



## **Request for Proposals**

<b>Issue Date:</b>	March 28, 2025
<b>Title:</b>	Investing in Workforce Development Innovation for the Future of the Commonwealth
<b>Issuing Agency:</b>	Virginia Works, the Commonwealth of Virginia Virginia's Department of Workforce Development and Advancement (VDWDA) Workforce Innovation Opportunity Act (WIOA) Title I 2221 Edward Holland Drive Richmond, VA 23230
<b>Performance Period:</b>	12 months
<b>Eligible Respondents:</b>	Local Workforce Development Boards, Educational Institutions, and Non-Profit Entities including Professional Associations.
<b>Funding:</b>	Amount available for awards: \$900,000 Maximum Award Per Application: \$150,000
<b>Application Deadline:</b>	5 PM ET April 25, 2025
<b>Proposal Inquiries:</b>	<a href="mailto:subawardinquiries@virginiaworks.gov">subawardinquiries@virginiaworks.gov</a>
<b>Submission Instructions:</b>	Send application to <a href="mailto:subawardinquiries@virginiaworks.gov">subawardinquiries@virginiaworks.gov</a>

Each Applicant will receive a confirmation email that the proposal has been received.



**IF APPLICANT IS A LOCAL WORKFORCE DEVELOPMENT BOARD (LWDB):**

***The Undersigned Offers and Agrees to Furnish the Goods/Services in Accordance with the Attached Signed Proposal.***

*The undersigned shall abide by and shall ensure that all activities conducted comply with the applicable federal, state, and local laws, regulations and directives located in Section 5 Certification and Assurances of the RFP. These Assurances and Certifications must be incorporated into any contracts developed to implement activities under the award.*

**Please use verified digital signatures. Instructions found here:**

<https://www.adobe.com/in/acrobat/business/how-to/create-digital-signature.html?msockid=14564988a8b36fa931bb5c04a9f06e0f>

LWDA Name:

LWDA #:

LWDB Chair Name (Print):

Signature:

Date:

LWDB Executive Director Name (Print):

Signature:

Date:

**Local Workforce Development Area Grant Recipient:**

Locality Name:

Employer Identification Number (EIN):

Data Universal Number System (DUNS) Number:

Address:

Authorized Signatory Name (Print):

Title:

Signature:

Date:

Email:

**Person to Contact Concerning this Proposal:**

Name:

Email:

Phone Number:



**ALL OTHER APPLICANTS:**

\*Applicant must submit this application in partnership with their LWDB

***The Undersigned Offers and Agrees to Furnish the Goods/Services in Accordance with the Attached Signed Proposal.***

*The undersigned shall abide by and shall ensure that all activities conducted comply with the applicable federal, state, and local laws, regulations and directives located in Section 5 Certification and Assurances of the RFP. These Assurances and Certifications must be incorporated into any contracts developed to implement activities under the award.*

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<https://www.adobe.com/in/acrobat/business/how-to/create-digital-signature.html?msocid=14564988a8b36fa931bb5c04a9f06e0f>

**Applicant:**

Organization Name:

Employer Identification Number (EIN):

Data Universal Number System (DUNS) Number:

Address:

Authorized Signatory Name (Print):

Title:

Signature:

Date:

Email:

**Point of Contact Concerning this Proposal:**

Name:

Title:

Email:

Phone Number:

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### **SECTION 1 – OVERVIEW**

#### **1.A. Purpose**

The Virginia Secretary of Labor announces the availability of \$900,000 in Workforce Innovation Opportunity Act (WIOA) Title I Governor’s set-aside funds. Up to \$150,000, per Applicant, will be available through a competitive award process focused on (1) increasing Registered Apprenticeship enrollment, (2) increasing job placements in high-demand occupations, (3) enhancing the efficiency of American Job Center service delivery via operational improvements, or (4) cultivating digital skills for job seekers in the Commonwealth. The Applicant may address more than one of the above goals per application or submit separate applications for different goals.

Employer Partnerships are encouraged, but not required. Each partner must contribute a letter of commitment with this application describing the intended collaboration. All letters of commitment must be consistent with the Project Narrative.

