

# **Mississippi Valley Workforce Area**

## **Workforce Innovation and Opportunity Act (WIOA)**

### **Title I Youth and Young Adult Services Request for Proposal**

#### **Release Date**

This RFP was released on July 16th, 2020

#### **Proposal Submission Details**

Due to COVID19 electronic submissions will be accepted in lieu of hard copies. Please submit ONE electronic (clearly marked) proposal and attachments in both Microsoft Word and PDF format. Optional: mail hard copy to the address below.

Email: [Region16workforceboard@gmail.com](mailto:Region16workforceboard@gmail.com)

Mail to: Mississippi Valley Workforce Area

Attention: Miranda Swafford

550 S Gear Avenue, Suite 35

West Burlington, IA 52655

#### **Due Date**

Monday, August 24th, 2020 by 4:00 PM Central Time

#### **Contract Period**

September 17, 2020 to June 30, 2021

Possible extension for up to three (3) years

*Auxiliary aids and services are available upon request for individuals with disabilities.*

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**Resource Materials**

Resource materials relating to Workforce Innovation Opportunity Act Title I-B programs which may aid in preparing Request for Proposals (RFP) are available on the internet at the following sites:

Workforce Innovation Opportunity Act is available at: <http://www.doleta.gov/wioa>

Iowa Workforce Development Policies are available at: <https://epolicy.iwd.iowa.gov/Policy/Home>

All WIOA funded services, as well as those provided with other funding sources as applicable, must be delivered in accordance with the rules and regulations set forth by the funder, guidance from US Department of Labor, the State of Iowa and policies set forth by the LWDB.

## ***REQUEST FOR PROPOSALS TIMELINE***

July 16, 2020	Solicitation for Proposals Released – Available at <a href="https://www.iowawdb.gov/region-16-rfp">https://www.iowawdb.gov/region-16-rfp</a> and <a href="https://www.iowawdb.gov/region-9-rfp">https://www.iowawdb.gov/region-9-rfp</a>
July 16 – August 3, 2020	Question Period. Written questions regarding RFP scope, content, or need for clarification accepted. Email questions to <a href="mailto:region16workforceboard@gmail.com">region16workforceboard@gmail.com</a>
August 6, 2020	Answers to all questions received regarding the RFP will be posted on the Board website at <a href="https://www.iowawdb.gov/region-16-rfp">https://www.iowawdb.gov/region-16-rfp</a>
August 24, 2020	Proposals due by 4:00 p.m. CST, incomplete or late proposals will not be accepted.
August 26, 2020	Organizations will have 15 minutes to discuss their proposal/ organization, 5 minutes to review the contract, and 10 minutes to respond to questions from the RFP committee.
August 27-28, 2020	The RFP committee will score each proposal using the evaluation criteria as outlined in this RFP.
August 28, 2020	Review Committee will vote on a recommended awardee(s) to be reviewed and forwarded on to the full LWDB.
August 31, 2020	The LWDB will select awardee(S) during their regularly scheduled meeting.
September 1, 2020	Notice of Intent to Award letter emailed to all respondents, and posted on the board website.
September 1 –September 9, 2020	Contract preparation with finalists
September 10, 2020	Contracts executed and signed.
September 17, 2020 - June 30, 2021	Period of performance, with a possible extension of up to three years.

All times shown are Central Standard Time (CST). The LWDB reserves the right to adjust the schedule when it is in the best interest of the Board or to extend any published deadline in this RFP. The Proposal and all required attachments must be received by the LWDB by the dates and times shown above. The prospective proposer is solely responsible for assuring that anything sent to LWDB arrives on time.

## **PART 1- BACKGROUND AND GENERAL INFORMATION**

### **A. Introduction**

The Local Workforce Development Board (LWDB) is responsible for the strategy, administration, and oversight of a variety of workforce development programs in the eight (8) county area of the Mississippi Valley Workforce Area (Henry, Des Moines, Lee, Louisa, Scott, Jackson, Clinton and Muscatine). In the Mississippi Valley Workforce Area there are two comprehensive One Stop Centers one located in Burlington, and the other in Davenport, Iowa, with multiple affiliate sites.

As a newly formed Local Area approved by Iowa Workforce Development, we aim to improve the overall workforce system for all eight (8) counties. The LWDB will continually seek to improve the workforce and the quality of life for our communities and to be the leader for workforce development services in our Local Area.

### **Mission**

Our mission is to support and enhance the economic vitality of the Mississippi Valley Workforce Area by creating a nimble, responsive workforce delivery system that serves the needs of jobseekers and employers.

### **Goals**

1. Mississippi Valley Workforce Area will represent a continuum of the most advanced, skilled, diverse and Future Ready workers in the nation.
2. Our youth will be afforded the best educational and career opportunities in the nation.
3. The LWDB and workforce system partners will improve the structure, accessibility and administration of workforce delivery systems throughout the Local Area.

The LWDB is transforming its role from a programmatic approach to one that is focused on seamless delivery of services across the entire workforce system. In other words, the LWDB does not view its role as simply or even primarily overseeing WIOA or workforce center operations, but rather in building, assessing, and maintaining a holistic system that is responsive to the needs of both employers and job seekers.

The LWDB issues this Request for Proposal (RFP) to solicit for competitive, innovative youth workforce development program proposals for the operation of The Workforce Innovation and Opportunity Act (WIOA) Title I Youth and Young Adult services in the counties within the Local Area.

Through this solicitation, the LWDB seeks to gather together a variety of organizations with the skills, background, and community connections to provide successful youth career development services.

The Board is interested in receiving responses from any organization that is qualified and interested in providing WIOA Youth Services. Based on responses received to the RFP, the LWDB will determine the number, type, and funding amount of contract(s) to be awarded for the upcoming performance period.

### **B. Background**

The Department of Labor estimates that nearly 6 million 16 – 24-year-olds in this country are not employed or not in school, which amounts to approximately one in seven youth and young adults. These disconnected youth and young adults are twice as likely to live in poverty, three times as likely to not have a high school diploma or its equivalent and three times as likely to have a disability.

WIOA provides greater emphasis on serving disconnected youth and young adults. Programs and services under WIOA focus more on out-of-school youth and include increased work-based learning opportunities. An

overarching priority has been set for the entire workforce system to meet the demands of businesses by providing youth and young adults with the necessary educational, work readiness, occupational, and other skills training and services for in-demand occupations.

The vision for youth services established by WIOA challenges local Boards to make available a variety of services that address youth needs in a comprehensive manner. WIOA substantially reformed youth programming and places emphasis on serving youth within a year-round comprehensive workforce development system that is outcome based and is built on services around a set of fourteen required program elements that comprise our local area's year-round youth services strategy. These elements, as listed in WIOA, Section 129c(e), are noted below.

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. Paid and unpaid work experiences that have academic and occupational education as a component of the work experience, which may include the following types of work experiences:
  - a. Summer employment opportunities and other employment opportunities available throughout the school year;
  - b. Pre-apprenticeship programs;
  - c. Internships and job shadowing; and.
  - d. On-the-job training opportunities;
4. Occupational skill training, which includes priority consideration for training programs that lead to recognized postsecondary credentials that align with in-demand industry sectors or occupations in the local area involved, if the LWDB determines that the programs meet the quality criteria described in WIOA sec. 123;
5. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
6. Leadership development opportunities, including community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors;
7. Supportive services, including the services listed in § 681.570;
8. Adult mentoring for a duration of at least 12 months, that may occur both during and after program participation;
9. Follow-up services for not less than 12 months after the completion of participation, as provided in § 681.580;
10. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth;
11. Financial literacy education;
12. Entrepreneurial skills training;
13. 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; and
14. Activities that help youth prepare for and transition to postsecondary education and training.

LWDB's are required by WIOA to make each of the fourteen (14) program elements available to youth in their

local area.

Additional information can be found at the Department of Labor Employment and Training Administration, Training and Employment Guidance Letters (TEGLs)

[https://wdr.doleta.gov/directives/All\\_WIOA\\_Related\\_Advisories.cfm](https://wdr.doleta.gov/directives/All_WIOA_Related_Advisories.cfm)

Important to note: these elements need not be provided by the bidder themselves, nor must they be supported directly by WIOA funds. Elements may be provided through partnerships with other agencies and may be funded by other resources. However, successful bidders will be responsible for coordinating comprehensive services with the One-Stop Centers, and documenting connections to all services in the Individual Service Strategy (ISS) developed for each youth.

### **C. Local Service Provider Expectations**

Two categories of priorities and expectations have been identified by the LWDB that should be taken into consideration as applicants develop their proposal plan.

1. Priorities for Youth Services in the Mississippi Valley Workforce Area include:
  - Preparation of WIOA eligible youth in the Local Area for successful attainment of a high school diploma/high school equivalency, acceptance into a post-secondary education/training program and/or placement into a job providing career advancement opportunities paying a sustainable livable wage resulting in the attainment of annual performance outcomes by the contracted provider.
  - Coordination with existing programs to avoid unnecessary duplication and improve coordination in the delivery of employment and training-related services to the Local Area's youth.
  - Ensuring that each youth in the program receives the training in work readiness and life skills to become successful both personally and professionally.
  
2. Operating under the Workforce Innovation and Opportunity Act (WIOA), the LWDB continues to update strategies for the delivery of youth services in our local area. The basic mission includes a comprehensive youth service program which:
  - Focuses on a young person's assets;
  - Communicates high expectations;
  - Provides opportunities for leadership;
  - Expands a young person's understanding of the expectations of the workplace through hands-on experience;
  - Encourages a sense of personal identity;
  - Broadens a young person's perspective;
  - Provides them with safe surroundings; and
  - Connects them with caring adults.

### **D. Type of Contract**

Selected bidders will enter into a cost reimbursement contract. A Cost Reimbursement Contract is one that establishes an estimate of total costs for the purpose of obligating funds and a ceiling that the service provider may not exceed. A line item budget shall be based on all legitimate costs to be incurred by the service provider in carrying out the services. Contractors will be reimbursed for all expenditures on a regular basis after submittal of itemized invoices and when requested source documentation to the fiscal agent. Contractor will work closely with the fiscal agent, and the LWDB Executive Director on the payment process.

Contractors will be required to submit to the LWDB an annual budget for each contract year. The LWDB will provide the contractor with budget parameters (including required timelines) based on preliminary/final allocation awards on an annual basis. LWDB will conduct at minimum quarterly budget monitoring through its fiscal agent, but such monitoring does not relieve the contractor from performing its own internal monitoring.

The funding period for contracts awarded under this solicitation will be from September 17th, 2020 through June 30, 2021, provided performance remains acceptable during that period. Any contract awarded from this RFP will include an option to renew for up to three (3) additional year periods, contingent upon successful performance and availability of funds.

This Request for Proposal is a competitive solicitation method being used by the Mississippi Valley Workforce Area to maximize the likelihood of selecting high performing, competent provider(s) of workforce development to our youth. Notice of this RFP will be distributed to organizations on the LWDB Bidder's List and will be published on the website, under the "Request for Proposals" tab. The Request for Proposal will be available for download from the website.

### **E. Funding Availability**

Proposers should be advised that the LWDB will retain funds out of this allocation for other system-wide expenses. Additionally, contractors' administrative fees will be negotiated with the LWDB during the contract process, and will also be included in this proposed funding level. At this time, the LWDB has set aside up to the following annual amount for contracts to be awarded under this RFP:

WIOA Youth Program: up to \$673,786

All contracts are subject to the availability of funds to LWDB. This RFP does not commit the LWDB to fund any proposals submitted before execution of a contract. LWDB reserves the right to accept or reject any or all proposals received or to negotiate terms of the proposal with a qualified proposer. The Board also reserves the right to request additional information, documentation, or oral discussion in support of written proposals. No contracts will be awarded as a result of this RFP without approval of the LWDB. Further, LWDB reserves the right to withdraw from negotiations at any time before a contract is executed. Funding availability and subsequent contract amounts are subject to change for subsequent program years. If funds awarded for a contract year are not fully expended by a contractor by the end of a contract year (June 30), unexpended funds may revert back to the LWDB for disposition and may or may not be available for subsequent, if any, contract year expenditures. Annual WIOA allocations have a two-year time period in which they may be expended. Because there are often delays at the federal level in releasing these annual allocations, LWDB budgets each year for a certain amount of carryover dollars in order to fund basic operations until annual allocations are released. We expect any successful bidder to likewise budget sufficient carryover funds in order to provide for basic operations for at least one full quarter.

Since the LWDB and CEOs may select one or more applicants to deliver services under these programs, no minimum budget is guaranteed for such operations. Applicants should submit proposals under the assumption that the entire program budget will be available for this purpose. However, the Board may select more than one potential Service Provider as a result of the RFP, and subsequently enter negotiations with those entities to establish a final budget or budget share for such operations. Subsequent to that action, a contractual agreement will be finalized with the selected provider(s). The LWDB Service Provider contract is provided in Appendix C and bidders should be willing to accept this contract upon receiving a notice to award.

Service providers must accept liability for all aspects of any services conducted under contract with the LWDB. Service providers will be liable for any disallowed costs or illegal expenditures of funds or program operations conducted.

Reductions in the funding level of any contract resulting from this solicitation process may be considered during the contract period when a service provider fails to meet expenditure, participant, and/or outcome goals specified in the contract or when anticipated funding is not forthcoming from the federal or state governments.

## **F. Eligible Contractors**

The LWDB is soliciting proposals from qualified organizations to direct U.S. Department of Labor (USDOL) WIOA Title I Funds and other categories of funding that may become available toward career and training services for adults and dislocated workers, as defined by the Workforce Innovation & Opportunity Act (WIOA). Organizations eligible to submit proposals for this RFP include-

- private for-profit businesses
- private not-for-profit organizations (including faith and community-based organizations)
- governmental entities (including the public-school system, community colleges, local government and other public sector organizations)
- a collaboration of these organizations

Any not-for-profit entity **MUST** have been incorporated for at least two (2) years (as evidenced by a letter from the governing body certifying proof of incorporation) and be designated as a 501(c)(3) tax-exempt organization by the Internal Revenue Service.

Any for-profit entity must have been incorporated at least two (2) years.

## **G. Right to Cancel**

The LWDB is not responsible for any costs incurred by the respondent in the preparation of responses to this RFP. The LWDB reserves the right to delay, amend, reissue, or cancel, all or any part of this RFP at any time without prior notice. LWDB also reserves the right to modify the RFP process and timeline as deemed necessary. Subject to guidance being issued by US Department of Labor and/or Iowa Workforce Development and the issuance of final regulations this RFP and/or any subsequent sub-awards will be modified to ensure compliance.

## **H. Cost and Price Analysis**

All proposals will be evaluated on the basis of obtaining the most cost-effective price possible while achieving the highest quality service delivery. A cost price analysis will be conducted on the proposed costs during the proposal review process. Agencies are encouraged to submit their best offer for providing the services solicited and to thoroughly describe and justify the costs. The cost and price analysis shall be conducted to ensure that the proposed costs are necessary, fair, and reasonable; to determine if the proposed costs are allowable and allocable; to determine if there is a duplication of costs with other programs; to ensure that the costs are directly associated with carrying out only the proposed services; and to ensure that the proposed costs will benefit the program.

