

**TO:** Prospective Bidders

**FROM:** New River/Mount Rogers Workforce Investment Board

**SUBJECT:** Request for Proposal (RFP) Package – American Recovery and Reinvestment Act of 2009 (ARRA)

In compliance with Workforce Investment Act requirements and requirements under the American Recovery and Reinvestment Act of 2009 (ARRA), the New River/Mount Rogers Workforce Investment Board is soliciting proposals from qualified sources to deliver services under WIA funded by the ARRA.

The document 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 the original signatures to be received **no later than 4:30 p.m. on April 24, 2009**. Proposals will be received at the following location. Separate proposal packages for each program (Adult/DLW/Youth) are required.

New River/Mount Rogers Workforce Investment Board  
6580 Valley Center Drive, Suite 119  
Radford, Virginia 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 or 633-6766.

RM/dm

c: File

Attachments

# REQUEST FOR PROPOSAL

## PART 1

### GENERAL INFORMATION

#### 1. PURPOSE

In compliance with the American Recovery and Reinvestment Act of 2009 (ARRA), the New River/Mount Rogers Workforce Investment Board is soliciting proposals from qualified sources for the following:

- A. Deliverer of Adult Program Services
- B. Deliverer of Dislocated Worker Program Services
- C. Deliverer of Youth Program Services

The purpose of this activity under ARRA is to provide an appropriate mix of program activities that will promote an educated, skilled, technology-competent, and adaptable workforce and 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. Successful proposers will offer a full range of resources and services to help meet the needs of all potential customers (clients and employers).

#### 2. DURATION

The program shall commence once approved in early May, 2009, and be completed no later than June 30, 2010. The WIB reserves the option of extending the initial contract for one (1) additional year subject to negotiation and fund availability. Any extension is at the sole discretion of the Workforce Investment Board.

#### 3. TYPE OF CONTRACT

Type of contract will be cost reimbursement. All proposers must have sufficient available resources to operate the proposed program(s), 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 cost 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 to their proposals as many results 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 this Request for Proposals document has been issued, no proposer is allowed to make any contact with any WIB member, CLEO member, or Youth Council member by phone, fax, e-mail, mail, or in person, to solicit support for their proposal or to attempt to discredit the proposal that may be submitted by any other proposer. Any proposer violating this provision will not be considered for funding under this RFP. Additional 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. Each panelist will evaluate the proposals for acceptability with emphasis on the various factors contained on the following proposal evaluation criteria 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.

## 10. FUNDING REQUEST

Proposers may submit a proposal to deliver services to clients for any combination of jurisdictions, however, the total amount of funding requested cannot exceed the projected total available funding by jurisdiction for those jurisdictions being proposed for Service Delivery contained in this RFP. The Workforce Investment Board is seeking a single entity to deliver Dislocated Worker Services to all jurisdictions within WIA 2. Additionally, any proposer desiring to bid for Adult or Youth services delivery must bid for **both** Adult and Youth to insure that each jurisdiction is served by a single entity delivering both Adult and Youth services.

## 11. SIGNATURE

The proposal shall be signed only by an official authorized to bind the offeror and is a firm offer for 180 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.

## 12. 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. 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 if in 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.

## **PROPOSAL EVALUATION CRITERIA**

### **Deliverer of ARRA Adult/Dislocated Worker Services**

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|--|-----------|
| A. The experience and evident capability of the Offeror to perform the work required, the ability to meet the program design specifications as contained in the RFP Part II, and a satisfactory record of past performance. Must also have technical skills to perform work. | 25 points |
| B. 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.      | 20 points |
| C. Planned program outcomes, performance standards, accomplishments, and qualitative content of the program design, including significant segments/target group work and adequate financial resources.   | 15 points |
| D. Administration, staffing, and the necessary organization, experience, accounting and operational controls.  | 10 points |
| E. Reasonableness of proposal costs  | 10 points |
| F. 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.  | 10 points |
| G. A satisfactory record of integrity, business ethics, and fiscal accountability.   | 10 points |

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**TOTAL    100 points**

## **PROPOSAL EVALUATION CRITERIA**

### **Deliverer of ARRA Youth Services**

- |  |           |
|--|-----------|
| A. The experience and evident capability of the Offeror to perform the work required, the ability to meet the program design specifications as contained in the RFP Part II, and a satisfactory record of past performance. Must also have technical skills to perform work.   | 20 points |
| B. Proposal presentation and the degree to which the offeror demonstrates an understanding of the objectives of the “Summer Only” activity and has developed sufficient worksites to meet the need of the youth served.  | 15 points |
| 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.  | 15 points |
| D. Planned program outcomes, 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. | 15 points |
| E. Administration, staffing, and the necessary organization, experience, accounting and operational controls.  | 5 points  |
| F. Reasonableness of proposal costs  | 10 points |
| 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.  | 10 points |
| H. A satisfactory record of integrity, business ethics, and fiscal accountability.   | 10 points |

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**TOTAL    100 points**

## Projected Available Funding

### Program Cost

Dislocated Worker-WIA 2 - **\$537,000**

### Jurisdictional Breakdown – Service Delivery

#### **PD #3**

Jurisdiction	Adult Available Funds	Youth Available Funds
Bland County	\$20,000	\$20,358
Carroll County	\$29,500	\$50,322
Grayson County	\$28,750	\$55,483
Smyth County	\$31,750	\$102,793
Washington County	\$22,500	\$115,840
Wythe County	\$26,750	\$65,805
Bristol City	\$25,000	\$43,440
Galax City	\$26,500	\$35,411
<b>Total</b>	<b>\$210,750</b>	<b>\$489,452</b>