This funding opportunity is 100% supported by a federal U. S. Department of Labor Employment and Training Administration Workforce Innovation Opportunity Act (WIOA) Title I award (identify FAIN) issued to Virginia Works, the Virginia Department of Workforce Development and Advancement (VDWDA), as the pass-through entity. No costs are financed by nongovernmental sources.

#### **1.B. Background/Statement of Needs**

The Applicant must provide a clear statement of needs that define current and projected workforce development challenges and include data to substantiate the stated challenges. The workplan included in the proposal must align with the statement of needs and clearly address the challenges stated here.

#### **1.C. Funding Availability & Source**

A total of \$900,000 is available to fund grants through a competitive awarding process, with a maximum award of \$150,000.



Cost-reimbursable subawards will be issued by Virginia Works, serving as the Workforce Innovation Opportunity Act (WIOA) Title I Administrative agency for the Commonwealth, in the form of Notices of Obligation (NOO)/ and/or Memorandum of Understanding (MOU) to grant recipients who will serve as subrecipients of Workforce Innovation Opportunity Act (WIOA) Title I funds. Funding requests should be commensurate with the scope and scale of the project proposed. Awards may be issued contingent on conditions that may be required to be addressed prior to implementation activities. In cases where conditions are placed on the awards, no activities shall be conducted resulting in expenditures incurred to the award until the conditions are satisfied. Activities and progress toward the proposal's stated goals and expenditure of funds will be evaluated on a monthly basis. After six months of performance, the evaluations will include a determination regarding sufficient progress towards achieving the stated goals and timely expenditure of funds. In the event that insufficient progress is determined by Virginia Works, a de-obligation of funds may be issued.

*Awarding Agency:* Department of Labor Employment and Training Administration (ETA)

*Federal Award Identification Numbers (FAINs)*

*Federal Award Dates*

24A55AT000054	07/01/2024-06/30/2026
24A55AT000085	07/01/2024-06/30/2027
24A55AW000055	07/01/2024-06/30/2026
24A55AW000090	07/01/2024-06/30/2027
24A55AY000107	07/01/2024-06/30/2026
24A55AY000108	07/01/2024-06/30/2027

*CFDA Numbers:* 17.258; 17.259; 17.278 respectively

*Federal Award Project Description:* Governor's Set Aside Funds under Workforce Innovation Opportunity Act (WIOA) Title I Adult, Youth and Dislocated Worker Programs

*Total Amount of the Federal Award:* \$900,000

*Amount of Federal Funds Obligated by this Action:* Up to \$150,000

*per Applicant.*

*Note:* This is not a Research and Development (R&D) Grant

### **1.D. Performance Period**

12 months: June 27, 2025-June 30, 2026

### **1.E. Allowable Use of Funds**

The use of funds awarded is governed by the Workforce Innovation Opportunity Act (WIOA) of 2014, Workforce Innovation Opportunity Act (WIOA) Federal Award Terms, associated federal regulations and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

### **GOALS OF FUND USAGE:**

1. Registered Apprenticeship enrollments.
  - Participants must be placed in Registered Apprenticeship programs leading to job placement in high-demand occupations, as provided at the following link: <https://voee.org/virginia-2024-high-demand-occupations-dashboard/>
2. Increasing job placements in high-demand occupations.
3. Enhancing the efficiency of American Job Center service delivery via operational improvements.
4. Cultivating digital skills for job seekers.

### **FUNDS CANNOT BE USED FOR:**

- Funds awarded cannot be used to purchase real property or equipment, or to construct buildings.
- Funds awarded cannot be used to purchase food or entertainment.
- Subawards cannot support the hiring of new personnel; Applicants may propose funding for salary and/or wage support of *existing* positions who will be directly responsible for conducting service delivery programmatic objectives and documented through time and effort reporting.
- Administrative costs are limited to 5% of the award.
- Indirect charges may be charged at the de minimis rate of 10% of the Modified Total Direct Costs (2 CFR 200.1).

### **1.F. Participant Eligibility**

Eligible Population: Youth, Adults, Dislocated Workers, as defined under Workforce Innovation Opportunity Act (WIOA) who are seeking training for jobs in high demand occupations. All participants in this grant must be co-enrolled in at least one of the Workforce Innovation



Opportunity Act (WIOA) Title I programs (Youth, Adult, or Dislocated Worker). Project participation must also be tracked through the Virginia Workforce Connection (VAWC), Virginia's electronic system of record.

