

Request for Proposals

Issue Date:	March 20, 2023
Title:	Soft Skills Training
Issuing Agency:	Commonwealth of Virginia Virginia Community College System Academic and Workforce Programs 300 Arboretum Place Richmond, VA 23236
Performance Period:	June 26, 2023 - September 30, 2024
Eligible Respondents:	Local Workforce Development Boards (LWDB), Virginia Career Works Centers, and other providers of workforce services.
Funding:	Amount available for awards: \$1,000,000 Maximum Request Per Application: \$150,000 Applicants must provide a 50% match Matching funds can be cash or in-kind
Proposal Inquiries:	Thomas Sheeran at tsheeran@vccs.edu
Submission Instructions:	Proposals shall be submitted no later than April 21, 2023, at 5:00pm. Proposals shall be emailed to WIOA@vccs.edu
Response to Questions	Webinar Q & A to be held on March 24, 2023, at 9:30am Join Zoom Meeting https://vccs.zoom.us/j/83255331390 Or Dial In: 1 301 715 8592 Meeting ID: 832 5533 1390

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

Signature Page

The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

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.

Local Workforce Development Area:

LWDA Name: _____ LWDA #: _____
LWDA Board Chair Name: _____
(Signature and date)
LWDA Executive Director Name: _____

(Signature and date)

Local Workforce Development Area Grant Recipient:

Locality Name: _____ EIN: _____
Address: _____ SAM: _____
Authorized Signatory Name: _____ Title: _____

(Signature and date) Email: _____

Other Community Grant Recipient:

Organization Name: _____ EIN: _____
Address: _____ SAM: _____
Authorized Signatory Name: _____ Title: _____

(Signature and date) Email: _____

Person to contact concerning this proposal:

Name: _____
Email: _____
Phone Number: _____

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SECTION 1 – OVERVIEW

Definitions

- **Letters of Commitment** – Documentation showing specific commitment to active participation on the project. If the applicant is not a LWDB, then the applicant must submit from at least one Virginia LWDB to ensure the proposal will be successful. The commitment must entail a determination of WIOA participant eligibility and documentation/direct referral of active WIOA participation.
- **Letters of Support** – Documentation showing general support of a project.
- **Low-Income** – For the purposes of this grant, low-income is defined as income at or below 200% of the federal poverty line as defined by the United States Census Bureau.
- **Participant** – A reportable individual who has received services after satisfying all applicable programmatic requirements for the provision of services, such as eligibility determination.
- **Reportable Individual** – An individual who has taken action that demonstrates an intent to use program services and who meets specific reporting criteria of the program.
- **Rural** – Office of Management and Budget (OMB) definition of rural is used for the purposes of this grant program. OMB designates counties as Metropolitan, Micropolitan, or Neither. A Metro area contains a core urban area of 50,000 or more population, and a Micro area contains an urban core of at least 10,000 (but less than 50,000) population. All counties that are not part of a Metropolitan Statistical Area (MSA) are considered rural (See the following URL for more information: <https://www.census.gov/programs-surveys/metro-micro.html>).
- **Soft Skills** – Those “soft” skills and competencies, known as core skills, are skills applicable to all professions, including critical thinking, problem solving, public speaking, professional writing, teamwork, digital literacy, leadership, professional attitude, work ethic, career management and intercultural fluency.
- **VaWC (The Virginia Workforce connection)** – The data system of record for participants receiving WIOA Title I funded services in Virginia. Service codes will be established in the VaWC for project participant tracking.
- **WIOA** – The Workforce Innovation and Opportunity Act.

A. Purpose

The Virginia Secretary of Labor announces the availability of up to \$1,000,000 in the Workforce Innovation and Opportunity Act (WIOA) Title I Governor’s set-aside funds. These funds will be available through a competitive award process. Funds should be focused on low-income and disadvantaged, rural jobseekers in Virginia.

Participants to be served through proposed projects must be enrolled into any of the WIOA Titles, including: Title I Workforce Development Activities, Title II Adult Education, Title III Wagner-Peyser, Title IV Rehabilitation Act Services, Title V Senior Community Services Employment Program, or co-enrollment in other Titles or partner programs per 20 CFR 678.400 as appropriate.

