



BLUE RIDGE REGION

**Workforce Innovation and Opportunity Act (WIOA)
One-Stop Operator
ProjectNow LLC
July 1, 2023 – June 30, 2024**

This Agreement is made by and between the Greater Roanoke Workforce Development Board, hereinafter referred to as the “GRWDB”, and ProjectNow, LLC, hereinafter referred to as the “Contractor”. GRWDB and Contractor may be referred to herein collectively as “party” or “parties”.

WITNESSETH

WHEREAS, the Local Workforce Development Area 3 (LWDA3) Chief Local Elected Official (CLEO) Consortium has been designated by the Commonwealth of Virginia to receive workforce development funding under the Workforce Innovation and Opportunity Act, 29 U.S.C. §§ 2101, et seq. (WIOA); representing the counties of Alleghany, Botetourt, Craig, Franklin, and Roanoke, and the cities of Covington, Roanoke, and Salem; and

WHEREAS, the GRWDB, a Virginia non-stock corporation, is designated by the CLEO to cooperatively implement activities in accordance with the provisions of the WIOA and regulations and rules promulgated by the United States Department of Labor (USDOL); and

WHEREAS, the Contractor was selected through a competitive negotiation to operate the WIOA One-Stop Operator Contract in LWDA3, as described in the proposal submitted by the Contractor to the GRWDB, dated 5/23/2022; and

WHEREAS, the Contractor will provide workforce services in a manner substantially consistent with the May 23, 2022 proposal, notwithstanding certain exceptions contained herein and will comply with the General Terms and Conditions attached to this agreement as **Attachment A**; and

WHEREAS, the Contractor will comply with the requirements of the WIOA, Uniform Grant Guidance, all applicable federal and state policies, and all GRWDB policies; and

WHEREAS, the GRWDB Board of Directors voted at their meeting on June 22, 2023 and CLEO voted at their meeting June 29, 2023 to award the extension of the contract; and

NOW, THEREFORE, and in consideration of the mutual covenants and agreements set forth below, the parties do hereby mutually covenant and agree as follows:



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ARTICLE I – EFFECTIVE DATE AND TERM

This Agreement is effective as of July 1, 2023. The term of this Agreement begins on the effective date and ends on June 30, 2024, upon approval by the GRWDB. The Agreement is eligible for an extension of one (1) additional year, subject to negotiation. As this is the first of two (2) possible extensions per the original agreement dated July 1, 2022, there is one additional possible extension.

ARTICLE II – FUNDING SUMMARY

The Contractor is awarded \$20,000 to provide WIOA Title I One-Stop Operator services under the WIOA between July 1, 2023 and June 30, 2024. Should additional funds become available during the program year, the Contractor may be invited to provide additional services using the funds. This is not a guarantee of additional funding, only an option that may be exercised by the GRWDB.

A detailed budget will be provided by the Contractor to be attached to this Agreement in **Attachment B**. If budget modifications are needed during the period of this Agreement, the budget shall be amended and attached to the Contract. During the period of this Agreement, if the Contractor exceeds the amount budgeted in the total funding allocated individually for Salaries or Site Costs, the difference in the amount budgeted versus the amount expended will be considered disallowed and will not be reimbursed. Budget modifications may be requested in this instance but must be received by close of business (5:00 PM EST) on the 1st of each month, which is ten (10) days prior to the deadline for reimbursement request submission.

A formal written cost allocation plan, explaining how each line item of the budget is allocated, must be provided with the first monthly invoice of the contract (due by August 10, 2023). This plan must detail which expenses are direct vs. indirect as well as the detailed methodology for allocating expenses that are not directly charged. If the Contractor has an indirect rate that has been approved by the U.S. Department of Labor – Employment and Training Administration, documentation of the approval will be provided on an annual basis.

ARTICLE III – SCOPE OF WORK

The Contractor will serve as the One Stop Operator and provide related One Stop Operator Services for Virginia Career Works Greater Roanoke Region in the counties of Alleghany, Botetourt, Craig, and Roanoke and the Cities of Covington, Roanoke, and Salem. These services are primarily provided out of the Virginia Career Works – Roanoke Center, Covington Center, and Franklin Center as required by the WIOA and its implementing federal and state regulations. The GRWDB expects the Contractor to provide accessible, seamless, customer-driven services to jobseekers, employers and other stakeholders in a professional, timely and efficient manner.

Major components of the work involve:



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- Assisting in the expansion of the network of partners participating with the Virginia Career Works Centers;
- Facilitating efforts to improve client outcomes and customer satisfaction of service delivery and center operations within the region; and
- Ensuring adherence of the three Virginia Career Works Centers in the region to the standards defined by federal, state, and local policy.

The services described in this scope of work will be delivered primarily from the American Job Centers located in Roanoke, Covington and Rocky Mount: Virginia Career Works - Roanoke Center at 3601 Thirlane Road, Suite 2, Roanoke, VA 24012, Virginia Career Works - Covington Center at 106 North Maple Ave, Covington, VA 24426 and Virginia Career Works – Franklin Center at 50 Claiborne Ave, Rocky Mount, VA 24151. The locations of the Virginia Career Works Centers the region are subject to change due to customer and partner need. GRWDB is currently the landlord at the Virginia Career Works – Roanoke Center and facility costs are paid through a lease agreement with the Virginia Employment Commission at the Virginia Career Works – Covington Center and with Franklin County at the Virginia Career Works – Franklin Center.

The Contractor will actively participate with the GRWDB in shaping and informing the local workforce development system. As such, the Contractor will maintain current knowledge and expertise in:

- Federal, state, and local policies, including WIOA and its implementing guidance;
- Evidence-based workforce development practices and viable career pathways strategies;
- Local workforce development programs, social service agencies and related resources; and
- Local labor market information, including local and regional workforce and employer dynamics.

Successful delivery of services will require close adherence to the criteria of key Training and Employment Guidance Letters (TEGLs) from the US Department of Labor Employment and Training Administration; Virginia Workforce Letters (VWLs) released by the Virginia Community College System, Virginia Board of Workforce Development Policies, regional and state workforce plans, MOUs, and guidance.