#### **PD #4**

Jurisdiction	Adult Available Funds	Youth Available Funds
Floyd County	\$21,000	\$36,558
Giles County	\$24,000	\$48,171
Montgomery County	\$17,500	\$114,980
Pulaski County	\$24,750	\$79,282
Radford City	\$20,000	\$16,057
<b>Total</b>	<b>\$107,250</b>	<b>\$295,048</b>

<b>Grand Total</b>	<b>\$318,000</b>	<b>\$784,500</b>
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## PART II

### SPECIFICATIONS

#### 1. GENERAL

The purpose of this RFP is to solicit proposals for Deliverers of Adult and Dislocated Worker Services as outlined in the Local Strategic Plan leading to the promotion of an educated, skilled, technology-competent, and adaptable workforce. Proposals are also being solicited for Deliverer of Youth Services leading to the attainment of skills, competencies, employment or educational attainment based on needs of the clients served. A special emphasis is placed on a Summer Youth program to be conducted during summer 2009.

#### 2. DELIVERERS OF ADULT AND DISLOCATED WORKER PROGRAM SERVICES

##### A. Adult Eligibility Criteria

- (1) To be an eligible adult, an individual must meet all three of the following criteria:
  - (a) Be 18 years of age or over;
  - (b) Comply with the provisions of Military Selective Service Act; and
  - (c) Be lawfully eligible to work in the United States.

##### 2. Dislocated Worker Eligibility

- (1) In addition to meeting the requirements listed above for eligible adults, an individual must meet any one of the four following categories (a-d) of eligibility:
  - (a) (i) Has been terminated or laid off or has received a notice of termination or layoff from employment; **and**
  - (ii) Is eligible for or has exhausted entitlement to unemployment compensation, or has been employed for a duration sufficient to demonstrate, to the appropriate entity at a One Stop Center, attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that was not covered under a State unemployment compensation law; **and**
  - (iii) Is unlikely to return to a previous industry or occupation.

“Unlikely to return to a previous industry or occupation” is defined as follows: Unlikely to obtain employment in a previous industry or occupation within six (6) months from date of

termination or layoff due to general economic conditions of the area. Consideration will be given to declining industries or occupations or obsolete individual skills in a demand occupation or industry that could preclude an individual from being competitive or finding re-employment in the current occupation without the upgrading of skills.

OR

- (b) Has been terminated or laid off, or has received a notice of termination or layoff, from employment as a result of any permanent closure of, or any substantial layoff at, a plant, facility, or enterprise; or is employed at a facility where the employer has made a general announcement that such facility will close within 180 days.

“Substantial layoff” is defined as follows: Any reduction-in-force, which is not the result of a plant closing and which results in an employment loss at a single site of employment during any 30-day period for:

- (i) (a) At least 33 percent of the employees (excluding employees regularly working less than 20 hours per week); and
- (b) At least 50 employees (excluding employees regularly working less than 20 hours per week); or
- (ii) At least 500 employees (excluding employees regularly working less than 20 hours per week).

“Dislocated Workers” do not include workers who are likely to remain with the layoff employer, or who are likely to retire and leave the labor market. A determination of whether an individual is likely to be recalled will be based upon the best available information from the worker and the employer at the time the layoff notice or closure is received.

An individual who is employed at a facility at which the employer has made an unofficial, general announcement of closure with no specific date as to when that closure will occur, may be eligible to receive staff-assisted core services as a Dislocated Worker.

OR

- (c) (i) Was self-employed (including employment as a farmer, a rancher, or a fisherman); and

Is unemployed as a result of natural disasters or general economic conditions in the community where the individual resides.

“Self-employed” is defined as follows: An individual who has established a business which meets, at a minimum, the definition contained in Internal Revenue Service Publication Number 334, Tax Guide for Small Business Part I. A business is an activity entered into for the purpose of making a profit; two (2) characteristic elements of a business are regularity of activities and transactions and the production of income.

Family members, farm or ranch hands of self-employed individuals may also qualify as dislocated workers to the extent that their contributions to the farm, ranch, or enterprises meet the requirements in a policy established by the WIB.

In determining “general economic conditions,” the WIB’s policy takes into consideration declining industries, current income compared with previous years’ income as a result in demand for products or other circumstances, bank actions against a business, natural disasters, etc.

Natural disasters may include fire, explosion and other similar disasters.

OR

- (d) (i) Is a displaced homemaker who has been providing unpaid services to family members in the home; and
- (ii) Who has been dependent on the income of another family member but is no longer supported by that income; and
- (iii) Is unemployed or underemployed; and
- (iv) Is experiencing difficulty upgrading or obtaining employment.

The definition of displaced homemaker includes only those individuals who were dependent on a family member’s income. Those individuals who have been dependent on public assistance may be served in the Adult Program.

- (2) Eligibility of the dislocated worker is determined at the time of application. If served by the Dislocated Worker Program, this determination remains intact for the period of program participation.

### 3. Qualification for Intensive Services

- (1) An eligible adult or dislocated worker may receive intensive services if he/she:

- (a) Is unemployed and is unable to obtain employment through core services; and has been determined to be in need of more intensive services beyond core services in order to obtain employment; **or**
- (b) Is employed, but who is determined to be in need of intensive services in order to obtain or retain employment that allows for self-sufficiency.
- (c) If funds are limited, federal statutory priority of service guidelines must be considered in the case of adults, but do not apply to dislocated workers.

