**May 11, 2015**



DEPARTMENT OF FINANCE

Cecelia H. Stowe, CPPO, C.P.M.

Purchasing Director

COMMONWEALTH OF VIRGINIA

###### COUNTY OF HENRICO

**RFP #15-9794-5EF**

**REQUEST FOR PROPOSAL**

# IN SCHOOL YOUTH SERVICES FOR

**THE WORKFORCE INNOVATION AND OPPORTUNITY ACT**

**LOCAL WORKFORCE AREA #9**

**COUNTY OF HENRICO, VIRGINIA**

Your firm is invited to submit a proposal to provide In School Youth Services in accordance with the enclosed specifications. The submittal consisting of an original proposal and **five (5) additional copies** marked, "**In School Youth Services”**, will be received no later than **3:00 P.M., June 12, 2015 by**

IN PERSON OR SPECIAL COURIER U.S. POSTAL SERVICE

County of Henrico County of Henrico

Department of Finance Department of Finance

Purchasing Division OR Purchasing Division

1590 E. Parham Road P O Box 90775

Henrico, Virginia 23228 Henrico, Virginia 23273-0775

**This RFP and any addenda are available on the County of Henrico Purchasing website at** [**http://henrico.us/purchasing/**](http://henrico.us/purchasing/)To download the RFP, click the link and save the document to your hard drive. To receive an email copy of this document, please send a request to: fal51@henrico.us

Time is of the essence and any proposal received after **3:00 P.M., June 12, 2015** whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock stamp in Purchasing Division, Department of General Services. Proposals shall be placed in a sealed container, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Offerors are responsible for insuring that their proposal is stamped by Purchasing Division office personnel by the deadline indicated.

The awarding authority for this contract is the Capital Region Workforce Partnership.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The County of Henrico reserves the right to accept or reject any or all proposals submitted.

1590 E. PARHAM ROAD / P O Box 90775 / HENRICO, VIRGINIA 23273-0775

(804) 501-5660 FAX (804) 501-5693

Technical questions concerning this Request for Proposal should be directed to Eileen Falcone via email to [fal51@henrico.us](mailto:sto05@henrico.us) no later than **May 20, 2015**.

Very truly yours,

Cecelia H. Stowe, CPPO, C.P.M.

Purchasing Director  
 Eileen Falcone

Senior Procurement Officer

804-501-5637

**REQUEST FOR PROPOSAL**

# IN SCHOOL YOUTH SERVICES FOR THE

**WORKFORCE INNOVATION AND OPPORTUNITY ACT**

**LOCAL WORKFORCE AREA #9**

**COUNTY OF HENRICO, VIRGINIA**

**I. Background:**

It is the intent and purpose of this solicitation to make available funds for qualified youth service providers capable of delivering a comprehensive youth work-based learning program to in school youth **ages 14-21** in accordance with the requirements of the Workforce Investment Act, 1998 and the Workforce Innovation and Opportunity Act, (WIOA) which begins July 1, 2015 and is authorized as workforce law at the federal level through September 2020.

The Capital Region Workforce Partnership (CRWP), Resource Workforce Investment Board (RWIB) and Resource Youth Council **provides policy and direction for both WIA and WIOA funds for the counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, Powhatan and the City of Richmond.** Per the Intergovernmental Agreement for the Capital Region Workforce Partnership the County of Henrico is designated as the fiscal agent and administrative entity for Local Workforce Investment Area #9 (LWIA #9), also known as the CRWP, RWIB and Resource.

**Note:** This RFP is being issued by the Department of Finance, Purchasing Division, at the request of, and on behalf of, CRWP. While the Purchasing Division issued the RFP, it did not develop the RFP, will not evaluate submitted proposals, will not award any resulting contract, and will not be a signatory to any contract entered into by CRWP pursuant to this RFP. The RFP was developed by the CRWP staff, with the County’s Purchasing Division providing technical assistance. The CRWP is the awarding authority and will negotiate and contract with any Selected Offeror. The County serves as the Fiscal Agent and Grant Recipient for LWIA#9.

**II. Purpose:**

The CRWP is seeking a single youth serving organization that has demonstrated the capacity to leverage resources and collaborate with secondary schools and employers to develop a year round regional work-based learning program for in-school youth residing within Local Workforce Investment Area #9.

The CRWP will place priority on an organization that demonstrates the ability to establish relationships through written partnership with secondary schools and employers to implement this work-based service delivery model. This model places strong emphasis on recruiting, retaining and training graduating 12th graders for successful careers in both high-demand and high-growth industries for the entire region. Selected Offeror must be committed to serve in-school youth in all eight (8) jurisdictions within the Capital Region.

Offeror must submit one proposal as a multi-partner response with the lead agency being responsible for financial integrity, program quality, data collection and tracking integrity, and program design accountability.

**The CRWP plans to award a single organization $500,000 to provide services to in-school 12th graders in all 8 jurisdictions within the Capital Region.** The contract award will be based upon the availability of WIA/WIOA formula funding to the local area. All funds awarded under the terms of this RFP must be reimbursed and expended on WIA/WIOA eligible youth residing in any one of the eight localities identified above. A minimum of 40% of the **available funds must be budgeted and expended on work experience.** The remaining funds can be budgeted and expended on staffing, operating, participant insurance, transportation, supportive services, assessments, materials and supplies, miscellaneous and/or the remaining youth program elements.

**It is expected that the selected organization will have the ability and capacity to learn the new Workforce Innovation and Opportunity Act of 2014 and the implementing regulations prior to program service delivery.**

Funding will vary depending upon final allocations, number of participants to be served, proposed transportation model, number of proposed service delivery locations and final contract negotiations. The contract will have the option for a one (1) year contract extensions at the sole discretion the CRWP.

**Bidders are prohibited from contacting or discussing this RFP with members of the CRWP or its administrative staff.**

**III. Scope of Work:**

The emerging workforce, in the Capital Region, is growing up in an increasingly competitive employment market. The goal of CRWP is to leverage dollars with other youth serving organizations, employers and/or secondary institutions; preparing youth in accessing academic and career specific services that will lead to the youth’s transition to participate in training and meaningful employment.

1. **Creating Access to Opportunities for Youth:**

The CRWP plans to make funds available to an organization that can expand and execute a **Work-Based Learning Program Model**. The model must meet the deliverables within the targeted time frame found on Chart 1. The model must also be developed for a minimum of 125 eligible youth residing in the Capital Region. Selected Offeror must indicate on Attachment C-3 the rationale and breakdown of target enrollments by the 8 jurisdictions.

The CRWP seeks an innovative, well planned, highly organized organization to develop a work-based learning program that utilizes the youth’s academic training to develop soft and technical skills required by employers in the youth’s career interest of choice. The work- based learning program must be a coordinated sequence of instruction and hands-on activities which allows the youth to prepare for and be retained in post-secondary learning and/or employment.

1. Employer engagement in pre-identified industries is critical and crucial for the success of any work-based learning program. The Selected Offer must develop an employer recruitment strategy in the targeted in-demand, high growth industries that have opportunities for youth to access careers in multiple fields. The Selected Offeror must also ensure the employer receives a minimum of 8 hours training on providing WIOA work-based learning experiences to eligible WIOA youth. This training must include employer and youth expectations, program and youth contact information, youth performance evaluation, timesheet completion and coaching youth in soft and technical skills development during work experience. **Note:** All career/job positions must meet the requirements of WIOA legislation and child labor laws.

**Targeted Industries**: Healthcare, Government, Hospitality and Logistics and Warehousing.

Selected Offeror must have the ability to utilize an electronic employer-based document or system to share with the CRWP for tracking employer engagement, job descriptions and participant’s placement.

1. Secondary school engagement is also a critical component of providing a quality and well thought out career pathway focused work-based learning program. The Selected Offeror must demonstrate the ability and capacity to partner with the secondary school institutions to provide program services and information on-sites or near selected schools within targeted jurisdictions. The program strategy must include a branding plan, outreach and recruitment strategy, referrals for sharing information and a program delivery model that prepares youth to transition to post-secondary education and/or employment.
2. Work based learning (Work Experience) - The Selected Offeror must ensure all eligible youth receive a maximum of 8 weeks of work based learning, at a minimum of 20 hours, this requirement also includes 1 week of work readiness training. The CRWP strongly encourages Selected Offeror to consider a morning and afternoon work site session. This will allow for youth to work 4 hours a day and still participate in summer vocational training and/or other activities as they prepare for post-secondary education or employment.

**Sample Program Session Structure-**Youth participants can elect to participate in a morning or afternoon work experience assignment.

Session A: 8am-12pm or

Session B: 1pm-5pm

Additionally, the CRWP strongly encourages the Offeror to provide an hourly payment to participants during the 8 week session; at no less than $8 an hour and no greater than $10 an hour.

**Note:** Selected Offeror must be able to demonstrate the ability to adequately document work-experience training in accordance with Resource Management Policy #24 and Virginia Workforce Letter #10-01 Youth Work Experience and in accordance with WIOA regulations.

1. Work readiness training is the component that prepares the youth to be successfull on the work site as well as in future employment. Work readiness activities must include employer and program expectations, soft skills refresher, job retention, financial literacy, conflict resolution, employment negotiations, interviewing skills, work site commonly used jargon and portfolio development.

**Note:** The Selected Offeror must also demonstrate a staffing plan that shows a scale up in staff as the participants are enrolled and begin work-based learning (work experience).

Chart 1: Contract Timeline and Deliverables

|  |  |
| --- | --- |
| July, 2015 | Contract Starts |
| August- October, 2015 | * Identification and commitments from employers in targeted industries to serve as work-based learning sites throughout the Capital Region. * The development of MOU’s to have access to provide services to youth with providers of in-school services. |
| October- December 2015 | * Outreach and notification to parents and youth about applying to participate in the work-based program. |
| January- February 2016 | * Youth application session opens and eligibility conducted on and off-school property. |
| March 1, 2016 | * In-school youth WIOA service begin to include the development of the Individual Service Strategy (ISS), labor market research, access to the 14 program youth elements and preparation for transition to post-secondary institutions and employment. |
| May-June, 2016 | * Employer work-site training to include identification of employers work-site supervisor/job trainer |
| June 1-17, 2016 | * High Schools graduations/Completion ceremonies (proof of graduation collected for files) |
| June 20th-June 24, 2016 | * Paid Intensive work readiness and work experience expectation training |
| June 27th- Aug 12, 2016 | * Participant placed on career aligned work experience sites |
| August 17, 2016th | * Program Closeout Ceremony |
| August 22–September 29, 2016 | * Participants enter post-secondary education and/or employment * Program surveys provided to employers, participants, partners and parents for program evaluation |
| October, 2016-October 2017 | * WIOA follow-up begins for a duration of 12 months |
| Year 2 Begins  August | Process starts over with recruiting additional employers and new graduating 12th graders. |

1. **Required criteria for the in school youth delivery system includes**:
2. The Offeror must ensure that all 14 youth program elements can be accessed at all delivery sites in the jurisdictions the Offeror (s) proposes to serve.
3. The Offeror must demonstrate that youth are involved in the ongoing program design through a youth Advisory Council or some other mechanism that the Offeror describes that secures a place for youth at the table with governing bodies.
4. The Offeror must demonstrate the ability to create partnerships to assist in providing secondary transition services to in-school.
5. The Offeror must be willing and able to assist with the region’s annual youth services event sponsored by CRWP.
6. The Offeror will provide employer engagement through an Employer Advisory group or some other mechanism to ensure that curriculum is aligned to work place needs.
7. The Offeror organization and its staff must have a customer service orientation approach and strive to exceed their customer’s (youth and business) expectations.
8. The Offeror must have the capacity to meet the expected performance outcomes of WIA and WIOA, as well as any state or local outcomes.
9. **Overall Program Objectives:**
   1. All youth must receive an objective assessment. The objective assessment is a process that identifies service needs, academic levels, goals, interests, skill levels, abilities, aptitudes, supportive service needs, and measure barriers and strengths. It must include a review of basic and occupational skills, prior work experience, employability potential and developmental needs.
   2. All youth must have an Individual Service Strategy (ISS).The ISS must identify the employment goals, educational objectives, and prescribe appropriate services for the participant.
   3. Educational programs that will lead to high school completion or attainment of GED as defined by Virginia Workforce Letter #11-07 Definition of Allowable High School Diplomas or Equivalents for Credential Attainment.
   4. Increased academic performance in reading and mathematics for those individuals determined to be “basic skills deficient” (reading or performing applied math below the 9th grade level) as determined by CASAS or/and TABE of at least one grade point. Increases are to be determined by pre and post testing.
   5. Preparation for and enrollment in post-secondary education and/ or advanced occupational skills training that will lead to obtaining a credential.
   6. Completion of Work Readiness to develop the skills and behaviors necessary to compete for and enter employment as defined by Virginia Workforce Letter #12-06 Youth Work Readiness and Life Skills.
   7. Preparation for entry into the military.
   8. Attainment of an industry recognized credential in high-demand occupations as defined by the Workforce Investment Act and VCCS Virginia Workforce Letter #11-05 Credential and CRC Attainment Measurements under Common Measures.
   9. Provision of support services to remove barriers to accessing and completing education, training and employment goals.
   10. Provision of ongoing case management during program participation and for 12 months after program exit.
   11. Provision of follow-up services for all exiters during the twelve (12) months after program completion. Follow-up requires the provision of services needed by the youth to remain engaged in employment, training or education. Follow-up requires regularly scheduled contact with the program completers to address support services needs and assist those in need of assistance with finding new employment or retaining existing employment.
10. **WIOA YOUTH ELIGIBILITY REQUIREMENTS:**
11. Under WIOA, all youth must meet eligibility criteria and be determined eligible for the program prior to enrollment and receipt of WIOA funded services. **The term “in school youth” means an individual who is:**
    * + Attending school at time of enrollment in program (as defined under Virginia compulsory attendance law)
      + Be age 14 or no older than age 21;
      + Low-income or is eligible to receive a free or reduced price lunch under the Richard B. Russell National School Lunch Act.
      + And be identified as one or more of the following:
        - basic skills deficient; or
        - An English language learner.
        - An individual who is subject to the juvenile or adult justice system.
        - A homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6))), a homeless child or youth (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2))), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under section 477of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement.
        - An individual who is pregnant or parenting.
        - A youth who is an individual with a disability.
        - A low-income individual who requires additional assistance to enter or complete an educational program or secure or hold employment.
12. The Successful Offeror shall be responsible for determining WIOA eligibility of all youth participants recruited to its program in addition to the collection and verification of all necessary eligibility source documents, including documentation of the required eligibility barrier, and must key information into the State’s mandated automated data collection and tracking system.
13. **Program Elements:**

In school youth with barriers to can be a vulnerable population and often face multiple barriers to secondary completion, career and life success. In many instances, acquiring the knowledge and skills to manage those barriers is just as important as solving tangible challenges. WIOA has developed a set of program elements that must be made available to all youth based on the individual need:

1. Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential;
2. Alternative secondary school services, or dropout recovery services, as appropriate;
3. Activities that help youth prepare for and transition to postsecondary education and training.
4. Paid and unpaid work experiences that have as a component academic and occupational education, which may include—

* summer employment opportunities and other employment opportunities available throughout the school year;
* pre-apprenticeship programs;
* internships and job shadowing; and
* on-the-job training opportunities;

1. Occupational skill training, which may include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved, if the local board determines that the programs meet the quality criteria described in the WIOA legislation;
2. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
3. Entrepreneurial skills training;
4. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services;
5. Supportive services;
6. Adult mentoring for the period of participation and a subsequent period, for a total of not less than twelve (12) months;
7. Follow-up services for not less than twelve (12) months after the completion of participation, as appropriate;
8. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate;
9. Financial Literacy
10. Leadership development opportunities, which may include community service and peer centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.
11. **REPORTING REQUIREMENTS AND PERFORMANCE OUTCOMES:**

Virginia One-stop System (VOS)/ Virginia Workforce Connection (VWC) is the system of record for WIA/WIOA programs in Virginia and is used for reporting to US Department of Labor (USDOL). Timely and accurate entering of data on participants is critical to ensure that performance is reported accurately. Delays in data entry adversely affect quarterly and annual reports; and may result in a positive outcome that is not reported because it was not recorded correctly in the time period required.

**The Offeror shall complete enrollment service level form (Attachment C-2) based on estimated planned program activities for Program Year 2015: The accomplishment of these estimated projections will be used as indicators of performance and program success and as part of the determination for contract extensions.**

1. **Performance Outcomes:**

The purpose of this RFP is to provide services that help in-school youth develop and build skills that lead to a career pathway to family-sustaining employment; the indicators of the impact are the WIA/WIOA common measures. The implementation of Common Measures for WIA and WIOA Youth Measure for youth programs will have a significant impact on the design of youth programs, enrollment and exit policies. Using Attachment C-3 the Offeror(s) should propose its anticipated performance outcomes in year one.

1. **Customer Service and Professional Development:**

The Successful Offeror must have a commitment to quality when serving CRWP’s two customers -businesses and job seekers. CRWP has an established 100% as the standard for customer satisfaction for businesses and job seekers.

The Offeror will ensure and include in the budget cost associated with sixty (60%) of all staff obtaining the Virginia Workforce Development Professional Credential within six (6) months of the WIOA of award contract. The Selected Offeror must also include a plan for ongoing staff development to ensure up-to-date knowledge on WIOA legislations, business development, and current workforce trends.

**IV. Anticipated Project Schedule:**

The following is an outline of the procurement process currently anticipated by the County:

The following represents a tentative outline of the process currently anticipated by the County:

* Request for Proposals distributed May 11, 2015
* Advertised in newspaper May 10, 2015
* Deadline for Questions May 24, 2015
* Receive written proposals June 12, 2015; 3:00 p.m.
* Conduct oral interviews and negotiations July 8, 2015
* Contract/installation begins August, 2015

**V. General Terms and Conditions:**

For the purposes of this Section (V) (“General Contract Terms and Conditions”), the term “Contract” refers to the contract resulting from this procurement, and the term “County” refers to the County of Henrico, Virginia. Additionally, the terms “Successful Offeror” and “Contractor” and “contractor” have the same meaning and refer to the Offeror that is awarded the Contract.

**A. Annual Appropriations**

The CRWP’s duty to pay compensation under the Contract is conditioned on it having available funding through grants, appropriations, and other contracts. None of the following entities have a duty to appropriate funding or to otherwise make funds available from local revenue sources to satisfy the CRWP’s duty to pay the Contractor under the Contract:

1. The City of Richmond,
2. The County of Henrico,
3. The County of Chesterfield,
4. The County of Hanover,
5. The County of Charles City County,
6. The County of New Kent,
7. The County of Powhatan,
8. The County of Goochland,
9. The CRWP, itself.

If CRWP’s funding for the Contract becomes unavailable then the Contract will be terminated when existing funding is exhausted and the Contractor will have no claim or cause of action against any entity for non-appropriation of funds to support the Contract.

**B. Award of the Contract**

1. The CRWP reserves the right to reject any or all proposals and to waive any informality.

2. The Successful Offeror shall, within fifteen (15) calendar days after Contract documents are presented for signature, execute and deliver to the Purchasing Division the Contract documents and any other forms or bonds required by the RFP.

1. The Contract resulting from this RFP is not assignable.
2. Notice of award or intent to award may also appear on the County’s Purchasing Office website: [http://www.henrico.us/purchasing/](http://www.co.henrico.va.us/purchasing/)

**C. Collusion**

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

**D. Compensation**

The Successful Offeror shall submit a complete itemized invoice with receipts on each delivery or service that is performed under the Contract. Payment shall be rendered to the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.

**E. Controlling Law and Venue**

The Contract will be made, entered into, and shall be performed in the Commonwealth of Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflicts of law principles. Any dispute arising out of the Contract, its interpretations, or its performance shall be litigated only in Henrico County General District Court or the Circuit Court of the County of Henrico Virginia.

**F. Default**

1. If the Successful Offeror breaches any requirement of the Contract then the CRWP may provide written notice the Successful Offeror that the Successful Offeror is in default. Failure of the CRWP to notify the Successful Offeror of default for a breach does not waive the CRWP’s right to notify the Successful Offeror that it is in default in the case of a future breach. In the event of a written notice of default, the Successful Offeror must provide to the CRWP within a reasonable time a plan to correct the default. In addition, the Successful Offeror must in fact correct the default to the satisfaction of the CRWP within 20 calendar days of the CRWP’s written declaration of default.

2. If the Successful Offeror fails to cure said default within 20 days, CRWP, among other actions, may complete the Contract work through a third party, and the Successful Offeror shall be responsible for any amount in excess of the Contract price incurred by the CRWP in completing the Contract work.

**G. Discussion of Exceptions to the RFP**

This RFP, including but not limited to its venue, termination, and payment schedule provisions, shall be incorporated by reference into the Contract documents as if its provisions were stated verbatim therein. **Therefore, Offerors shall explicitly identify any exception to any provisions of the RFP in a separate “Exceptions to RFP” section of the proposal so that such exceptions may be resolved before execution of the Contract.**

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

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

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

**I. Employment Discrimination by Contractor Prohibited**

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

(a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

1. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

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

**J. Employment of Unauthorized Aliens Prohibited**

As required by Va. Code § 2.2-4311.1, the contractor does not, and shall not during the performance of this agreement, in the Commonwealth of Virginia knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**K. Indemnification**

Unless prohibited by law from doing so, the Successful Offeror agrees to indemnify, defend, and hold harmless the CRWP, the City of Richmond, the County of Henrico, the County of Chesterfield, the County of Hanover, Charles City County, the County of New Kent, the County of Powhatan, and the County of Goochland (each, an “Indemnified Entity”) as well as their respective officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys’ fees, arising from or caused by the provision of any goods and/or services, the failure to provide any goods and/or services and/or the use of any services and/or goods furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to an Indemnified Entity’s sole negligence.

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

**L. Insurance Requirements**

The Successful Offeror shall maintain insurance to protect itself and CRWP, the city and counties comprising Local Workforce Area #9 and the County of Henrico, Virginia, in its capacity as fiscal agent from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of goods and/or services under the Contract, whether such goods and/or services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. **(Attachment D)**

**M.** **No Discrimination against Faith-Based Organizations**

CRWP does not discriminate against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1.

**N. Offeror's Performance**

1. The Successful Offeror agrees and covenants that its agents and employees shall comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under the Contract.

2. The Successful Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.

3. The Successful Offeror shall cooperate with CRWP officials in performing the Contract work so that interference with normal operations will be held to a minimum.

4. The Successful Offeror is an independent contractor and is not an employee of CRWP.

**O. Ownership of Deliverable and Related Products**

1. CRWP and the County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so.

To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to CRWP and the County.

2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.

3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of CRWP and the County.

**P. Record Retention and Audits**

1. The Successful Offeror shall retain, during the performance of the Contract and for a period of three years from the completion of the Contract, all records pertaining to the Successful Offeror’s proposal and any Contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror’s copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to CRWP on demand and without advance notice during the Successful Offeror’s normal working hours.

2. Virginia Community College System, and CRWP personnel may perform in-progress and post-audits of the Successful Offeror’s records as a result of a Contract awarded pursuant to this Request for Proposals. Files would be available on demand and without notice during normal working hours.

3. The Contractor shall submit reports as required by County or CRWP and shall maintain records and provide access to them as necessary for County or CRWP’s review to assure that funds are being expended in accordance with the purposes and provisions of this Contract.

4. The Contractor shall maintain an official Contract file that contains the signed Contract and any modifications to it, and a file that contains all reports, correspondence, budget back-up documentation, and all other materials and documentations pertaining to this Contract.

5. The Contractor agrees to preserve all records relating to this Contract for three years after the final payment under this Contract, subject to the qualifications set forth in 41 CFR Part 29-70 Section 29-70.203-7, “DOL Public Contracts and Property Management,” and in applicable state regulations.

**Q. Severability**

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

**R. Small, Women-Owned and Minority-Owned (SWAM) Businesses**

CRWP welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions.

The County of Henrico actively solicits both small business, women-owned and minority (SWAM) businesses to respond to all Invitations for Bids and Requests for Proposals. All solicitations are posted on the County’s Internet site at:

[**http://www.henrico.us/genserv/purchasing/**](http://www.co.henrico.va.us/genserv/purchasing/)

**S. Subcontracts**

1. No portion of the work shall be subcontracted without prior written consent of CRWP. In the event that the Successful Offeror desires to subcontract some part of the work specified in the Contract, the Successful Offeror shall furnish CRWP the names, qualifications, and experience of the proposed subcontractors. The Successful Offeror shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.

2. The CRWP encourages the contractor to utilize small, women-owned, and minority-owned business enterprises. For assistance in finding subcontractors, contact the Supplier Relations Coordinator (804-501-5689) or the Virginia Department of Minority Business Enterprises: <http://www.dmbe.state.va.us/>

**T. Taxes**

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

**U. Termination of Contract**

1. CRWP may terminate the Contract immediately in the event that the Successful Offeror discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

2. If the CRWP provides the Successful Offeror written notice of default under section (V)(F) above and the Successful Offeror does not cure the default in 20 days, or in the time otherwise allowed by the CRWP, then the CRWP may terminate the Contract immediately upon written notice to the Successful Offeror.

3. Notwithstanding anything to the contrary contained in the Contract between and the Successful Offeror, CRWP may, without prejudice to any other rights it may have, terminate the Contract for convenience and without cause, by giving 30 days’ written notice to the Successful Offeror.

1. If CRWP terminates the Contract, whether for default or for convenience, the Successful Offeror will be paid by CRWP for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date.

**V.** **County License Requirement**

If a business is located in the County, it is unlawful to conduct or engage in that business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your proposal submission. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

1. **Environmental Management**

The Successful Offeror shall comply with all applicable federal, state, and local environmental regulations.  The Successful Offeror is required to abide by the County’s Environmental Policy Statement ([http://www.henrico.us/pdfs/hr/risk/env\_policy.pdf](http://www.co.henrico.va.us/pdfs/hr/risk/env_policy.pdf)), which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation.

The Successful Offeror shall be properly trained and have any necessary certifications to carry out environmental responsibilities. The Successful Offeror shall immediately communicate any environmental concerns or incidents to the appropriate County staff.

**X. Safety**

1. The Successful Offeror shall comply with and ensure that the Successful Offeror’s personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract.

The Successful Offeror shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Offeror.

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

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

**Y. Authorization to Transact Business in the Commonwealth**

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

2. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification number issued to it by the State Corporation Commission. **(Attachment F)** Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal a statement describing why the Offeror is not required to be so authorized.

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

4. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment.5. Any business entity described in subsection 1 that enters into a contract with a public body shall not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.

**Z. Payment Clauses Required by Va. Code § 2.2-4354**

Pursuant to Virginia Code § 2.2-4354:

1. The Successful Offeror shall take one of the two following actions within seven days after receipt of amounts paid to the Successful Offeror by the CRWP for all or portions of the goods and/or services provided by a subcontractor: (a) pay the subcontractor for the proportionate share of the total payment received from the CRWP attributable to the work performed by the subcontractor under that contract; or (b) notify the CRWP and subcontractor, in writing, of the Successful Offeror’s intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. The Successful Bidder/Offeror shall provide the Purchasing Division their social security numbers, upon request.  Proprietorships, partnerships and corporations shall provide their federal employer identification numbers, upon request (Va. Code § 2.2-4354.2).
3. The Successful Offeror shall pay interest to its subcontractors on all amounts owed by the Successful Offeror that remain unpaid after seven days following receipt by the Successful Offeror of payment from the CRWP for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 1 above.
4. Pursuant to Virginia Code § 2.2-4354, unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.
5. The Successful Offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
6. The Successful Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 shall not be construed to be an obligation of the CRWP. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

**AA. Contract Period**

1. The initial contract period shall be from date of award through a one year period. Contract pricing shall remain firm for the contract period.

1. The contract may be renewed annually for one (1) additional one-year period upon written mutual agreement between the County and the successful Contractor at a price to be negotiated based on WIOA funding.

**BB. Changes in the Law**

If, in the sole discretion of the CRWP, a change in the applicable law or regulations requires a modification to the terms of the Contract, the CRWP will present additional contractual terms to the Contractor, which the Contractor shall accept in writing. Unearned payments may be suspended or terminated if the Contractor refuses to accept any such additional contractual terms.

**CC. Reporting**

The Conractor’s project manager shall submit a report concerning the duties and activities performed under the Contract to the WDB, or one of its committees, on a periodic basis to be determined by the WDB.

**D.D. Contact with Students**

Offerors shall certify that any of their employees who will provide services under the Contract resulting from this procurement and will be in direct contact with Henrico County Public School students: (1) has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (2) such person has not been convicted of a crime of moral turpitude. Offerors shall cause any of their subcontractors to provide the same certification described herein with regard to the subcontractors’ employees.

**Henrico County cannot award a contract to an Offeror that does not complete the Attachment G as part of their proposal/submission.**

**EE. Conduct**

1. Fraternization between supplier and teachers or students is strictly prohibited.
2. Use, consumption, and/or possession of any controlled substance, substances considered to be illegal, and alcohol are strictly prohibited on school grounds.
3. Cigarette smoking is prohibited on school grounds.
4. Use of vulgar, suggestive or abusive language or gestures is strictly prohibited on school grounds.
5. Use of radios/stereos or other noise producing equipment shall not be used. No weapons of any kind are allowed on school grounds.

**FF. TOBACCO-FREE REQUIREMENT**

County Public Schools (“HCPS”) has a tobacco-free policy on school property. Therefore, the use or display of tobacco products by the Contractor, its suppliers and/or subcontractors on school property is strictly prohibited at all times, including days and/or hours when school is not in session. This includes, but is not limited to, outdoor areas of school properties and personal or business vehicles present on school property.

“Tobacco products” include any lit or unlit cigarette (including candy cigarettes), cigar, pipe, smokeless tobacco, dip, chew, and snuff in any form. This includes electronic cigarettes, cigarette packages, smokeless tobacco containers, lighters, and any other items containing or reasonably resembling tobacco, tobacco product images and tobacco company logos, such as key chains, t-shirts, ash trays, and coffee mugs.   
  
“School property” includes land, buildings, facilities, and vehicles owned or rented by HCPS. School property includes parking lots, playgrounds and recreational areas.

**VII. Proposal Submission Requirements**:

1. The Purchasing Division shall not accept oral proposals, or proposals received by telephone, FAX machine, or other electronic means.
2. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.
3. The Proposal Signature Sheet (**Attachment A**) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Division requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
4. The proposal, the proposal security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. The envelope containing the proposal shall be sealed and marked in the lower left hand corner with the number, title, hour, and due date of the proposal.
5. The time proposals are received shall be determined by the time clock stamp in the Purchasing Division. Offerors are responsible for insuring that their proposals are stamped by Purchasing Division personnel by the deadline indicated.
6. By submitting a proposal in response to this Request for Proposal, the Offeror represents they have read and understand the Scope of Services and have familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the contract work.
7. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the contract.
8. **Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposals shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Section 2.2-4342F of the Code of Virginia). (Attachment E)**
9. A proposal may be modified or withdrawn by the Offeror anytime prior to the time and date set for the receipt of proposals. The Offeror shall notify the Purchasing Office in writing of its intentions.
10. If a change in the proposal is requested, the modification must be so worded by the Offeror as to not reveal the original amount of the proposal.
11. Modified and withdrawn proposals may be resubmitted to the Purchasing Division up to the time and date set for the receipt of proposals.
12. No proposal can be withdrawn after the time set for the receipt of proposals and for one hundred and twenty days (120) days thereafter.
13. The County welcomes comments regarding how the proposal documents, scope of services, or drawings may be improved.  Offerors requesting clarification, interpretation of, or improvements to the proposal general terms, conditions, scope of services or drawings shall submit technical questions concerning the Request for Proposal no later than **May 20, 2015** in writing.  Any changes to the proposal shall be in the form of a written addendum issued by the Purchasing Division and it shall be signed by the Purchasing Director or a duly authorized representative.  **Each Offeror is responsible for determining that it has received all addenda issued by the Purchasing Division before submitting a proposal.**

K. All proposals received in the Purchasing Divison on time shall be accepted. All late proposals received by the Purchasing Division shall be returned to the Offeror unopened. Proposals shall be open to public inspection only after award of the contract.

**VIII. Proposal Response Format:**

**A.** Offerors shall submit a written proposal that presents the Offeror’s qualifications and understanding of the work to be performed. Offeror is asked to address each evaluation criteria and to be specific in presenting their qualifications. The proposal should provide all the information considered pertinent to your qualifications for this project. **The narrative of the proposal submission should not exceed 20 pages, with font no smaller than 12pt.**

**B.** The Proposal should include all sections and subheadings as presented in the narrative format below and in the order stated below:

**Proposal Signature Sheet (Attachment A)**

**Proposal Coversheet (Attachment B)**

**Budget Statement (Attachment C-1)**

**Projected Service Levels and Outcomes (Attachment C-2)**

**Projected Performance Outcomes (Attachment C-3)**

**Insurance Specifications (Attachment D)**

**Proprietary/Confidential Information (Attachment E)**

**Virginia State Corporate Commission (SCC) Registration Form (Attachment F)**

**Direct Contact with Students (Attachment G)**

**CRWP/WIA Special Terms & Conditions (Attachment H)**

**CRWP/WIA Assurances and Certifications (Attachment I)**

**C. Table of Contents** – please number all pagesof the proposal

**D. Program Description**

1. Please provide a brief statement outlining your understanding of the regional work-based learning model, as well as, the challenges facing youth in the Capital Region; and how your organization’s proposed to align with meeting those identified challenges, deliverables and timeline. Include in the description how the proposed program fits into your organizations mission and goals.
2. Describe your organization’s past experience and results delivering services in similar projects and/or to similar populations. Include any contracts currently in effect, those successfully completed during the last two (2) years, and contracts terminated prior to completion during the last two (2) years. **Previous/current WIA awardees must include information on past WIA performance and a description of the projects goals and outcomes.**
3. Describe in detail your strategy for the recruitment, training and tracking of employers and their information in the pre-identified in-demand industries for the work-experience training. Include the targeted number of employers, types of positions and targeted number of participants per job site in your description.
4. Describe in detail your organization’s strategy and ability to engage secondary school divisions in all 8 jurisdictions in assisting, sharing information, recruiting, retaining, and training youth for the WIOA work-based learning model.
5. Describe in detail your organization’s strategy to recruit and retain 12th graders for the duration of the program.
6. Describe in detail your organization’s transportation plan for the 8 week youth work experience session.
7. Provide the locations of service delivery for the youth participating in the WIOA work-based learning model.
8. Demonstrate your organization’s understanding of developing an individualized service strategy (ISS) that identifies the career/employment goals, appropriate achievement objectives and appropriate services for the participants. This response should also include the names of assessments conducted and its practical application.

**E. General Program Operations**

1. Describe your staffing plan. Include positions and staff areas of responsibility as related to the required Scope of Services. Attach job descriptions and where available, resumes for staff assigned to the project. Include a copy of your current organization chart showing all major functions and components and the names of persons occupying named positions.
2. If subcontracting, Offerors must provide detailed information on the services they will provide. Resumes of staff should also be provided. Attach a statement from each potential subcontractor signed by a duly authorized officer, employee or agent of the organization/agency that includes the name and address of the organization/agency, type of work to be performed and cost/percentage of the total work to be subcontracted.

The statement must also include that the subcontractor will perform all work as indicated and will comply with all WIA/WIOA regulations, state or federal laws. List the names (s) and title (s) of all the owners, members of the board of directors, and other officers of the agency, corporation or business. Indicate owners, or members, or officers who are present members of RESOURCE or employed by an organization currently participating in any workforce development service or center in LWIA 9 or related to such individuals. The Offeror (s) shall be responsible for the performance of the subcontractor.

If not subcontracting, Offerors should provide a statement to that effect.

1. Describe efforts to ensure transparency with the program and avoiding conflict of interest between the organization and / or its representatives. List the names (s) and title (s) of all the owners, members of the board of directors, and other officers of the agency, corporation or business. Indicate owners, or members, or officers who are present members of RESOURCE or employed by an organization currently participating in any workforce development service or center in LWIA 9 or related to such individuals.
2. Detail your organization’s experience with administering federally funded projects.
3. Describe how your organization will meet the requirement for having sufficient financial resources to cover expenses for the 45 day startup period.
4. Describe your organization’s plan to provide ongoing staff development.
5. Briefly describe the administrative and fiscal capacity of the proposer to fulfill WIA/WIOA required documentation and record keeping such as:

* Collecting data and preparing required documents;
* Security and confidentiality of records;
* Accounting controls; Accounting Policies and Procedures;
* Identify the responsibilities of the administrative /fiscal persons activities and their job title;
* Human Resource/Personnel Policies and Procedures Manual

1. References – provide a minimum of three (3) references who could attest to the Offeror (s) past performance in providing services similar to those required by this Request for Proposal.
2. Implementation Plan – provide a timeline inclusive of the action steps to be taken to fully implement the Scope of Services.
3. Customer Flow- provide a flowchart that best depicts how out of school youth will experience the services to be provided from recruitment through completion and attainment of the required WIA/WIOA performance outcome(s). The flowchart must be based on whether or not the out-of-school youth is seeking a high school diploma or GED and another that depicts how those with high school diplomas will be served towards WIA/WIOA outcomes.

**F. WIOA Required Program Elements:**

1. Please describe how your organization will adequately document work-experience training, time, payment and performance during the 8 week session.
2. Please describe how you will provide each of the WIOA required Program Elements for youth included in the Scope of Work.
3. Describe a detailed follow-up service plan.
4. If your organization will not be providing service(s) directly, describe how you will provide it through subcontractor(s) or MOU partner relationships.
5. How will partnerships be coordinated to ensure performance that will achieve program and contract goals? Include letters of commitment from key partners essential to delivering the services you propose and that are also keys to achieving the proposed outcomes. Letters should identify the prospective partner, state the purpose of the proposed partnership including any services to be offered, and specify the roles and responsibilities of the partner and value of the partner’s contribution.

**G. Budget** - **Attachment C:**

#### Please complete and attach the budget forms as Attachment C to the proposal.

1. Please include a budget narrative that addresses the following:
   1. A description of how the proposed budget effectively supports the program model.
   2. Include evidence in the budget of leveraged resources and in-kind contributions that will assist in meeting proposal outcomes, if any.
   3. Specify the number of delivery sites including the full service one stop location(s). However, for the youth services being delivered from a one stop location, the costs associated with the site that should be included in the Offeror (s) budget are the costs associated with assessments, staffing and materials and other direct client costs. Resource, for one stop centers only, will pay rent, utilities, maintenance, equipment, and technology support.
2. Attach a copy of the Agency’s most recent Annual Budget
3. Attach a copy of the organization’s most recent audit. (must be within the last year and satisfactorily address all findings)
4. Attach a copy of your organization’s cost allocation plan to incorporate WIOA funding.
5. Prohibited Expense Items
   1. The purchase or lease of automobiles.
   2. Lobbying Activities.
   3. WIOA funds may not be used for organized fundraising, including financial campaigns, endowment drives, solicitation of gifts and bequests, or similar expenses incurred solely to raise capital or obtain contributions
   4. Real Property, including land, land improvements, structures and their attachments, and structural improvements and alterations are not allowable.
   5. The cost of interest payments is not an allowable expenditure.
   6. The cost of membership dues for projects involved in the licensing or credentialing of professional personnel is not an allowable expenditure, unless it is part of a governmental negotiated benefit package.
   7. The cost of a professional license is not an allowable expenditure.
   8. The cost of professional dues or fees is not an allowable expenditure unless it is a part of a governmental negotiated benefit package.
   9. Finance charges, late payment fees penalties and returned check charges are not allowable expenditures.
   10. Depreciation charges are not allowable expenditures.

**VIII. Proposal Evaluation/Selection Process:**

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

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

|  |  |
| --- | --- |
| EVALUATION CRITERIA | WEIGHT |
| Program Description, Components and Operations   * Understanding of regional work-based learning model * Recruitment, training and tracking strategy of employers * Targeted number of employers, type of positions and targeted number of participants per job site * Ability and strategy to engage secondary schools in all 8 jurisdictions * Ability and strategy to retain 12th graders fro duration of program * Transportation plan for 8 week youth work experience * Flow chart * Service plan identifies career/employment goals | 30 |
| Outcome, evaluation, fiscal control and reporting   * Documentation of work-experience training, time, payment and performance * Follow-up service plan * Implementation plan and schedule * Current Workload and ability to complete required work within County schedule | 25 |
| Experience and Qualifications   * Professional competence of firm and staff assigned * References * Resumes * Organizational Chart * Financial Stability | 20 |
| Budget   * Offeror has provided a projected budget that will effectively support the proposal program | 20 |
| Quality of proposal submission/oral presentations | 5 |
| TOTAL | 100 |

B.B. :

C. Selection may be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals. Negotiations shall then be conducted with each of the Offerors selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror(s) so selected, the County shall award the contract to that Offeror(s) which, in its opinion, has made the best proposal and shall award the contract to that Offeror(s). Should the County determine in writing and at its sole discretion that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements terms and conditions of the solicitation and the Offeror’s proposal as negotiated.

**Attachment A**

**SUBMIT THIS FORM WITH PROPOSAL**

**PROPOSAL SIGNATURE SHEET**

**Page 1 of 2**

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal (“RFP”).

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

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

|  |
| --- |
| LEGAL NAME OF OFFEROR (DO NOT USE TRADE NAME): |
|  |
| ADDRESS: |
|  |
|  |
| SIGNATURE: |
| NAME OF PERSON SIGNING (print): |
| TITLE: |
| TELEPHONE: |
| FAX: |
| E-MAIL ADDRESS: |
| DATE: |

**definitions**

For the purpose of determining the appropriate business category, the following definitions apply:

***"Small business"*** means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of $10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

***"Women-owned business"*** means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

***"Minority-owned business"*** means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

**"Minority individual"** means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.

2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.

4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

***"Service disabled veteran business"*** means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

**"Service disabled veteran"** means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

***“Large business”*** means any **non**-women- or minority-owned, or service-disabled business as defined above or any business having more than 250 employees or more than $10 million in gross receipts averaged over the previous three years.

***Nonprofit”***means a corporation or an association that conducts business for the benefit of the general public without shareholders and without a profit motive.

**Attachment A**

**Page 2 of 2**

**Legal Name of Offeror: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PLEASE SPECIFY YOUR BUSINESS CATEGORY BY CHECKING THE APPROPRIATE BOX(ES) BELOW.**

**(Check all that apply.)**

**SUPPLIER REGISTRATION** – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia’s electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? **□ Yes □ No**

**□ SMALL BUSINESS**

**□ WOMEN-OWNED BUSINESS**

**□ MINORITY-OWNED BUSINESS**

**□ SERVICE DISABLED VETERAN**

**□ LARGE**

**□ NONPROFIT**

**□ NONE OF THE ABOVE**

**If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_NUMBER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE**

**definitions**

For the purpose of determining the appropriate business category, the following definitions apply:

***"Small business"*** means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of $10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

***"Women-owned business"*** means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

***"Minority-owned business"*** means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

**"Minority individual"** means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.

2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.

4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

***"Service disabled veteran business"*** means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

**"Service disabled veteran"** means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

***“Large business”*** means any **non**-women- or minority-owned, or service-disabled business as defined above or any business having more than 250 employees or more than $10 million in gross receipts averaged over the previous three years.

***Nonprofit”***means a corporation or an association that conducts business for the benefit of the general public without shareholders and without a profit motive.

##### **ATTACHMENT B**

**PROPOSAL COVER SHEET**

|  |  |  |  |
| --- | --- | --- | --- |
| **Organization:** |  | | |
| **Contact Person:** |  | | |
| **Address:** |  | | |
| **Mailing Address (if different):** |  | | |
| **Type of organization:** | 🗆Public/Government 🗆Local Education Agency  🗆Private for Profit 🗆Private Non-Profit 🗆Other:  Describe: | | |
| **Type of Legal Entity:** | 🗆Corporation 🗆Sole Proprietorship  🗆Partnership 🗆 Other:  Describe: | | |
| **Federal ID #:** |  | | |
| **Type of Project** | **🗆 WIOA One Stop Operator Adult and Dislocated Worker Services** | | |
| **Dollar Amount Requested:** |  | | |
| **Names of Organizations and individuals who have helped develop the RFP Response:** | | | |
| Name | Organization | Address | Telephone |
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**Attachment C-1**

**Budget Statement**

The MS Word forms feature has been used to develop this document. Use the “tab” key to move from space to space or use the cursor to “click” in the space and key in the appropriate information.

**Budget Summary**

Transfer the totals from each Schedule to the appropriate spaces on the Budget Summary.

**Detailed Schedules**

Enter items on separate line items or complete the identified line items as appropriate. Enter 0.00 for any items that are not applicable. In the Budget Narrative for each Detail Schedule, provide information to support the figures shown. Briefly describe the basis or method used to determine the costs.

**101 Personnel Services (Staff Salaries)**

Identify annual full-time equivalent gross salary amounts and the percentage to be charged to WIOA.

Example:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No of Positions** | **Position Title** | **% Charged to WIA** | **Annual Gross Salary—All Sources** | **WIA**  **Share** | **In-Kind** |
| 1 | Fiscal Manager | 20% | $40,000.00 | $8,000.00 | $32,000.00 |
| 3 | Case Managers @ $25,000 each | 100% | $75,000.00 | $75,000.00 | $0.0 |

**102 Fringe Benefits (Staff)**

Enter 0.00 for any items that are not applicable.

**103 Operating**

Should include items such as travel, communications, materials and supplies, insurance

**108 Direct Participant Costs**

**108A Direct Participant Costs Other –(Other Youth Program Elements**

**111 Miscellaneous**

Enter costs for items not covered in other schedules

**Offeror (s)'s Name**

**Budget Summary**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Cost Category** | | **Total**  **Cost** | **WIA**  **Share** | **In-Kind/Leveraged** |
| 101 | Personnel Services  (Staff Salaries) | $ | $ | $ |
| 102 | Fringe Benefits  (Staff) | $ | $ | $ |
| 103 | Operating | $ | $ | $ |
| 104 | Participant Insurance |  |  |  |
| 105 | Participant Assessment |  |  |  |
| 108 | Work Experience (40%) | $ | $ | $ |
| 108A | Other Program Elements Costs | $ | $ | $ |
| 108 B | Transportation |  |  |  |
| 111 | Miscellaneous | $ | $ | $ |
| **TOTALS** | | $ |  | $ |
| **TOTAL WIOA SHARE** | |  | $ |  |

**Budget Narrative:**

Attachment C-2

Service Levels

Rationale and estimate planned participant enrollments by jurisdiction and proposed service delivery locations.

|  |  |  |
| --- | --- | --- |
|  | Proposed service delivery locations | Total Number of PY2015 Enrollments (12th graders only) |
| Charles City |  |  |
| Chesterfield County |  |  |
| Goochland |  |  |
| Hanover |  |  |
| Henrico |  |  |
| New Kent |  |  |
| Powhatan |  |  |
| City of Richmond |  |  |
| **Totals** |  |  |

**Attachment C-3**

Contract Performance Outcomes

The Offeror (s) shall propose performance outcomes in percentage of achievement by youth performance measures. These measures can be negotiated during the contract period and will be used to measure the program’s effectiveness.

Example:

Enter Unsubsidized Employment 70%-80% of enrolled youth will exit the program with unsubsidized employment

Average earnings after entry into employment $8-$10 an hour average earnings after entering employment

|  |  |
| --- | --- |
| **Youth Performance Measure** | **Proposed Percentage of Achievement** |
| Enter Work- Based Training |  |
| Enter Occupational Skills Training |  |
| Successfully Complete Work-Training |  |
| Obtain a credential (Occupational skills and/or GED) |  |
| Enter Unsubsidized Employment |  |
| Remain Employed six (6) Months |  |
| Average Earnings after entry into employment |  |
| Math and/or reading increase within six (6) months of participation in the program |  |

**ATTACHMENT D**

**INSURANCE SPECIFICATIONS**

The Successful Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Offeror, and shall deliver a Certificate of Insurance from carriers acceptable to the owner specifying such limits. The Certificate shall show the County of Henrico, the Capital Region Workforce Partnership, Capital Regional Workforce Consortium Board, and Resource Workforce Investment Boardl named as additional insureds for the Commercial General Liability coverage. The coverage shall be provided by a carrier(s) rated “Excellent” by A.M. Bests. In addition, the insurer will endeavor to give the County 30 days notice of its decision to cancel coverage.

**Workers’ Compensation**

Statutory Virginia Limits

Employers’ Liability Insurance - $100,000 for each Accident by employee

$100,000 for each Disease by employee

$500,000 policy limit by Disease

**Commercial General Liability - Combined Single Limit**

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

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

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

$1,000,000 Personal and Advertising injury

$ 100,000 Fire Damage Legal Liability

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

NOTE 2: The specified insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insureds.

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

.**ATTACHMENT E**

**PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION**

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

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

|  |  |  |
| --- | --- | --- |
| **SECTION/TITLE** | **PAGE NUMBER(S)** | **REASON(S) FOR WITHHOLDING FROM DISCLOSURE** |
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**ATTACHMENT F**

**VIRGINIA STATE CORPORATION COMMISSION (SCC)**

**REGISTRATION INFORMATION**

**The Bidder or Offeror:**

□ is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **-OR-**

□ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

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

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

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

# 

# ATTACHMENT G

**BID/PROPOSAL RESPONSE**

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

Pursuant to Va. Code § [22.1-296.1](http://leg1.state.va.us/cgi-bin/legp504.exe?000+cod+22.1-296.1), prior to awarding a contract for the provision of services that require the contractor, his employees (or subcontractors) to have **direct contact with students**, the school board shall require the contractor and any employee who will have direct contact with students, to provide certification that (i) he has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether he has been convicted of a crime of moral turpitude.

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

**As part of this submission, I certify that the employees of, or subcontractors to, the above mentioned contractor that will be providing services to the School Board under the resulting Contract (i) will have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and/or (ii) will not have been convicted of a crime of moral turpitude. Furthermore, I understand that the duty to certify is ongoing and extends to future employees and employees of subcontractors for the duration of the Contract.**

*Signature of Authorized Representative*

*Printed Name of Authorized Representative*

*Printed Name of Vendor (if different than Representative)*

**Attachment H**

**CRWP/WIA Special Terms and Conditions**

* 1. Participant Data (Sensitive and Non Sensitive Information)

In accordance with Training and Employment Guidance Letter #39-11 the Contractor agrees to protect the personal identifiable information (PII). OMB defines PII as “information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual.”

“Federal law, OMB Guidance, and Departmental and ETA policies requires that PII and other sensitive information be protected.” Therefore to ensure that such PII is not transmitted to unauthorized users, all PII and other sensitive data transmitted via email or stored on CD’s, DVDs, thumb drives, etc., must be encrypted using a Federal Information Processing Standards (FIPS) 140-2 compliant and National Institute of Standards and Technology (NIST) validated cryptographic module.

The Contractor shall establish, maintain, and safeguard (under lock and key) all participant files, fiscal records, project records, and documents. The Contractor agrees to utilize appropriate methods for destroying, securing, and transmitting PII.

The Contractor shall also ensure at the termination of this contract all information, files, and participant data is turned over to the CRWP within 30 days of the final invoice.

**GENERAL PROVISIONS**

1. Contractor agrees all work shall be performed as provided in the Contract Documents.
2. Conflict of Interests Prohibited

In the performance of this contact, the Contractor, its officers, employees, and agents, shall comply with the provisions of the Virginia State and Local Government Conflict of Interests Act, Virginia Code §2.2-3100, et seq.

1. Contingency of CRWP Funding

1. It is understood and agreed that:

* 1. CRWP’s ability to satisfy financial obligations to its Contractors is totally

dependent upon the availability of funds received through grants, appropriations, and Contracts; and

* 1. Neither City of Richmond, Henrico, Chesterfield, Hanover, Charles City, New Kent, Powhatan nor Goochland Counties, nor any agency or department of any of the above Workforce Investment Area Jurisdictional Members, is obligated to make funds available from local sources of revenue to satisfy any obligation under this Contract.

2. If funds anticipated to be received by CRWP are suspended or terminated in whole or in part, funding and all obligations for payment under this Contract shall cease.

3. Should funds cease to be available for the performance of this Contract, the Contractor shall be promptly notified in writing of such fact by CRWP and this Contact shall be terminated.

4. Unearned payments under this Contract may be suspended or terminated upon the Contractor’s refusal to accept any reasonable additional conditions that may be imposed on CRWP by the Virginia Community College System or by the U.S. Department of Labor or by Henrico County, Virginia—the Grant Recipient/Fiscal Agent of CRWP’s funds.

1. Continuity of Agreement

All rights, responsibilities, obligations and privileges arising from this Contract shall be binding upon the successors to the parties of this Contract.

1. Acceptable Delivery

It is understood and agreed that:

* 1. The Contractor shall perform and comply with the terms and conditions of this Contract.
  2. CRWP shall interpret all reports and shall decide the acceptability and progress of the Contractor’s work,
  3. CRWP shall decide the amount, clarification and quality of kinds of work to be performed and the amounts to be paid under this Contract,
  4. CRWP shall be the sole judge of the validity and acceptability of claims, if any, made by the Contractor for extra payment, and
  5. CRWP’s decisions shall be final, conclusive and binding on the parties.

1. Indemnification/Hold Harmless

1. The Contractor agrees to indemnify defend and hold harmless Resource, the County of Henrico, and CRWP, and their officers, agents and employees from liability from any claims, damages, suits, actions, liabilities and costs of any or kind or nature, including attorneys’ fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Contractor, provided that such liability is not attributable to Resource’s or the County’s sole negligence.

1. Program Monitoring

1. The Contractor agrees to cooperate with any monitoring, evaluation, and/or audit conducted by the CRWP, the Virginia Community College System, the U.S. Department of Labor, the U.S. Comptroller General, Henrico County, or any of their designees.

2. CRWP shall monitor all program and fiscal activities to ensure compliance with the terms of this contract and the WIA. Any finding by CRWP requiring corrective action shall be documented and include a timeline for completing the corrective action(s). CRWP or Virginia Community College staff may also make scheduled and unscheduled visits as needed.

3. The Contractor must have an internal quality control system to monitor progress toward achieving this Contract’s goals, the quality of program operations and administrative activities.

1. Confidentiality Requirements

Federal and state laws and regulations govern the disclosure of individually identifiable information and/or records. The Contractor must take special precautions to protect confidential information from loss, unauthorized use, access, disclosure, modification and destruction.

The Contractor agrees to maintain the confidentiality of any information which has been obtained regarding applicants, participants, or their immediate families whether such information has been obtained through application forms, interview, tests, reports from public agencies or any other source. Such information shall be disclosed only as necessary for purposes related to the performance or evaluation of this contract and only to persons having responsibilities under this Contract.

1. Contract Modifications

1. All modifications to this Contract must be in written form and shall be signed by both parties.

2. No modifications shall be made to this Contract retroactively, nor shall the Contractor notify or cause CRWP to be liable for reimbursement to the Contractor for any disallowed costs.

1. Notwithstanding anything to the contrary contained in this Contract, CRWP reserves the right to unilaterally modify this Contract at any time as required by the Virginia Community College System, the Governor’s Office for Workforce Development, Federal or State regulations, or other requirements of law. However, such modification shall not change the scope of work of this contract or modify the cost or compensation paid to the Contractor without the expressed written consent of the Contractor except as provided elsewhere in this contract.

J. Equipment and Property

1. All capital equipment purchases and/or services purchased by the Contractor pursuant to this Contract shall be made by purchase order or by written agreement, and require written authorization of CRWP.

2. All equipment and unused materials and supplies purchased under this Contract shall be delivered to CRWP by the Contractor at the Contractor’s expense at the termination of this Contract.

3. All equipment and property purchased under this Contract shall be labeled as directed by CRWP and maintained in an inventory and made available for monitoring.

4. CRWP may, at its discretion, allow the Contractor to purchase equipment or property remaining in service at the termination of this Contract at a depreciated cost, or may, otherwise dispose of such property in a manner consistent with WIA regulations and/or the terms of the CRWP grant providing the funds for this Contract.

K. Public Relations

CRWP may use information, reports, photographs, and other materials developed in connection with this Contract and the operation of the project/program described herein to increase public awareness of CRWP’s activities, to apply for awards, use as documentation of program effectiveness or in any other manner of benefit to CRWP. CRWP may use materials without cost. All materials developed with federal funds, including WIA funds, remain in the public domain and may be used by CRWP for other programs.

L. 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 WIA funds, the Contractor and all its subcontractors receiving funds pursuant to this Contract shall clearly identify:

1. The percentage of the total costs of the program or project that shall be financed with WIA funds,

2. The dollar amount of WIA funds for the project or activity, and the percentage and dollar amount of the total cost of the project or activity that shall be financed by non-Federal sources.

M. Records/Record Retention

1. The Contractor shall submit reports as required by CRWP and shall maintain records and provide access to them as necessary for CRWP’s review to assure that funds are being expended in accordance with the purposes and provisions of this Contract.

2. The Contractor shall maintain an official Contract file that contains the signed Contract and any modifications to it, and a file that contains all reports, correspondence, budget back-up documentation, and all other materials and documentations pertaining to this Contract.

3. The Contractor agrees to preserve all records relating to this Contract for three years after the final payment under this Contract, subject to the qualifications set forth in 41 CFR Part 29-70 Section 29-70.203-7, “DOL Public Contracts and Property Management,” and in applicable state regulations.

N. Release

The Contractor, upon final payment of amounts due under this Contract, less any credits, refunds, or rebates due the Contractor, hereby releases and discharges CRWP and its duly authorized representatives from all liabilities, obligations and claims arising from this Contract.

O. Termination

1. This Contract may be terminated by written mutual consent of the parties hereto.
2. CRWP may terminate this Contract when, it its sole discretion, it has determined that the Contractor has failed to provide any of the services specified or comply with any of the provisions contained in this Contract. Contractor will first be given the reasonable opportunity to correct any deficiencies within a 30 day period after notice.
3. In the event of termination hereunder, the Contractor shall be compensated for any services performed through the date of termination, provided that such services were performed in accordance with the provisions of this Contract.
4. Following termination of this Contract, the Contractor shall submit the required Contract Close-Out Package within thirty (30) days.
5. No reimbursement for services rendered shall be made which has not been requested within thirty days following termination of this Contract.
6. Prior to the termination of this Contract, whether due to contract completion or otherwise, the Contractor shall provide written notice of employment termination to each of its employees supported by funds from this Contract, a copy of which shall be forwarded to CRWP prior to the termination date.

P. Enforcement Provisions

The failure of CRWP to enforce at any time any of the provisions of this Contract or to require at any time performance by the Contractor of any provisions hereof shall in no way affect the validity of this Contract or any part thereof or the right of CRWP to thereafter enforce each and every provision.

Q. Contract Performance

1. CRWP does not discriminate against “faith-based organizations” as that term is defined in Virginia Code §2.2-4343.1.

2. During the term of this Contract and for three (3) years thereafter, CRWP has the right upon reasonable notice to examine and audit the Contractor’s files and records that pertain to the performance of this Contract and to the handling and charges made pursuant to and in accordance with this Contract.

3. This Contract may not be assigned in whole or in part by the Contractor without the express prior written approval of CRWP.

4. This Contract may be simultaneously executed in two or more counterparts, each of which shall be an original and all of which shall constitute but one in the same instrument.

R. Drug-Free Workplace Provisions

1. During the performance of this Contract, the Contractor agrees to:

* 1. provide a *drug-free workplace* for the Contractor’s employees;
  2. post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor’s workplace and specifying the actions that shall be taken against employees for violations of such prohibition;
  3. state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and
  4. include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions shall be binding upon each Contractor or vendor.

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

S. Authorization to Transact Business in Virginia

The Contractor, organized as a limited liability company, represents that it is authorized to transact business in the Commonwealth as a domestic or foreign business entity to the extent required by Title 13.1 or Title 50 or as otherwise required by law. The Contractor shall not allow its existence to lapse or its certificate or authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Agreement.

T. Immigration

The Contractor shall not during the performance of the Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

U. Interest

Notwithstanding any other provision of the Agreement, interest charged to the County for late payments shall not exceed 1% per month, in accord with Virginia Code 2.2-4353.

**ASSURANCES & CERTIFICATIONS**

1. Compliance with Applicable Laws, Regulations and Directives

1. The Contractor shall abide by and shall ensure that all activities conducted pursuant to this Agreement comply with all applicable federal, state and local laws, regulations, and directives. The Contractor also understands and agrees to immediately desist from and correct any violations noted;

2. The Contractor must assure compliance, as appropriate, with the provisions of Section 89 of the Internal Revenue Code;

3. The Contractor shall comply with the Workforce Investment Act and attendant regulations. The Contractor certifies that it has no commitments or obligations that are inconsistent with compliance with these and any other pertinent federal regulations and policies, and that any other agency, organization, or party which participates in the implementation of the programs funded pursuant to this Contract shall have no such commitments or obligations;

4. The Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable USDOL regulations (29 CFR Part 32) and all guidelines and interpretations issued pursuant thereto;

5. The Contractor shall comply with Titles VI, VII, and IX of the Civil Rights Act of 1964 (PL 88-352) and the regulations issued pursuant thereto. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin unless it is a bona fide occupational qualification reasonably necessary to the normal operation of this Contract. The Contractor agrees to put in conspicuous places, available to employee and applicants for employment, notice setting forth the provisions of this nondiscrimination clause;

6. The Contractor shall conform to the Virginia Freedom of Information Act, Title 2.2, Chapter 37, (Section 2.2-3700 et seq.) of the Code of Virginia, except as otherwise required by federal or state law, consistent with federal confidentiality requirement and with the government Data Collection and Dissemination Practices Act, Title 2.2, Chapter 38, (Section 2.2-3800 et seq.) of the Code of Virginia;

7. The Contractor shall conform to the standards contained in the Occupational Safety and Health Standards for General Industry (29 CFR

Part 1910) inclusive of the “Virginia Preface to OSHA Standards Book for General Industry;”

8. The Contractor shall conform to the Virginia Child labor Laws as contained in Title 40.1, Chapter 5 (Section 40.1-78 et seq.) of the Code of Virginia;

9. The Contractor shall conform to the Virginia Worker’s Compensation Act as contained in title 65.2 of the Code of Virginia;

10. The provisions of the following Acts, applicable regulations made pursuant to said Acts and other listed directives are hereby incorporated by reference. All changes in said Acts, regulations and directives are automatically incorporated into this Contract.

1. Title I of the WIA (PL 105-220);
2. Workforce Investment Act Interim Final Rules 20 CFR Part 652 et al., including subsequent revisions or amendments;
3. Duly authorized waivers approved by the USDOL;
4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332);
5. Office of Management and Budget (OMB) Circulars A-87 and/or A-122;
6. USDOL Administrative Regulations at 41 CFR 29-70 (property management-private) and 29 CFR Parts 93 (lobbying restrictions), 96 (audits), 97 (property management), and 98 (debarment and suspension) and 29 CFR Part 98 (drug-free workplace);
7. Equal Employment Opportunity Directives;
8. Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646) that provide for fair and equitable treatment of persons displaced or whose property is acquired for project purposes of Federal or federally assisted programs, regardless of Federal participation in purchases;
9. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex;
10. The Age Discrimination Act of 1975, as amended;
11. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 19709 (PL 91-616), as amended related to nondiscrimination on the basis of alcohol abuse or alcoholism.
12. The Americans with Disabilities Act of 1990.
13. Governing Law, Jurisdiction and Venue

This contract is made and entered into in Henrico County, Virginia and shall be governed, interpreted, and construed by the laws of the Commonwealth of Virginia and the United States of America. Should any dispute arise as to the interpretation of or compliance with this Contract, such dispute shall be initiated and tried only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

1. Certifications

The following certifications, with which the Contractor agrees to comply, are incorporated by reference and made a part of this contract:

1. Certification Regarding Lobbying (29 CFR Part 3);

2. Drug-free Workplace Requirements Certification (29 CFR Part 98);

3. Discrimination and Equal Opportunity Assurance (29 CFR Part 34); and

4. The Contractor agrees that the information in this contract is correct to the best of his knowledge and belief. Any intentionally false or misleading information provided by the Contractor and relied upon by CRWP in appropriating funds for the project authorized by this Contract shall be cause for termination of this Contract, and CRWP shall be entitled to recover all monies previously paid under this Contract, caused by such intentionally false or misleading information.