in said Acts, regulations and directives are automatically incorporated into this Contract.
  - (a) Title I of the WIOA (PL 113-128);
  - (b) Workforce Innovation and Opportunity Act; Final Rule 20 CFR Parts 603, 651, 652, et. al.;
  - (c) Duly authorized waivers approved by the USDOL;
  - (d) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332);
  - (e) Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found at 2 CFR Part 200

and the Department of Labor exceptions to the Uniform Administrative Requirements at 2 CFR Part 2900 and applicable State regulations

- (f) Equal Employment Opportunity Directives;
- (g) Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646) that provide for fair and equitable treatment of persons displaced or whose property is acquired for project purposes of Federal or Federally assisted programs, regardless of Federal participation in purchases;
- (h) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex;
- (i) The Age Discrimination Act of 1975, as amended;
- (j) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 19709 (PL 91-616), as amended related to nondiscrimination on the basis of alcohol abuse or alcoholism; and
- (k) The Americans with Disabilities Act of 1990.
- (l) Executive Order 13333 – Human Trafficking (22 USC §710(g)) requires termination without penalty, if a sub grantee, contractor, or subcontractor engages in human trafficking.
- (m) Executive Order 13513 – Prohibition Against Text Messaging While Driving by Government Contractors, Subcontractors and Recipients Sub-recipients.
- (n) Buy American Notice Requirements – None of the funds made available under Title I of WIOA may be expended by an entity unless the entity agrees than in expending the funds the entity will comply with (41 USC 8301-8303).
- (o) Federal Funding Accountability and Transparency Act of 2006 or Transparency Act – Public Law 109-282, as amended by section 6202(a) of Public Law 100-252 (31 USC 6101).
- (p) Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Polices Act of 1970 (Public Law 91-646) that provide for fair and equitable treatment of persons displaced or whose property is acquired for project purposes of Federal or federally assisted program, regardless of Federal participation in purchases.

### **Governing Law, Jurisdiction and Venue**

This contract is made and entered into in Richmond County and shall be governed, interpreted, and construed by the laws of the Commonwealth of Virginia and the United States of America.

**Certifications: Please complete and attach to your Proposal. Proposals that do not have all certifications attached will not be considered.**

Certification Forms are located on <http://www.baywib.org/>

1. Certification Regarding Indemnification
2. Certification Regarding Lobbying (29 CFR Part 93).
3. Certification Regarding Debarment, Suspension and Other Responsibility Matters (29 CFR Part 98).
4. Nondiscrimination and Equal Opportunity Assurance (29 CFR Part 37).
5. Drug-Free Workplace Requirements Certification (29 CFR Part 98).
6. Standard Form 424b Standard Assurances (Non-Construction Programs).



### **Certification Regarding Indemnification**

**(Submit one certification for each member of a consortium)**

It is understood by the recipient and the signatory for the receiving agent that, hereafter, they will accept responsibility for the funds and the program. It is understood that each recipient is responsible for adhering to the rules/regulations promulgated by the Workforce Innovation and Opportunity Act (WIOA), US Department of Labor, Virginia Community College System, and the Bay Consortium Workforce Development Board in performance of their contract.

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

Name of Agency: \_\_\_\_\_

Authorized Representative (Print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_



### **Disclosure/Certification Regarding Lobbying**

**(Submit one certification for each member of the consortium)**

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 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.

Name of Agency: \_\_\_\_\_

Authorized Representative (Print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_



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

**(Submit one certification for each member of a consortium)**

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

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous 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 DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause title “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions”, without mediation, 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 it is not required, to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 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.

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.

Name of Agency: \_\_\_\_\_

Authorized Representative (Print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_



## **Certification Regarding Non-Discrimination and EO Assurance**

**(Submit one certification for each member of a consortium)**

In regard to Contracts, Grants, Loans and Cooperative Agreements, the undersigned certifies, to the best of his or her knowledge and belief, that as a condition to the award of financial assistance under WIOA under the Department of Labor, the grant applicant assures, with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA-funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the WIOA (2014), Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, 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.

Name of Agency: \_\_\_\_\_

Authorized Representative (Print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_



## **Certification Regarding Drug-Free Workplace Requirements**

**(Submit one certification for each member of a consortium)**

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.

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

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The grantee's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs;
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of this certification;
4. Notifying the employee in the statement required in 3 above that, as a condition of employment under the grant, the employee will:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
5. Notifying the agency within ten days after receiving notice with respect to any employee or otherwise receiving actual notice of such conviction;
6. Taking one of the following actions within 30 days of receiving notice with respect to any employee who is so convicted:

- a. Taking appropriate personnel action against such an employee up to and including termination; or
- b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by Federal, state or local health, law enforcement or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace.

Name of Agency: \_\_\_\_\_

Authorized Representative (Print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_



## **Standard Form 424b Standard Assurances (Non-Construction Programs)**

**OMB Number: 4040-0007**

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
  - (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention,

Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or sub-awards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL: \_\_\_\_\_

TITLE: \_\_\_\_\_

APPLICANT ORGANIZATION: \_\_\_\_\_

DATE SUBMITTED: \_\_\_\_\_

Standard Form 424B