(2) Intensive services are listed in WIA Section 134 (d) (3) (C).

#### 4. Qualification for Training Services

- (1) To be eligible for training services, adults and dislocated workers must have already been found to be eligible and qualified for intensive services and must meet all four of the following:
  - (a) Have received intensive services and are unable to obtain or retain employment through such services; **and**
  - (b) Who after an interview, evaluation, or assessment, and case management, have been determined
    - (i) To be in need of training services; **and**
    - (ii) To have the skills and qualifications to successfully participate in the selected program of training services; **and**
    - (iii) To have selected programs of training services that are directly linked to the employment opportunities in the local area involved or in another area in which the adults or dislocated workers receiving such services are willing to relocate; **and**
  - (c) Have applied for other grant assistance, including Federal Pell Grants established under Title IV of the Higher Education Act of 1965; **and**
    - (i) Are unable to obtain other grant assistance for such services; **or**
    - (ii) Require assistance beyond the assistance made available under other grant assistance programs, including Federal Pell Grants; **or**
    - (iii) Are waiting for an application for a Federal Pell Grant to be processed, except that if such individual is subsequently awarded a Federal Pell Grant, appropriate reimbursement shall be made to the local area from such Federal Pell Grant.

- (d) If funds are limited, federal statutory priority of service guidelines must be considered in the case of adults, but do not apply to dislocated workers.
- (2) Training services are listed in WIA Section 134 (d) (4) (D). Because workers may need to up-skill or re-skill to compete for limited career opportunities, training will be a particularly vital service during the economic recovery, and overall training enrollments are expected to increase. Training services may include occupational skills training, on-the-job training, programs that combine workplace training and related instructions, including registered apprenticeship, training programs operated by the private sector, skill upgrade and retaining, entrepreneurship training, job readiness training, adult education and literacy training, and customized training. These funds can also be used to support adult basic education training, including English as a second language. Under ARRA, the full cost of training may be paid at the beginning of the training program to insure that ARRA participants have the opportunity to complete their training program.
- (3) A dislocated worker participating in training under Title I of WIA is deemed to be in training with the approval of the Virginia Employment Commission Unemployment Insurance Program. This ensures that unemployment compensation cannot be denied to the individual solely on the basis that the individual is not available for work because he or she is in training.

## 5. Sequence of Service

Sequence of services for the WIA Adult and Dislocated Worker program as follows:

- Before providing intensive services, a local area must determine that an individual is unable to obtain employment through core services, among other criteria.
- To provide training services to an individual, the local area must determine that an individual is unable to obtain employment through intensive services, among other criteria.

As stated in the preamble to the WIA regulations, these determinations do not mean that the individual must go through layers of services to prove that need; the determination of need itself can be a core and/or intensive services, such as an assessment or development of an Individual Employment Plan. Thus, a case worker could initially meet with a participant, assess his or her skills and consider labor market conditions, and determine that core or intensive services will not be sufficient to result in employment for the participant. The provision of training or other needed services can then be provided sequentially, concurrently, or in whatever order makes the most sense for the individual.

## 6. Priority of Service

Federal law stipulated that in the event that funds allocated to a local area for adult employment and training activities are limited, priority shall be given to recipients of public assistance and other low-income individuals for intensive services and training services. Priority of services must also apply for veterans and eligible spouses sufficient to meet the requirements of 20 CFR part 1010, published at Fed. Reg. 78132 on December 1, 2008, the regulations implementing priority of services for veterans and eligible spouses in Department of Labor job training programs under the Jobs for Veterans Act. Under sec. 1010.310(b)(3) of these regulations, when the veterans priority is applied in conjunction with another statutory priority like the Recovery Act's priority for recipients of public assistance and low-income individuals, veterans and eligible spouses who are members of the Recovery Act priority group must receive the highest priority within the priority group, followed by non veteran members of the Recovery Act priority group.

Federal priority guidelines apply to adult funds only. Funds allocated for dislocated workers are not subject to this requirement.

Funds in WIA #2 have been determined to be limited, therefore, priority service must be provided based on the federal criteria above.

The Program Operator is responsible for initial eligibility determination for services and responsible for maintaining adequate documentation. Eligibility records will be reviewed periodically by WIB Staff.

Employed workers may be served if in compliance with the "Self Sufficiency and Employed Worker Policy" approved by the Workforce Investment Board and posted on the WIB website.

The Program Operator is liable for any repayment of funds necessitated by serving an ineligible client.

Residency may not be used for priority of services regarding core services. Core services shall be universally available to all adults and dislocated workers regardless of where they live. Adults and dislocated workers cannot be categorically denied enrollment into intensive and training services based on residency.

## G. Scope of Work

All planned activities must be in compliance with allowable adult/dislocated worker activities as contained in State Policy 00-6, "Universal Access, Adult Eligibility and Priority of Services." ([www.vwn.virginia.gov/pdfs/policy006.pdf](http://www.vwn.virginia.gov/pdfs/policy006.pdf)) It is the intent of the Recovery Act that WIA Adult funds be used to provide the necessary services to substantially increased numbers of adults to support their entry or reentry into the job market. Assessments and data-driven career counseling should be integrated into their service strategies to support adults in

successful training and job search activities that align with areas of anticipated economic and job growth. Recovery Act funds can be used on all activities specified under the WIA Adult/DLW programs. The Recovery Act specifically emphasizes the authority to use these funds for supportive and needs-related payments to ensure participants have the means to pay living expenses while receiving training. This should allow workers to pursue training of sufficient duration to acquire skills and credentials of value that will connect them to emerging jobs as the economy recovers. Supportive services may include transportation, child care, dependent care, housing, and other services that are necessary to enable an individual who is unable to obtain the services from other programs to participate in activities authorized under WIA.