## **I. Questions/Restrictions on Communication**

Any questions regarding this RFP should be addressed only to the Issuing Officer. All questions must be

submitted via email no later than 4:00 p.m., on August 3rd, 2020 to Miranda Swafford. Questions will be responded to in writing and posted on the website. This website can be accessed at: [www.iowawdb.gov](http://www.iowawdb.gov). Staff supporting the daily operations of the Centers are not able to assist or answer questions related to this RFP. Only the responses on the website are considered clarifications to the instructions contained in this RFP. In the event that responses modify any of the terms, conditions, or provisions of this RFP, documentation will be given via a subsequent amendment to the RFP. Respondents are responsible for checking the website frequently to remain informed about the procurement process and other information that may affect this RFP, e.g. WIOA information, changes to performance measures, and revisions to the timeline.

It is the policy of the LWDB to prohibit ex-parte communication with any LWDB member, LWDB staff, consultants, or other persons serving as an evaluator during the procurement process. Respondents that directly contact Board members or evaluators risk elimination of their proposals from further consideration.

Any communication by telephone, email, letter, face-to-face conversation, or other off-the-record contact is strictly prohibited. Any discovered ex-parte communication will be provided to the Chair of the LWDB and Chief Lead Elected Official for review and appropriate action. Bidders who improperly influence the proposal review and evaluation process in any way will be subject to disqualification.

#### **J. Transition and Serving Youth Enrolled in WIOA Activities**

In the event that WIOA Funds are awarded to new contractors in any or all of the counties in the Mississippi Valley Workforce Area, beginning September 17<sup>th</sup> 2020, it is expected that new contractor staff will arrange for the following meetings (at minimum) in order to better serve Youth who are continuing on in WIOA: a meeting with previous contractor staff to discuss cases and an orientation meeting/ open house for WIOA to introduce staff, explain any changes in the delivery of services, and address questions and concerns. Meetings described above are expected to occur immediately following award notification.

#### **K. Subcontracts**

If a bidder anticipates using subcontractors to provide any service proposed, the proposal must clearly identify those subcontractors, their specific responsibilities, and the planned budget. The service provider shall not subcontract all services and activities required by this RFP. Copies of the sub-agreements negotiated with a subcontractor must be approved by the LWDB prior to signature on the contract and execution of services. Subcontractors, prior to LWDB approval, must meet all licensing requirements and provide all required documents, certifications and insurance as required by the lead Contractor/Bidder, and shall agree to comply with the Standard General Provisions and all Federal, State regulations and all State and WDB policies and procedures. Any failure by the Subcontractor to meet all licensing requirements or to provide all required documents, certifications or insurance by the Contract date shall be considered a violation of the RFP and the Contract shall not be awarded until such violation is cured after ten (10) days written notice, or then at the option of the LWDB, the Contract may be awarded to the next ranked Proposer recommended for funding, if any.

## **PART 2- SCOPE OF WORK AND YOUTH PROGRAM OPERATIONS**

#### **A. WIOA Youth Eligibility Requirements**

In order to provide services under the youth funding stream, an individual must meet the eligibility

requirements listed below:

The selected bidder may use youth funds to provide services for out-of-school youth and young adults between the ages of 16-24 and in-school youth between the ages of 14-21 that meet the federal WIOA eligibility criteria. Suitability factors should also be considered when making a determination for enrollment.

Funding allocations will be distributed with the goal of seventy-five percent (75%) of youth funding to be expended serving out-of-school youth across the Local Area; therefore, proposal's responses should be designed with a focus of meeting the needs of out-of-school youth.

*Note:* The definition and eligibility guidelines have changed under WIOA. Changes to the out-of-school youth definition removes the low-income requirement for several categories (making them very similar to those of adults). Most often, the target population of 16-24-year old out-of-school individuals define themselves as "young adults."

Out-of-school youth means an individual who is not attending any school and is between the ages of 16 and 24 and exhibit one or more of the following characteristics:

- School dropout
- A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter.
- A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is (a) basic skill deficient; or (b) English language learner
- An individual who is subject to the juvenile or adult justice system
- A homeless individual, a homeless child or youth, a runaway, in foster care or has aged out of the foster care system, a child who is likely to remain in foster care until 18 years of age, or in an out-of-home placement.
- 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 to secure or hold employment

For youth who require additional assistance to complete an educational program or to secure and hold employment, additional assistance may be defined to include:

- Migrant Youth
- Incarcerated Parent
- Behavior Problems at School
- Family Literacy Problems
- Domestic Violence
- Substance Abuse
- Chronic Health Conditions
- One or more grade levels below appropriate for age
- Cultural barriers that may be a hindrance to employment
- American Indian, Alaska Native or Native Hawaiian
- Refugee
- Locally defined "additional assistance"

Section 129(a)(2) For the purpose of this subsection, the term "low-income", used with respect to an individual,

also includes a youth living in a high-poverty area.

In-School youth means an individual who is attending school (as defined by state law); not younger than age 14 or (unless an individual with a disability who is attending school under State law) older than 21; who is low income and one or more of the following:

- Basic skills deficient
- An English Learner
- A homeless individual, a homeless child or youth, a runaway, in foster care or has aged out of the foster care system, a child who is likely to remain in foster care until 18 years of age, or in an out-of-home placement.
- Pregnant or parenting
- An offender
- A youth who is an individual with a disability
- An individual who requires additional assistance to complete an educational program or to secure or hold employment.

For youth who require additional assistance to complete an educational program or to secure and hold employment, additional assistance may be defined to include:

- Migrant Youth
- Incarcerated Parent
- Behavior Problems at School
- Family Literacy Problems
- Domestic Violence
- Substance Abuse
- Chronic Health Conditions
- One or more grade levels below appropriate for age
- Cultural barriers that may be a hindrance to employment
- American Indian, Alaska Native or Native Hawaiian
- Refugee
- Locally defined “additional assistance”

### **WIOA Expanded Experiential Learning/Work-Based Learning Focus**

WIOA section 129 (c)(4) prioritizes Experiential Learning/ Work-Based Learning Activities with the requirement that local areas must spend a minimum 20 percent of non-administrative local area funds on Experiential/ Work-Based Learning. Under WIOA, paid and unpaid work experiences that have as a component academic and occupational education may include the four following categories:

- Work Experience
- Pre-Apprenticeship programs;
- Internships and job shadowing; and
- On-the-Job training opportunities.

LWDB encourages the successful service provider(s) of this proposal to coordinate Experiential Learning activities with career pathways.

Experiential/Work-Based Learning is a critical WIOA youth element. The selected bidder must track funds spent on Experiential/Work-Based learning activities.

Proposers should be cognizant of pending workforce system changes under WIOA legislation. Several recently published documents are guiding employment and training system changes and can be located at [www.doleta.gov/wioa](http://www.doleta.gov/wioa)

## **B. Design and Delivery of Services**

It is the goal of WIOA youth services to provide activities to enable young adults to be work-ready and prepared for their future. Provided services will help young adults' access opportunities for work-based learning, complete industry recognized credentials, and enter employment in in-demand occupations. Youth services should be designed in a manner that integrates young adults into the One-Stop Centers in order to receive the full range of services. Integration with other program staff such as the adult program for referrals and with business services for work-based learning or experiential learning opportunities and connections with employers will be necessary to meet expectations.

With increased emphasis to engaging older, out-of-school youth and young adults, it is likely this population will be visiting the One-Stop Centers seeking career services. Appropriately trained staff and customer engagement of the centers will be important in identifying which customers may be most appropriate for receiving youth-funded services/elements.

WIOA requires the fourteen (14) elements outlined in the Background section of this proposal to support the success of youth. While every youth may not need every element, providers are required to either provide or connect youth to organizations that meet their identified needs. Proposals must identify an initial plan of how these will be addressed.

*Note: Youth services should follow the same list of in-demand occupational training areas that apply to adult/dislocated worker services. If an individual is co-enrolled in WIOA Youth and WIOA Adult or Dislocated worker, the occupational training provider must be an approved provider listed on the Eligible Training Provider (ETPL) list at (<https://www.iowaworks.gov/vosnet/drills/program/ApprovedPrograms.aspx>) All customers interested in receiving WIOA scholarship assistance must apply for a Pell Grant, and if awarded, be applied to the cost of training.*

Applicants' proposals should reflect "an age continuum of services" and age-appropriate activities based on the expectation that youth may be enrolled in WIOA services for the time period determined to successfully complete their service strategy. Planned services and activities should be designed to meet the needs of in- and out-of-school youth. The intensity and methods of delivering WIOA services should be flexible to respond to the individual needs of youth as they age and develop. A variety of workforce development activities should be available to help youth identify personal and vocational interests and begin to clarify long-term employment goals. Negotiating the transition from school to the workforce requires more than the acquisition of skills specific to an occupation. It is also necessary for youth to master the developmental tasks associated with cognitive, emotional, and social maturity that are critical to long-term employment success.

Many young adults that are disconnected from education and employment may demonstrate a need for supportive services in order to successfully begin, carry out, or complete their service strategy. Service providers should collaborate with partner agencies on meeting these needs prior to use of WIOA funds. Common types of supportive services include childcare, transportation, and emergency assistance.

Proposals should demonstrate linkages with the public schools, alternative schools, and various training providers to extend and enhance learning opportunities as part of a year-round strategy to improve academic achievement and build connections between work and learning. Respondents are expected to build and

strengthen partnerships with community organizations in order to effectively recruit, engage, and sustain in- and out-of-school youth in successful completion of WIOA activities.

Service providers are also expected to assist in workforce system building activities with education and partners. Activities should include, but are not limited to, partnerships with schools to provide workforce information and resources, assisting with career hiring events, hosting workshops, and support of the One-Stop Centers system. Proposals should incorporate activities that demonstrate the provider’s ability to successfully engage and contribute to the development of workforce services throughout the Local Area.

**Remediation Requirements**

All WIOA enrolled participants who are dropouts and/or identified as basic skills deficient must receive some type of basic skills training (either WIOA funded or otherwise) which is integrated with institutional/occupational skills training and taught in a functionally applied context related to the occupation in which training is occurring.

**Primary Indicators of Performance**

Under WIOA, there are six primary indicators of performance. Contractors will be required to demonstrate how their programs are able to help all enrolled youth and young adults achieve the outcomes measured by WIOA. The below outcome measures and definitions should inform program designs. As the Mississippi Valley Workforce Area is a newly formed Local Area targets and percentages for each measure will be negotiated with the state at a later date, and incorporated into the service provider contract as an amendment.

WIOA Youth Performance Measures

Indicator of Performance	Definition
Youth Education or Employment Rate- 2 <sup>nd</sup> Quarter After Exit	The percentage of participants who are in education or training activities, or in unsubsidized employment, during the second quarter after exit from the program.
Youth Education or Employment Rate – 4 <sup>th</sup> Quarter After Exit	The percentage of participants in education or training activities, or in unsubsidized employment, during the fourth quarter after exit.
Median Earnings- 2 <sup>nd</sup> Quarter After Exit	The median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program.
Credential Attainment	The percentage of those participants enrolled in an education or training program (excluding those in on-the-job training (OJT) and customized training) who attain a recognized postsecondary credential or a secondary school diploma, or its recognized equivalent, during participation in or within one year after exit from the program. A participant who has attained a secondary school diploma or its recognized equivalent is included in the percentage of participants who have attained a secondary school diploma or its recognized equivalent only if the participant also is employed or is enrolled in an education or training program leading to a recognized postsecondary credential within one year after exit from the program.
Measurable Skill Gains (MSG)	The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational, or other forms of progress, towards such a credential or employment.

Effectiveness in Serving Employers	<p>The measures chosen to determine effectiveness in serving Iowa’s employers are Employer Penetration Rate and Repeat Business Customer Rate. Employer Penetration Rate addresses the program’s efforts to provide quality engagement and services to all employers and sectors within the local economy.</p> <p>Repeat Business Customer Rate addresses the program’s efforts to provide quality engagement and services to employers and sectors and establish productive relationships with employers and sectors over extended periods of time.</p>
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In the event the selected bidder’s performance of the services described in this RFP does not result in the goals defined above, the LWDB or designated representatives will work with the selected bidder to improve performance; however, especially in cases of chronic underperformance, the LWDB may implement corrective measures or terminate any agreement resulting from this RFP upon notice to the selected bidder.

**Individual Service Strategy/ Individual Employment Plan**

WIOA service providers will be required to complete an Individual Service Strategy (ISS) for each eligible participant.

The ISS is intended to provide in-depth information about a youth, both historical and present circumstances, in order to create a plan of action agreed upon by both the young person and service provider. The ISS should be flexible and responsive to the changing needs of the youth as they move through WIOA. Each ISS will outline the appropriate mix of services, indicate the rationale for decision-making, and include appropriate achievement objectives and expected timeframes.

The ISS is to be developed in partnership with each youth. Each youth’s ISS will identify short and long-term goals that include career pathways, education and employment goals, involvement in WIOA youth program elements, support services and incentives. The ISS will set clear and realistic goals for educational advancement, entry into employment in a targeted industry, and continued learning and development, while taking into consideration the youth’s assessment results.

A periodic review of the ISS will be made to evaluate the progress of each youth in meeting the objectives of the service strategy. Progress in acquiring soft skills, basic skills and occupational skills as appropriate, and the adequacy of the supportive services provided, will also be included in the periodic review. The ISS will be used as an instrument for the LWDB to document the appropriateness of the decisions made concerning the combination of services for the participant, including referrals to other programs for specified activities.

Youth shall be contacted-at least monthly for the purpose of evaluating progress in achieving soft skills, educational, basic and occupation skills goal competencies and for reviewing the need for supportive services.

Because WIOA resources are generally insufficient to provide the full range of training or support services identified as needed in the ISS, every reasonable effort must be made to arrange basic and occupational skills training as well as supportive services through other community resources for participants.

**Referral**

If a participant is determined through objective assessment and the ISS to be better served by a program other than WIOA, the participant will be referred to the appropriate program and the referral will be documented in the ISS. If there is a continuing relationship with an individual, referral to another program for specific services will be part of the participant’s program participation and will be documented in the ISS. WIOA service

providers are responsible for providing information regarding appropriate services and making necessary arrangements for individuals to be referred for those services. The service provider will track all referrals to non-WIOA services for eligible applicants, participants and enrollees.

If a customer is determined ineligible for WIOA youth services the customer shall be referred to other agencies, partners or organizations.

### **C. Career Pathways**

Under WIOA, the LWDB in coordination with service providers and partners will continue to lead efforts in the area to develop and implement career pathways by aligning the employment, training, education and supportive services that are needed by youth to gain employment. Initiatives will be developed to identify employment needs of employers within identified sectors and occupations. Efforts will include enhancing communication, coordination, and collaboration among employers, educational partners, economic development entities, and service providers to develop and implement strategies for meeting the employment and skill needs of workers and employers. To ensure that the focus is on career development and achievement for all enrolled youth and young adults, work-based opportunities must be considered in one of the key industry target sectors for the Local Area when possible.