The intent of this grant opportunity is to enhance and increase the opportunities for soft skills training and development efforts to improve job placement in in-demand occupations. The in-demand occupations shall be those established by the LWDB responsible for the applicant's region. These soft skills trainings must provide a level of intensive training that is more than passive participation in workshops or similar settings.

This funding opportunity is supported by a federal U. S. Department of Labor Employment and Training Administration WIOA Title I award (AA 36350 21 55 A51) made to the Virginia Community College System (VCCS) as the pass-through entity. Matching funds are required to finance this project.

B. Background/Statement of Needs

Virginia's labor force participation rate increased to 63.7% of the population in December 2022, per a report issued by VEC, in January 2023. See the following weblink for additional information. <https://www.vec.virginia.gov/node/15937>. Despite the potential for a recession in the coming months, many businesses are still continuing to actively seek employees across many sectors and regions in the Commonwealth. To help businesses with this effort, those individuals seeking employment through Virginia's Workforce System must be well prepared to thrive in the workplace to find and retain employment.

The intent of this project is to provide opportunities for innovative soft skills trainings to individuals in low income and disadvantaged, rural communities. Soft skills are required in most any occupation and industry in order for workers to successfully find and retain employment. To that end, this project seeks to engage these individuals and provide them the knowledge and ability to successfully navigate the complex situations they may encounter in the workplace setting.

Skills to be provided to these populations must include at a minimum the following:

- Adaptability-how quickly participants can respond to change and how easily they may master new skills.
- Communication-expression of ideas clearly and engage in productive interaction with others.
- Critical thinking, time management, accountability
- Problem solving, public speaking, professional writing
- Teamwork, leadership, professional attitude, and negotiation

Activities must be targeted at enhancing the quality and/or the quantity of soft skills service being provided to the target population. Responsive proposals will indicate how these skills are being delivered to participants, what will be done to enhance or expand the availability of these trainings, and the data driven reasoning behind utilizing the proposed strategy.

C. Funding Availability & Source

A total of \$1,000,000 is available to fund grants through a competitive awarding process, with a maximum award of \$150,000 to a single applicant.

Cost-reimbursable subawards will be issued by the VCCS, serving as the WIOA Title I Administrative agency for the Commonwealth, to LWDBs in the form of Notices of Obligation (NOO) to grant recipients who will serve as subrecipients. A Memorandum of Understanding (MOU) will be issued to non-LWDBs organizations who may serve as subrecipients.

Funding requests should be commensurate with the scope and scale of the project proposed. Awards may be issued contingent upon receipt and approval of additional work plan details. Funds may be obligated to the recipient on an incremental basis contingent upon the achievement of work plan milestones to be determined and included in award issuance.

All applicants must provide a match of 50% of the requested budget, either in cash or in-kind to qualify for funding. Applicant matches may be provided with federal, state, or other funds. Applicants must describe the plan for matching funds (in-cash or in-kind) including the sources of those funds. All in-kind valuation must be included. For example, in-kind contributions from personnel must describe how the valuation is determined (for example, percent of time at rate of pay).

Awarding Agency: Department of Labor Employment and Training Administration

Federal Award Identification Number (FAIN): AA 36350 21 55 A51

Federal Award Date: 14-Jun-2021

CFDA Numbers: 17.258; 17.259; 17.278 respectively

Federal Award Project Description: Governor's Set Aside Funds under WIOA Title I Adult, Youth and Dislocated Worker Programs

Total Amount of the Federal Award: \$40,568,469.00

Amount of Federal Funds Obligated by this Action: \$1,000,000

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

D. Performance Period:

The performance period for grants awarded through this funding opportunity is June 26, 2023-September 30, 2024.

E. Allowable Uses of Funds

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

- Funds awarded cannot be used to purchase real property or equipment, or to construct buildings.
- 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, as long as the action does not constitute supplanting. See federal regulation: <https://www.ecfr.gov/current/title-45/subtitle-B/chapter-XIII/subchapter-C/part-1323/section-1323.11>
 - For more information and examples of supplanting, see: https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/Supplanting_Guide_Sheet_508_0.pdf.
- Funding cannot be used to purchase food and beverages.
- Funding cannot be used to procure promotional items or entertainment costs; See <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E/subject-group-ECFRed1f39f9b3d4e72/section-200.421>
- 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) or federally approved IDC rate. If the applicant has a federally approved IDC rate, that documentation must be submitted with the proposal.

F. Participant Eligibility

Eligible Population: Participants to be served through proposed projects must reside in a rural area of Virginia, live in a low-income household (see definitions), and be enrolled into any of the WIOA Titles, including: Title I Workforce Development Activities, Title II Adult Education, Title III Wagner-Peyser, Title IV Rehabilitation Act Services, Title V Senior Community Services Employment Program, or co-enrollment in other Titles or partner programs per 20 CFR 678.400 as appropriate. Project participation must also be tracked through the VaWC, Virginia's electronic system of record, either as a participant of a WIOA program OR be a reportable individual within the VaWC.

SECTION 2 – PROPOSAL INSTRUCTIONS AND WORK PLAN ELEMENTS

A. Proposal Instructions and Format

- A copy of the proposal in its entirety, including Signature page, Budget, Letters of Commitment, Letters of Support, Certification and Assurances, and any other attachments, must be emailed in 1 PDF format via email to WIOA@vccs.edu.
- 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, which are sequentially numbered, exclusive of attachments (line-item budget, budget narrative, Certification and Assurances Statement and Letters of Commitment, and Letters of Support).
- Proposal should be labeled by Narrative Element Name and Number.

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:

Narrative Element B1: Identification of Need and Problem Statement (10%)

1. Identify gaps or deficiencies in the region's current efforts to substantiate how funding will enhance or facilitate improvement in providing soft skills to low income/disadvantaged rural job seekers.
2. Provide the current strategy for providing soft skills training and the challenges present to providing services to the target population.
3. Identify counties to be served and confirm the counties designation as rural as defined in the Definition section on page 4.

Narrative Element B2: Program Design (45%)

1. Describe the proposed solution and activities to address the problem identified in Narrative Element B1.
2. Identify partners and roles in the grant activities
3. Provide a detailed Project Timeline with deliverables
4. Provide a data collection plan. Applicants must describe how they will track individuals served under this funding in the Virginia Workforce Connection (VaWC).

Local workforce development boards may use current access to provide these services. Community based organizations must have a plan to either partner with local workforce development boards OR have a plan for current staff to be trained and authorized to access the VaWC to carry out the appropriate data entry.

5. Describe how the project will measure the effectiveness of the proposed outreach program, including analytics/metrics.
6. 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.

Narrative Element B3: Performance Goals/Outcomes: (20%)

Applicants are required to provide goals for the number of participants to be served and expected program outcomes for employment, training, credential attainment, and wages. Outcomes should include the following as applicable to program design:

- Number of project participants to be served
- Successful completion rate of project participants served
- Number of referrals of project participants to WIOA Title programs
- Number of soft skills trainings or cohorts trained
- Evaluation demonstrating increases in soft skills of participants

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

Narrative Element B4: Budget Narrative and Line-Item Budget Worksheet (20%)

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 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 for the position. Budgets without narrative descriptions will be returned to the applicant for further details and clarification.

The source of the matching funds and how the matching funds will be used must be described in this section.

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

Narrative Element B5: Demonstrated ability to implement proposed project of similar size and scope (5%)

- a. Provide examples of successful prior performance or demonstration of capacity to

accomplish the project.

C. Attachments

- Letters of Commitment - required for all non-LWDB applicants
 - If the applicant is not a LWDB, then the applicant must submit from at least one Virginia LWDB to ensure the proposal will be successful
 - The commitment must entail:
 - Determination of WIOA participant eligibility
 - Documentation/direct referral of active WIOA participation
- Letters of Support as appropriate
- Other supporting documentation as necessary

D. Proposal Evaluation

The above narrative elements and attachments must be strictly complied with, or the proposal will be deemed non-responsive and not eligible for award.

Special conditions may be established in the award agreement for successful applicants with past performance concerns.

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

All of the following items are required in the submission.

Criteria	Points Possible
B1: Identification of Need and Problem Statement	10
B2: Program Design for Service Delivery	45
B3: Performance Goals/Outcomes	20
B4: Budget Narrative and Line-Item Budget	20
B5: Capacity	5
C: Attachments – Required Letter of Commitment	Y/N
Total Score	100

SECTION 3 –POST AWARD ADMINISTRATIVE REQUIREMENTS

A. Reporting

The subrecipient will be required to provide monthly progress and financial reports of expenditures to be described in detail and communicated in award documentation.

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.

C. Method of Payment

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

D. Budget Modifications:

Modifications to any line item in the budget require prior approval from VCCS and must be requested through submission of a Budget Revision Request to the VCCS Grants Coordinator. Any budget revision or must be submitted at least 60 days prior to the end of the performance expiration date.

E. Evaluation

In the event an evaluation of subaward outcomes is conducted, the subrecipient will be required to participate in the evaluation by providing requested data and information. All subrecipients are expected to document lessons learned and share effective and promising practices ascertained through this project.

F. 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. If termination of award is determined necessary, the subrecipient will be informed in writing.

SECTION 4 – GENERAL AND SPECIAL TERMS AND CONDITIONS

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.

B. Compliance Monitoring

In conformance with Section 184 (a)(4) of the WIOA and 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, the VCCS shall undertake monitoring of the subrecipient to assess compliance with federal statutes, regulations, and the terms and conditions of funds received under this

award.

C. Record Retention

The subrecipient and its contractors shall retain records pertaining to 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 the VCCS 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.

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.

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.”

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, the VCCS shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced the subject invention.

G. Data Ownership

The VCCS and the USDOL shall have unlimited rights to any data first produced or delivered under this Agreement.

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 WIOA funds, the subrecipient shall clearly identify:

- The percentage of the total costs of the program or project that will be financed with WIOA funds,
- The dollar amount of 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.

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.

J. Discretionary Termination

Performance under this Agreement may be terminated in whole or in part by the VCCS whenever the VCCS determines that such termination or suspension is in the best interest of the Commonwealth of Virginia. Termination of work hereunder shall be effected in writing by delivery to the subrecipient of 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:
 - a. ensure all commitments contain a cancellation clause allowing for termination for cause and fund availability;
 - b. settle all outstanding liabilities and all such claims arising out of such cancellation of commitments, or ratify all such settlements; and
 - c. assign to the VCCS in the matter, at the time and to the extent directed by the VCCS, all of the rights, titles and interest of the subrecipient under the orders and contracts so terminated. The VCCS 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.

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.

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.

M. Conflict 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. 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 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.
 - i. Title I of the WIOA (P.L. 113-128);
 - ii. WIOA 20 CFR Parts 601, 651, 652 et al. Workforce Innovation and Opportunity Act; Notice of Proposed Rulemaking; Proposed Rules including subsequent revisions or amendments;
 - iii. Duly authorized waivers approved by the USDOL;
 - iv. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327 332);
 - v. 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;
 - vi. OMB 2 CFR Part 2900 USDOL Exceptions to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards dated December 19, 2014;
 - vii. 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);
 - viii. Nothing in the 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);
 - ix. 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;
 - x. 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

- xi. Executive Order 13513- Prohibition Against Text Messaging While Driving by Government Contractors, Subcontractors and Recipients and Subrecipients;
- xii. Buy American Notice Requirements- None of the funds made available under Title I of the 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);
- xiii. 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);
- xiv. Equal Employment Opportunity Directives;
- xv. 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;
- xvi. Title IX of the Education Amendments of 1972 (P.L. 92-318), as amended, which prohibits discrimination on the basis of sex;
- xvii. The Age Discrimination Act of 1975, as amended;
- xviii. 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
- xix. 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 § 98);
- iii. Nondiscrimination and Equal Opportunity Assurance (29 CFR § 38);
- iv. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (29 CFR § 98).