The Contractor shall, either in person or virtually, under the supervision of GRWDB staff:

- Coordinate and facilitate quarterly meetings of the Greater Roanoke Workforce Partner Consortium, which includes all partners included on the system wide Memorandum of Understanding (MOU). This quarterly meeting will facilitate discussion on
 - Service delivery through the Virginia Career Works Centers in the region
 - Potential new partnerships or relationships to be formed with new workforce system partners
 - Any changes, additions, or questions regarding the current or future MOUs



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- Any other item identified by the GRWDB or other workforce system partners
- Facilitate at least one (1) annual meeting to discuss Infrastructure Funding Agreements for each of the three Virginia Career Works Centers, in coordination with GRWDB staff.
- Ensure the implementation of service delivery as defined in the system wide MOU
 - Coordinate with the Greater Roanoke Workforce Partner Consortium for the management of service delivery of operations
- Develop outreach plans for new system partner relationships as necessary to advance the effectiveness of the workforce system
- Create monthly reports to workforce system partners and the GRWDB on Virginia Career Works Center demographics, customer satisfaction, business satisfaction, referrals, etc. as requested by the GRWDB
- Conduct four (4) workforce system staff training sessions on topics such as customer service, problem solving, diversity and equity in service delivery, accessibility, etc. or any other topics identified by workforce system partners or GRWDB staff.
 - Trainings will be conducted in coordination with GRWDB staff
- Facilitate the One Stop Center Certification process, including compliance with the Americans with Disabilities Act (ADA) in accordance with federal, state, and local requirements
 - Develop recommendations and opportunities for continuous improvement in these areas

Data Analytics and Reporting

The Contractor must retain, secure and ensure the accuracy of all records in compliance WIOA requirements, related federal and state regulations, and GRWDB's record retention requirements.

Confidentiality of customer information must be maintained, and all data must be properly stored in a secured space with limited staff access. Each staff member who has contact with customers or customer information must receive training on confidentiality requirements. The Contractor acknowledges that the use or disclosure of customer information for purposes other than the effective delivery of the services described in this RFP is strictly prohibited. Staff of the Contractor may have access to this information only on a "need to know" basis. The Contractor must inform employees that inappropriate use of such information may result in disciplinary action, including discharge, or criminal prosecution if the employee knowingly uses the information for fraudulent purposes.

Monitoring and Evaluation

The GRWDB is responsible for all levels of program monitoring, compliance, and evaluation for Contractor activities. Evaluations may include but are not limited to contract provisions, surveys of internal partners and other evaluation criteria developed by GRWDB.

The GRWDB will monitor, evaluate, and provide guidance and direction to the Contractor in the conduct of services performed under any agreement resulting from this contract. GRWDB has the responsibility to determine whether the Contractor has spent funds in accordance with applicable laws and regulations, including federal audit requirements and will monitor the activities of the Contractor to ensure such requirements are met. The Contractor will permit



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GRWDB to carry out monitoring and evaluation activities.

Performance Measures

The Contractor will be expected to implement processes and procedures to ensure successful attainment of performance measures for the Virginia Career Works Blue Ridge region & its' Centers. Below are expected performance outcomes to be met by the Contractor, which may be negotiated during the contract negotiation period:

Performance Measure

Conduct Partner Consortium meetings
Completed Customer Satisfaction Surveys
Virginia Career Works Center Staff trainings
One Stop Center Certification
ADA Compliance
IFA Annual Meeting
Monthly reporting to GRWDB staff

Goal

Once quarterly
80% of Center Customers
At least 4 throughout the year
All three Centers Certified
All three Centers in compliance
One meeting for each of the three Centers
12 reports annually

ARTICLE IV – RESPONSIBILITIES OF THE CONTRACTOR

The Contractor will meet the standards of its profession in performing all services under this Agreement. The Contractor will perform workforce services under this Agreement in accordance with the terms and conditions set forth herein. The Contractor's services will be bound by the attached budget found in **Attachment B**, and by this reference, made a part hereof. Spending authorization levels will be provided in a separate letter from the GRWDB and will be updated throughout the Agreement term. All letters will be attached to this Agreement.

The Contractor will provide One-Stop Operator services and appropriate staffing, either in person or virtually, at the following Virginia Career Works locations:

Virginia Career Works – Roanoke Center	3601 Thirlane Road, Suite 2, Roanoke, VA 24019
Virginia Career Works – Covington Center	106 N. Maple Avenue Covington, VA 24426
Virginia Career Works – Franklin Center	50 Claiborne Avenue Rocky Mount, VA 24151

ARTICLE V – REPORTING and INVOICES

The Contractor will submit regularly scheduled programmatic, fiscal reports, and reimbursement requests (invoices) to the GRWDB staff by the 10th of the month for the previous month. Those reports will include but are not limited to:

- Reimbursement Requests (Invoices) – Monthly reimbursement requests/invoices will be provided for each of the WIOA Title I programs, showing the line items contained



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in **Attachment B**. The invoice will be signed by the preparer demonstrating that they have reviewed and confirmed all calculations and figures, and that expenses are charged to the correct line item. It will also be signed by the local One Stop Coordinator before submission to the GRWDB.

- i. Reimbursements from the GRWDB will not be processed until invoices are deemed complete and accurate by the GRWDB. Accurate and timely financials are critical to the successful operations of WIOA Title I programs. Once the GRWDB receives the reimbursement request, staff will review the invoice for accuracy, allowability, and other details that are required by WIOA Title I and federal Uniform Grant Guidance. A memo will be sent to the Contractor detailing costs that are lacking documentation and/or not allowable. The Contractor must respond to the memo by providing additional documentation or clarification of non-allowable costs within ten (10) business days of receiving the memo. If no response is provided, the costs will be considered disallowed and will not be reimbursed.
- ii. Monthly reimbursement requests must have obligations for program expenditures reported. This column should be accurately completed based on projected program expenditures or contract expenses. This will assist the staff to the GRWDB in evaluating expenditures and ensure that Contractor staff are tracking obligations and expenditures as compared to the program budget.
- iii. At the time of submission of the monthly reimbursement request, monthly timesheet reconciliation reports will be submitted to staff of the GRWDB. These monthly timesheet reconciliations will match the cost allocation methodology being used for all applicable costs. If the reconciliation does not match the cost allocation methodology, and is not able to be clarified, all applicable costs will be disallowed.

Additionally, the Contractor will present program highlights and other information as requested at meetings of the GRWDB, its' committees, CLEO, and other groups as requested. The GRWDB reserves the right to request other information and reports as deemed necessary.

The Contractor will provide services in the Scope of Work in Article III and achieve Performance Measures in Article VI, as proposed, in an average of 6 hours per month, not to exceed reimbursement requests totaling \$18,000 in Consulting Fees over the 12-month period of the contract.

ARTICLE VI – PERFORMANCE MEASURES & CONTRACTOR PROFIT

The performance of the Contractor will be measured using the developed and approved One-Stop Operational Plan and the progress toward meeting goals outlined in Article III of this Agreement.