WIOA Sec. 3 (7) describes Career Pathway – The term “career pathway” means a combination of rigorous and high-quality education, training, and other services that

- Aligns with skill needs of industries in the economy of the state or regional economy involved;
- Prepares an individual to be successful in any of a full range of secondary or postsecondary education options, including apprenticeships registered under the act of August 16, 1937;
- Includes counseling to support an individual in achieving the individual’s education and career goals;
- Includes, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
- Organizes education, training, and other services to meet the particular needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable;
- Enables an individual to attain a secondary school diploma or its recognized equivalent, and at least one recognized postsecondary credential; and
- Helps an individual enter or advance within a specific occupation or occupational cluster.

### **D. Linkages and Outreach**

The selected applicant is expected to address how recruitment ensures that target populations are served. The Applicant shall demonstrate linkages with human service agencies including, but not limited to the following: Public Schools, Housing Authorities, Department of Human Services, Veteran’s Services, Health Department, Community Colleges, Community Based Organizations, Vocational Rehabilitation, Services for the Blind, Title V programs, and Department of Corrections. Linkages are established through WIOA orientation/training sessions provided by the service provider and written coordination agreements/ memorandums of understanding.

### **E. Coordination between WIOA Youth Services & Integrated One-Stop Delivery System**

WIOA requires that WIOA-funded Youth Services be connected to the local One-Stop system in the following ways: coordination and provision of youth activities; access for eligible youth to the array of information and services required under the law; and linkages to the job market and employers. When the WIOA youth program(s) in the Local Area are located outside of the One-Stops, linkages to One-Stop

Center services must be accessible and present. WIOA Youth programs may co-enroll participants to ensure that youth participants have continued access to all core programs and services available through the one-stop delivery system and other partner agencies and supports. Referrals across programs are necessary to ensure appropriate services are offered by qualified professionals.

## **F. Outreach, Public Relations, and Branding**

Services offered through The One-Stop System partnership (and funded by WIOA) shall be promoted under “IowaWORKS” brand and the “federal identifier”, partner in the American Job Centers Network. In keeping with our vision of offering integrated services to both jobseekers and employers, promotional and outreach materials (including printed brochures, media releases, flyers, brochures, advertising, social media sites) must only include IowaWORKS branding and the American Job Center identification. All outdoor signage, including billboards and other advertising mediums must use the green/black IowaWORKS logo and must be approved by IWD’s Communications Office in advance. Any taglines used with the logo must be approved by IWD.

## **G. Further Requirements of Service Providers**

### **IowaWORKS Standard Operating Guide**

All Title I and Title III IowaWORKS partners will work together as a collaborative team to provide meaningful services to all customers by following the provisions of the IowaWORKS Standard Operating Guide, including the integrated delivery model outlined within. This includes, but not limited to, scheduled time to assist customers on Welcoming and Exploratory, facilitating workshops, assisting with employer events, hiring sessions, business services outreach, job fairs and other projects or events.

### **Office Hours Requirement**

All Title I and Title III IowaWORKS partners will follow the same work schedule and holiday schedule as the State of Iowa. This includes the severe weather policy, Continuity of Operations Guide and in-service training days on Columbus and President’s Day, to ensure services are delivered consistently during hours of operation of the IowaWORKS centers. (Offices are closed on the following holidays: New Year’s Day, Dr. Martin Luther King Jr.’s Birthday, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving, the Friday after Thanksgiving, and Christmas Day). While selected service providers may be the employee of record of a specific entity, the provider is contracted to provide employment and training services through the local area workforce development system and within the IowaWORKS centers in the local area. As such, providers are required to be present during business hours.

### **Dress Code**

All Title I and Title III IowaWORKS partners will follow the business causal dress code in the Iowa Workforce Development Work Rules handbook for field operations, to include IowaWORKS name badges.

### **Co-Location**

Youth services are required to be co-located within the Comprehensive one-stops (IowaWORKS centers)

### **Email Address**

All Title I and Title III service providers will utilize a provided @iwd.iowa.gov email address

### **Case Management System**

All Title I and Title III IowaWORKS partners will utilize the IowaWORKS.gov case management system for all service delivery, tracking, referrals and business engagement activities of the local area.

## **Part 3-. ADMINISTRATIVE REQUIREMENTS**

### **A. Data Management and Reporting**

Selected bidders must regularly track and monitor data related to participation and outcomes, using observations and evaluation to ensure continuous program improvement. Such efforts must be supported by strong internal systems and applications. The selected bidder is required to provide the LWDB with timely reports and supporting documentation, on a monthly basis, that clearly demonstrate program enrollment, participation, progress, outputs, and outcomes. The LWDB or staff of the LWDB, along with IWD, will work with the selected bidder to understand reporting requirements and program exiting procedures, and to determine the appropriate template for reporting outcomes and performance. Reporting frequency and content are subject to change at the discretion of the LWDB and such may be impacted by changes required from IWD or the US Department of Labor.

### **B. IowaWORKS Data Management System**

The selected bidder will be required to utilize the IowaWORKS data management system as the information system of record for all participant and employer communication, service provision, and other program activity and must ensure that all data is entered accurately and in a timely manner, adhering to all applicable data rules, regulations, and entry time requirements. Staff must be fully competent in utilizing IowaWORKS data management system, including querying and producing reports from the system regarding the LWDA.

The LWDB will utilize data from the IowaWORKS data management system, as well as data collected from other sources, to determine program compliance and evaluate performance of the selected bidder. The selected bidder will adhere to the IowaWORKS data management system Process Guide and the IowaWORKS data management system Standard Operating Procedure Guide for guidance on proper documentation for WIOA Title I and other IowaWORKS data management system participation. In addition, the selected bidder will follow established protocols for uniformed and detailed case notes to ensure clear and consistent tracking and documentation of progress throughout the program. The selected bidder will participate in quality and compliance activities, as well as regular meetings and review of performance reports and other written reports when requested.

The selected bidder will identify staff members whose work requires access to IowaWORKS and submit applications for IowaWORKS access per local protocols. Appropriate staff members to receive IowaWORKS access include career planners (case managers) and other staff members who have regular contact with participants or whose work requires monitoring and oversight of participant data maintained in IowaWORKS. IowaWORKS account credentials and login information may not be shared between staff members or other individuals. The selected bidder must submit notification if any staff member with IowaWORKS access is terminated, voluntarily or involuntarily, within 24 hours of termination. Failure to do so may result in revocation of IowaWORKS access for the selected bidder and contract termination.

### **C. Records and Documentation**

The selected bidder must retain, secure and ensure the accuracy of all program files and records, whether related to job seekers, businesses or general operations, in compliance WIOA requirements, related federal and state regulations, and the LWDB's record retention requirements. Case files are the property of the LWDB and must contain a variety of documentation.

Files must be retained for five years after the LWDB reports final expenditures to the funding source. The selected bidder must allow the LWDB, its designated Fiscal Agent, and representatives of other regulatory authorities' access to all WIOA records, program materials, staff, and participants.

The selected bidder is responsible for maintaining and securing participant case files at all times, as well as ensuring privacy and protection of all personal information collected from participants per applicable laws, regulations and state policies. Confidentiality of participant information must be maintained and all case files must be properly stored in a secured space with limited staff access. Each staff member who has contact with participants or participant information must receive training on confidentiality requirements.

The selected bidder acknowledges that the use or disclosure of participant information for purposes other than the effective delivery of the services described in this RFP is strictly prohibited. Staff of the selected bidder may have access to this information only on a "need to know" basis. The selected bidder 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.

#### **D. Oversight**

The LWDA is responsible for all levels of program monitoring, compliance and evaluation for WIOA activities. The selected bidder will be required to keep good records and collect data that will help the LWDA comply with such requirements and sustain highly effective workforce development programming.

LWDA Responsibilities: monitor, evaluate and provide guidance and direction to the selected bidder in the conduct of services performed under any agreement resulting from this RFP. LWDA has the responsibility to determine whether the selected bidder has spent funds in accordance with applicable laws and regulations, including federal audit requirements and will monitor the activities of the selected bidder to ensure such requirements are met. LWDA may require the selected bidder to take corrective action if deficiencies are found.

#### **E. Contractor Responsibilities**

The selected bidder will permit the LWDA to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, and funding source guidelines, and the selected bidder agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of any agreement resulting from this RFP.

The selected bidder shall cooperate fully with any reviews or audits of the activities under any agreement resulting from this RFP by authorized representatives of the LWDA or federal or state agencies and the selected bidder agrees to ensure to the extent possible the cooperation of its agents, employees and board members in any such reviews and audits. This provision shall survive the expiration or termination of any agreement resulting

from this RFP.

The selected bidder understands that all books and records pertaining to any agreement resulting from this RFP, including payroll and attendance records of participating employees, are subject to inspection by the LWDA, federal or state agencies and others for auditing, monitoring or investigating activities pursuant to any agreement resulting from this RFP. Said books and records shall be maintained for a period of five (5) years beyond the completion of any agreement resulting from this RFP. If the selected bidder receives notice of any litigation or claim involving the grant award or otherwise relating to any agreement resulting from this RFP, the selected bidder shall retain records until otherwise instructed by the LWDB.

## **F. Bonding and Insurance Requirements**

Each awarded entity must obtain and submit, prior to final execution of any contract, proof of insurance coverage, including general liability, property loss, worker's compensation and bonding. The U.S. Department of Labor, the Iowa Workforce Development, and the LWDB assume no liability with respect to bodily injury, illness, or any other damages or losses, or with respect to any claims arising out of any activities undertaken as a result of the awarded contract. The awarded bidder shall ensure or otherwise protect itself concerning activities under the contract. Proof of the insurance and worker's compensation must be provided annually prior to any extensions, should the LWDB exercise renewal option(s).

Any individual who is authorized to act on behalf of the winning bidder for the purpose of receiving or depositing Agreement funds into Program accounts or issuing financial documents, checks, or other instruments of payment for Program costs must be covered by a fidelity bond. The minimum amount of the bond must be at least the lower of either one hundred thousand dollars (\$100,000) or the amount of the highest advance on reimbursement received through checks or drawdown during the term of Agreement.

### **Insurance Limits**

- Commercial General Liability - Combined Single Limit not less than \$1,000,000 per occurrence, with an annual aggregate of not less than \$2,000,000
- Worker's Compensation - Employers' Liability, \$1,000,000
- Automobile Liability coverage - Combined Single Limit of \$1,000,000

## **G. Authority to Re-Capture and Re-Distribute Funds:**

Iowa Workforce Development and/or the LWDB has the authority to re-capture and re-distribute funds based on the following criteria not being met:

- Staffing levels
- Enrollments
- Caseloads
- Spending levels

## **H. Property Management Requirements**

The applicant agrees to maintain careful accountability of all WIOA purchased non-expendable property

(property with a life expectancy of one year or more and a unit cost of \$500.00 or more) and to maintain an inventory of all properties acquired with WIOA funds. Acquisition of non-expendable property with a unit cost of \$1,500.00 or more must be approved by the LWDB, prior to the purchase. Any disposal of WIOA property must be according to applicable federal, state and local disposal procedures. Any revenues derived from the sale of property purchased with WIOA funds must be used in WIOA service delivery for the program(s) which funded the original purchase.

The WIOA contractor will be responsible for maintaining an accurate inventory of all WIOA property in their possession. A copy of the updated annual inventory shall be submitted to the LWDB upon completion. The LWDB will maintain a fixed-asset listing to be verified for physical location and serviceability at the WIOA contractor facility at least annually.

In the event property purchased with WIOA funds is stolen or destroyed by criminal act, the applicant will notify appropriate law enforcement officials immediately. The LWDB must be notified within three (3) working days of discovering the loss or damage. A copy of the police report will be maintained as documentation of loss, and a copy forwarded to the LWDB.

The applicant agrees to pay for or replace any property purchased with WIOA funds that is lost, damaged or destroyed through negligence.

The contractor shall safeguard assets and shall assure they are used solely for authorized purposes. Title to all equipment procured under a WIOA grant or other grant covered under this RFP remains with the LWDB.

## **I. Budgets and Invoices**

The amounts on the funding availability are intended to be used as guidelines for applicants and are subject to revision based upon final notification of WIOA funding availability from Iowa Workforce Development. The budget worksheet will provide a summary of the proposed cost by line item with a budget narrative to provide back-up detail of projected budgets. It is understood that customer expenses will be difficult to accurately predict at this time; however, a projection of these expenses based on plans for services to customers is requested. More detailed budgets will be developed after the applicant is selected and allocation amounts are more defined.

Proposed budgets must be within the amounts indicated and must be reasonable based on proposed staffing, service levels, and service delivery plans. The amount awarded will be determined on a competitive basis, but not necessarily based on the lowest proposed cost. Subsequent revisions and negotiations of final contract budgets may be required due to funding award decisions. Since this is a reimbursement contract, the applicant will be expected to incur all costs and report each month's expenses on itemized invoices for submission to the LWDB through a Fiscal Agent.

All payroll functions will be the responsibility of the contractor(s) in compliance with rules, regulations, and instructions issued by the U.S. Department of Labor, State of Iowa Department of Labor and the LWDB. Therefore, the contractor(s) shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Iowa and the LWDB, its officers, agents, and employees, harmless from and against, any and all loss; cost (attorney fees); and damage of any kind related to such matters.

Since the program year and fiscal year runs from July 1<sup>st</sup> through the following June 30<sup>th</sup>, final payment for each program year's WIOA expenses will occur with the June invoice that will be submitted by the applicant to the LWDB during the month of July along with end of year Financial Closeout

documents. Applicants are expected to expend at least 80% of their contracted funds by the end of each program year.

## PART 4 - INSTRUCTIONS AND GUIDELINES FOR SUBMISSION OF PROPOSALS

The Local Workforce Development Board must receive your proposal by **4:00 PM Central Standard Time on, Monday, August 24<sup>th</sup> 2020**. Any Proposals received after this deadline will be rejected and returned to applicants unopened.

### *Submit the following items:*

1. Email your entire proposal with required attachments, saved in Word and PDF to [region16workforceboard@gmail.com](mailto:region16workforceboard@gmail.com)

**Optional Mail Proposal to:** Miranda Swafford  
Local Workforce Development Board  
550 S Gear Avenue, Suite 35  
West Burlington, IA 52655  
[Region16workforceboard@gmail.com](mailto:Region16workforceboard@gmail.com)

If mailed make sure your organization's name and Workforce Innovation and Opportunity Act – Title I Youth and Young Adult Services is on the exterior of your sealed proposal package. The date and time that the LWDB received your proposal will be written on the outside of the sealed packet and recorded on the cover page of your original proposal. Use a clamp to hold the proposal. Do not staple the pages or put the proposal in a binder. Incomplete proposals and proposals received after 4:00 PM, Monday, August 24<sup>th</sup> 2020 will not be evaluated.

If you have questions regarding this Request for Proposals or any WIOA, please contact the issuing officer (Miranda Swafford, [region16workforceboard@gmail.com](mailto:region16workforceboard@gmail.com) between July 16 – August 3, 2020.