### **1.E. Funding Match Requirement**

Funding match of 50% of grant award request is required. WIOA Title I funds may not be used to satisfy the match requirement. The Applicant is responsible to determine if the source of the match allows the funds to be applied as match. Match funds must be identified and described in the Budget Narrative, including the source of funds and timeline of use of funds. Reimbursement requests must state the match amount contributed and source.

NOTE: Virginia Works reserves the right to terminate this grant funding and/or suspend monthly reimbursement if the quarterly proportional match is not submitted.

## **SECTION 2 – PROPOSAL INSTRUCTIONS, WORK PLAN ELEMENTS, AND PROPOSAL EVALUATION**

### **2.A. Proposal Instructions and Format**

- A copy of the proposal in its entirety, including Signature page, Budget, and Letters of Commitment from proposed partners.
- Applicants other than LWDBs must include a letter of commitment from their LWDB.
- All Letters of Commitment must be consistent with the Project Narrative.
- Certification and Assurances, and any other attachments, must be emailed in 1 PDF format via email to: [subawardinquiries@viriniaworks.gov](mailto:subawardinquiries@viriniaworks.gov)
- Proposal narrative must be no less than 12-point font, double-spaced, and margins must be one inch top, bottom, left, and right.
- Proposal narrative is limited to 10 pages exclusive of attachments (line-item budget, budget narrative, Certification and Assurances Statement, and letters of commitment).
- Proposal should be labeled by Narrative Element Name and Number.

### **2.B. Required Narrative Elements**

All proposals must address the elements outlined below in narrative form and adhere to the required format, including all the requested information and attachments. The respondent must sign the Certification and Assurances Statement asserting its capacity to effectively conduct and administer a federally funded project, including the ability to collect and report financial information and participant data consistent with federal and pass-through requirements.

The proposal narrative must specifically address the following elements:

**Project Narrative Element A: Project Abstract**

A 300-word summary of the proposed project shall be provided at the beginning of the project narrative. Summarize the project goals and intended outcomes.

**Project Narrative Element B: Identification of Need and Problem Statement (10%)**

Identify gaps or deficiencies in the region's current efforts to substantiate how funding will enhance or facilitate improvement in

1. Registered Apprenticeship enrollments that will lead to job placement in high-demand occupations.
2. Increasing job placements in high-demand occupations.
3. Enhancing the efficiency of American Job Center service delivery via operational improvements.
4. Cultivating digital skills for job seekers.

**Project Narrative Element B: Program Design and Work Plan (30%)**

- Describe the proposed solution and activities to address the problem identified in Narrative Element A.
- Identify partners and specific roles and responsibilities in the grant activities
- Provide a Monthly Project Timeline with deliverables
- Provide a Sustainability Plan to help ensure the project will continue beyond the period of performance. Include details about how funding, service delivery, and staffing (if applicable) will be maintained.
- Applicants who are not Local Workforce Development Boards, must describe how they will work with their Local Workforce Development Board to implement their Work Plan.
- Applicants will receive appropriate level of training needed to input data into the state system of record VAWC. Applicant must describe the extent of their experience with data and performance reporting submissions, including their capacity to fulfil this requirement.
- Work plan must be cohesive with the Statement of Needs

**Project Narrative Element C: Performance Goals and Expected Outcomes: (25%)**

Applicants must provide information regarding type of activities, including type of training to be conducted, goals for the number of participants to be served, and expected program outcomes for employment, training, and wages. This grant opportunity is focused on these specific outcomes, as applicable to program design:

- **Strategic Goal 1:** Number of Registered Apprenticeship enrollments.

- Number and percent of participants to complete their Registered Apprenticeship Training.
- Number and percent of participant job placements in high-demand occupations.
- Average starting hourly wage rate for participants in comparison to standard for the targeted occupation
- Cost per participant
- Job retention
- **Strategic Goal 2:** Enhancing the efficiency of American Job Center service delivery via the operational improvements
  - Current cost per participant versus projected cost per participant because of the operational improvement.
  - Length of time required from enrollment to job placement.
  - Increased proportion of job placements in high-demand occupations.
  - Increase in starting hourly wage rate.
- **Strategic Goal 3:** Cultivating digital skills for job seekers.
  - Number of participants enrolled.
  - Number and percent of participants to complete Training.
  - Number and percent of participant job placements in high-demand occupations.
  - Average starting hourly wage rate for participants in comparison to standard for the targeted occupation
  - Cost per participant
  - Job retention

Successful employment, training, and credential outcomes must be linked to the identified High-Demand Occupations (<https://voee.org/virginia-2024-high-demand-occupations-dashboard/>) in the approved grant proposal.