The following performance measures must be met:

- Once quarterly conduct partner consortium meetings
- 80% of center customers complete center satisfaction surveys



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- At least 4 Virginia Career Works Center staff trainings throughout the year
- All 3 Centers achieve One Stop Center Certification
- All 3 Centers in compliance with ADA regulations
- One IFA Annual meeting for each of the 3 centers
- 1 monthly report for each month annually to the GRWDB staff

ARTICLE VII -- PAYMENT FOR SERVICES

The GRWDB will pay the Contractor based on an amount of compensation and method of payment agreed to **Attachment B**. The Contractor's receipt of compensation from the GRWDB is dependent on the GRWDB's receipt of compensation from the VCCS according to certain terms and procedures. The GRWDB will not advance any funding to the Contractor for its performance under this agreement; all compensation due to Contractor is on a reimbursement basis only. The Contractor's invoices will be subject to any hold-back to which the GRWDB is subject to under its funding agreement with the VCCS.

The Contractor will submit invoices to the GRWDB in a timely manner. The GRWDB will pay the amount of the invoice within forty-five (45) days; however, the GRWDB will have the right to verify information contained on any invoice and extend the time of payment until information is received to correct any errors found therein.

Payments made to the Contractor will not be considered as evidence of satisfactory performance of the work by the Contractor, either in whole or in part, nor will any payment be construed as acceptance by the GRWDB of any defective work. The GRWDB reserves the right to withhold payment from the Contractor in the event the Contractor's work fails substantially to conform to the requirements of this Agreement. The obligations of the GRWDB are contingent upon the adequate appropriation of funds.

ARTICLE VIII -- INSURANCE

The Contractor will maintain professional liability insurance during the performance of this Agreement in the amount of documentation attached, and for at least one (1) year from the termination of this Agreement. The Contractor will maintain Worker's Compensation insurance which protects its employees from worker's compensation claims in the statutory amount, and employer's liability coverage in the amount of the State's statutory limits. The Contractor will also maintain general liability of \$500,000 per occurrence and policy period aggregate and automobile insurance in the amounts of \$500,000 per occurrence. The Contractor will also maintain excess general and automobile liability insurance in an amount not less than \$1,000,000 per occurrence and policy period aggregate.

The Contractor will maintain business property insurance for the replacement value of all equipment, furniture, computers, and other supplies that the Contractor owns and uses in the provision of WIOA Title I services. The address of each location containing Contractor property will be individually listed and insured on the policy. The Contractor will provide insurance to protect against a data breach or loss in the amount of \$100,000 per claim. GRWDB will maintain



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business property insurance for the replacement value of all equipment, furniture, computers, and other supplies that the GRWDB owns and is used in the provision of WIOA Title I Services. The address of each location containing GRWDB property will be individually listed and insured on the policy.

It is agreed that any insurance or self-insurance program maintained by the Contractor will apply in excess of and will not contribute with insurance provided by this policy. Each insurance policy required by this Agreement, excepting policies for worker's compensation, employer's liability, and professional liability, will contain the following clause: "The Greater Roanoke Workforce Development Board, its officers and employees acting within the scope of their official duties, will be named as additional insured with respects to derivative or imputed liability arising out of the Contractor' performance of this Agreement". No cancellation of the insurance coverages mentioned herein will be made without thirty (30) days' written notice to the GRWDB.

AGREED TO BY

Greater Roanoke Workforce Development Board
4419 Pheasant Ridge Road Suite 301
Roanoke, VA 24014

Morgan Romeo

Morgan Romeo, Executive Director

Jul 7, 2023

Date

AGREED TO BY

ProjectNow LLC
5036 25th Street South
Arlington, VA 22206

David Remick

David Remick, President

Jul 6, 2023

Date



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Attachment A

General Terms and Conditions

Definitions

The following terms will have the meaning as set forth below:

- a) "May" is permissive.
- b) "Will" is imperative.
- c) "Subcontract" will mean any contract, agreement, or purchase entered into by the Contractor with a third party for the purpose of procuring property and/or services under this contract.

Change

The Greater Roanoke Workforce Development Board (GRWDB) may at any time, by written order and without prior notice to the Contractor, make changes within the general scope of this contract. If any such change causes an increase or decrease in the cost of or time required for the performance of any part of the services under this contract, whether changed or unchanged by the change order, an equitable adjustment will be made, and the contract modified accordingly in writing. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt of the notification of change. Failure to agree to any adjustment will be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause will excuse the Contractor from proceeding with the contract as changed.

Stop Work/Suspension of Performance

The GRWDB may issue a stop performance notice at any time. The Contractor, upon receipt of such written notice, will immediately stop performance on the date specified in the notice and incur no further costs and will not undertake any further performance until directed to do so in writing by the GRWDB. Any costs incurred, or performances done by the Contractor after receipt of a stop performance notice is at the sole risk of the Contractor. Under no circumstances will a stop performance notice be used to terminate a contract. In any case, where it is determined that performance will not be permitted to be resumed; a formal termination notice will be issued.

Termination of Convenience

The performance of work under this contract may be terminated, in whole or from time-to-time in part, by the GRWDB whenever for any reason the GRWDB will determine that such termination is in the best interest to do so. The termination shall be effective within thirty (30) calendar days after the order is issued unless a lesser time is mutually agreed upon by both parties. The Contractor has sixty (60) calendar days after the effective date to bill for payment. Contractor shall be entitled to received just and equitable compensation for any services performed hereunder through the date of termination or suspension. Termination of work hereunder will be effected by delivery to the Contractor, based upon 48 CFR 52.249-2. After receipt of the Notice of Termination, the Contractor will cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment, and miscellaneous items. In addition, the Contractor will exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding covering personal services that extend beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such cancelled commitments, the Contractor agrees to each of the following:

- a) Settle all outstanding liabilities and all claims arising out of such cancellation of commitments. The GRWDB must approve or ratify all such settlements. The GRWDB's approval of such settlements will be final for all purposes of this clause.
- b) Assign to the GRWDB in the manner, at the time, and to the extent directed by the GRWDB all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated. At its direction, the GRWDB will have the right to settle or pay any or all claims arising out of the termination of such order and subcontracts.

Termination for Default



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If the Contractor fails to perform under this contract or fails to make satisfactory progress so as to endanger performance, the GRWDB will advise the Contractor in writing, and the Contractor has ten (10) days from receipt of such notice to correct the condition. If the deficiency is not satisfactorily remedied, the Contractor may be determined to be in default, and the contract may be terminated by the GRWDB through written notice. In the event of such termination, the Contractor will be paid to the date of termination of such work as has been properly performed hereunder in accordance with the payment provisions. Should it finally be determined that the Contractor has, in fact, performed properly, then the termination will be treated as a termination for convenience.

Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by agreement, will be decided by the GRWDB, who will reduce the decision to writing and mail or otherwise furnish a copy of it to the Contractor. The decision of the GRWDB will be final and conclusive unless, within thirty (30) calendar days from date of receipt of such decision, the Contractor mails or otherwise furnishes to the GRWDB a written appeal addressed to the GRWDB. The decision of the GRWDB, or its duly authorized representative for the determination of such appeals, will be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of the contract and in accordance with the GRWDB's decision.

The "Disputes" clause does not preclude consideration of legal questions in connection with decisions provided for in paragraph "a" above, provided that nothing in this contract will be construed as making final the decision of any administrative official, representative, or GRWDB on a question of law.

Contract Modifications

Modifications to this contract can be effected only through the following methods:

- a) The GRWDB, when necessary, will modify the contract;
- b) By use of the "Changes" clause; or
- c) For administrative reasons (such actions have no effect on performance required or terms of the contract).

The Contractor may recommend revisions to the GRWDB. When the Contractor desires to recommend revisions to the GRWDB, the recommendation will be submitted in writing with complete budget adjustment to GRWDB staff. The Contractor will submit the applicable revised budget page(s) with the recommendation. No modification to the contract may be implemented until finalized, unless specific written permission is granted by the GRWDB staff.

Probationary Terms

The GRWDB, during the monthly, quarterly, or annual review of performance and outcomes of the Contractor, has the right to place the Contractor on probationary status at any time, including but are not limited to, the right to implement additional performance metrics for the duration of the probationary period. If any time during the probationary period the GRWDB determines, in its sole and absolute discretion, that the Contractor is not performing up to Contract standards, the GRWDB along with agreement from the CLEO, may terminate the Contract. At least thirty (30) days-notice will be provided to the Contractor of the termination and initiation of procurement. The Contractor has sixty (60) calendar days after the effective date of termination to bill for payment.

Financial Limitation

The GRWDB will have no liability for any costs incurred above the ceiling limit of the Proposal and Award Sheet for this contract. Any costs incurred by the Contractor above that limit during the performance period, of the Proposal and Award Sheet, will be at the sole risk of the Contractor. This in no way restricts the right to increase the ceiling by mutual consent of both parties; provided such an increase was accomplished prior to any incurred cost exceeding the existing ceiling. Any increase in the contract budget will require approval from the GRWDB.

Eligibility Certification



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The Contractor agrees that all participants in this contract must be certified eligible as set forth in the Request for Proposal and applicable federal, state, and/or local rules regulations, policies, or law. Eligibility certification will be performed, documented, and maintained by the Contractor with periodic review by the GRWDB, as it deems appropriate in the circumstances, or as otherwise permitted or contemplated in the contract document and applicable regulations and policies. The Contractor agrees to take those actions necessary to address in a reasonably prompt fashion any eligibility issues that may arise during the term of the contract.

Nondiscrimination

- a) This contract is subject to the rules and regulations contained in Title VI and Title VII of the Civil rights Act of 1964 (42 U.S.C. 2000 et seq.), as amended by the Equal Opportunity Act of 1972 (42 U.S.C. 2000e), the Age Discrimination in Employment Act (29 U.S.C. 620 et seq.), the Age Discrimination Act (42 U.S.C. 6101 et seq.), the Rehabilitation Act (29 U.S.C. 794 et seq.), and the Education Amendments of 1972, Title IX-Sex. In undertaking to carry out its obligation under said Acts and Regulation(s), the Contractor specifically agrees that all work/training for which it receives federal financial assistance through this contract will be carried out in such a manner that no person involved in the work/training will be discriminated against in ways set forth in the Acts and Regulation(s) referred to above because of race, color, religion, sex, age, national origin, handicap, political affiliations, or beliefs. Contractor will make available to all participants under this contract information regarding his/her obligations under this section in such form and at such times as the GRWDB may specify.
- b) Participants under this program will be subject to the same rules and regulations and will receive no less than those benefits/services of other employees similarly employed or trainees of the Contractor.
- c) Contractor will also comply with the requirements of the Virginia Fair Employment Act.

Grievances or Complaints

All grievances or complaints by participants, if not satisfied through informal discussion with appropriate supervisors, will be filed in accordance with Contractor's established grievance procedures and reported to the GRWDB in a timely manner. All action taken in response to the complaint must be done in consultation with the GRWDB. Appeals to decision rendered will be processed in accordance with the procedures provided by the GRWDB.

Availability of Funds

It is understood and agreed between the Contractor and the GRWDB that the GRWDB will be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

Accountability for Funds

The Contractor agrees to receive, administer, disburse, and account for the said funds and such property as may be acquired therewith or otherwise be placed under its control in accordance with all applicable local, state, and federal requirements. By receipt of said funds, the Contractor will be accountable for improper expenditure of said funds. Any required repayment will not be by or from federal funds.

Cost Liability

Neither the Governor, the Commonwealth of Virginia, the Virginia Community College System nor the GRWDB assumes liability by virtue of this contract for any costs incurred above the amount provided pursuant to this contract for costs incurred by the Contractor that are determined to be unallowable. Any such costs will be at the sole risk of the Contractor. The foregoing provisions of this paragraph are not intended to preclude and will not be deemed to preclude the Contractor from asserting any defense that may be asserted hereafter. The Contractor is responsible to ensure that all known outstanding financial obligations under this contract, except for wages and salaries incurred, have been paid within 30 days after the contract ending date. Upon expiration of this 30-day period, the GRWDB no longer has any liability for such costs, and they become the sole financial responsibility of the Contractor. Furthermore, any contract funds in the possession of the Contractor for these obligations revert to the control of the GRWDB and must be returned immediately, unless specifically directed otherwise in writing by the GRWDB. In the event unusual circumstances indicate the Contractor may have difficulty satisfying such obligations within the specified time allotted, he must notify the GRWDB in writing within 15 days after the contract ending date. Such notification will in no way be construed as relieving the Contractor of stated responsibility and liability nor as any acceptance of liability on the part of the GRWDB after expiration of said 30-day period.



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Allowable Costs

- a) Funds granted under the Workforce Innovation and Opportunity Act may be expended only for purposes specified in this contract.
- b) The program activities against which program costs will be allocated, controlled, and reported are as directed in applicable regulations.

Payments

- a) Payments for contract services will be cost reimbursement only.
- b) No payment will be due the Contractor for work performed prior to the effective date nor beyond the termination date of the contract. Advance payment status will be requested and is subject to approval by GRWDB staff.

Withholding of Payment

Payment of final invoice may be withheld until the Contractor has completed required actions to close out the contract.