- A. This RFP does not commit the LWDB to award a grant, to pay any costs incurred in the preparation of a proposal, or to procure or contract for services or supplies prior to issuance of a written agreement. The LWDB retains the right to:
  - Accept or reject any or all proposals received. (LWDB may request that bidders participate in negotiations and rewrite their applications as agreed upon during the negotiations.)
  - Discuss a proposed program with anyone potentially involved in the program.
  - Review the bidder's administrative and fiscal procedures relating to the potential award as part of the proposal review process. Proprietary rights to all data, materials, and documentation originated and prepared for the LWDB pursuant to a sub-award shall belong exclusively to the LWDB.
- B. All proposals submitted will be subject to competitive review. Proposal funding decisions will be made by the LWDB upon recommendation of the Proposal Review Sub-Committee.
- C. The funding period for sub-awards under this solicitation will be from September 17<sup>th</sup>, 2020-June 30, 2021 provided performance remains acceptable during that period. Any contract awarded from this RFP will include an option to renew for up to three additional years.

## **PART 5 – PROPOSAL FORMAT, AND SPECIFICATIONS**

The proposal must clearly demonstrate the Bidder's ability to provide requested services. The RFP provides information on requirements that must be met to be eligible for consideration, and the Contractors responsibilities. The documents that must be included are listed below:

### **Required Documents and Page Limits**

Bidder's must include the following documents and must adhere to the following page limits:

- Application Package Cover Sheet (Attachment A)
- Table of Contents
- Executive Summary (Attachment B)- 2-page limit
- Business Description and Qualifications- 2-page limit
- Program Narrative- 25-page limit
- Budget (Attachment C)
- Budget Narrative (Attachment D)
- Assurances and Certification (Attachment E)
- Required Attachments: Organizational Chart (key staff and lines of authority) 1-page limit
- Required Attachments: Job Descriptions for staff positions that will be WIOA funded

### **Formatting Requirements**

Bidder's must adhere to the following formatting requirements:

- Font size: 12 point
- Font: Times New Roman or Arial
- Margins: At least one inch
- Line spacing: Single spaced, double space in between paragraphs

## **Application Packet, Table of Contents, and Executive Summary (5 points)**

### **Application Cover Sheet:**

Complete the information in Attachment A, include authorized signature and submittal date.

### **Table of Contents:**

Include a clear identification of the material in the proposal by section and page number

### **Executive Summary (5 points)**

Use the format provided in Attachment B. Include a brief overview of the entire proposal and an overview of the proposed scope of work.

### **Business Description and Qualifications**

- Bidder must provide an overview of lead organization including: primary location of the organization, type of organization (for-profit, not-for-profit), size of the organization, years in business, history, mission and vision, and any other relevant information that helps provide an overview of the organization.
- Bidder must provide evidence of the organization's ability to successfully perform the services described in the RFP, including descriptions of past projects completed with a similar scope of work.
- Describe the organization's knowledge, expertise, and experience working with youth facing challenges within the workforce development industry and/or nonprofit sector.
- Describe the approach for recruitment, training, staff development and support for all staff involved in the program. Include how the approach to staffing takes into account the varied needs of youth served.
- Describe the staffing plan and qualifications of staff.

### **Program Narrative**

Responses to this section must not exceed 25 pages and must include the following sections:

#### **Program Design**

##### ***Target Population, Recruitment, and Enrollment***

- Describe the demographics and characteristics of the Local Area to be served and/or the priority populations. (e.g. justice-involved, foster youth, homeless, etc.)
- Describe the potential challenges that may arise in engaging and enrolling this population.
- Describe your organization's plan to recruit eligible out-of-school youth and young adults to participate in the program including areas to be served.
- Outline the process to be used for selection of youth into the program.
- Describe how many youth and young adults you will enroll in year one and describe your plan to identify, recruit and enroll out-of-school youth into the program.
- Discuss how your outreach strategy will combine with the work of the One-Stop Centers and youth-serving agencies.
- Describe the intake process, including collection of basic information from potential clients, informing potential clients of available services in your organization and determination of client suitability for program services.
- Required Attachments: Organizational Chart (key staff and lines of authority) 1-page limit
- Required Attachments: Job Descriptions for staff positions that will be WIOA funded

#### ***Customer Experience***

- Describe the key steps and milestones youth and young adults will experience from outreach to program exit. Visuals, such as a flow chart, are strongly encouraged to show the program design.
- Describe how you will ensure, measure and continuously improve the experience of the youth and young adults in your program.

### ***Supportive Services***

- Describe barriers to successful reconnection and completion of education and/or employment that the target population faces.
- Outline the process of how assessment results will be used to determine appropriate services and identify needs.
- Describe what incentives, support services you will use to address these barriers.
- Describe how you will incorporate mental/behavioral health services, case management and other support you will provide to program participants.

### ***Performance, Administration, and Project Management***

- Describe your strategy for understanding, monitoring and measuring youth performance measures and outcomes.
- Describe retention strategies for youth that will be implemented to increase the likelihood that youth will actively participate in needed activities over time and will successfully achieve WIOA performance measures.
- Describe your process for ensuring quality, compliance and proper documentation for all youth files.
- Describe how you will ensure funds are used properly and according to the spending plan.
- Describe local procedures to track and monitor expenditure of funds for in- and out-of-school youth.
- Summarize internal evaluation and control procedures to ensure compliance with financial, regulatory and contractual requirements.
- Provide your organization's policies and procedures to identify and track the funding streams which pay costs of services provided to individuals who are participating in youth and adult programs concurrently.

### ***Access and Locations***

- Demonstrate how the proposed program will increase access and address transportation and other barriers for program participants.
- Describe how the WIOA youth program will be connected to the One-Stop System in the counties included in the Local Area.
- Describe your transition plan (if applicable)

### ***Partnerships***

- Demonstrate meaningful partnerships that support jobs, internships, and educational opportunities for youth and young adults, such as government agencies, education systems, community/ faith-based organizations and other partners that serve similar populations and can support the goals of the programs.
- Describe specific partner roles and, if applicable, how the proposed partnerships will leverage additional funding to serve program participants.
- Describe how partner organizations will be a part of the program design, including what their specific responsibilities will be in the delivery of services.
- Describe how your organization's business services/ job development efforts in the business community will align with the One-Stop Center's business service efforts.

### ***Employer Connections***

- Describe your relationship with employers in key industry clusters and the specific roles employers will play in the Local Area.
- Describe past outcomes and how you have developed internships, job shadows, occupational skills training, apprenticeships, work experience, placement in employment and /or other work-based learning outcomes with employer partners.
- Describe your approach to job placement and how the business service representative will be used to identify employment and work-based learning opportunities for program participants.

## **Program Components**

### ***Educational Services***

- Describe how you will implement tutoring, study skills training, and proven dropout recovery strategies to assist youth and young adults in the completion of secondary school resulting in the attainment of a high school diploma or its recognized equivalent.
- Describe activities that help youth and young adults prepare for and transition to training or post-secondary education.
- Describe education/training programs, which can include occupational skills training, apprenticeship program, post-secondary bridge programs and/or post-secondary education.
- Describe how proposed education/ training programs will lead to jobs with livable wages.
- Describe how your organization plans to provide services to in-school youth.

### ***Career Pathways***

- Describe your approach to assessing youth and young adults, and the instruments that will be used.
- Pathway identification: Describe the sector(s)/ industries you will focus on and why you have selected that industry/ sector focus.
- Awareness: Describe how you will help youth and young adults become aware of the career pathways in these sectors/ industries.
- Training: Describe how you will connect youth to education that leads to post-secondary degrees and/or industry-recognized certifications.

### ***Work-Experience/ Experiential Learning***

- Describe how you will provide youth with work-based learning opportunities (internships, work experience, pre-apprenticeship, job shadows, etc.).
- Describe how a minimum of 20% of WIOA funds will be spent on work experience.

### ***Work-Readiness, Financial Literacy and Entrepreneurship Training***

- Describe the proposed work readiness training program including techniques, evidence-based curriculum, competencies, assessments and standards for completion.
- Describe the financial literacy education skills training you will offer. Outline the specific activities proposed.
- Discuss how your organization will provide entrepreneurship training/ activities to youth and young-adults.

### ***Youth Development***

- Describe leadership development opportunities including community service and peer-centered activities encouraging responsibility, and other positive social and civic behaviors.
- Describe how you plan to incorporate adult mentoring for program participants.

## **Local Workforce Development Board (LWDB)**

- Describe how the organization will communicate, collaborate and partner with the LWDB.

### **Cost Effectiveness of Proposed Budget**

The board will conduct a Cost Price Analysis of the proposed budget details to determine effectiveness and allowability of costs. Bidders must complete the following Budget documents and prepare a budget in accordance with Budget Instructions (Attachment C):

- Budget Shell (e.g., personnel, non-personnel, contracts, profit)
- Budget Narrative

## Provisions

- This Request for Proposals (RFP) does not commit the LWDB to award a contract.
- The LWDB may select a firm based on its initial proposal received, without discussion of the proposal. Accordingly, each proposal should be submitted on the most favorable terms, from a price and technical standpoint. The LWDB may, however, have discussions with those firms it deems in its discretion to fall within a competitive range.
- The LWDB reserves the right to request additional information from any applicant, request oral presentations from bidders, or conduct site visits from any bidder before a contract award.
- The LWDB reserves the right to fund portions of a proposal, or to reject any and all proposals in whole or in part. Rejection of a portion of a proposal does not necessarily negate the entire proposal.
- The LWDB may, at its discretion, adjust the level of funding provided to successful bidders under this RFP and/or consider the funding of proposals not initially funded under this RFP at a later date.
- No costs will be paid to cover the expense of preparing a proposal or procuring a contract for services or supplies.
- All data, material, and documentation originated and prepared by the bidder pursuant to the contract shall belong exclusively to the LWDB and be subject to disclosure under the Freedom of Information Act or other applicable legislation.
- The contract award will not be final until the LWDB and the successful bidder have executed a mutually satisfactory contractual agreement. The LWDB reserves the right to make an award without further discussion of the proposal submitted. No activity may begin prior to final approval of the award by the LWDB and execution of a contractual agreement between the successful bidder and the LWDB and/ or the designated fiscal agent of the LWDB.
- The submission of the proposal warrants that the costs quoted for services in response to the RFP are not in excess of those that would be charged any other individual for the same services performed by the bidder.
- Bidders are advised that most documents in the possession of the LWDB are considered public records and subject to disclosure. The LWDB reserves the right to issue additional RFPs if and when it is in its best interest to do so and, may elect to negotiate and issue multi-year contracts to successful bidders under this or subsequent RFPs.
- All programs and activities are designated as equal opportunity employers/programs. Auxiliary aids and services are available upon request to individuals with disabilities.
- The LWDB reserves the right to reject any and all proposals. Notwithstanding anything to the contrary in this document or in any addendums to this document, the LWDB reserves the right to negotiate changes of any nature with any firm proposing to do the work with respect to any term, condition, or provision in this document and/or in any proposals, whether or not something is stated to be mandatory and whether or not it is said that a proposal will be rejected if certain information or documentation is not submitted with it.

## **Part 6 - Terms and Conditions**

### ***Modification to Proposal***

In the event policy, procedure, program design, law, or regulatory changes occur, bidding organizations may be requested to modify program design or the delivery of services. Should a request for a change in program design or services occur, representatives of the LWDB will be available to assist bidding organizations or service providers with the interpretation and suggestions for policy or program redesign.

### ***Signature***

The proposal shall be signed by an official authorized to bind the agency and shall contain a statement to the effect that the proposal is a firm bid until withdrawn in writing by the submitting organization. The proposal shall also provide the name, title, address, e-mail, and telephone number of the individual(s) with authority to negotiate during the period of contract negotiations.

### ***Renewal***

Based on successful performance, timeliness of start-up, compliance to local area monitoring and quality of service, the LWDB will have the option to renew an additional one-year (annual) contract for up to three years, based on review and approval of the LWDB and based on performance and funding availability. The LWDB therefore reserves the right to adjust award amounts based on the final allocation figures. The LWDB may increase or decrease funding at any time based on funding availability and on contractor performance.

### ***Fraud***

Any evidence of fraud in the proposal or in the performance of the ensuing contract will be turned over to the proper authorities for enforcement.

### ***Incorporation/Certificate of Existence***

The proposal must include a Certificate of Existence or a Letter of Incorporation signed by the Iowa Secretary of State or an equivalent from the state where the organization was established.

### ***Non-Discrimination and Terminations***

No customer will be discriminated against based on race, color, religion, sex, national origin, age, handicap, political affiliation, or belief, or citizenship. No enrollee may be terminated without prior written authorization.

### ***Presentation and Negotiations***

The LWDB reserves the right to request additional data in support of the proposal or ask the proposer to make a presentation detailing delivery of program services. The LWDB may require that successful proposers participate in negotiations and submit any budget, technical, or other revisions of the proposal prior to executing a contract.

### ***Liability Insurance***

Organizations must provide proof of general liability insurance, auto insurance, and workers compensation by the time of grant award naming the LWDB or designated fiscal agent.

***Licensing or Proof of Non-Profit Status***

Organizations must provide proof of non-profit status or an appropriate business license prior to being awarded a contract. All prospective bidders (except governmental entities) are required to have current business registration with the Iowa Secretary of State as well as obtaining any and all appropriate county and/ or municipal business certifications and/ or licenses.

***Monitoring Access***

In accordance with Section 183 and 184 of the WIOA, bidders/proposed contractors agree to cooperate with any monitoring, inspection, audit, or investigation of activities related to WIOA contracts. Iowa Workforce Development, the U.S. Department of Labor, the LWDB, or their designated representatives may conduct these activities. This cooperation includes access to the premises for the purpose of interviewing employees or participants and permitting the examination of, and/or photocopying of books, records, files, or other documents related to the contractual agreement and activities around the contract.



## ATTACHMENT B - EXECUTIVE SUMMARY

**Instructions:** Provide a concise summary highlighting each of the following areas:

- A. Highlight your organization's qualifications (capability and demonstrated performance) for delivering WIOA-funded services for youth.
- B. Summarize the overall design of your program.
- C. Discuss relationships with businesses that will be the key to providing work-related services for youth in the WIOA program
- D. Highlight the strengths of your proposed program and how it will contribute to the overall goals of serving youth and young adults who are WIOA eligible.

# ATTACHMENT C - BUDGET

## PY 2020 BUDGET WIOA Youth and Young Adult Program

**Leveraged funds:** Leveraged funding (or match) contributions on behalf of all bidders for WIOA youth services are encouraged. Many youth-serving agencies utilize multiple funding sources in their program operation. Note in the budget and budget narrative where these various resources may be brought to bear in support of WIOA-eligible youth.

Complete the Budget outlined below. If no amount is indicated in a line item, please record \$0.

The profit rate will be negotiated with the LWDB during contract negotiations. **NOTE:** Applicants **MUST** indicate whether expenses are for In-School Youth or Out-of-School Youth, or in the cases of shared line items, divide amounts accordingly.