H. Level of Service

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

I. Adult/Dislocated Worker Performance Requirements

Under WIA there are four (4) required core performance measures for the Adult Program and four (4) required core performance measures for the Dislocated Worker Program. Additionally, two (2) customer satisfaction measures are also being required. The performance measure and cost specifications are minimum standards required for all proposals submitted.

**Adult Program**

Adult Entered Employment Rate	80%
Adult Retention Rate at 6 months	85%
Adult Average Earnings	\$ 7,500
Adult Employment and Credential Rate	70%

**Dislocated Worker Program**

Dislocated Worker Entered Employment Rate	85%
Dislocated Worker Retention Rate at 6 months	90%
Dislocated Worker Average Earnings	\$12,500
Dislocated Worker Employment and Credential Rate	70%

### Customer Satisfaction

Employer	72%
Participant	72%
Average cost per client served	\$ 3,500
Average cost per placement (Dislocated Worker)	\$ 4,500
Average cost per placement (Adult)	\$ 5,000

### 3. DELIVERER OF YOUTH PROGRAM SERVICES

#### 1. YOUTH ELIGIBILITY TO RECEIVE SERVICES

An eligible youth is an individual who:

- a. Is age 14 through 24;
- 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;
- 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 —

1. Receives or is a member of a family that receives cash payments under a Federal, State or local income-based public assistance program;
2. 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 —
  - OMB Poverty Level, **or**
  - 70 percent of the Lower Living Standard Income Level.
3. 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;
4. Qualifies as a homeless individual, as defined by in subsections (a) and (c) of section 103 of the Stewart B. McKinney Homeless Assistance Act;
5. Is a foster child on behalf of whom State or local government payments are made; or
6. 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

- OMB Poverty Level; **or**
- 70 percent of the Lower Living Standard Income Level.

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 19-24) Juvenile – (Younger Youth, ages 14-18)

1. for whom services under this Act may be beneficial; or
2. 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 —

1. an eligible youth who is a school dropout; or
2. 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 and 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 24 on the date of initial program participation.

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

Pregnant or parenting – the term “pregnant or parenting” means an individual who is under 24 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 not do 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.).

B. 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." ([www.vwn.virginia.gov/pdfs/policy005.pdf](http://www.vwn.virginia.gov/pdfs/policy005.pdf)). Also all planned activities must be in compliance with youth program requirements as contained in the ARRA.

C. SUMMER ONLY ACTIVITY

a. Duration

"Summer Only" participation may occur between contract award date and September 30, 2009.

b. Assessment

An educational assessment (TABE) as well as an Interest Inventory assessment is required on all "Summer Only" participants.

c. Service Strategy

An abbreviated Youth Service Strategy will be required to be completed prior to placement at a work experience worksite.

d. Work Experience (W/E)

"Summer Only" participants must receive work experience as a part of their summer experience. Participants are paid an incentive for their W/E participation. The incentive policy and payment procedure must be approved by the Workforce Investment Board prior to participants participating in the W/E activity. A copy of any currently approved W/E incentive policies must be submitted with the proposal.

W/E worksites must be developed for the work experience assignments and site placement must be matched to the client based on age, location, job duties (child labor), interests, goal, and other individual factors in order that each client will have a meaningful work experience assignment.

All worksite supervisors are required to receive orientation and training necessary to adequately supervise the clients and to meet the work readiness goals set for the summer employment participants. A worksite agreement is also required to be in place between the Youth Operator and the worksite prior to client placement at the site. The W/E worksite assignment may not unfavorably impact current employees and may not impair existing contracts for services or collective bargaining agreements. Each worksite selected must introduce and reinforce the

rigors, demands, rewards and sanctions associated with holding a job. **None of the funds appropriated or otherwise made available under the ARRA may be used by any state or local government, or any private entity, for any casino or other gambling establishments, aquarium, zoo, golf course, or swimming pool. A youth may work in the office area at the local recreation department swimming pool but is not allowed to work around the pool. This same interpretation applies to any golf course owned and/or operated by a unit of local government.** Consideration must be given to utilizing a wide array of worksites including public sector, private sector, and non-profit sites. This may also include project based community service learning opportunities not conducted at an employer worksite. Worksite supervisor, including participant to staff ratio is critical.

e. Work Readiness

The work readiness indicator is the only performance measure to assess the effectiveness of “Summer Only” participation. All proposers must plan on achieving an 85% Work Readiness Goal completion rate as a performance measure for this goal.

Each proposer must submit their proposed work readiness curriculum including pre-post tests, instruction materials, certification, etc. with their proposal. All work readiness curriculum must be approved by the Workforce Investment Board.

f. Priority of Service

At a minimum, 35 percent of the ARRA funds shall be expended to provide youth activities to out-of-school youth.

No more than 5 percent of the youth participants served 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 skill 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 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.

g. Supportive Services

Supportive Services may include the following:

Assistance with transportation

Assistance with child care and dependent care costs

Assistance with housing cost

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

h. Performance

Work Readiness Skill Goal Attainment – 85%

Cost per participant served - \$2,500-\$3,500

i. Significant Segment Service Levels

In-school youth served – 65%

Out-of-school youth served – 35%

j. Handicapped Accessibility

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

k. Follow-up

Follow-up services are not required for “Summer Only” youth participants.