Property Accountability

- a) All consumable property acquired through cost reimbursement contracts, unless specifically exempted, will revert to the GRWDB upon the termination of this contract. The GRWDB may, however, assign such property to the Contractor for use under another or a subsequent contract.
- b) The Contractor assumes responsibility for inventory control, maintenance, physical security, and return to GRWDB of non-consumable property provided or made available to Contractor for administration of this contract.
- c) Contractor must obtain approval from GRWDB prior to purchasing or getting any commitment to purchase or acquire any non-consumable property using contract funds. (Approval of budget figures for purchasing and/or renting non-consumable property does not constitute approval for purchase or rental.)
- d) Intangible Property:
 - i. Inventions and Patents -- The Contractor will report promptly and fully to the GRWDB any program which produces patentable items, patent rights, processes or inventions in the course of work under the WIOA contract. Unless the Contractor and the GRWDB previously agreed on the disposition, the GRWDB will determine whether protection of the invention or discovery will be sought. The GRWDB will also determine how the invention or discovery rights, including rights under any patent issued thereon, will be allocated and administered.
 - ii. Copyrights -- Unless otherwise provided in the terms and conditions of the contract, the Contractor may copyright material or permit others to do so for copyrightable material developed under a contract. If any material developed under a WIOA contract is copyrighted, the Department of Labor will have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, and otherwise use, and authorize others to use, the work for federal purposes.

Loss or Theft of Federal Property

All equipment or other non-consumable property purchased through cost reimbursement contracts is GRWDB property. In any instance of loss or theft of such property, the Contractor will take the following minimum actions:

- a) Report the loss or theft to local police and request a copy of the police report; and
- b) Report the loss or theft in writing to the GRWDB with a copy of the report to the Contractor's file. Include in the report at least the following:
 - i. A description of the missing article of property including the cost, serial number, WIOA tag numbers, and other such pertinent information;
 - ii. A description of the circumstances surrounding the loss or theft; and
 - iii. A copy of the police report or, should the police not make such information available, a description of the report made to the police, including the date and name of the police officer who declined to make the police report available.



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Reporting Requirements in General

Contractor will prepare and submit reports to GRWDB as set forth in the Request for Proposal, required by applicable rules, regulations, policies, laws and/or otherwise required by a Governmental Agency. Contractor will prepare and submit monthly costs reports to GRWDB and shall prepare and submit additional or supplemental reports to GRWDB as may be reasonably requested by GRWDB. Contractor shall promptly submit any information requested or required hereunder by the due date specified or, if no such time is specified, within a reasonable period of time in light of the circumstances.

Retention of Records

Contractor will be responsible for maintaining all financial records, statistical records, property records, applicant and participant records, supporting documentation, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years from the date of the final payment of this contract, or until all audits are complete and findings on all claims have finally been resolved, whichever is longer. Records for equipment shall be maintained beyond the prescribed period if necessary to ensure that they are retained for three (3) years after final disposition of the property. The Contractor will cooperate with GRWDB to facilitate the duplication and/or transfer of any said records or documents during the required retention period. If the Contractor is unable to retain the records for the required period, the Contractor will notify GRWDB in writing and request instructions. Contractor shall not dispose of any records without the prior written consent of GRWDB.

Confidentiality of Records

The Contractor will refer all requests for records by members of the public to the GRWDB. GRWDB staff may require the Contractor to release the names of all participants in programs under this contract and the names of all individuals employed in staff positions and/or make available to the public other information regarding applicants, participants, or their families, which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source.

The Contractor will not otherwise divulge such information without permission of the applicant or participant except that information which is necessary for purposes related to the performance or evaluation of the contract may be divulged to parties having responsibilities under the contract for monitoring or evaluating the services and performances of the contract, to the GRWDB (or duly-authorized representative) or to governmental authorities to the extent necessary for proper administration of the law.

Any breach of confidentiality regardless of extent must be reported to the GRWDB chair or executive director within 24 hours of the occurrence.

Any requests for documents under the Freedom of Information Act or other legal or jurisdictional requirement should be forwarded to the GRWDB. The GRWDB is solely responsible for providing the information to the interested party.

Court Actions

The Contractor agrees to give the GRWDB immediate notice in writing of any action or suits filed and prompt notice of any claims made against the Contractor, sub-Contractor, or any of the parties involved in the implementation and administration of the WIOA program.

Right of Access

The Virginia Community College System, the U.S. Secretary of Labor, the Comptroller General of the United States, the GRWDB, or any of their representatives will have access to work and training sites and to any books, documents, papers, and records (including, fiscal data, program information and computer records) of the Contractor which are directly pertinent to this contract, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to the Contractor's personnel for the purpose of interviews and discussions related to such documents. The right of access is not limited to the required retention period (five years) but will last as long as the records are retained.



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Inspections, Monitoring and Audits by the GRWDB

All Contractor operations incident to performance under this contract will be subject to inspection by the GRWDB (or duly-authorized representative) to the extent reasonable and practicable at all times and places during the contract period. Instances of Contractor non-compliance with requirements of this contract will be properly corrected. Failure to respond to inspection or monitoring reports or failure to address required actions detailed in reports is cause to withhold payments until issues are resolved. Failure to correct these discrepancies promptly is cause for termination of this contract for fault, as provided under "Termination for Default." The inspections by the GRWDB (or duly-authorized representative) do not relieve the Contractor from any responsibility for failure to meet contract requirements, which may be discovered at a later date.

GRWDB has established and adheres to an appropriate system for the award and monitoring of grants and contracts with sub-grantees and Contractors that contains acceptable standards for ensuring accountability. Local monitoring will test compliance with the appropriate requirements for grants and agreements applicable for each type of entity receiving the funds. Once accepted, the Contractor is responsible for all WIOA case files and their contents.

Monitoring requirements include but are not limited to:

- a) Compliance with WIOA, federal regulations (including Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), state policies and procedures. This includes appropriate reviews of procurement, performance, and resolution of audit findings including those of sub-recipients in addition to other areas for review (Section 667.410(a) (1) and (2)).
- b) Expenditures: On-site reviews of financial records and the source documents, i.e., invoices, receipts, vouchers, cancelled checks, time sheets, etc.
- c) Eligibility: On-site reviews of programmatic records, i.e., participant files including paper and computer case management files, eligibility, supportive services documentation.
- d) For compliance with WIOA eligibility requirements of services and support payments being received, ensure verification of attendance and satisfactory progress for participants who are enrolled in training. Program operators should verify training status with schools.

Monitoring also includes, but is not limited to:

- a) Reviewing reports submitted by sub-recipients including MIS, financial and performance data.
- b) Reviews with the sub-recipients of any exceptions, issues, or lack of internal controls found.
- c) Mutually agreed upon written plans for corrective action (if appropriate).
- d) Formal written reports of results of the reviews. Any findings or questioned costs should be addressed in the finding and determination resolution process.

The Contractor must make records available for audit or review on demand by the GRWDB, the Virginia Community College System WIOA Division and the U.S. Department of Labor or any other appropriate entity. Audits will seek to ensure the operator complies with laws, regulations, and provisions of contracts or grant agreements

Liability Clause

The GRWDB has no liability with respect to bodily injury, illness, or any other damages or loss to person or property, or claims in respect to any such injury, illness, damages, or losses whether concerning persons or property in the Contractor's organization or third parties. The Contractor will obtain a public liability insurance policy in accordance with Virginia State law. Premiums chargeable for the insurance will be paid by the Contractor.

Assurances

The Contractor assures that he/she:

- a) Will fully comply with the Workforce Innovation and Opportunity Act Grant, all federal regulations issued pursuant to the Grant, and all state and GRWDB policies and requirements.
- b) Certifies that it will comply with Sections 8301 through 8303 of Title 41 of the United States Code (commonly known as the "Buy American Act") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).
- c) Will establish and use internal program management procedures sufficient to prevent fraud and program abuse.



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- d) Will maintain auditable and otherwise adequate records, which support the expenditure of all funds under its contract.
- e) Will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.) as it requires removing all architectural barriers to the handicapped.
- f) Will comply with the child labor requirements of the Fair Labor Standards Act or the Child Labor Laws of Virginia, whichever is more restrictive.
- g) Will comply with the provisions of the Hatch Act, which limits the political activity of certain state and local government employees.
- h) Will, for contracts in excess of \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.C. 1857-8(c)(1)] or the Federal Water Pollution Control Act [33 U.S.C. 1319(c)] and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, assure that:
 - i. No facility to be utilized in the performance of the contract has been listed on the EPA List of Violating Facilities.
 - ii. The Contractor will notify the GRWDB of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
 - iii. The Contractor will include substantially this assurance, including this third part, in every non-exempt subcontract.
- i) Will comply with the Executive Order 11246 (Equal Employment Opportunities), the Copeland "Anti-Kick-Back" Act, and the Davis-Bacon Act, whenever the Act's provisions apply to the contract.
- j) Will comply with all applicable provisions of the Americans with Disabilities Act.

Title to Property Acquired or Materials Developed

Title to all property furnished by the GRWDB will remain with the GRWDB unless or until such title is specifically relinquished in writing by the GRWDB. Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost or materials developed will pass to and vest in the GRWDB upon delivery of such property by the vendor or materials by the Contractor. Property and materials developed, the cost of which is reimbursable to the Contractor under this contract, will pass to and vest in the GRWDB upon:

- a) Commencement of processing or use of such property and/or materials developed in the performance of the contract, or
- b) Reimbursement of the cost thereof by the GRWDB in whole or in part, whichever first occurs. Title to Property will not be affected by the incorporation or attachment thereof to any property and/or materials not owned by the GRWDB or any part thereof which becomes a fixture or loses its identity or personality by reason of affixation to any realty.

Ownership of Materials

The Virginia Community College System, the U.S. DOL, and the GRWDB will have unlimited rights to any data, materials, reports, studies, photographs, negatives, films, videos, or other documents first produced or delivered under this contract.

Order of Precedence

In the event there are inconsistencies or conflicts in the contract, unless otherwise provided therein, the inconsistencies will be resolved by giving precedence in the following order: The Workforce Innovation and Opportunity Act, State Procurement Regulations, the regulations as approved by the Secretary of Labor, and the General Provisions.

Federal Rules and Regulations

This contract is under State Procurement Regulations and the Contractor agrees to abide by these and all present or future rules and regulations imposed upon the WIOA.



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Contingency Clause

The Contractor agrees to comply with all present or future federal and/or state rules and regulations imposed upon the GRWDB. The Contractor further agrees that, as a result of any changes in the Workforce Innovation and Opportunity Act Grant, passage of replacement legislation, or other legislation causing a change to current legislation which affects this contract programmatically and/or monetarily, compliance on the Contractor's part is assured. The Contractor agrees to a mutual consent modification being issued to implement changes, if such changes are considered within the scope of original intent of this contract. If such changes are not within said scope, termination of this contract by act of law will be considered to have occurred, and settlement will be under General Terms and Conditions "Termination for Convenience." Furthermore, since all funding for this contract is contingent on the availability of federal funds by authorization and appropriation for activities contained in the contract, the GRWDB reserves the right to unilaterally amend or terminate the contract should the necessary funding authorizations and appropriations not be made or be changed after initially being enacted.

Internal Organization

The Contractor agrees that it will not, by act of commission or omission, do or fail to do any act that would hinder, frustrate or delay the performance of this contract or any act or duty required hereby.

Whistleblower Protection

This grant, the Contractor, and all employees working on this grant are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712. The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in Section 3.908 of the Federal Acquisition Regulation (48 CFR 3.908; note that for the purpose of this term and condition, use of the term "contract", "contractor", "subcontract", or "subcontractor" in section 3.908 should be read as "grant", "grantee", "subgrant", or "subgrantee"). The Contractor shall insert the substance of this clause in all subgrants and contracts over the simplified acquisition threshold.

Subletting and Assignment

The Contractor will not assign this contract or any part therein, unless otherwise provided or without the written consent of the GRWDB, but in no case will such consent relieve the Contractor from the obligation under or change the terms of the contract. The Contractor will not transfer or assign any contract funds or claims due or to become due without the written approval of the GRWDB having been obtained. The transfer or assignment of any contract funds, either in whole or in part, or any interest therein, which will be due or become due to the Contractor, will cause the annulment of said transfer or assignment so far as the GRWDB is concerned.

Standard of Conduct

The Contractor hereby agrees that in administering this contract, they will comply with the standards of conduct, hereinafter specified, for maintaining the integrity of the project and avoiding any conflict of interest in their administration.

- a) General Assurance - Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This contract will be administered in an impartial manner, free from personal, financial, or political gain. The Contractor, its executive staff and employees, in administering this contract, will avoid situations, which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.
- b) Conducting Business Involving Relatives - No relatives by blood, adoption, or marriage for any executive or employee of the Contractor will receive favorable treatment for enrollment into services provided by, or employment with, the Contractor. The Contractor will also avoid entering into any agreements for services with a relative by blood, adoption, or marriage. When it is in the public interest for the Contractor to conduct business (only for the purpose of services to be provided) with a relative, the Contractor will obtain approval from the GRWDB before entering into an agreement. All correspondence will be kept on file and available for monitoring and audit reviews.
- c) Conducting Business Involving Close Personal Friends and Associates - Executives and employees of the Contractor will be particularly aware of the varying degrees of influence that can be exerted by personal



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friends and associates and, in administering the contract, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, a permanent record of the transaction will be retained.