### A. Salaries and Wages:

Provide a breakdown of your staff costs by completing the following.

Position/Title	Hourly Rate	Total Hrs. Per Week	Hrs. per Week Charged to WIOA	# Weeks Charged to WIOA	In-School	Out-of-School	Total WIOA Cost	Leveraged Funds Contribution

Total Salaries

**B. Fringe Benefits:**

Represents payments other than salaries and wages, made to staff or paid in behalf of or on their account, e.g., pensions, insurance, etc. Important – Government mandated fringe benefit components must be consistent with known or planned tax rates and the bases must be consistent with the ceilings on these. Non- tax generated benefits must be fully supported by your agency’s personnel manual.

Fringe Benefit	% Benefit is of Salaries	In-School	Out-of-School	Total WIOA Cost	Leveraged Funds Contribution
FICA					
Worker Compensation					
Health Insurance					
Retirement					
Other (Specify)					

Total Benefits \_\_\_\_\_

**C. Other Line Items:**

Do not include overhead expenses for rent, utilities, telephone, audit, maintenance, materials and supplies (non-training related), The bidder’s portion of center shared expenses will be determined and allocated.

List your proposed cost for each additional line item wherever applicable. Indicate the total cost proposed for each line item by listing it under the Total WIOA Cost column. Line items paid for by other resources, either in part or in full, should have such costs represented in the Leveraged Funds Contribution column.

Please note that the line items listed below reflect the types of costs that have historically been proposed. You are not limited to these, nor are you required to propose a cost for each one.

	Total Agency Line Item Cost	% of Line Item Charged to WIOA	In School	Out-of-School	Total WIOA Cost	Leveraged Funds Contribution
Supplies						
Travel						
Equipment						
Communications						
Insurance						
Support Services						
Professional Services						
Contractual						
Incentives						
Work-Based Learning						
Training						
Other (specify)						
Other (specify)						
Profit Rate						
Total						

Total Other Line Items \_\_\_\_\_

\* **GRAND TOTAL** \$ \_\_\_\_\_  
**(A+B+C)**

**LEVERAGED FUNDS CONTRIBUTION (%)** \$ \_\_\_\_\_ ()

## **ATTACHMENT D - BUDGET NARRATIVE**

Please complete written documentation concerning any budget line item. Include detailed descriptions of *match contributions* as well.

**A. Salaries and Wages – Address the following:**

Explain the justification for each staff position proposed. The number of hours per week and number of weeks proposed should correspond with the length of program operation. Bidders proposing several staff should complete a staff time schedule for each position proposed. Bidders proposing more than one staff position during the same time periods must explain why. Proposed wage rates must be justified (i.e. skill, experience, responsibility, seniority)

**B. Fringe Benefits – Fully explain each component of your fringe benefit package.**

**C. Other Line Items- Fully explain and justify each proposed cost in the space provided. Be sure to include the rationale for each proposed cost (i.e., historical data, units per participant, etc.). Use additional space if necessary.**

## ATTACHMENT E – ASSURANCES AND CERTIFICATIONS

The authorized representative agrees to comply with all applicable State and Federal laws and regulations governing the Workforce Innovation and Opportunity Act, Workforce Development Board, and any other applicable laws and regulations.

In addition, the authorized representative assures, certifies and understands that:

1. The proposing organization has not been debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.
2. The proposing organization and representative possess legal authority to offer the attached proposal.
3. A resolution, motion, or similar action has been duly adopted or passed as an official act of the organization's governing body authorizing the submission of this proposal.
4. A drug free workplace will be maintained in accordance with the State of Iowa requirements.
5. The proposing organization has all appropriate insurance coverage, and will produce a certificate of such, as requested.

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Print or Type Name of Authorized Representative

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Signature of Authorized Representative

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Date

## **APPENDIX A - PROPOSAL CHECKLIST**

### **PROPOSAL TECHNICAL REVIEW CHECKLIST**

#### **WIOA Title I Youth Services – PY 2020**

LWDB staff will screen the proposals to ensure that the proposals meet the technical review standards listed below. A proposal review team will then evaluate proposals meeting all these technical review standards.

#### **Technical Review Standards**

The proposal contains all the following:

- Cover Sheet/ Application Packet
- Table of Contents
- Executive Summary
- Business Description
- Program Narrative
- Budget
- Budget Narrative
- Required Attachments:
  - Organization Chart
  - Job Descriptions
  - Assurances
  - Certificate of Existence
- Proposal contains all the necessary signatures.

## APPENDIX B - EVALUATION CRITERIA

### SELECTION OF YOUTH SERVICE PROVIDERS FOR PY2020

Period: September 17th, 2020 to June 30, 2021)

The criteria, which will be used to evaluate proposals, are listed below along with their point values. A total of 315 points is possible. An application must achieve a minimum score of 170 points in order to be considered for funding. The criteria can also be used by the bidder to ensure all items in the RFP are addressed. The RFP committee will use an average score to develop a final scoring sheet

**Bidding Organization:** \_\_\_\_\_

**Committee Member Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Category	Criteria	Score
<b>Table of Contents, Executive Summary</b>		
5 points	Clear table of contents. Clear executive summary.	
<b><i>Business Description and Qualifications</i></b>		
5 points	Provides an overview of organization including: primary location of the organization, type of organization, size of the organization, years in business, history, mission and vision.	
<b>5 points</b>	Provides evidence of the organization's ability to successfully perform the services described in the RFP, including descriptions of past projects completed with a similar scope. .	
5 points	Describes the organization's knowledge, expertise, and experience working with youth facing challenges within the workforce development industry and/or nonprofit sector.	
5 points	Describes the approach for recruitment, training, staff development and support for all staff involved in the program. Include how the approach to staffing takes into account the varied needs of youth served.	
5 points	Describes the staffing plan and qualifications of staff.	
<b><i>Target Population, Recruitment, and Enrollment</i></b>		
5 points	Describes the demographics and characteristics of the Local Area to be served and/or the target population	
5 points	Describes the potential challenges that may arise in engaging and enrolling this population.	

5 points	Describes plan to recruit eligible out-of-school youth and young adults.
5 points	Outlines the process to be used for selection of youth into the program.
5 points	Describes how many youth and young adults will be enrolled in year one.
5 points	Discusses how outreach strategy will combine with the work of the One-Stop Centers and youth-serving agencies.
5 points	Describes the intake process, including collection of basic information from potential clients, informing potential clients of available services in your organization and determination of client suitability for program services.
<b><i>Customer Experience</i></b>	
5 points	Describes the key steps and milestones youth will experience from outreach to program exit. Visuals, such as a flow chart, are strongly encouraged to show the program design.
5 points	Describes how the organization will ensure, measure and continuously improve the experience of the youth.
<b><i>Supportive Services</i></b>	
5 points	Describes barriers to successful reconnection and completion of education and/or employment that the target population faces.
5 points	Outlines the process of how assessment results will be used to determine appropriate services and identify needs.
5 points	Describes what incentives, support services will be used to address these barriers.
5 points	Describes how organization will incorporate mental/behavioral health services, case management and other support they will provide to program participants.
<b><i>Performance, Administration, and Project Management</i></b>	
5 points	Describes the strategy for understanding, monitoring and measuring youth performance measures and outcomes.
5 points	Describes retention strategies for youth.
5 points	Describes the process for ensuring quality, compliance and proper documentation for all youth files.
5 points	Describes how the organization will ensure funds are used properly and according to the spending plan.
5 points	Describes local procedures to track and monitor expenditure of funds for in- and out-of-school youth.
5 points	Summarizes internal evaluation and control procedures to ensure compliance with financial, regulatory and contractual requirements.
5 points	Provides organization's policies and procedures to identify and track the funding streams which pay costs of services provided to individuals who are participating in youth and adult programs concurrently.

<b><i>Access and Locations</i></b>	
5 points	Demonstrates how the proposed program will increase access and address transportation and other barriers for program participants.
5 points	Describes how the youth program will be connected to the One-Stop System in the counties included in the Local Area.
5 points	Describes transition plan
<b><i>Partnerships</i></b>	
5 points	Describes partnerships that can support the goals of the programs.
5 points	Describes specific partner roles and, if applicable, how the proposed partnerships will leverage additional funding to serve program participants.
5 points	Describes how partner organizations will be a part of the program design, including what their specific responsibilities will be in the delivery of services.
5 points	Describes how the organization's business services/ job development efforts in the business community will align with the One-Stop Center's business service efforts.
<b><i>Employer Connections</i></b>	
5 points	Describes organization relationship with employers in key industry clusters and the specific roles employers will play in the Local Area.
5 points	Describes past outcomes and how internships, job shadows, occupational skills training, apprenticeships, work experience, placement in employment and /or other work-based learning outcomes with employer partners.
5 points	Describes approach to job placement and how the business service representative will be used to identify employment and work-based learning opportunities for program participants.
<b><i>Educational Services</i></b>	
5 points	Describes how organization will implement tutoring, study skills training, and proven dropout recovery strategies to assist youth and young adults in the completion of secondary school resulting in the attainment of a high school diploma or its recognized equivalent.
5 points	Describes activities that help youth and young adults prepare for and transition to training or post-secondary education.
5 points	Describes education/training programs.
5 points	Describes how proposed education/ training programs will lead to jobs with livable wages.
5 points	Describes how organization plans to provide services to in-school youth.
<b><i>Career Pathways</i></b>	
5 points	Describes approach to assessing youth and young adults, and the instruments that will be used.
5 points	Describes the sector(s)/ industries that will be focused on and why they were selected.

5 points	Describes how organization will help youth become aware of the career pathways in these sectors/ industries.
5 points	Describes how organization will connect youth to education that leads to post-secondary degrees and/or industry-recognized certifications.
<b><i>Work-Experience/ Experiential Learning</i></b>	
5 points	Describes how organization will provide youth with work-based learning opportunities (internships, work experience, pre-apprenticeship, job shadows, etc.).
5 points	Describes how a minimum of 20% of WIOA funds will be spent on work experience.
<b><i>Work-Readiness, Financial Literacy and Entrepreneurship Training</i></b>	
5 points	Describes the proposed work readiness training program including techniques, evidence-based curriculum, competencies, assessments and standards for completion.
5 points	Describes the financial literacy education skills training you will offer. Outline the specific activities proposed.
5 points	Discusses how organization will provide entrepreneurship training/ activities to youth and young-adults.
<b><i>Youth Development</i></b>	
5 points	Describes leadership development opportunities including community service and peer-centered activities encouraging responsibility, and other positive social and civic behaviors.
5 points	Describes how organization plans to incorporate adult mentoring for program participants.
<b><i>Local Workforce Development Board</i></b>	
15 points	Describes how the organization will communicate, collaborate and partner with the LWDB.
<b><i>Budget Information</i></b>	
20 points	Budget
20 points	Budget Narrative
<b>Total</b>	

## **APPENDIX C - CONTRACT**

Mississippi Valley Workforce Area

Local Workforce Development Board  
550 S Gear Avenue, Suite 35  
West Burlington, IA 52655

Workforce Innovation and Opportunity Act  
Title I – Youth and Young adult Services

September 17th, 2020 – June 30, 2021  
With 3 possible ~~3~~1-year extensions through June 30, 2024

COST REIMBURSEMENT CONTRACT  
FOR ACTIVITIES & SERVICES

**CONTRACTUAL AGREEMENT BETWEEN**

**The**  
**Local Workforce Development Board of the Mississippi Valley Workforce Area**

**AND**

**(NAME)**

THIS CONTRACT is entered into this **\_\_\_ day of June 2020**, by Southeast Iowa Regional Planning Commission ("Fiscal Agent") and **(NAME)** ("CONTRACTOR"), on behalf of the Mississippi Valley LWDA and LWDB. CONTRACTOR is an company whose principal place of business is **(ADDRESS)**.

WITNESSETH THAT:

WHEREAS, The Mississippi Valley Workforce Board is authorized under the Workforce Innovation and Opportunity Act of 2014, Public Law 113-128 ("WIOA") to serve the Local Workforce Development Area comprised of Des Moines, Lee, Louisa, Henry, Muscatine, Scott, Jackson and Clinton counties in Iowa, to provide certain workforce development services and activities, and

WHEREAS, the Chief Lead Elected Official (CLEO) has designated Southeast Iowa Regional Planning Commission to serve as the Fiscal Agent for the Mississippi Valley LWDA, and

WHEREAS, the LWDB has authorized the Fiscal Agent to enter into a contract with the CONTRACTOR for providing services under WIOA's Title I Youth and Young Adult Programs.

NOW, THEREFORE, the contracting parties do mutually agree as follows:

**SECTION 1. SCOPE OF SERVICES**

The CONTRACTOR shall provide and perform the services under this Contract, as specified in **Attachments A (CONTRACTORS Proposal), and Attachment B (Scope of Services)**. Any changes in the scope of service and/or budget under this Contract shall be made by written amendment, and signed by all parties. Deviation from this approved Scope of Services during the contract period must be approved by the LWDB. Deviation from the Scope of Services, unless approved by the LWDB, may result in termination of the Contract. Termination will follow the procedures under SECTION 22 of this Contract.

**SECTION 2. TIME OF PERFORMANCE**

- A. Period of Contract. This contract shall cover services performed or to be performed by the CONTRACTOR commencing September 17<sup>th</sup>, 2020 and ending June 30, 2021. This Contract shall not bind nor purport to bind the LWDB or Fiscal Agent for any contractual commitment in excess of this contract period.
  
- B. Option to Extend. Funding will be made available on a year to year basis, dependent upon congressional action which appropriates funds for these programs. There will be an option to renew the contract under the same terms and conditions for three (3 successive one-year periods by mutual agreement of both parties to the contract should funding be available. If any extension renewal is deemed to be desirable by the LWDB and the CONTRACTOR, such extension shall be executed by formal contract amendment. In the event the contract is extended, all terms, conditions, and provisions of the original contract shall remain the same and apply during the extension period, except that any changes to improve the program be made to the "Scope of Services", approved budget, and approved performance goals as specified in the contract.