D. YEAR AROUND PROGRAM DESIGN

Under the ARRA, funds may be used to provide WIA Youth services other than “Summer Only” participation. Any ARRA youth that participate beyond the “Summer Only” component are subject to all program requirements, including performance, applicable to WIA Youth as contained in the Workforce Investment Act. The following requirements apply to all ARRA youth served beyond the “Summer Only” component.

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.

Case Manager to Client Ratio -

The average Case Manager to client ratio should be at least 1:25 but no higher than 1:50. Exceptions to this standard may be granted when justified.

a. PRIORITY OF SERVICE

At a minimum, 35 percent of the ARRA funds shall be expended to provide youth activities to out-of-school youth.

No more than 5 percent of the youth participants served 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.

b. 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 transportation;

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.

c. FOLLOW-UP SERVICES FOR YOUTH

Follow-up services for youth may include:

Leadership development and supportive service

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. Services beyond the 12-month period should be based on the needs of the individual youth.

d. 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. The State is requesting a waiver from DOL to waive WIA performance other than work readiness, for out-of-school youth ages 18 to 24 for work experience only participation beyond the "Summer Only" period which ends September 30, 2009. This waiver, if approved would allow out-of-school youth ages 18 to 24 to participate in W/E only for the first six months following the Summer of 2009 (10/1/09 – 3/31/10)

e. 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.

f. CONCURRENT ENROLLMENT FOR YOUTH

For purposes of WIA, eligible youth are 14 through 24 years of age. Adults are defined as individuals 18 and older. Individuals 18 through 24 may be eligible for both adult and youth programs.

Eligible individuals who are 18 through 24 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.

g. 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.

h. SUMMER EMPLOYMENT PROGRAMS

Summer employment opportunities that link academic and occupational learning as one part of the comprehensive local program design. Summer programs under WIA are not intended to be stand alone 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. This applies only if youth are provided

with all required program elements and is not the same as “Summer Only” participation.

i. 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.

j. LEVEL OF SERVICE

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

k. YOUTH PERFORMANCE REQUIREMENTS

Under WIA there are seven required core performance measures for youth. Four of these measures apply to older youth (ages 19-24): 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 19-24) Core Performance Measures:

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

Of those who are not employed at registration and who are not enrolled in postsecondary or advanced training in the first quarter after exit:

Number of older youth who have entered employment by the end of the first quarter after exit.

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

Of those who are employed in the first quarter after exit and who are not enrolled in postsecondary education or advanced training in the third quarter after exit:

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

### **Older Youth Average Earnings Change in Six Months – \$ 2,500**

Of those who are employed in the first quarter after exit and who are not enrolled in postsecondary education or advanced training in the third quarter after exit:

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

### **Older Youth Credential Rate – 55%**

Number of older youth who are in employment or postsecondary education or advanced training in 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 exit during the quarter.

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

#### **Skill Attainment Rate – 85%**

Of all in-school youth and any out-of-school youth assessed to be in need of basic skills, work readiness skills, and/or occupational skills:

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 goals set.

#### **Diploma or Equivalency Attainment Rate – 70%**

Of those who register without a diploma or equivalent:

Number of younger youth who attain secondary school diploma or equivalent by the end of the first quarter after exit divided by the number of younger youth who exit during the quarter (except those still in secondary school at exit).

### **Retention Rate – 65%**

Number of younger youth in one of the following categories in the third quarter following exit:

Postsecondary education  
Advanced training  
Employment  
Military service  
Qualified apprenticeships

Divided by the number of younger youth who exit during the quarter (except those still in secondary school at exit).

### Youth (age 14-24) – Common Measures

The following measures are not currently being counted in performance, however, they are being tracked and reported on. Each Youth Operator must develop practices to ensure successful performance outcomes for each measure.

Placement in Employment or Education

Attainment of a degree or certificate

Literacy and Numeracy Gains

**Cost** – The average cost per participant to be served cannot exceed \$5,000.

### 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 24 at registration will be included in the older youth measures) regardless of how old the participant is at exit.

## 1. 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:

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

## m. 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 a case closure within the quarter (case closure 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 funded or partner program funded services for 90 days and has no planned gap in services after case closure then the participant will be soft exited by the VWC system retroactive to the last date of service. Once a client has been soft exited by the system then that participant will be included for the purpose of measurements in the exit based measure.

n. 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.

o. 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. Only three (3) goals may be set and 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.).

p. 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.

q. 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.

r. SIGNIFICANT SEGMENT SERVICE LEVELS

In-school youth served —	65%
Out-of-school youth served —	35%

4. COST SPECIFICATIONS

All costs incurred by sub-recipients associated with agreements that are for the delivery of services are considered program cost. Any incidental administration in the process of service delivery is also considered a program cost. It is the intent of Congress for the vast majority of all ARRA Youth funds to be expended on summer employment during summer 2009. Additionally ARRA funds are to supplement existing WIA funds and not to supplant those funds.

5. 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. The bond must be applicable only to the Workforce Investment Board and irrevocable during the contract period.

6. LIABILITY DISTRIBUTION POLICY

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.

7. AREAS OF SERVICE

Only jurisdictions within Planning Districts 3 and 4 of Virginia.