The Applicant may suggest additional performance metrics for consideration in the Project Narrative. Provide justification for each additional performance metric, as well as a description of how the data will be collected and calculated. These additional performance metrics do not replace the required outcome measures listed in the reporting template that will be provided to sub-award recipients. Additional performance metrics will be considered and evaluated pending approval from the Virginia Works reviewing committee.

Service codes will be established in the VAWC for project participant tracking.

**Project Narrative Element D: Past Grant Award Performance (10%):**

Past performance in carrying out previous grant funded projects will be considered during the application evaluation process with respect to performance outcomes, including expenditure of past awards. Special conditions may be established in the award agreement for successful Applicants with past performance concerns.

**Budget Narrative and Line-Item Budget Worksheet (15%)**

A budget narrative is required to substantiate all costs included in the budget worksheet. The budget narrative should describe each item and show the calculation used to derive the costs. For example, if there are personnel costs for current staff in the budget narrative list each individual position by title, provide a brief description of the function and responsibilities of the position, and provide the salary/hourly wage and benefits breakdown for the position. Budgets without narrative descriptions will be returned to the Applicant for further details and clarification.

Match funds must be identified and described in the Budget Narrative, including the source of funds and timeline of use of funds.

Attached budget template may be modified as necessary to meet the needs of your submission.

**3.C. Proposal Evaluation**

The above criteria must be strictly complied with or will be deemed non-responsive and not eligible for award.

Responsive proposals will be evaluated by a committee which will assess and rank each proposal in accordance with the following scoring rubric.

Past performance in carrying out previous grant funded projects will be considered during the application evaluation process with respect to performance outcomes, including expenditure of past awards. Special conditions may be established in the award agreement for successful Applicants with past performance concerns.

<b>Criteria</b>	<b>Points Possible</b>
Identification of Need and Problem Statement	10
Program Design and Work Plan	30
Performance Goals and Expected Outcomes	25
Past Grant Award Performance	10
Line-Item Budget to include a budget narrative for each item.	15
Strength and Consistency of Letter(s) of Commitment	10
<b>Total Score</b>	<b>100</b>

## **SECTION 3 – POST AWARD ADMINISTRATIVE REQUIREMENTS**

### **3.A. Reporting**

The Applicant will be required to provide monthly progress reports, financial reports of expenditures, and required non-federal match to be described in detail and communicated in award documentation. Reporting templates will be provided to subaward recipients, providing the required reporting elements. Failure to provide the required monthly progress reports will be considered grounds for termination of award.

The monthly reporting template will include:

- Primary goal of grant recipient, clearly stated at the top of the document
- Confirmation of reimbursement submissions
- Key successes
- Key challenges
- Technical assistance needed
- Key data metrics, depending on project goals:
  - Number of Registered Apprenticeship enrollments.
    - Number and percent of participants to complete their Registered Apprenticeship Training.
    - Number and percent of participant job placements in high-demand occupations.
    - Average starting hourly wage rate for participants in comparison to standard for the targeted occupation

- Cost per participant
- Job retention
- Participant drop-out rate
- Digital skills development.
  - Number of participants enrolled.
  - Number and percent of participants to complete Training.
  - Number and percent of participant job placements in high-demand occupations.
  - Average starting hourly wage rate for participants in comparison to standard for the targeted occupation
  - Cost per participant
  - Job retention
  - Participant drop-out rate
- American Job Center operational improvements.
  - Current cost per participant versus projected cost per participant as a result of the operational improvement.
  - Length of time required from enrollment to job placement.
  - Increased proportion of job placements in high-demand occupations.
  - Increase in starting hourly wage rate.

Grant Recipients may be requested to provide a final report summarizing project success and challenges to present to the Virginia Board of Workforce Development.