### **SECTION 3. CONTRACT AMOUNT & PAYMENTS**

- A. Contract Amount. The amount of this Contract shall not exceed the total cost as shown on **Attachment C**.
- B. Budgeted Expenditures. A description of allowable expenditures under this Contract is contained in the Budget included in **Attachment C**.
- C. Budget Amendments. When, during the course of prudent budget management, it becomes apparent to either party that: a) total expenditures under this contract will exceed the total approved budget; or b) total expenditures will result in less than eighty % of the approved budget being expended; or c) total expenditures under any aggregate line item budget will exceed the approved line item budget by 5%, the CONTRACTOR shall request a budget modification in writing to the LWDB, which shall be subject to written approval by the LWDB and CEOs. Any approved change shall be incorporated into this Contract.
- D. Allowable Costs. Funds received under this contract shall only be expended for purposes permitted under the provisions of WIOA and Federal and State rules and regulations pertaining to WIOA. Adjustments to the authorized expenditure amount may be requested by the CONTRACTOR and will be considered and transacted in accordance with the Contract Modification procedure set forth in SECTION 20 herein. All such requests shall be submitted in writing. The CONTRACTOR shall not incur any unbudgeted expenditure or obligate unbudgeted funds for such expenditures prior to obtaining written approval. The Fiscal Agent reserves the right to deny reimbursement for unbudgeted expenditures or obligations.
- E. Final Closeout Report. CONTRACTOR shall submit a Final Closeout Report no later than thirty (30) days after the end of the grant or contract period, in such form as designated by the LWDB and/or Iowa Workforce Development (IWD). The LWDB/IWD shall not be liable for any costs which have not been billed to the LWDB within thirty (30) days after the contract period has expired. The Fiscal Agent/LWDB agrees to provide CONTRACTOR with the final closeout reporting format within sixty (60) days of the date the report is due. The LWDB may withhold reimbursement for the final monthly expenditure report until the Final Closeout Report is submitted and all outstanding services are performed.
- F. Obligations in Excess of this Contract. The CONTRACTOR agrees that all expenditures and obligations in excess of the maximum contract amount as contained in **Attachment C** are the sole responsibility of the CONTRACTOR unless otherwise approved by the LWDB and CEOs.
- G. Unearned Payments. Under this Contract unearned payments shall be suspended or terminated upon refusal to comply with any additional conditions that may be required by the enactment of federal or state statutes, regulations, or decrees that become effective after the signing of this contract or if the funds under WIOA to the LWDB are suspended or terminated.
- H. Prior Expenses. No expenditures may be made prior to the Effective Date and the budgets contained therein, unless approved by the LWDB and CEOs.

### **SECTION 4. CONTRACT COMPLIANCE**

The CONTRACTOR agrees to perform services of this contract in compliance with WIOA; Federal and State Rules and Regulations issued pursuant to WIOA; Federal, State, and local laws and ordinances; and all applicable LWDB policies, procedures, and directives. In addition, the CONTRACTOR shall comply with the following laws, regulations, policies and procedures: Workforce Innovation and Opportunity Act, Public Law 113-128; Workforce Innovation and Opportunity Act regulations 20 CFR

Part 676, et seq.; and any other federal regulations developed pursuant to the Workforce Innovation and Opportunity Act.

## **SECTION 5. ESTABLISHMENT AND MAINTENANCE OF RECORDS**

- A. Record Retention. CONTRACTOR shall retain all records pertinent to this contract, including financial, statistical, property, participant (including intake and placement information), and supporting documentation. CONTRACTOR agrees to retain all its records, books, papers, or documents related to this Contract for a period of not less than five (5) years after the expiration of this Contract. The aforementioned records will be retained beyond five (5) years if any litigation, audit, finding of a questioned cost (either an independent, State or Federal audit) is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records will be retained until otherwise instructed by the Fiscal Agent or LWDB.
- B. Right to Obtain Program Records If Operation Ceases. CONTRACTOR further agrees to inform LWDB, upon expiration of this Contract or at any date or time thereafter, of any circumstances which would impair the integrity or security of such materials during the five -year retention period. In the event the CONTRACTOR substantially ceases doing business, CONTRACTOR must notify the LWDB immediately in writing and the LWDB is given the right to obtain the records, books, papers or documents relating to this Contract that are in the possession of the CONTRACTOR. If CONTRACTOR shall cease operations, CONTRACTOR hereby agrees to provide the LWDB or its designee, all case management files within 48 hours of CONTRACTOR ceasing operations.

## **SECTION 6. COSTS AND DOCUMENTATION**

- A. Documentation. All checks, payrolls, invoices, contracts, vouchers, orders, attendance/time sheets, or other documents pertaining in whole or in part to this contract are necessary to document payments and shall be clearly identified and made accessible to the LWDB/Fiscal Agent upon request.
- B. Payments. Payments for costs under this contract may include fixed-price for program elements provided by the CONTRACTOR; all other payments will be based on expense reimbursements with the submittal of itemized invoices and when requested submission of source documentation to the fiscal agent. The contractor will be responsible for paying for all expenses in advance and receiving reimbursements from the Fiscal Agent on a bi-monthly basis.
- C. Expenses. Any expenditures between the amount of \$5,000 - \$10,000 will need written authorization from the LWDB Executive Director.

Any expenditure in excess of \$10,000 will need approval from the full LWDB, excluding property which is set at \$1500.

- D. Travel Expenses. The CONTRACTOR shall document all travel expenses charged directly to this Contract in accordance with travel policy and procedures issued by the State of Iowa, and LWDB Policies, unless approval to utilize the CONTRACTOR's own policy and procedures has been approved by the LWDB in writing. Expenses for travel included within fees for case management services need not be documented. Any travel expenses for which additional reimbursement is requested must have prior approval from the LWDB/Executive Director in writing. Reimbursement will require appropriate documentation.
- E. Submission of Claim. CONTRACTOR agrees that it shall submit claims no later than the following time frames based on the services provided.
1. All reimbursement claims must be received according to a mutually agreed upon

submission cycle.

2. Reimbursement claims which have been denied due to error or dispute shall be corrected and resubmitted within thirty (30) calendar days from the date of denial.
3. Any claim received after the aforementioned timeframes will not be paid unless authorized by the LWDB Executive Committee.

#### **SECTION 7. REPORTS AND INFORMATION**

The CONTRACTOR, at such times and in such forms as the LWDB and/or Fiscal Agent requires, shall furnish to the LWDB and/or Fiscal Agent such statements, records, reports, data and information as the LWDB and/or Fiscal Agent may request pertaining to matters covered by this contract. It is further agreed that the Fiscal Agent for the LWDB may be supplied with copies of all such reports and information by or from the CONTRACTOR. At minimum the CONTRACTOR is required to provide the LWDB and Fiscal Agent with timely reports and supporting documentation, on a monthly basis, that clearly demonstrate program enrollment, participation, progress, outputs, and outcomes. All reports, information, data and other related materials, prepared or assembled by the CONTRACTOR under this contract, are subject to the requirements of confidentiality.

#### **SECTION 8. AUDITS AND INSPECTIONS**

- A. Audit and Inspection. The CONTRACTOR shall, at any time and as often as the Fiscal Agent, LWDB, Chief Elected Officials (CEOs), State of Iowa, the Comptroller General of the United States and/or any of their duly authorized representatives may deem necessary, make available for examination all its records and data that pertain to work performed under this contract for the purpose of making audits, examinations, excerpts, transcriptions and photocopies. Access includes any books, documents, papers or records, including computer records, of any contractor or subcontractor, which are directly pertinent to charges made under this contract. Rights shall also include timely and reasonable access to personnel for the purpose of making audit, examination, excerpts, transcriptions, interviews and discussions related to such documents. The Fiscal Agent or LWDB, where practical, will provide CONTRACTOR with a minimum 72-hour notice for regularly scheduled audit or inspection and a 24-hours' notice of any emergency audit or inspection.
- B. On-site Monitoring. The LWDB, Fiscal Agent, CEOs, State of Iowa, U.S. Department of Labor, the Government Accountability Office, and any of these agencies' designated representatives, at any time during normal business hours, as often as deemed necessary, shall have the right to monitor or audit activities and review, copy, make excerpts or transcripts of any or all books, records, report, audits, correspondence, contracts, forms, invoices, materials, payrolls, records of WIOA participants, files or other such documentation at any CONTRACTOR site or site for which funds have been provided under this Contract. The monitoring function may be implemented through the use of internal evaluation procedures, the examination of program data, special analysis, on-site checking, or any other procedure the LWDB/Fiscal Agent or the above-mentioned agencies deem necessary and appropriate. The LWDB/Fiscal Agent, where practical, will provide CONTRACTOR with a minimum 72 hours' notice of any on-sight monitoring and 24 hours' notice of any emergency on-sight monitoring.
- C. Right to Withhold Funding if Accounting Practices Do Not Meet Minimum Standard. The Fiscal Agent or LWDB shall have the authority to examine the books and records used by the CONTRACTOR in accounting for expenses incurred under this Contract. Should these books and records not be kept in accordance with Generally Accepted Accounting Principles, the LWDB/Fiscal Agent reserves the right to withhold any or all of its funding to the CONTRACTOR until such time as they do meet these standards.

- D. Notification of Questioned Costs and Opportunity to Respond. When an audit, inspection, or on-site monitoring determines that the CONTRACTOR has expended funds, which are questioned under the criteria set forth herein WIOA or the rules and regulations promulgated thereto, the CONTRACTOR shall be notified and given the opportunity to justify questioned expenditures prior to the LWDB's final determination of the disallowed costs, in accordance with the procedures in WIOA. LWDB/Fiscal Agent agrees to provide CONTRACTOR with written notice of any questioned costs.

## **SECTION 9. DISALLOWED COSTS**

- A. Unallowable Costs. Costs charged to this Agreement must be consistent with those normally allowed in like circumstances in federally funded activities and/or with applicable state and/or local law, rules or regulations. The cost must not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. The recipient must be able to answer the following questions in the affirmative:
1. Is the cost an ordinary and necessary occurrence for the operation and performance of the Program?
  2. Does the expense appear to be a sound business practice with arm's length bargaining and meets the terms and conditions of the Agreement with the LWDB?
  3. Has the recipient acted with prudence in the circumstances considering their responsibilities to the entity, its employees, students where applicable, membership, the public and LWDB?
  4. Is the recipient purchasing goods or services at the current market price? Is the recipient deviating from their established practices and policies while incurring the cost and therefore, unjustifiably increasing the cost charged to the program?
  5. Is there any appearance of a conflict of interest between the recipient and the vendor, sub-contractor or other entity from which the goods or services are being procured?
  6. Is the expense excluded from the list of unallowable costs as provided under WIOA?

B. Repayment of Disallowed Costs. It is agreed and understood by and between the parties that any funds expended by CONTRACTOR in violation of said standards, principles, policies, or the provisions of this contract or WIOA are disallowable. In the event that such disallowable expenditures are deemed to have been reimbursed, LWDB and/or Fiscal Agent shall upon written notification to CONTRACTOR request adjustment or repayment of such disallowed expenditures. CONTRACTOR shall make such adjustment or repayment within thirty (30) days from receipt of said notification. Funds declared to be provided for ineligible participants or ineligible services to participants will be returned to the Fiscal Agent/LWDB within thirty (30) days of determination and request for payment. The Fiscal Agent may withhold any payments to the CONTRACTOR for the purposes of set off until such time as any disallowed cost is repaid.

## **SECTION 10. PROCUREMENT STANDARDS AND INVENTORY CONTROL**

The standards to be used for the procurement of supplies, equipment, and other materials and services with this contract's funds are to follow the LWDB/Fiscal Agent policies that follow the Office of Management and Budget Uniform Administrative Requirements, 2 CFR Chapter I and Chapter II, Parts 200, 215, 220, 225, and 230. These standards must be applied in accordance with procedures set forth in the "Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program

Requirements Statement for Contracts or Agreements". Further, the CONTRACTOR shall avoid conflicts of interest, real or apparent, by observing the following requirements.

- A. Title to Property. All property and equipment purchased for the administration of this Agreement or transferred to CONTRACTOR belongs to the LWDB and shall continue to be the property of the LWDB when the Agreement terminates, and shall not be used for any purpose other than to provide the services covered under this agreement unless it has the express written consent of the LWDB. The purchase of any such property shall be included in Contractor's monthly report. Upon termination of this Contract or at the end of the Contract period the CONTRACTOR shall either return to the LWDB within thirty (30) days, all property furnished to the CONTRACTOR or property which was purchased with funds under WIOA or request in writing approval from the LWDB to dispose of said property.

The CONTRACTOR agrees to maintain careful accountability of all WIOA purchased non-expendable property (property with a life expectancy of one year or more and a unit cost of \$500.00 or more) and to maintain an inventory of all properties acquired with WIOA funds, to be inventoried annually. Acquisition of non-expendable property with a unit cost of \$1,500.00 or more must be approved by the LWDB, prior to the purchase. Additionally, equipment with an original acquisition cost of \$50.00 and up that also has a serial number should be kept on the inventory software. Examples of which equipment that may include are PC's, PC monitors, terminals, laptops, printers, servers, control units, hubs, modems, routers, external tape backup units, convenience bases, external CD ROM drives, external hard drives, scanners, etc. Any disposal of WIOA property must be according to applicable federal, state and local disposal procedures. Any revenues derived from the sale of property purchased with WIOA funds must be used in WIOA service delivery for the program(s) which funded the original purchase.

Purchase or lease of office equipment and other personal property directly under this Contract, funds must be approved by the LWDB.

When non-expendable property is purchased with a cost between \$500 and \$1500 the LWDB Executive Director must be notified of the purchase within 10 business days.

- B. Code of Conduct. The CONTRACTOR shall maintain a written code or written standards of conduct, which will govern the performance of its officers, employees, or agents in contracting with or otherwise procuring supplies, equipment, construction, or services with funds provided pursuant to this Contract. These standards shall provide that no officer, employee, or agent shall:

1. Solicit or accept gratuities, favors, or anything of monetary value greater than \$25.00 from suppliers or potential suppliers, including subcontractors; or
2. Participate in the selection, award, or administration of a procurement supported by Contract funds subject to this section where, to the individual's knowledge, any of the following has a financial or other substantive interest in any organization that may be considered for award:
  - a. the officer, employee, or agent;
  - b. any member of his or her immediate family;
  - c. his or her partner; or
  - d. a person or organization, which employs, or is about to employ, any of the above.

- C. Conflict of Interest. CONTRACTOR shall avoid conflict of interest established in

Federal Register-OMB 2 CFR Chapter I and II, Part 200 (OMNI Circular) and by the State of Iowa and any appearance of conflict of interest in all transactions involving the awarding of financial assistance or procurement of services or property using the Agreement funds. No member of any council, board, or staff associated with this Agreement shall cast a vote on the provision of service by that member (or any organization, which that member directly represents) or vote on any matter which would provide direct financial benefit to that member. Conflict of interest guidelines as established under WIOA referenced in the applicable subsection will take precedence over any CONTRACTOR or SUB-CONTRACTOR conflict of interest policies and procedures, unless otherwise specified in the subsection

## **SECTION 11. ASSURANCES AND CERTIFICATIONS**

- A. Compliance with WIOA. The CONTRACTOR assures that it will fully comply with the requirements of the Workforce Innovation and Opportunity Act, and all regulations issued pursuant to WIOA, which by this reference are incorporated herein as if fully attached to this contract.
- B. Compliance with State of Iowa Policies. The CONTRACTOR assures that it will comply with the State of Iowa employment and training policies.
- C. No Funds Used to Deter Unions. The CONTRACTOR assures that funds provided under this Contract will not be used to assist, or deter union organizing, nor shall it impair or be inconsistent with existing collective bargaining agreements without written concurrence of the labor organization and employer concerned.
- D. No Funds Used for Political Activities. The CONTRACTOR assures that funds provided under this Contract will not be used for political activities.
- E. No Funds Used for Entertainment. The CONTRACTOR assures that no funds provided under this Contract will be used for Entertainment purposes, costs of amusement, social activities, alcohol, and incidental or related costs.
- F. No Funds Used for Legal Expenses, Services or Insurance for Debts against U.S. Government, State of Iowa or the LWDB. The CONTRACTOR assures that no funds provided under this Contract are used for legal expenses, services or insurance for debts against the U.S. Government, State of Iowa or the LWDB.
- G. No Funds Used for Salaries and Expenses of Elected Officials. The CONTRACTOR assures that no funds will be used for salaries and expenses of elected officials.
- H. No Funds Used Regarding Interest on Borrowing Funds, Cost of Financing or Refinancing. The CONTRACTOR assures that no funds provided under this Contract shall be used to borrow funds, or on the cost of financing or refinancing.
- I. No Funds Used for Liability for Illness or Injury. The CONTRACTOR assures that no funds provided under this Contract shall be used for liability for illness or injury.
- J. Contractor Assures to Maintain a Safe Environment. The CONTRACTOR assures that it will maintain a safe and healthful environment for participants.
- K. Maintenance and Confidentiality of Participant Records. The CONTRACTOR assures that it will maintain complete and accurate files on all WIOA program participants and shall maintain the confidentiality of those files in accordance with regulations.
- L. Contractor's Qualifications. The CONTRACTOR assures that its personnel are qualified to perform or deliver the training, service or material under the terms of this

Contract Agreement. If CONTRACTOR's personnel are determined later to be unqualified, the LWDB and Fiscal Agent may terminate this Contract.