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 Terms and Conditions





**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:

4. SOLICITATION NO.:

5. DATE ISSUED: 04/03/09

6. CONTRACT NO.:

7. DURATION:

FROM \_\_\_\_\_ TO June 30, 2010

**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 **April 24, 2009**.
- 2. All offers are subject to compliance with items listed in the schedule below.

**SCHEDULE**

- I. Certifications
- II. Offeror's Standard Information
- III. Statement of Work
- IV. Budget Information
- V. Special Terms and Conditions
- 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

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

PY 09 TITLE ARRA

Period: From \_\_\_\_\_ To 6/30/10

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.

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

---

Name and Title of Authorized Representative

---

Signature of Authorized Representative

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

---

Name and Title of Authorized Representative

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Signature of Authorized Representative

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 Exclusion–Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require 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. “RFP-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

**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

## ***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**

### **ARRA ADULT/DLW**

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 Program elements to all clients being served.
3. Provide a detailed overview of how RFP Part II (item 2) specifications will be adhered to. All required areas in RFP Part II (item 2) must be addressed in this section.
4. Complete a flowchart illustrating how a participant will proceed through the proposed program, and how clients will avail themselves of the required program elements. A narrative description of this delivery system and flowchart is required.
5. Provide specific information on how the proposed program will achieve customer satisfaction and continuous improvement.
6. Provide a description of the participant outreach/recruitment process.
7. Describe the target groups and the significant segments to be served.
8. Describe the proposed supportive services to be offered participants including the method used to determine need, if applicable; if not, respond with "NA."

9. Describe how the program adheres to the performance standards as outlined in Part II of the specifications.
10. Indicate how the program will be promoted to the public and area businesses.
11. Describe the non-WIA resources utilized to provide additional services to participants.
12. State the geographic area to be served.
13. Provide a statement indicating that your agency will comply with the General Terms and Conditions as contained in this package and all changes thereto.

**STATEMENT OF WORK**  
**ARRA 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. Both "Summer Only" and Year Around program activities must be addressed if applicable. For the Year Around program, 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 for any proposed year around program activities.
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.
11. State the geographic area to be served.
12. 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**

**ARRA ADULT/DLW SERVICES**

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

CONTRACTOR \_\_\_\_\_

	<b>% Of Total</b>	<b><i>Amount</i></b>
1. Operational Costs		\$
2. Client Services Costs		\$
3. Direct To Client Costs		\$
<b>TOTAL CONTRACT AMOUNT</b>	100%	\$

**PROGRAM COSTS**

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

**I. OPERATIONAL COSTS**

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. Miscellaneous \$ \_\_\_\_\_

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

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

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

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

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

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

**OPERATIONAL COSTS TOTAL** \$ \_\_\_\_\_

II. CLIENT SERVICES COSTS

- A. Personal Services (From Staff Worksheet) \$ \_\_\_\_\_
- B. Fringe Benefits (Staff) \$ \_\_\_\_\_
- C. Travel \$ \_\_\_\_\_

**CLIENT SERVICES COSTS TOTAL** \$ \_\_\_\_\_

III. DIRECT TO CLIENT COSTS

- A. Basic Work Readiness \$ \_\_\_\_\_
- B. Internship Incentives \$ \_\_\_\_\_
- C. Work Experience Incentives \$ \_\_\_\_\_
- D. Out of Area Job Search \$ \_\_\_\_\_
- E. Follow-up Services \$ \_\_\_\_\_
- F. Other Intensive Services
  - 1. \_\_\_\_\_ \$ \_\_\_\_\_
  - 2. \_\_\_\_\_ \$ \_\_\_\_\_
  - 3. \_\_\_\_\_ \$ \_\_\_\_\_

**OTHER SUBTOTAL** \$ \_\_\_\_\_

- G. On-the-Job Training \$ \_\_\_\_\_
- H. Customized Training \$ \_\_\_\_\_

I. Occupational Skills Training (Using vouchers/ITAs)

- 1. Tuitions/Fees \$ \_\_\_\_\_
- 2. Books/Supplies \$ \_\_\_\_\_
- 3. Other (Specify) \$ \_\_\_\_\_
- \_\_\_\_\_ \$ \_\_\_\_\_
- \_\_\_\_\_ \$ \_\_\_\_\_
- \_\_\_\_\_ \$ \_\_\_\_\_

**OCCUPATIONAL SKILLS TRAINING SUBTOTAL** \$ \_\_\_\_\_

J. Other Training Services

1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____

OTHER TRAINING SERVICES SUBTOTAL \$ \_\_\_\_\_

K. Supportive Services

1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____

SUPPORTIVE SERVICES SUBTOTAL \$ \_\_\_\_\_

L. Needs Based Payments \$ \_\_\_\_\_

**DIRECT TO CLIENT COSTS TOTAL** \$ \_\_\_\_\_

**PROGRAM COSTS TOTAL** \$ \_\_\_\_\_



**PROGRAM SUMMARY**

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

	I.	II.	A.	A.1	B.	C.	III
Report Period	Total Participants	Total Terminations	Entered Unsubsidized Employment	Employed Who Rec'd Recognized Credential	Other Positive	Non Positive	Current on Board
1 <sup>st</sup> Qtr. 5-15 to 9-30							
2 <sup>nd</sup> Qtr. 5-15 to 12-31							
3 <sup>rd</sup> Qtr. 5-15 to 3-31							
4 <sup>th</sup> Qtr. 5-15 to 6-30							

RELATIONSHIPS: I – II = III; A + B + C = 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)				
18 – 24					Black (Non-Hispanic)				
25 – 44					Hispanic				
45 – 54					American Indian and Alaskan Native				
55 & Over					Asian & Pacific Islander				
					Dropouts				

***CUMULATIVE MONTHLY PROJECTED EXPENDITURES***

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

COST CATEGORY	MAY 2009	JUNE 2009	JULY 2009	AUG. 2009	SEPT. 2009	OCT. 2009	NOV. 2009
Operational Costs							
Client Service Costs							
Direct to Client Costs							
TOTAL							
COST CATEGORY	DEC. 2009	JAN. 2010	FEB. 2010	MAR. 2010	APR. 2010	MAY 2010	JUNE 2010
Operational Costs							
Client Service Costs							
Direct to Client Costs							
TOTAL							

**BUDGET DATA**

**COST REIMBURSEMENT CONTRACTS**

**ARRA YOUTH SERVICES**

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

CONTRACTOR \_\_\_\_\_

	<b>% Of Total</b>	<b><i>Amount</i></b>
1. Operational Costs		\$
2. Client Services Costs		\$
3. Direct To Client Costs		\$
<b>TOTAL CONTRACT AMOUNT</b>	100%	\$

# PROGRAM COSTS

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

## I. OPERATIONAL COSTS

- 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)
    - \_\_\_\_\_ \$ \_\_\_\_\_
    - \_\_\_\_\_ \$ \_\_\_\_\_
    - \_\_\_\_\_ \$ \_\_\_\_\_

**OPERATIONAL COSTS TOTAL** \$ \_\_\_\_\_

## II. CLIENT SERVICES COSTS

- A. Personal Services (From Staff Worksheet) \$ \_\_\_\_\_
- B. Fringe Benefits (Staff) \$ \_\_\_\_\_
- C. Travel \$ \_\_\_\_\_

**CLIENT SERVICES COSTS TOTAL** \$ \_\_\_\_\_

# PROGRAM COSTS

## III. DIRECT TO CLIENT COSTS

A. Work Experience Incentives \$ \_\_\_\_\_

B. Occupational Skills Training

1. Tuitions/Fees \$ \_\_\_\_\_

2. Books/Supplies. \$ \_\_\_\_\_

3. Other (Specify)

a. \_\_\_\_\_ \$ \_\_\_\_\_

b. \_\_\_\_\_ \$ \_\_\_\_\_

OCCUPATIONAL SKILLS TRAINING SUBTOTAL \$ \_\_\_\_\_

C. Tutoring/Study Skills \$ \_\_\_\_\_

D. Internships Incentives \$ \_\_\_\_\_

E. Job Shadowing \$ \_\_\_\_\_

F. Mentoring \$ \_\_\_\_\_

G. Summer Employment Activities

1. Incentives \$ \_\_\_\_\_

2. Supportive Services \$ \_\_\_\_\_

3. Other (Specify)

a. \_\_\_\_\_ \$ \_\_\_\_\_

b. \_\_\_\_\_ \$ \_\_\_\_\_

c. \_\_\_\_\_ \$ \_\_\_\_\_

SUMMER EMPLOYMENT ACTIVITIES SUBTOTAL \$ \_\_\_\_\_

H. Follow-up Services

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

I. Supportive Services (Specify)

1. \_\_\_\_\_ \$ \_\_\_\_\_  
2. \_\_\_\_\_ \$ \_\_\_\_\_  
3. \_\_\_\_\_ \$ \_\_\_\_\_

SUPPORTIVE SERVICES SUBTOTAL

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

J. Other (Specify)

1. \_\_\_\_\_ \$ \_\_\_\_\_  
2. \_\_\_\_\_ \$ \_\_\_\_\_  
3. \_\_\_\_\_ \$ \_\_\_\_\_  
4. \_\_\_\_\_ \$ \_\_\_\_\_  
5. \_\_\_\_\_ \$ \_\_\_\_\_

OTHER SUBTOTAL

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

DIRECT TO CLIENT COSTS TOTAL

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

TOTAL PROGRAM COSTS

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

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	INCENTIVE RATE	TOTAL INCENTIVES
SUMMER WORK EXPERIENCE					



**IN-SCHOOL YOUTH PROGRAM SUMMARY**

**“Summer Only”**

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

Cumulative Enrollment and Termination

	I.	II.	A.	B.	III.	IV.
Report Period	Total Participants	Total Terminations	Completion	Non-Completion	Current Participants on Board	Attained Work Readiness Goals
1 <sup>st</sup> Qtr. 5-15 to 9-30						
2 <sup>nd</sup> Qtr. 5-15 to 12-31						
3 <sup>rd</sup> Qtr. 5-15 to 3-31						
4 <sup>th</sup> Qtr. 5-15 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				

**OUT-OF-SCHOOL PROGRAM SUMMARY**

**“Summer Only”**

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

Cumulative Enrollment and Termination

	I.	II.	A.	B.	III.	IV.
Report Period	Total Participants	Total Terminations	Completed	Not Completed	Current Participants on Board	Attained Work Readiness Goal
1 <sup>st</sup> Qtr. 5-15 to 9-30						
2 <sup>nd</sup> Qtr. 5-15 to 12-31						
3 <sup>rd</sup> Qtr. 5-15 to 3-31						
4 <sup>th</sup> Qtr. 5-15 to 6-30						

RELATIONSHIPS: I – II = IV; 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)				
19 - 24					Black (Non-Hispanic)				
					Hispanic				
					American Indian and Alaskan Native				
					Asian & Pacific Islander				
					Dropouts				

**IN-SCHOOL YOUTH PROGRAM SUMMARY**

**“Year Around”**

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

Cumulative Enrollment and Termination

	I.	II.	A.	A(1).	B.	III.	IV.	V.
Report Period	Total Participants	Total Terminations	Positive	Post Secondary Education Advanced Training Employment Military Service Apprenticeship	Non-Positive	Current Participants on Board	Attained Skill Goals	Attained Second Dip./Equiv.
1 <sup>st</sup> Qtr. 5-15 to 9-30								
2 <sup>nd</sup> Qtr. 5-15 to 12-31								
3 <sup>rd</sup> Qtr. 5-15 to 3-31								
4 <sup>th</sup> Qtr. 5-15 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				

**OUT-OF-SCHOOL PROGRAM SUMMARY**

**“Year Around”**

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

Cumulative Enrollment and Termination

	I.	II.	A.	A(1).	B.	C.	IV.
Report Period	Total Participants	Total Terminations	Enter Unsub. Employment	Employed & Received Credentials	Other Positive	Non-Positive	Current Participants on Board
1 <sup>st</sup> Qtr. 5-15 to 9-30							
2 <sup>nd</sup> Qtr. 5-15 to 12-31							
3 <sup>rd</sup> Qtr. 5-15 to 3-31							
4 <sup>th</sup> Qtr. 5-15 to 6-30							

RELATIONSHIPS: I – II = IV; 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)				
19 - 24					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	MAY 2009	JUNE 2009	JULY 2009	AUG. 2009	SEPT. 2009	OCT. 2009	NOV. 2009
Operational Costs							
Client Service Costs							
Direct to Client Costs							
TOTAL							
COST CATEGORY	DEC. 2009	JAN. 2010	FEB. 2010	MAR. 2010	APR. 2010	MAY 2010	JUNE 2010
Operational Costs							
Client Services Costs							
Direct to Client Costs							
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

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

- a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- b. The Workforce Investment Board (WIB) staff representative may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the WIB a credit for any savings. Said compensation shall be determined by one of the following methods:
  1. By mutual agreement between the parties in writing; or
  2. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. The contractor shall present the WIB with all vouchers and records of expenses incurred and savings realized. The WIB shall have the right to audit the records of the contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the WIB within thirty (30) days from the date of receipt of the written order from the WIB. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedure for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provisions of this contract shall excuse the contractor from promptly complying with the changes ordered by the WIB or with the performance of the contract generally.

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 WIB staff representative reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is more than 12 months, either party, without penalty, may terminate the resulting contract after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- 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.
  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, and 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. Any repayment of funds resulting from WIA services provided to an ineligible participant will be the responsibility/liability of the Contractor.

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 Contractor 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 Contractor agrees to receive, administer, disburse, and account for the said funds and such property as may be acquired therewith or otherwise be placed under its control in accordance with all applicable local, state, and federal requirements. By receipt of said funds, the 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 60 days after the contract ending date. Upon expiration of this 60 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 30 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 60 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. Subsequent to closeout of this contract, the Issuing Activity is responsible for the relocation/disposal of all remaining property purchased under this 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 for direct WIA activities must be approved by the WIB Staff Representative (or duly-authorized representative) prior to purchasing or any commitment to purchase or acquired. (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 requested. Other requested 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 not divulge any information regarding applicants, participants, or their families without the express written permission of the applicant or participant. Based on written agreements that ensure the privacy of program data, the contractor will provide information necessary for the purposes related to the performance or evaluation of the contract. Participant information/data 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.

The contractor will make available to members of the public, who request them, the names of all individuals employed in staff positions. If the participant provides express documented permission to the contractor, the contractor may make available to the public information regarding the participant to the extent the permission allows.

23. Legal 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(s), or any of the parties involved in the implementation and administration of the WIA program.

24. Right of Access

The VCCS, 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 Subcontractor(s) 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 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 subcontract.
- h. Will comply with the Executive Order 11246 (Equal Employment Opportunities), the Copeland "Anti-Kick-Back" Act, and the Davis-Bacon Act, whenever the Act's provisions apply to the contract.
- 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 VCCS, 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 these General Terms and Conditions.

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 Contractor agrees that it will not, by act of commission or omission, do or fail to do any act that would hinder, frustrate or delay 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 Contractor 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 Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This sub-grant will be administered in an impartial manner, free from personal, financial, or political gain. The Contractor, their executive staff and employees, in administering this sub-grant, will avoid situations, which give rise to 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 Contractor will receive favorable treatment for enrollment into services provided by, or employment with, the Contractor. The Contractor will also avoid entering into any agreements for services with a relative by blood, adoption, or marriage. When it is in the public interest for the Contractor to conduct business (only for the purpose of services to be provided) with a relative, the Contractor 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 Contractor 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 Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, 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 Contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the Contractor. Supplies, materials, equip-

ment, 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(s) 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 Contractor will have an independent audit performed annually. The Contractor 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 Contractor will ensure the auditor issues the Workforce Investment Board a copy of the audit report upon its completion. The WIB, VCCS, and the Virginia Auditor of Public Accounts will determine the acceptability of the audit reports.

The WIB will provide the VCCS 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 Subcontractor(s) 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 VCCS timely notification of the possibility of disallowed costs incurred by its Contractors/Subcontractors. In appropriate cases, the VCCS 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 VCCS. Any required repayment will not be by or from federal funds.