- d) Avoidance of Conflict of Economic Interest - An executive, officer, agent, representative, or employee of the Contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the Contractor Supplies, materials, equipment, or services purchased with contract funds will be used solely for purposes allowed under the grant.

Bonding

A blanket fidelity bond must be secured for all officers, directors, agents, and employees of the Contractor/sub-Contractor with authority over and accessibility to WIOA funds. Coverage will be in the sum of \$100,000. Once contracts are awarded, the face value of the bond must be at least the total of all contracts awarded or \$100,000, whichever is less.

Coverage

All entities/organizations funded, either partially or wholly, using WIOA funds will be required to obtain, have in force and produce documentation of coverage necessary to cover any disallowed cost that may result from their activities under the WIOA. All entities must meet this requirement as a condition of receiving a contract with the GRWDB and subsequent funding.

Performance

The GRWDB may monitor and evaluate the Contractor's performance under the contract through analysis of required reports, expenditure statements, site visits, interviews with or surveys of relevant agencies/organizations and individuals having knowledge of the Contractor's services or operations, audit reports and other mechanisms deemed appropriate by GRWDB. Performance under this contract may be a consideration in future contracts and negotiations.

Audit

The Contractor will have an independent audit performed annually. The Contractor will ensure that the auditor, immediately and in writing, notifies the GRWDB of possible acts of fraud discovered during the performance of the audit. The Contractor will ensure the auditor issues the GRWDB a copy of the audit report upon its completion. The GRWDB, Virginia Community College System, and the Virginia Auditor of Public Accounts will determine the acceptability of the audit reports. The GRWDB will provide the Virginia Community College System with written documentation of the disposition of all questioned costs and administrative finds in the audit. The disposition must detail actions taken and include appropriate supporting documentation. A determination of allow ability of questioned costs will not be deemed final until accepted by the U.S. DOL Grant Officer.

Modification

No waiver or modification of the terms of the contract, including, without limitation, this provision, will be valid unless in writing and duly executed by the parties to be bound thereby

Public Announcements

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing or promoting projects or programs funded in whole or in part with federal money, the Contractor and any sub-Contractors receiving funds pursuant to this contract will clearly identify:

- a) The percentage of the total costs of the program or project that will be financed with federal money.
- b) The dollar amount of federal funds for the project or program, and
- c) The percentage and dollar amount of the total cost of the project or program that will be financed by non-federal sources.
- d) GRWDB as the source of such funding



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Disallowed Costs

The GRWDB will give the Virginia Community College System timely notification of the possibility of disallowed costs incurred by its Contractors. In appropriate cases, the Virginia Community College System will petition the U.S. Department of Labor for guidance. In the event that repayment is required, the GRWDB will use prompt and efficient debt collection procedures to obtain cash repayment of disallowed costs. The GRWDB will not forego debt collection procedures without the express written approval of the Virginia Community College System. Any required repayment will not be by or from federal funds.

Forms and Program Documents

All official forms used in the provision of WIOA services will be approved by the GRWDB.

Marketing and Program Materials

All marketing, advertising or other type of promotion of programs funded under this contract must, at a minimum, carry the Virginia Career Works logo. This provision applies to print, electronic or other information dissemination methods regardless if conducted solely by the awardee or in coordination or partnership with other entities or funding streams. Information must clearly identify the GRWDB the Commonwealth of Virginia and/or the United States Department of Labor as the source of funding when appropriate. All such information and/or materials must adhere to graphic standards issued by the GRWDB and receive approval by GRWDB staff prior to dissemination.

Force Majeure

The performance of this Contract may be delayed and/or suspended by any act of God, war, civil disorder, terrorist acts, employment strike, hazardous or harmful condition, any alleged criminal or reckless acts, or other cause beyond the control of either party (Force Majeure Event). Neither Party shall be held liable for any default, damages and/or breach of Contract should the performance of this Contract be delayed and/or suspended due to any Force Majeure Event. In the event performance of this Contract is delayed and/or suspended due to Force Majeure Event, performance may only resume upon the mutual assent of the parties that the Force Majeure Event has subsided, and all parties are safe to resume performance of their respective duties under the Contract. Should the performance of the Contract be suspended or delayed as the result of a Force Majeure Event, the parties hereby agree that this Contract may be extended by the amount of time the performance is suspended or delayed.

Severability

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of this Contract so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

Construction of Contract

Neither party will be deemed to have drafted this Contract. This Contract has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Contract shall be construed or resolved in favor of or against GRWDB or the Contractor on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Contract are provided for convenience only and are not intended to have effect in the construction or interpretation of this Contract. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

Holdover

In the event that the GRWDB desires to continue the services provided for in this Contract and a replacement contract has not been either completed by GRWDB, provided to Contractor, or fully-executed by both parties prior to the expiration date of this Contract, this Contract may be extended unilaterally by the GRWDB for a period of two (2) months upon written notice to the Contractor under the same terms and conditions of this Contract, and any



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amendments entered into during its term, including but not limited to Scope of Work, service delivery, and any new budget authorized under any informal or formal Letter of Intent to Contract. However, this extension shall terminate immediately when the replacement contract is fully-executed by both parties.

Defense and Indemnification

Contractor hereby agrees, to the fullest extent allowed by law, to defend, indemnify, reimburse and hold harmless GRWDB, its officers, directors, agents, employees or other legally recognized representatives ("GRWDB Indemnities") from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to this Contract or the Services rendered by Contractor ("Claims"), unless Claims have been specifically determined by the trier of fact to be the result of any intentional or negligent act or omission of GRWDB Indemnities. This indemnity shall be interpreted in the broadest possible manner to indemnify GRWDB Indemnities for any acts or omissions of Contractor, its officers, directors, agents, employees, sub-Contractors, or other legally recognized representatives.

Contractor's duty to defend and indemnify GRWDB Indemnities, will arise at the time written notice of the Claim is first provided to GRWDB Indemnities regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify GRWDB Indemnities will arise even if an individual GRWDB Indemnities is the only party sued by Claimant or Claimant alleges that GRWDB Indemnities' negligence or willful misconduct was the sole cause of Claimant's damages.

Contractor will defend any and all Claims which may be brought or threatened against GRWDB Indemnities and will pay on behalf of GRWDB Indemnities any expenses incurred by reason of such Claims including, without limitation, court costs and attorney's fees incurred in defending and investing such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of GRWDB Indemnities will be in addition to any other legal remedies available to GRWDB Indemnities and will not be considered GRWDB Indemnities exclusive remedy. However, should the trier of fact determine specifically that the Claims are the result in whole or in part by any intentional or negligent act or omission of GRWDB Indemnities, GRWDB shall reimburse Contractor for all expenses paid up to and including the date of the trier of facts determination, and at that point Contractor's obligation to indemnify shall end.

Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this Defense and Indemnification provision. Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the protection of GRWDB Indemnities.

This Defense and Indemnification obligation shall survive the expiration or termination of this Agreement.

Nothing in this Defense and Indemnification shall in any way be interpreted as a waiver or limit in any way GRWDB Indemnities' governmental immunities, as applicable and allowable under the law.

Notices

Any notice requested, demanded, required or permitted hereunder by either party to the other shall be effected either by personal delivery in writing or by U.S. mail, courier service, or telecopier with applicable verification of date and time initiated, and delivered to the last registered address of either party and such notice will be deemed to be legally effective irrespective of any change in location of Contractor. Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of three (3) days after mailing or verified receipt whichever is earlier.



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Definition of WIOA Administrative Costs

§667.20 What Workforce Innovation and Opportunity Act Title I functions, and activities constitute the costs of administration subject to the administrative cost limit?

- a) The cost of administration are that allocable portion of necessary and reasonable allowable costs of State and local workforce investment boards, direct recipients, including State grant recipients under subtitle B of Title I and recipients of awards under subtitle D of Title I, as well as local grant recipients, local grant sub-recipients, local fiscal agents and Workforce operators that are associated with those specific functions identified in paragraph (b) of this section and which are not related to the direct provision of workforce investment services including services to participants and employers. These costs can be both personnel and non-personnel and both direct and indirect.
- b) The cost of administration are the costs associated with performing the following functions:
 - i. Perform Performing the following overall general administrative functions and coordination of those functions under WIOA Title I:
 1. Accounting, budgeting, financial and cash management functions;
 2. Procurement and purchasing functions;
 3. Personnel management functions;
 4. Payroll functions
 5. Coordinating the resolution of finding arising from audits, reviews, investigations and incident reports;
 6. Audit functions;
 7. General legal services functions; and
 8. Developing systems and procedures, including information systems, required for these administrative functions;
 - ii. Performing oversight and monitoring responsibilities related to WIOA administrative functions;
 - iii. Costs of goods and services required for administrative functions of the program, including goods and services such as rental or purchase of equipment, utilities, office supplies, postage, and rental and maintenance of office space;
 - iv. Travel costs incurred for official business in carrying out administrative activities or the overall management of the WIOA system; and
 - v. Costs of information systems related to administrative functions (for example, personnel, procurement, purchasing, property management, accounting and payroll systems) including the purchase, system development and operating costs of such systems.
- c) Awards to sub-recipients or vendors that are solely for the performance of administrative functions are classified as administrative costs.
- d) Personnel and related non-personnel costs of staff that perform both administrative functions specified in paragraph (b) of this section and programmatic services or activities must be allocated as administrative or program costs to the benefiting costs objectives/categories based on documented distributions of actual time worked or other equitable cost allocation methods.
- e) Specific costs charged to an overhead or indirect cost pool that can be identified directly as a program cost are to be charged as a program cost. Documentation of such charges must be maintained.
- f) Except as provided at paragraph (c)(1), all costs incurred for functions and activities of sub recipients and vendors are program costs.
- g) Costs of the following information systems including the purchase, systems development and operating (e.g. data entry) costs are charged to the program category:
 - i. Tracking or monitoring of participant and performance information;
 - ii. Employment statistics information, including job listing information, job skills information, and demand occupation information;
 - iii. Performance and program cost information on eligible providers of training services, youth activities, and appropriate education activities;
 - iv. Local area performance information; and
 - v. Information relating to supportive services and unemployment insurance claims for program participants;



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- vi. Continuous improvement activities are charged to administration or program category based on the purpose or nature of the activity to be improved. Documentation of such charges must be maintained.



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Attachment B - Certifications

Compliance with Nondiscrimination and Equal Opportunity Laws and Regulations

initials DR

In regards to Contracts, Grants, Loans, and Cooperative Agreements The undersigned certifies, to the best of his or her knowledge and belief, that as a condition to the award of financial assistance under WIOA from the Department of Labor, the grant applicant assures, with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA-funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act of 1998, Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

This certification is a material representation of fact upon which reliance was placed when this agreement was made or entered into. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the nondiscrimination and equal opportunity laws and regulations, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the nondiscrimination and equal opportunity laws and regulations.

Debarment, Suspension, Ineligibility, & Voluntary Exclusion Lower Tier Covered Transactions

initials DR

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

- a) By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
- c) The prospective recipient of Federal assistance funds will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d) The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e) The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
- f) The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause title "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
- h) Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a



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participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant will attach an explanation to this proposal.

Certification Regarding Drug-Free Workplace

initials DR 

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 41 U.S.C. 8103et seq., and 2 CFR part 182.

In addition, this certification is a material representation of fact upon which reliance is placed when the agency determines to award the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

- a) The prospective grantee certifies that it will provide a drug-free workplace by:
 - i. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - ii. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - i. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - ii. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement, and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - i. Notifying the agency within ten days after receiving notice under subparagraph (d)(2), with respect to any employee or otherwise receiving actual notice of such conviction;
 - ii. Taking one of the following actions within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted.
 - a. Taking appropriate personnel action against such an employee up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
 - i. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

Certification Regarding Indemnification

initials DR 

It is understood by the agency and signatory for the receiving agent that, hereafter, they will accept responsibility for the funds and their program. It is understood that each receiving agency is responsible for adhering to the rules/regulations promulgated by the Workforce Innovation and Opportunity Act, U.S. Department of Labor, Virginia



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Community College System, and Greater Roanoke Workforce Development Board in the performance of their contract.

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

Disclosure of Lobbying

This disclosure form will be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g. the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "sub-awardee," then enter the full name, address, city, state, and zip code of the prime Federal Recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g. ARFP-DE-90-001(a).
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check the appropriate box (boxes). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check the appropriate box (boxes). Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity,



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not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

16. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
17. The certifying official will sign and date the form, print his/her name, title and telephone number.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned will require that the language of this certification be included in the award documents for all* sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all* sub-recipients will certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Agency	<u>ProjectNow LLC</u>
Authorized Representative	<u>David Remick</u>
Title	<u>President</u>
Signature	<u><i>David Remick</i></u>
	Date <u>Jul 6, 2023</u>









PY23 WIOA One-Stop Operator Contract (1)

Final Audit Report

2023-07-07

Created:	2023-07-06
By:	Leah Gibson (leah@greaterroanokeworks.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsplnhKXj7QB90d35hdeHquF-eoantUP

"PY23 WIOA One-Stop Operator Contract (1)" History

-  Document created by Leah Gibson (leah@greaterroanokeworks.com)
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