M. Compliance with Americans with Disabilities Act. All parties to this Contract shall comply with all provisions as contained in the Americans with Disabilities Act of 1990, or as amended.

N. Compliance with Drug-Free Workplace Requirements. The CONTRACTOR assures that it will comply with the Government Requirements for a Drug Free Workplace contained in 29 CFR Part 94.

O. Debarment and Suspension. When applicable, as required by the regulation implementing EO No. 12549 and 12689, Debarment and Suspension, 29 CFR 98, the CONTRACTOR must not be presently nor previously within a three-year period preceding the effective date of this contract, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs. The CONTRACTOR will provide a completed Certification Regarding Debarment, Suspension, and other Responsibility Matters. See Appendix A to 29 CFR Part 95.

## **SECTION 12. NONDISCRIMINATION AND COMPLIANCE WITH EEO LAWS**

The CONTRACTOR shall not exclude any person from participating in, nor deny employment to any persons on the basis of race, color, national origin, religion, age, sex, handicap, or political affiliation or belief, and will comply with Section 188 of WIOA. The LWDB shall have the authority to require the CONTRACTOR to take corrective action if the CONTRACTOR violates the nondiscrimination and equal opportunity provisions. If the CONTRACTOR fails to take the required action, the LWDB shall have the authority to impose such sanctions as are necessary to end the discrimination in accordance with WIOA.

The remedies provided in this Contract shall not be construed to affect any other legal remedy a person may have if that person is excluded from participating in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any program or activity funded under the terms and provisions of this Contract.

The CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). The CONTRACTOR shall comply with Titles VI and VII of the Civil Rights Act of 1964, including the Nontraditional Employment for Women Act of 1991; 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 any applicable regulations implementing any of these Acts. Comply with the Iowa Civil Rights Act of 1965 as amended, Iowa Executive Order 15 (1973), as amended by Iowa Executive Order 34 (1988).

- A. CONTRACTOR assures that it has on file a copy of its Affirmative Action Statement, and if appropriate, a plan containing goals and time specifications;
- B. Include in all subsection's nondiscrimination and equal opportunity provisions as contained in this section;
- C. CONTRACTOR shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment laws and regulations; and
- D. A breach of this Article shall be considered a material breach of this Agreement.

## **SECTION 13. COMPLIANCE WITH LOCAL LAWS**

All parties to this Contract shall comply with all applicable laws, ordinances, codes, and regulations of the State of Iowa and local governments.

#### **SECTION 14. ASSIGNABILITY**

Except as provided in SECTION 15 of this Contract, the CONTRACTOR shall not assign this Contract or any part thereof, without the written consent of the LWDB. In no case shall such consent relieve the CONTRACTOR from the obligation under, or change the terms of this Contract. The transfer or assignment of any part of this Contract to include contract funds, either in whole or part, and interest therein, which shall be due or become due the CONTRACTOR, without the written consent of the LWDB, shall not obligate the LWDB for any associated expenditures.

#### **SECTION 15. SUBCONTRACTING**

The CONTRACTOR agrees to notify LWDB and the Fiscal Agent if any of its responsibilities arising out of this Contract are subcontracted and that CONTRACTOR must receive prior written approval from LWDB authorizing said subcontracting of services.

In the event that the CONTRACTOR elects to subcontract any of the services relative to the Contract, the CONTRACTOR will notify the LWDB and Fiscal Agent of the subcontractor and the nature of the services to be performed. All subcontractors will be required to meet all laws, regulations and State policies pertaining to the administration of WIOA and provisions of this Contract.

#### **SECTION 16. INDEPENDENT CONTRACTOR**

The CONTRACTOR is an independent contractor and not an employee of the LWDB or Fiscal Agent. Neither the CONTRACTOR nor any agent or employee of the CONTRACTOR shall be considered an employee of the LWDB or Fiscal Agent for any purpose whatsoever. The CONTRACTOR agrees that it has, or will secure at its own expense, all personnel required to perform all the services required under this Contract. The CONTRACTOR agrees that CONTRACTOR will be responsible for all taxes, social security payments, unemployment compensation and all other obligations of an employer for the CONTRACTORS staff.

#### **SECTION 17. CREATIVE COMMON LICENSE**

Upon acceptance of LWDB/IWD of any intellectual property created as part of CONTRACTOR or subcontractor performance of this Agreement, that property shall become the exclusive property of LWDB/IWD, free from any claim, lien or interest in the intellectual property, and CONTRACTOR or subcontractor shall not have any right to disclose or use any portion of an intellectual property created and delivered pursuant to this Agreement. This Agreement shall cover works made for hire and LWDB/IWD shall have exclusive right to reproduce, modify, distribute, display, perform, or license the works. Where federal funds are involved, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant and (b) any rights of copyright to which a grantee, sub-recipients or a contractor purchase ownership with grant support, as set forth in Federal Register-OMB 2 CFR Chapter II, Part 200 (OMNI Circular).

#### **SECTION 18. LOBBYING PROHIBITED**

None of the funds provided under this Contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of Iowa, or any local governments. CONTRACTOR shall comply with the provisions of 29 CFR Part 93 restricting lobbying. In the event the grand total of the Contract is in excess of \$100,000, the CONTRACTOR agrees to complete a Federal lobbying certification form.

#### **SECTION 19. COMPENSATION OF PARTICIPANT**

Individuals employed in activities authorized under this Contract shall be paid wages which shall not be less than the highest of: (A) the minimum wage under section 6(a)(1) of the Fair Labor Standards Act of 1938 as amended; (B) the minimum wage under the applicable state or local minimum wage law; or at the prevailing rates of pay for individuals employed in similar occupations by the same employer.

#### **SECTION 20. MODIFICATION OF CONTRACT**

As a result of additional requirements imposed, funding restrictions, or reductions, the LWDB and Fiscal Agent may require modification of this Contract. The CONTRACTOR agrees to accept this Contract

with the understanding that the Contract may be modified. In the event the CONTRACTOR is unable to comply with any required contract modification, the LWDB and Fiscal Agent shall be notified by the CONTRACTOR within 30 days, at which time the LWDB and Fiscal Agent may declare this Contract canceled and proceed under the Contract cancellation provisions herein provided in SECTION 22. Further, in the event the CONTRACTOR is unable to meet the contractual goals and/or obligations as specified herein or in any subsequent contract amendment, the CONTRACTOR may request modification of the Contract. The Contract may also be modified upon agreement of all parties to this Contract.

Any request for modification of the Contract by the CONTRACTOR must be provided to the Fiscal Agent and LWDB in writing and must state the reason(s) and provide justification. Any modifications to this Contract shall be in accordance with the following provisions:

- A. To provide necessary flexibility for the most effective execution of this Contract, subject to B. and C. below, changes to this Contract may be affected by placing them in written form and incorporating them into this Contract. The LWDB/Fiscal Agent and the CONTRACTOR must approve any modification in writing.
- B. Any change in line item expenditure amounts including transfers in the approved budget amounts as shown on Attachment B must be requested in writing by the CONTRACTOR and must be approved in writing by the CLEO and LWDB, when the amount constitutes a deviation exceeding five (5) percent of the approved contract amount. Any such change will be incorporated into this Contract. Budget modifications not exceeding five (5) percent of the total budget originally submitted under this Contract may be made by the CONTRACTOR without prior approval of the CLEO and LWDB, but Contractor must notify the CLEO, LWDB, and Fiscal Agent in writing within thirty (30) days.
- C. Prior to any financial or programmatic change that would substantially alter the original intent of this Contract; a written amendment shall be approved and signed by all signatories to the original contract.

#### **SECTION 21. CORRECTIVE ACTION PLAN**

Contracted discrepancies or non-compliance with federal, state, or local regulation discovered through monitoring visits with the CONTRACTOR by the Fiscal Agent, LWDB or designee will result in a request for a written Corrective Action Plan or termination of the Contract.

The written Corrective Action Plan, prepared by the CONTRACTOR must be submitted within thirty (30) days of the date of request and state specifically what the CONTRACTOR will do to rectify the problem. The response must include applicable copies of corrections, necessary documentation, and other related information as requested by the Fiscal Agent, and LWDB. The CONTRACTOR must ensure that the corrective action will prohibit the reoccurrence of the discrepancies or concerns as identified. The Corrective Action Plan must be accepted by the Fiscal Agent and/or LWDB; however, if an acceptable Corrective Action Plan cannot be negotiated the Fiscal Agent and/or LWDB may terminate this contract. If the Corrective Action Plan is accepted by the Fiscal Agent and/or LWDB, but is not implemented by the CONTRACTOR, the Fiscal Agent and/or LWDB may terminate the Contract.

#### **SECTION 22. CONTRACT TERMINATION**

- A. Termination for Non-Performance/Default. The Fiscal Agent and/or LWDB shall conduct a periodic and ongoing evaluation of performance of any or all sections of this contract by the CONTRACTOR or its subcontractor(s). In the event of any failure of the CONTRACTOR or its subcontractor(s) to meet or exceed any of the scheduled program goals, for contract purposes, the LWDB reserves the right to require a Corrective Action Plan as set out in SECTION 21 or other appropriate action, which may involve reduction or deobligation of funds or cancellation of this contract; provided, however, any of these actions shall not relieve the CONTRACTOR of the

requirement to achieve 100% of the pro-rata goals by the termination date of this agreement. If the CONTRACTOR fails to meet the required performance standards within ninety (90) days of an approved corrective plan, LWDB reserves the right to cancel the contract. Cancellation shall be affected by the LWDB's notice of cancellation to the CONTRACTOR, which shall specify the reasons for cancellation, and the date upon which such cancellation becomes effective, which shall not be less than thirty (30) days.

- B. Termination for Material Breach. Upon a material breach of the Contract by any party, the Contract may be terminated on the thirtieth (30<sup>th</sup>) day following receipt of written notification of Contract of such breach to the other parties. A breach shall include, but not be limited to, failure to materially comply with any or all items contained within SECTION 1 through 35 or referenced therein, exhibits and/or provisions of any subsequent contractual amendments executed relative to this Contract.
- this C. Termination for Non-Compliance with WIOA and Other Laws. The LWDB may cancel Contract immediately for non-compliance with any requirement of WIOA or the regulations promulgated thereunder, LWDB policy, or non-compliance with the requirements of any other applicable law. In the event of such termination, the CONTRACTOR will be paid to the date of termination for such work as has been properly performed hereunder, as determined by the LWDB.
- this D. Termination Due to Lack of Funding. If funds anticipated for the continued fulfillment of Contract are at any time not forthcoming to the LWDB, this Contract shall terminate. The Fiscal Agent shall pay to CONTRACTOR all regular payment for authorized costs incurred through the termination date.
- E. Termination for Convenience. The LWDB or CONTRACTOR may terminate this Agreement in whole or in part for convenience without the payment of any penalty or incurring any further obligation. Termination for convenience shall become effective at the end of the state fiscal year unless the party terminating for convenience can demonstrate hardship or good cause for an earlier termination date. A minimum of ninety (90) days' notice prior to termination must be provided in writing to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Agreement to the terminating party up to and including the date of termination. Payment shall be made, provided the Contractor has complied with the cost limitations of the applicable program.
- F. In the Event of Termination. Upon receipt of notice of termination or cancellation the CONTRACTOR shall: (1) discontinue further commitments of contract funds to the extent they relate to the terminated portion of the contract; (2) promptly cancel all subcontractors and agreements utilizing funds under this contract to the extent they relate to the canceled portion of the contract; (3) settle with the approval of the LWDB and Fiscal Agent all outstanding claims arising from such cancellation; (4) submit within a period of time to be specified by the LWDB a cancellation settlement proposal, which shall include a final statement of the contract and an agreement by the CONTRACTOR to comply with LWDB's plan for transitioning of active projects or clients to other service providers; and (5) turn over all records including, but not limited to, financial records, case files, and all other documents relating to this contract. CONTRACTOR has the right to appeal a termination decision to the Executive Committee of the LWDB. Any such appeal must be sent to the Chair of the LWDB within ten (10) days of CONTRACTOR's receipt of notice of termination.

**SECTION 23. CONTRACTOR DISPUTES/CLAIMS**

In the event of a dispute or claim against the LWDB, CONTRACTOR shall file a written request for resolution of such dispute or claim with the Executive Director. If the dispute or claim is not resolved after submission of such request, the CONTRACTOR may file a complaint with the Executive Committee of the LWDB.

**SECTION 24. NOTIFICATION**

The LWDB, Fiscal Agent, and CONTRACTOR agree that all notices to be given with respect to this Contract shall be:

- A. In writing;
- B. Sent by facsimile, electronic mail (provided a hard copy is also sent by U.S. mail with return receipt requested), or by certified mail with prepaid postage and a return receipt requested from US post office.
- C. The designated contact persons for said notices are as follows:

For the LWDB  
Executive Director  
Miranda Swafford  
550 S Gear Avenue, Ste #35  
West Burlington, IA 52655

For the CONTRACTOR  
SCC President  
Dr. Michael Ash  
1500 W Agency Road  
West Burlington, IA 52655

For the Fiscal Agent  
SEIRPC Executive Director  
Mike Norris  
211 N Gear Avenue, Ste 100  
West Burlington, IA 52655

Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

**SECTION 25. NOTICE OF PROCEEDINGS**

CONTRACTOR shall promptly notify the Fiscal Agent and LWDB of the initiation of any claims, lawsuits or proceedings brought against CONTRACTOR which would adversely affect the Agreement or CONTRACTOR's ability to meet the obligations contained in this Agreement.

**SECTION 26. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS/COST PRINCIPLES**

During the administration of this contract, the CONTRACTOR shall comply with and adhere to applicable Office of Management and Budget (OMB) requirements for Federal awards contained in 2 CFR Chapter I and Chapter II, Parts 200, 215, 220, 225, and 230, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and the Department of Labor exceptions contained in 2 CFR Part 2900.