### **3.B. Closeout**

Within 45 days after the close of the performance period, the subrecipient will submit a final report to include documentation of the achievements and a final report of expenditures.

### **3.C. Method of Payment**

Payment for services shall be made on a reimbursable basis. The Applicant, or fiscal agent if applicable, shall submit Requests for Reimbursement by the 25<sup>th</sup> of the month following the month services were rendered, unless otherwise agreed upon by the subrecipient and Virginia Works. Virginia Works will issue payment forms and instructions as part of the award package.

### **3.D. Budget Modifications:**

Modifications to any line item in the budget require prior approval from Virginia Works and must be requested through submission of a Budget Revision Request to the Virginia Works Program Administrative Coordinator and the assigned Project Manager. Any budget revision requests must be submitted at least 90 days prior to the end of the performance expiration date.

### **3.E. Work Plan Modifications:**

Modifications to the Work Plan deliverables require prior approval from Virginia Works and must be requested through submission of a Work Plan Revision Request to the Virginia Works Program Administrative Coordinator and the assigned Project Manager. Any Work Plan revision requests must be submitted at least 90 days prior to the end of the performance expiration date.

### **3.F. Evaluation**

Subrecipient will be required to participate in the evaluation of outcomes by providing requested data and information. All subrecipients are expected to document lessons learned and share effective and promising practices ascertained through this project both through the monthly reporting process and through a comprehensive component in the final report. Failure to respond timely to requests for data and information may result in de-obligation of funds.

Halfway through the period of performance, following 6 months of grant activity, a thorough evaluation of activities and outcomes will be conducted resulting in a decision to either rescind, reduce, or continue grant funding.

### **3.G. Progress**

Unsatisfactory progress will be communicated in writing to the subrecipient and an opportunity for corrective action will be provided prior to termination of award. A response must be submitted by the subrecipient within 10 business days. If termination of award is determined necessary, the subrecipient will be informed in writing.

## **SECTION 4 – GENERAL AND SPECIAL TERMS AND CONDITIONS**

### **4.A. Audit**

The subrecipient shall procure an annual, organization-wide financial and compliance audit in accordance with the requirements of the Single Audit Act of 1984 and Office of Management and Budget (hereinafter referred to as OMB) 2 CFR Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award-Subpart F- Audit Requirements.

### **4.B. Compliance Monitoring**

In conformance with Section 184 (a)(4) of the Workforce Innovation Opportunity Act (WIOA), OMB 2 CFR Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart D- Post Federal Award Requirements

Standards for Financial Management, and 2 CFR 200.332 Requirements for pass-through entities, Virginia Works shall undertake monitoring of the subrecipient to assess compliance with federal statutes, regulations, and the terms and conditions of funds received under this award. The subrecipient shall provide access to any documents, papers, or other records in order to make audits, examinations, excerpts, and transcripts. The right includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

#### **4.C. Record Retention**

The subrecipient and its contractors shall retain records pertaining to Workforce Innovation Opportunity Act (WIOA) activities and expenditures for a period of three years from the date of submission of the final expenditure report by the Workforce Development Board to Virginia Works in accordance with OMB 2 CFR Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award- Subpart D- Post Federal Award Requirements.

#### **4.D. Intangible Property**

Intangible property acquired under a federal award must comply with 2 CFR Chapter II, Part 200.315 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award- Subpart D- Post Federal Award Requirements and 2 CFR Part 2900.13 USDOL Exceptions to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

#### **4.E. Intellectual Property**

The Federal government reserves a paid-up, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for Federal purposes:

- 1) the copyright in all products developed under the grant, including a grant or subcontract under the grant or subgrant and
- 2) any rights of copyright to which the grantee, Subrecipient or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials); Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. The subrecipient may not use federal funds to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department has a license or rights of free use in such work. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities. The following needs to be on all products developed in whole or in part with grant funds:

“This workforce product was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner.”

#### **4.F. Inventions**

The Subrecipient may retain the entire right, title, and interest to each invention subject to 35 U.S.C. § 203 that was created or developed with funds from the award. With respect to any invention in which the Subrecipient retains title, Virginia Works shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced the subject invention.

#### **4.G. Data Ownership**

Virginia Works and the US Department of Labor (DOL) shall have unlimited rights to any data first produced or delivered under this Agreement.

#### **4.H. 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 Workforce Innovation Opportunity Act (WIOA) funds, the subrecipient shall clearly identify:

- The percentage of the total costs of the program or project that will be financed with Workforce Innovation Opportunity Act (WIOA) funds,
- The dollar amount of Workforce Innovation Opportunity Act (WIOA) funds for the project or activity; and,
- The percentage and dollar amount of the total cost of the project or activity that will be financed by non-Federal sources.

#### **4.I. Cancellation of Agreement**

The purchasing agency reserves the right to cancel and terminate any resulting agreement, in part or in whole, without penalty, upon 30 days written notice to the Subrecipient. In the event

the initial agreement period is for more than 12 months, the resulting agreement may be terminated by either party, without penalty, after the initial 12 months of the agreement period, upon 30 days written notice to the other party. Any agreement cancellation notice shall not relieve the subrecipient of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

#### **4.J. Discretionary Termination**

Performance under this Agreement may be terminated in whole or in part by Virginia Works whenever Virginia Works determines that such termination or suspension is in the best interest of the Commonwealth of Virginia. Termination of work hereunder shall be affected in writing by delivery to the subrecipient a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective. Notice of termination may be served upon the Subrecipient and the surety by mail or any other electronic means. Delivery of the notice of termination shall be to any officer or management/supervisory employee of either the subrecipient or the surety. If no such officer or employee is known or can be found by reasonable inquiry within three (3) business days, the written notice of termination can be posted at the last known address. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery. In no instances shall termination for convenience be effective less than ten (10) business days after the receipt of a certified notice thereof.

- After receipt of the Notice of Termination, the subrecipient shall cancel outstanding commitments covering procurement or rental of materials, supplies, equipment, and miscellaneous items. In addition, the subrecipient shall exercise all reasonable diligence to accomplish the cancellation of any 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 of termination. With respect to such canceled commitments the subrecipient agrees to:
  - Ensure all commitments contain a cancellation clause allowing for termination for cause and fund availability.
  - Settle all outstanding liabilities and all such claims arising out of such cancellation of commitments or ratify all such settlements.
  - Assign to Virginia Works in the matter, at the time and to the extent directed by Virginia Works, all of the rights, titles and interest of the subrecipient under the orders and contracts so terminated. Virginia Works shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts.

#### **4.K. Confidentiality of Personally Identifiable Information**

The subrecipient assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and

the agency's written consent and only in accordance with federal law or the Code of Virginia. Subrecipients who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Subrecipients shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Subrecipients and their employees working on this project may be required to sign a confidentiality statement.

#### **4.L. Nepotism**

No individual may be placed in a Workforce Innovation and Opportunity Act employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.

#### **4.M. Conflicts of Interest**

No officer, or employee, of the subrecipient will solicit or accept money or any other consideration from a third person or entity for the performance of service contained in this contract.

### **SECTION 5 – CERTIFICATIONS AND ASSURANCES**

The subrecipient shall abide by and shall ensure that all activities conducted comply with the following applicable federal, state, and local laws, regulations and directives. These Assurances and Certifications must be incorporated into any contracts developed to implement activities under the award.

- A. Section 89 of the Internal Revenue Code.
- B. Workforce Innovation Opportunity Act (WIOA) and attendant regulations. The subrecipient further certifies that it has no commitments or obligations that are inconsistent with compliance with these and any other pertinent federal regulations and policies, and that any other agency, organization, or party which participates in the implementation of the programs funded pursuant to this Agreement shall have no such commitments or obligations.
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), all requirements imposed by the applicable USDOL regulations (29 CFR Part 32) and all guidelines and interpretations issued pursuant thereto.
- D. Titles VI, VII, and IX of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto. The Subrecipient shall not unlawfully discriminate against any employee or Applicant for employment because of

race, religion, color, sex, age, or national origin unless it is a bona fide occupational qualification reasonably necessary to the normal operation of the subrecipient. The Subrecipient agrees to put in conspicuous places, available to employees and Applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

- E. Prohibitions on discrimination under Sec.188 of the Workforce Innovation Opportunity Act (WIOA).
- F. Virginia Public Procurement Act, §§ 2.2-4300 et seq. of the Code of Virginia.
- G. Virginia Freedom of Information Act, §§ 2.2-3700 et seq. of the Code of Virginia, except as otherwise required by federal or state law, consistent with federal confidentiality requirements and with the Government Data collection and Dissemination Practices Act, §§ 2.2-3800 et seq. of the Code of Virginia.
- H. Occupational Safety and Health Standards for General Industry (29 CFR Part 1910) inclusive of the "Virginia Preface to OSHA Standards Book for General Industry."
- I. Relevant procedures, guidelines, and directives created by the Virginia Board of Workforce Development as provided in §§ 2.2-2472 et seq. of the Code of Virginia.
- J. Virginia Child Labor Laws, §§ 40.1-78 et seq. of the Code of Virginia.
- K. Virginia Workers' Compensation Act, §§ 65.2 et seq. of the Code of Virginia.
- L. The provisions of the following Acts, applicable regulations made pursuant to said Acts, and other listed directives are hereby incorporated by reference. All changes to said Acts, regulations, and directives are automatically incorporated under the award.
  - a. Title I of the Workforce Innovation Opportunity Act (WIOA) (P.L. 113-128);
  - b. Workforce Innovation Opportunity Act (WIOA) 20 CFR Parts 601, 603, 651, 652 et al. Workforce Innovation and Opportunity Act; Notice of Proposed Rulemaking; Proposed Rules including subsequent revisions or amendments;
  - c. Duly authorized waivers approved by the USDOL;

- d. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327 332);
- e. OMB 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule dated December 26, 2013;
- f. OMB 2 CFR Part 2900 USDOL Exceptions to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards dated December 19, 2014;
- g. USDOL administrative regulations, at 41 CFR Part 29 70 (property management-private), 29 CFR Part 93-94 (lobbying restrictions and drug-free workplace), and 29 CFR Parts 96-98 (audits, uniform administrative requirements and debarment and suspension);
- h. Nothing in the Workforce Innovation Opportunity Act (WIOA) (including the amendments made by this Act) shall be construed to supersede the privacy protections afforded parents and students under section 444 of the General Education Provisions Act (20 U.S.C. 1232g);
- i. Executive Order 13333- Human Trafficking (22 U.S.C. §7104 (g)) requires termination without penalty, if a Subrecipient, contractor, or subcontractor engages in human trafficking;
- j. Salary Compensation and Bonus- Public Law 113-6 (Division F, Title I, sections 1101 (a)(4),1102), 112-74 (Division F, Title I, section 105) and TEGL 05-06 restrict subrecipient salary compensation and bonus limitations of an individual, either direct or indirect, at a rate in excess of Executive Level III. TEGL 05-06 is available at:  
[http://wdr.doleta.gov/directives/attach/TEGL/TEGL05-06\\_508.pdf](http://wdr.doleta.gov/directives/attach/TEGL/TEGL05-06_508.pdf)
- k. Executive Order 13513- Prohibition Against Text Messaging While Driving by Government Contractors, Subcontractors and Recipients and Subrecipients;
- l. Buy American Notice Requirements- None of the funds made available under Title I of the Workforce Innovation Opportunity Act (WIOA) may be expended by an entity unless the entity agrees that in expending the funds the entity will comply with (41 U.S.C. 8301-8303);

- m. Federal Funding Accountability and Transparency Act of 2006 or Transparency Act—Public Law 109–282, as amended by section 6202(a) of Public Law 110–252 (31 U.S.C. 6101);
- n. Equal Employment Opportunity Directives;
- o. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) that provide for fair and equitable treatment of persons displaced or whose property is acquired for project purposes of Federal or federally assisted programs, regardless of Federal participation in purchases;
- p. Title IX of the Education Amendments of 1972 (P.L. 92-318), as amended, which prohibits discrimination on the basis of sex;
- q. The Age Discrimination Act of 1975, as amended;
- r. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; and
- s. The Americans with Disabilities Act of 1990 (P.L. 101-336).

The following Certifications are incorporated by reference in this RFP:

- i. Certification Regarding Lobbying (29 CFR § 93);
- ii. Drug-free Workplace Requirements Certification (29 CFR § 94);
- iii. Nondiscrimination and Equal Opportunity Assurance (29 CFR § 38);
- iv. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214).