**SECTION 27. RENEGOTIATION**

This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract or in accordance with SECTION 20 of this contract.

**SECTION 28. INSURANCE REQUIREMENTS**

The CONTRACTOR must provide bonding, minimum liability insurance coverage that includes worker's compensation, non-owned automobile and general liability coverage:

- A. The minimum amount of the bond must be at least the lower of either one hundred thousand dollars (\$100,000) or the amount of the highest advance on reimbursement received through checks or drawdown during the term of Agreement.

- B. Commercial General Liability - Combined Single Limit not less than \$1,000,000 per occurrence, with an annual aggregate of not less than \$2,000,000
- C. Worker's Compensation - Employers' Liability, \$1,000,000
- D. Automobile Liability coverage - Combined Single Limit of \$1,000,000

**SECTION 29. INDEMNIFICATION**

- A. CONTRACTOR. CONTRACTOR agrees to defend, indemnify and hold the Fiscal Agent, LWDB, CEOs, IWD, and the State of Iowa harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees of the Attorney General's Office, and the costs and expenses and attorney fees of other counsel required to defend the Fiscal Agent, LWDB, CEOs, IWD or the State of Iowa, related to or arising from:
  - 1. Any violation of this Agreement by CONTRACTOR; or
  - 2. Any negligent acts or omissions of CONTRACTOR; or
  - 3. Any failure by CONTRACTOR to comply with all local, state and federal laws and regulations; or
  - 4. Any failure by CONTRACTOR to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by CONTRACTOR to conduct business in the State of Iowa; or
  - 5. Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right.
- B. LWDB. Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, the LWDB agrees to indemnify CONTRACTOR and hold it harmless against any and all losses, costs, damages, expenses, claims, demands, causes of action, judgments and settlements arising out of the LWDBs negligence or wrongful acts or omissions in the performance of this Agreement. CONTRACTOR shall be responsible for all damages to persons or property that occurs as a result of CONTRACTOR's fault, negligence, gross negligence, bad faith, fraud, or other wrongful acts in the performance of this Agreement.

**SECTION 30. COMPLIANCE WITH SECTION 181 OF THE WIOA ACT** The CONTRACTOR shall comply with all labor standards specified in Section 181 of the Workforce Innovation and Opportunity Act. These standards include, but are not limited to, health and safety standards, worker's compensation laws, non-displacement of current employees, non-impairment of existing contracts or collective bargaining agreements, prohibition from filling of substantially equivalent jobs of individuals on layoff, and assurances that no ACT funds will be used to assist, promote or deter union organizing. No currently employed worker shall be displaced by any participant employed under this contract. This includes reduction in hours, wages or benefits. No participant shall fill a job opening when any other individual is on layoff from the same or equivalent job, or when the employer has terminated any regular employee with the intention of filling that position with a participant hired under this contract. No participant under this contract may infringe on the promotional opportunities of currently employed individuals.

**SECTION 31. CONSTRUCTION**

In the event the language of this Contract conflicts with language contained in **Attachment A**, the language of this Contract will prevail and supersede any such language.

**SECTION 32. PROGRAM INCOME**

Any program income generated must be reported monthly to the LWDB. All program income must be used for purposes of this Agreement and the program that generated that income and interest. Documentation of such use is the responsibility of the CONTRACTOR. Program income is identified in Federal Register-OMB 2 CFR Chapter I and II, Part 200 (OMNI Circular).

**SECTION 33. MAINTENANCE OF EFFORT**

CONTRACTOR certifies that financial assistance provided under the Workforce Innovation and Opportunity Act and this Contract will be in addition to, and not in substitution for, comparable activities previously carried on without Federal assistance.

**SECTION 34. JURISDICTION**

LWDB and CONTRACTOR agree that any legal action brought as a result of an alleged breach of Contract shall be brought in the applicable county and subject to laws of the State of Iowa.

**SECTION 35. BINDING EFFECT.**

This Agreement shall be binding upon CONTRACTOR and the LWDB and their respective heirs, successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, Agreements, terms, provisions and conditions of this Agreement shall be jointly and severally enforceable against any party(s) to this Agreement. It is understood by CONTRACTOR that:

- A. Severability of Agreement. If any portion of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Agreement shall survive the execution of all instruments herein mentioned and shall continue in full force until the Agreement allowable expenditures incurred by CONTRACTOR are paid in full.
- B. Integration. The Agreement contains the entire understanding between CONTRACTOR and LWDB and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are non-binding, void and of no effect. None of the parties have relied on any such prior representation in entering into this Agreement.

**SECTION 36. EXECUTION**

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, each party to this Agreement represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Agreement, and that the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

**AUTHORIZED SIGNATURES:**

**Fiscal Agent**

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Print Name and Title	Signature
	Date

**CLEO**

---

Print Name and Title

Signature  
Date

**LWDB Chair**

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Print Name and Title

Signature  
Date

**CONTRACTORS Authorized Representative**

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Print Name and Title

Signature  
Date

**ATTACHMENT A. CONTRACTORS PROPOSAL**

## **ATTACHMENT B. SCOPE OF SERVICES**

### **1. Scope of Services**

This Scope of Services Attachment describes the responsibilities of the CONTRACTOR for Youth and Young Adult Program services as mandated by WIOA and other applicable State and Federal statutes and laws. The LWDB will hold the CONTRACTOR responsible and accountable for effectively and efficiently managing and delivering the services and activities below, while providing excellent customer service, achieving the contracted performance measures and deliverables, completing all reports, and meeting all deadlines established by the LWDB.

The CONTRACTOR's responsibilities include, but are not limited to, the following:

- 1.1 Determine eligibility of in-school youth and out-of-school youth using federal WIOA eligibility criteria.
- 1.2 Collect and review documentation for eligibility verification and enroll Youth in WIOA and/or other appropriate programs.
- 1.3 Initially assess the skill levels, aptitudes, abilities, and support service needs of Youth.
- 1.4 Complete an Individual Service Strategy (ISS) for each eligible participant.
- 1.5 Coordinate Experiential Learning activities with career pathways.
- 1.6 Inform Youth of supportive services and refer to such, as appropriate.
- 1.7 Review supportive services voucher requests for the purpose of determining appropriateness.
- 1.8 Integrate with other program staff such as the adult program for referrals and with business services for work-based learning or experiential learning opportunities.
- 1.9 Provide or connect youth to organizations that meet their identified needs under the WIOA 14 required elements.
- 1.10 Provide follow-up services for Youth and Young Adult participants for not less than 12 months after the completion of participation.
- 1.11 In conjunction with other WIOA partners provide workshops to job seekers at the IowaWORKS centers in the LWDA as part of the career services offerings and participate in workshops conducted by IowaWORKS partner agencies.
- 1.12 Maintain electronic participant files for WIOA Youth and Young Adult programs in the IowaWORKS system.
- 1.13 Follow the provisions of the IowaWORKS Standard Operating Guide, including the integrated delivery model.
- 1.14 Ensure timely and accurate data collection and entry into IowaWORKS management information system.
- 1.15 Conduct appropriate assessment of youth customers for determination of appropriate path and level of service.

- 1.16 Manage program enrollment process to ensure compliance with appropriate eligibility and enrollment standards and to maximize performance under program performance measures.
- 1.17 Provide staff assistance to LWDB committees and task forces, as appropriate.
- 1.18 Develop and implement corrective action plans in response to board, state, or federal monitoring reports, or independent auditor reports, upon request of the LWDB staff.
- 1.19 Compile program data and provide reports as required by the board.
- 1.20 For other non-WIOA grants, serve as the Related Grant Service Provider and:
  - 1.20.1 Conduct eligibility determination and program enrollment for non-WIOA grants.
  - 1.20.2 Co-enroll participants in WIOA, as appropriate and allowable.
  - 1.20.3 Carry out program services for reimbursement as directed by the board.
- 1.21 Achieve the contract objectives and all performance measures.
- 1.22 Create and implement a continuous improvement model.
- 1.23 Provide quality service delivery.
- 1.24 Conduct self-monitoring for contract compliance.
- 1.25 Keep appropriate records in an auditable manner as required by Federal or State statutes and regulations, or LWDB requirements.
- 1.26 Stay on time and in budget.
- 1.27 Meet with the LWDB Executive Director on a weekly basis or another agreed upon schedule.
- 1.28 Make current labor market information available (job vacancy listings, skills necessary to get those jobs, and information on demand jobs, including wages and skills required) in an easy-to-understand format.
- 1.29 Work with the LWDB to conduct active community outreach, recruitment, and orientation so employers and job seekers are aware of the workforce center as a valuable resource and community partners are informed and comfortable with the implementation of referral options.
- 1.30 Assist in the solicitation of and response to customer feedback as requested by the LWDB.

## **2. General Performance Requirements**

The CONTRACTOR agrees to:

- 2.1 Provide all personnel, labor, materials, equipment, tools, and facilities necessary to perform the requirements, tasks, terms, and conditions set forth in this Scope of Services.
- 2.2 Provide services in accordance with prevailing laws, regulations, and local LWDB policies.
- 2.3 Create and maintain a spirit of “can do” in regard to new and innovative ideas and partnerships.

- 2.4 Implement a continuous improvement process that meets or exceeds the requirements of the Scope of Services.
- 2.5 Maintain compliance with equal opportunity statutes and regulations.

### **3. Information, Data, and Information Management**

The CONTRACTOR agrees to:

- 3.1 Manage and ensure through accountability and training that IowaWorks system data for all customers is entered with an accuracy rate according to state guidelines, unless laws, regulations, or grants require otherwise.
- 3.3 Facilitate timely data entry through training and instill in every employee, contractor, and partner the need for data accuracy.
- 3.4 Maintain and refine a top-quality management approach that meets and exceeds performance criteria as defined by the LWDB and as required by local, State, and Federal programs.
- 3.5 Continually review all aspects of information flow to determine if forms are being used effectively and if reporting measures accurately reflect actual outcomes.
- 3.6 Utilize the correct chain of communication for State issues. The channel of information shall flow from State to LWDB/Executive Director to CONTRACTOR or vice versa, with the CONTRACTOR being a point of contact for dissemination to workforce center staff.
- 3.7 Utilize the correct chain of communication for local issues. The channel of information shall flow from the Board to the LWDB/Executive Director to the CONTRACTOR or vice versa, with the CONTRACTOR being a point of contact for dissemination of information to workforce center staff.

### **4. Public Relations/Outreach**

The CONTRACTOR agrees to:

- 4.1 Assist in the development and implementation of an overall system-wide outreach plan and outreach strategies to ensure compliance with the goals of the LWDB through labor market analysis, target customer identification, trends and potential labor market changes identification, market penetration strategy, and outreach strategy to all defined customers, incorporating all LWDB contractor outreach strategies.
- 4.2 Submit all outreach and public relations materials to IWD and LWDB staff for review and approval.
- 4.3 All public outreach and communication products developed must be created in accordance with IWD guidance, including branding policies and using the IowaWORKS logo.

### **5. Accessibility**

The CONTRACTOR:

- 5.1 Agrees, confirms, and makes assurance that only publicly accessible facilities, in accordance with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 and subsequent amendments, will be used in carrying out the provisions of this Contract.

- 5.2 Agrees to provide equitable access to individuals with limited English speaking, reading, or writing ability.
- 5.3 Agrees to assess the need for additional English as Second Language (ESL) services required and coordinate the provision of those services with other organizations in the community.
- 5.4 Agrees to evaluate and improve access points to the LWDB system, to include increasing the use of the system by people with disabilities and other targeted populations.
- 5.5 Agrees to establish and maintain relationships with social service support groups that address issues of alcohol and other drug abuse, domestic abuse, mental health, and other barriers to self-sufficiency and upward mobility.
- 5.6 Agrees to solicit input from agencies and advocates serving persons with disabilities for adjustments needed to make disability access easier and to increase the comfort level of customers with disabilities and implement upon the approval of the LWDB.
- 5.7 Agrees to foster partnerships with agencies serving people with disabilities and people with other accessibility needs.
- 5.8 Agrees to give all staff diversity training for the purpose of exposing them to techniques useful in working with a variety of customers, cultures, and personality types.

## **6. Reports and Invoicing**

The CONTRACTOR agrees to:

- 6.1 Complete and submit all reports according to the report schedule.
- 6.2 Complete and submit reports to the LWDB monthly or as requested.
- 6.3 Add or eliminate reports at the request of the LWDB and ensure that reports meet the needs of the Fiscal Agent, the LWDB, or funding source requirements.
- 6.4 Implement and/or maintain a cost-effective, high-quality systematic process for reporting information and continually review the system for and implement quality improvements.
- 6.5 Conduct regular manager meetings and periodic file reviews that allow supervisors to share the results of the overall reports and quickly rectify any potential performance problems.

## **7. Staffing, Staff Expectations and Development, and Training**

The CONTRACTOR agrees to:

- 7.1 Ensure that staff are trained as necessary to effectively carry out all programmatic requirements, administrative requirements, and performance measures in this Contract.
- 7.2 Identify staff that will be assigned to system-wide training.
- 7.3 Identify staff who will be expected to train or coordinate the training of new and existing staff of their respective organization.
- 7.7 Develop an ongoing training program that ensures all staff acquire at a minimum the basic competencies of their positions.

- 7.8 Use both in-house expertise, as well as other resources, to ensure that training is comprehensive and provides information that will enhance the CONTRACTOR's ability to carry out this Contract's responsibilities effectively and efficiently.
- 7.9 Ensure that each employee gains a general knowledge of the entire workforce system.
- 7.10 Provide cross-training of staff to ensure coverage of customer needs.
- 7.11 Provide trained, competent supervisory staff for One-Stop Centers.
- 7.13 Engage in a dynamic process of human resource management that re-evaluates staff responsibilities on a regular basis and implements changes to the betterment of the workforce center team.
- 7.14 Work with the LWDB to implement a staff training program for both supervisors and staff, consisting of interpersonal skills training (i.e., customer service motivation, interviewing, and communication skills) and program services related skills training.
- 7.15 Empower staff to respond to customer needs and encourage them to communicate their insights for process improvement.
- 7.16. All CONTRACTOR staff will follow the same work schedule and holiday schedule as the State of Iowa.
- 7.17 All CONTRACTOR staff will follow the business casual dress code in the Iowa Workforce Development Work Rules handbook for field operations, to include IowaWORKS name badges.
- 7.18 All CONTRACTOR staff will utilize a provided @iwd.iowa.gov email address
- 7.19 All CONTRACTOR staff will comply with IWD's Internet Access and Electronic Mail Policy.

**ATTACHMENT C. BUDGET**

**APPENDIX A. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

The CONTRACTOR certifies that neither it nor its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Have within the 3 year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification of destruction of records, making false statements or receiving stolen property.
3. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with the commission of any of the offenses enumerated in paragraph 2 above.
4. Have within the 3-year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

**APPENDIX B. CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Statement for Loan Guarantees and Loan Insurance**

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

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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APPLICANT'S ORGANIZATION

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SIGNATURE:

DATE:

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PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE