Central Virginia Workforce Development Board

VIRGINIA CAREER WORKS

CENTRAL REGION

Request for Proposals (RFP)
Virtual Services

Release Date: October 5, 2020
Response Due Date: October 22, 2020 by 4:00 P.M. E.S.T.

Any questions on this RFP must be submitted in writing to tim.saunders@vcwcentral.com

All questions and responses will be posted to the Central Virginia Workforce Development Board website: www.vcwcentralregion.com

The Central Virginia Workforce Development Board is an Equal Opportunity Employer/Program: Auxiliary aids and services are available upon request to individuals with disabilities. TDD/TTY: 711. Funded by the U.S. Department of Labor. The Adult, Dislocated Worker and Youth Programs are 100% supported by a federal US Department of Labor Employment and Training Administration Workforce Innovation and Opportunity Act (WIOA) (3: AA-32183-18-55-A-51) made to the City of Lynchburg on behalf of Central Virginia Workforce Development Board by the pass-through entity, the Virginia Community College System. No costs of this program are financed by nongovernmental sources.

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Part I: General Information

A. About Virginia Career Works – Central Region

The Central Virginia Local Workforce Development Area (LWDA) is comprised of approximately 2,000 square miles of land in the Virginia counties of Amherst, Appomattox, Bedford and Campbell; the independent city of Lynchburg; and the towns of Altavista, Amherst, Appomattox, Bedford and Brookneal. The Weldon Cooper Center for Public Service Demographics Research Group population estimates the Lynchburg Metropolitan Statistical Area had a population of 262,428 in 2019.

We have an excellent quality of life and are home to exceptional local governments, community organizations and public-school systems, as well as an impressive array of public and private institutions of post-secondary learning. Six colleges and universities operate within the region, including Central Virginia Community College, Liberty University, Randolph College, Sweet Briar College, the University of Lynchburg, and Virginia University of Lynchburg. There are also many private primary-secondary school systems and 5 public school system with approximately 12,000 students enrolled in 9-12 grades.

As of August 2020, the Virginia Employment Commission estimates the Central Virginia LWDA had a civilian labor force of 121, 321. Local employers include a strong base of manufacturers. The U.S. Bureau of Labor Statistics reported 15,700 manufacturing jobs in the Central Virginia LWDA as of June 2020, accounting for nearly 16% of the total workforce. Labor statistics show the number of manufacturing jobs in the greater Lynchburg area grew by 5.4% between June 2019 and June 2020. Additional information may be found through the Virginia Labor Market Information System.

The Central Virginia Workforce Development Board (WDB) is the designated regional convener and administrative entity that coordinates workforce training and career services through federal funding from the Workforce Innovation and Opportunity Act (WIOA). The board collaborates with contracted program operators and workforce system partners to assist employers with applicant screening, writing job descriptions, and training new employees. The WDB also ensures that classes and career services are effectively delivered for regional youth and adult residents as well as businesses. Activities coordinated by the board and its partners are branded externally as "Virginia Career Works – Central Region." More information about the board, its partners, and key initiatives can be found on the Virginia Career Works - Central Region Website.

B. Purpose of Request for Proposal

The purpose of this Request for Proposals (RFP) is to seek a qualified provider for the provision of Virtual Career Services.

The required services are as follows:

1. Career Engagement – the platform must consist of the following:

A. Training modules that should increase learner engagement and motivation

B. The ability for users to search job openings

C. Landing page customized to the Central Virginia LWDA

D. Community space, blog or forum

E. Modules for the exploration of career pathways available in the Central Virginia LWDA

F. The ability to house training courses, modules, multimedia content including videos, and webinars that are created and customized by the workforce board, businesses, and partner organizations.

G. Career exploration tools including job and personality assessments from CAREERONESTOP.ORG

H. Available content should apply to general job seekers, but also include content specific to youth, adults, and military veterans

I. An online orientation

J. Integration of video conferencing for virtual connection and/or online services for group presentations

K. A module to feature internships and paid work experiences

L. Customizable reports that provide data on customer usage

2. Case Management – the platform must consist of the following:

A. Employer, Educator and Career Seeker portals

B. Ability for Employers to review resumes and contact prospective users

C. Ability for School and Workforce staff to support and monitor student job shadowing, internships, work experiences and employment.

C. Document management including customizable forms and the ability to download/manage/track/upload forms

D. Ability to track participant data including the following: username, time spent on platform, and modules accessed.

E. Customizable reporting tools

F. Ability to host virtual job fairs and capture results from employers and job seekers utilizing video conferencing functionality

3. Provider Services– the platform must consist of the following:

A. User training should be available

B. Marketing materials, desk guides on how to use components within virtual platform

C. Service level guarantees and availability/response/resolution expectations for system support

D. Should include data integrations

E. Security protocols in place to ensure personal identifiable data for participants is safe from theft and abuse. Adherence to all local, state, and federal data security standards required

F. This tool will be accessible to the public online and will be mobile friendly

G. Ongoing customization based on workforce board requests to enhance virtual services within the region

H. Integration of virtual services platform with existing Virginia Career Works – Central Region website

C. Disclaimer

The Central Virginia Workforce Development Board continues to develop and refine its system, policies, procedures, or regulatory changes occur from time to time, bidding organizations may be requested to modify program design or the delivery of services. If a request for a change in the program design or services occurs, staff of the Administrative Entity will assist bidding organizations or service providers in the redesign to ensure consistency with Board policy and regulatory requirements. Any significant changes made to this request for proposals will be posted to the following website: www.vcwcentralregion.com

During the proposal and evaluation process, the individual identified below is the sole contact point for any inquiries or information relating to this RFP. Interested parties may only contact another staff member or board member if authorized by the Central Virginia Workforce Development Board's operations coordinator to provide specific information. Any violation of this procedure may be grounds for disqualification of the Proposer. It is the responsibility of the Proposer to ensure that the proposal arrives in a timely manner. Questions concerning this RFP, the applications process, or programmatic issues, should be submitted by fax or email. Responses will be posted on the website www.vcwcentralregion.com. Contact information is provided below; however, Central Virginia WDB staff cannot assist proposers with actual preparation of their proposal. During the period between the publication date of the RFP and the deadline to submit technical RFP questions, Central Virginia WDB staff can only respond to technical questions about the RFP submitted by email or fax.

D. Contact Information

The sole point of contact for information on this program is:

Tim Saunders
Business Engagement & Outreach Coordinator
Central Virginia Workforce Development Board
828 Main Street, 12th Floor Lynchburg, VA 24504-1522
Fax: 434-845-3493
tim.saunders@vcwcentral.com

E. Background

1. Governing Authority

The Central Virginia Workforce Development Board was initially formed as a result of the Workforce Investment Act of 1998 and officially became known as the Central Virginia Workforce Development Board under the Workforce Innovation and Opportunity Act (WIOA) of 2014. The Chief Local Elected Officials (CLEOs) and the Central Virginia WDB work in partnership to set policy for the region. The Central Virginia WDB is appointed by the CLEOs and has been designated as the regional workforce convener for the Area 7 (Central Virginia) Workforce Development region by the CLEO. The Central Virginia WDB serves as an oversight and policy-making body for federally funded employment and training programs and workforce development services in Amherst, Appomattox, Bedford and Campbell counties as well as the City of Lynchburg in Virginia. The WDB currently has four staff who carry out the business of the Board including oversight and monitoring of the contracts.

2. Strategic Planning

The Central Virginia WDB's most recent strategic plan was completed in the 2016 and is available on the website or at the following link: Strategic Plan - Local Plan

3. Administrative Entity

The Central Virginia Planning District Commission is the Central Virginia Workforce Development Board's Administrative Entity and Fiscal Agent. The City of Lynchburg is the WIOA funds grant recipient. All grants and contracts are entered into on behalf of the Central Virginia WDB. The Central Virginia Planning District Commission currently holds the lease for Title I programs in the Central Virginia One Stop facility.

4. Budgeted Amount for Program Operations – Approximately $15,000

Part II: Proposal Application & Submission Instructions

A. Eligible Applicant Entities

Proposals will be accepted from any private for-profit entity, private non-profit entity, government agency, or educational institution that can demonstrate the capacity to successfully provide the services identified in this RFP. Proposals from consortia, partnerships or other combinations of organizations can be submitted, provided at least one organization is designated as the lead agency and prime contractor with details on the assignment of consortium/subcontracting relationships.

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

A respondent organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its proposal the identification number issued to it by the State Corporation Commission. Any respondent that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its proposal a statement describing why the is not required to be so authorized

All respondents must detail within their proposal the experience of the organization in delivering virtual services and success in achieving performance as applicable; or if there is no previous virtual services experience, relate experience and success with similar services and working within a grant-funded environment.

In the solicitation or awarding of contracts, Central Virginia WDB shall not discriminate because of the race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment. Central Virginia WDB welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by Central Virginia WDB.

B. Proposal Conditions

1. Contingencies

Funding for this program is contingent on state, federal, and local funding. This RFP does not commit Central Virginia WDB to award a contract. Central Virginia WDB reserves the right to accept or reject any or all proposals if Central Virginia WDB determines it is in the best interest of the WDB to do so. Central Virginia WDB will notify all proposers, in writing, if the Central Virginia WDB rejects all proposals.

2. Modifications

Central Virginia WDB, at its discretion, may revise any part of this RFP. These revisions will become addendums to the RFP and will be posted on the WDB website.

3. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this proposal. It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified time. All proposals and materials submitted become the property of Central Virginia WDB. All proposals shall be submitted in the name of the entity with legal authority to execute the contract should it be awarded.

4. Inaccuracies and Misrepresentations

If, in the course of the RFP process or in the administration of a resulting contract, Central Virginia WDB determines that the Contractor has made a material misstatement or misrepresentation; or that materially inaccurate information has been provided to the Central Virginia WDB, the Contractor may be terminated from the RFP process; or in the event a contract has been awarded, the contract may be immediately terminated. In the event of a termination under this provision, Central Virginia is entitled to pursue any available legal remedies.

5. Incurred Costs

This RFP does not commit Central Virginia WDB to pay any costs incurred in the preparation of a response to this proposal request, and the proposer agrees that all costs incurred in developing this proposal are the proposer's responsibility.

6. **Proposal Confidentiality**

Proposers should be aware that proposals are subject to the Freedom of Information Act (FOIA). If any proposal contains trade secrets or other information, which is proprietary by law, the proposer must notify Central Virginia WDB of its request to keep that information confidential. The request to keep proprietary information confidential must be made in writing and attached to the envelope or other medium used to submit the proposal. The confidential or proprietary information shall be readily separable from the response to facilitate eventual public inspection of the non-confidential portion of the response. Central Virginia WDB will review the request and notify the Proposer in writing of its decision as to whether confidentiality can be maintained under law. If confidentiality cannot be maintained under law, the Proposer has the option of withdrawing the proposal or advising Central Virginia WDB of its understanding that this information will become public record. The price of products offered, or the cost of services proposed shall not be designated as proprietary or confidential information.

In the event a public records request is made for information designated by the Proposer as confidential or proprietary and if Central Virginia WDB has decided as to the confidential or proprietary nature of the information, Central Virginia WDB will notify the Proposer of the request. The Proposer will have an opportunity at its own expense to seek a determination from the appropriate court as to the disclosure or nondisclosure of the information.

7. **Negotiations**

Central Virginia WDB may require the proposer(s) selected to participate in negotiations and to submit revisions to pricing, technical information and/or other items from their proposal as may result from these negotiations.

9. Users

There should be no restrictions on the number of users accommodated by the proposed virtual services platform. User permissions and accesses to various system functions should be role based with users allowed in multiple roles. Role-based permissions govern each user's rights to add, edit, and view information within the system. There should be capability to accommodate tiered access based on roles.

10. Acceptance or Rejection of Proposals

Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening and up to the end of the agreement period. Central Virginia WDB reserves the right to reject any or all proposals. Central Virginia WDB realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the LWDA. While cost may not be the primary factor in the evaluation process, it is an important factor. Central Virginia WDB reserves the right to reject any and all proposals and to waive any formalities. Upon award, a contract will consist of the contract award cover sheet with signatures, the selected respondent's proposal and the Terms and Conditions in Attachment II.

The Successful Bidder shall, within fifteen (15) calendar days after prescribed documents are presented for signature, execute and deliver to Central Virginia WDB the contract forms and any other forms required by the Request for Proposal. Any contract resulting from this Request for Proposal is not assignable.

11. Formal Agreement

The Contractor will be required to enter into a formal agreement with the Central Virginia WDB. In submitting a response to this RFP, the Proposer will be deemed to have agreed to each term and condition mentioned in this RFP unless the proposal identifies an objection and Central Virginia WDB agrees, in writing, to change the language objected to. All objections to any provisions of the final contract should be listed as an attachment called "Exceptions to RFP." The Central Virginia WDB is under no obligation to agree to any such proposed change(s).

12. Final Authority

The final authority to award contracts as a result of this RFP rests solely with the Central Virginia WDB.

C. Anticipated Schedule for RFP Submission, Review, and Award

- RFP Released: October 2, 2020 (Available on WDB's website)
- Proposals Due: October 22, 2020 (Must be received by the Central Virginia WDB no later than 4:00 p.m. Eastern Standard Time)
- Evaluation Committee Review: Between October 22 and November 13, 2020
- WDB Meeting and Recommendation: November 17, 2020
- Intent to Award Posted: By November 30, 2020
- Contract begins on December 15, 2020

The Central Virginia WDB reserves the right to make changes to the above timeline.

Submission Details: Proposals are due **no later than 4:00 p.m. on October 22, 2020** and must be received at the following address:

Tim Saunders
Business Engagement and Outreach Coordinator
tim.saunders@vcwcentral.com
Central Virginia Workforce Development Board
828 Main Street, 12th Floor
Lynchburg, VA 24504-1522
Fax: 434-845-3493

One hard-copy original and three copies are required, along with an electronic version in Word or PDF format. The electronic version may be submitted on a USB drive with the hard copies, or by email to: tim.saunders@vcwcentral.com

The WDB does not dictate specific strategies so that bidders can exhibit their innovative ideas and approaches, to be combined with their experience and success, in conveying how they might provide services in Central Virginia. However, for review purposes, proposals should be organized using the following outline, with no more than 20 pages total (excluding attachments):

I. Cover Sheet (Attachment A)
II. Organization information (Background, mission, administrative structure, experience in providing virtual services)
III. Description of virtual platform and service delivery approach
IV. Key features and elements that support the proposed platform
V. Proposed line-item budget, including breakdown of costs related to development, licensing, and ongoing technical support

Proposal Review Criteria Elements	
1	**Meets Program Objectives (0-25 Points)** • Vendor meets the overall objective and functions described in the Request for Proposals (RFP)
2	**Availability of Technical Support (0 – 25 Points)** • Vendor is available to assist WDB staff and platform users with implementation of services and resolution of technical issues arising on the platform.
3	**Experience with Virtual Services (0-25 Points)** • Vendor has experience with similar platforms detailed in the Request for Proposals (RFP)
4	**Cost (0-25 Points)** • The Respondent's budget information reflects reasonable costs for the services detailed in attachment
	TOTAL SCORE: 100 POINTS

A selection committee will review and score each RFP, place the RFP in rank order, and present the results along with their recommendation to appropriate Central Virginia WDB committees and board members for final review and approval.

Attachment A

2020 Request for Proposals Cover Sheet
Central Virginia Workforce Development Board
Virtual Services Proposal

Please include as the cover to the proposal submission.

By my signature below, I attest that I have read the Request For Proposal (RFP) for the program above, and that to the best of my knowledge and belief, all information in this application is true and correct, that the applicant understands and accepts all requirements and procedures stated therein, that the document has been duly authorized by the governing body of the applicant, and that the applicant will comply with all program guidelines terms, conditions and regulations if funding is awarded.	
Program Proposal	
Organization: (Legal Name and Address):	**Authorized Signatory:**
Name	Name
Address	Title
Email:	Signature
Phone	Date

Attachment B
Terms and Conditions

The successful proposer awarded a grant should assume that WIOA Terms and Conditions apply unless otherwise notified by the Central Virginia Workforce Development Board (Board). Upon award of a contract under provisions of this RFP, the entity to whom the award is made, must comply with the laws of Virginia, which require such entity to be authorized and/or licensed to do business in the State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful proposer from requirements that it be authorized and/or licensed to do business in the State; by submission of its signed application, the proposer agrees to subject itself and agency to the jurisdiction and process of the courts of the Commonwealth of Virginia as to all matters and disputes arising or to arise under any contract and the performance thereof, including any questions as to the liability for taxes, license or fees levied by the State. This contract is made, entered into, and shall be performed in the City of Lynchburg, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the contract resulting from the Request for Proposal, its interpretations, or its performance shall be litigated only in the City of Lynchburg General District Court or the Circuit Court for the City of Lynchburg, Virginia.

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

a. "May" is permissive.
b. "Will" is imperative.
c. "Subcontract" will mean any contract, agreement, or purchase entered into by the contractor with a third party for the purpose of procuring property and/or services under this contract.
d. The Virginia Community College (VCCS) as referenced in this document means the state administrative entity for the Workforce Innovation and Opportunity Act.
e. The Department of Labor (DOL) as referenced in this document means the federal cognizant agency and funding source for the Workforce Development Act.

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

2. Termination of Contract:
   a. Central Virginia Board reserves the right to terminate the contract immediately in the event that the Successful Bidder discontinues or abandons the performance; if adjudicated bankruptcy, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
   b. Failure of Successful Bidder to comply with any section or part of this contract will be considered grounds for immediate termination of the contract by Central Virginia Board.
   c. Notwithstanding anything to the contrary contained in the contract between Central Virginia Board and the Successful Bidder, Central Virginia Board may, without prejudice

to any other rights it may have, terminate the contract for convenience and without cause, by giving 30 days written notice to the Successful Bidder.

d. If the termination clause is used by Central Virginia Board, the Successful Bidder will be paid by Central Virginia Board for all services satisfactorily performed by the Successful Bidder up to the termination date set in the written termination notice.

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

4. Termination of Convenience. The performance of work under this contract may be terminated, in whole or from time-to-time in part, by the Board Staff Representative whenever for any reason the Board Staff Representative will determine that such termination is in the best interest of the Board. Termination of work hereunder will be effected by delivery to the contractor.

   a. Notice of Termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective. b. After receipt of the Notice of Termination, the contractor will cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment, and miscellaneous items. In addition, the contractor will exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering personal services that extend beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such canceled commitments, the contractor agrees to each of the following:

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

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

6. Disputes.
    a. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by agreement, will be decided by the Board Staff Representative, who will reduce the decision to writing and mail or otherwise furnish a copy of it to the contractor. The decision of the Board Staff Representative will be final and conclusive unless, within thirty (30) calendar days from date of receipt of such decision, the contractor mails or otherwise furnishes to the Board Staff Representative a written appeal addressed to the Board. The decision of the Board, or its duly authorized representative for the determination of such appeals, will be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the contractor will proceed diligently with the performance of the contract and in accordance with the Staff Representative's decision. If not satisfied with local board resolution, the contractor may also have an option to seek potential recourse through state's WIOA complaint policy process as may be applicable.
    b. The "Disputes" clause does not preclude consideration of legal questions in connection with decisions provided for in paragraph "a" above, PROVIDED that nothing in this contract will be construed as making final the decision of any administrative official, representative, or board on a question of law.

7. Contract Modifications. Modifications to this contract can be effected only through the following methods:
    a. The Board Staff Representative, when necessary, will modify the contract: 1. By use of the "Changes" clause, or
    2. For administrative reasons (such actions have no effect on performance required or terms of the contract).
    b. The contractor may recommend revisions to the Board Staff Representative. When the contractor desires to recommend revisions to the Board Staff Representative, the recommendation will be submitted in writing with complete budget adjustment. The contractor will submit the applicable revised budget page(s) with the recommendation. No modification to the contract may be implemented until finalized, unless specific written permission is granted by the Board Staff Representative.

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

9. Eligibility Certification. The contractor agrees that all participants in this contract must be certified eligible. Eligibility will be performed and documented by the contractor with periodic review by Board staff.

10. Nondiscrimination

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

b. Participants under this program will be subject to the same rules and regulations, and will receive no less than those benefits/services of other employees similarly employed or trainees of the contractor.

c. Contractor will also comply with the requirements of the Virginia Fair Employment Act.

d. During the performance of the contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. ii. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer. iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. iv. The contractor will include the provisions of the foregoing paragraphs i, ii, and iii in every subcontract or purchase order over $10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

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

12. Availability of Funds. It is understood and agreed between the Service Provider and the Board that the Board will be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

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

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

15. Payments. Payments for contract services shall be cost reimbursement only. No payment shall be due the contractor for work performed prior neither to the effective date nor beyond the termination date of the contract.

In accordance with Va. Code Section 2.2-4354, the successful proposer who becomes contractor agrees that:

Should any subcontractor be employed by the contractor for the provision of goods or services under this Contract, the contractor agrees to the following:

(a) The contractor shall, within seven days after receipt of any payments from the WDB pursuant to this Contract, either:

- **(1).** Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or
- **(2).** Notify the WDB and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

(b) The contractor shall require (i) individual subcontractors to provide their social security numbers and (ii) proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

(c) The contractor shall pay interest to the subcontractors, at the rate of one percent per month on all amounts owed to the subcontractor that remain unpaid after seven days following the receipt of payment from the WDB for goods or services provided under this Contract, except for amounts withheld under subparagraph (a)(2).

(d) The contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractors.

(e) The contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the WDB.
(f) No contract modification shall be allowed for the purpose of providing reimbursement for the interest charge. No cost reimbursement claim shall include any amount for reimbursement for these interest charges.

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

17. Property Accountability.
    a. All consumable property acquired through cost reimbursement contracts, unless specifically exempted, shall revert to the Board upon the termination of this contract. The Board may, however, assign such property to the contractor for use under another or a subsequent contract.
    b. The contractor assumes responsibility for inventory control, maintenance, and physical security of non-consumable Board property.
    c. All requests for purchase or rental of non-consumable property must be approved by the Board Staff Representative (or duly-authorized representative) prior to purchasing or any commitment to purchase or acquire. (Approval of budget figures for purchasing and/or renting non-consumable property does not constitute approval for purchase or rental.)
    d. Inventions and Patents -- The contractor will report promptly and fully to the Board any program which produces patentable items, patent rights, processes or inventions in the course of work under the WIOA contract. Unless the contractor and the Board previously agreed on the disposition, the Board will determine whether protection of the invention or discovery will be sought. The Board will also determine how the invention or discovery rights, including rights under any patent issued thereon, will be allocated and administered.

18. Loss or Theft of Federal Property. All equipment or other non-consumable property purchased through cost reimbursement contracts is Board property. In any instance of loss or theft of such property, the contractor will take the following minimum actions:
    a. Report the loss or theft to local police and request a copy of the police report; and
    b. Report the loss or theft in writing to the Board Staff Representative with a copy of the report to the Property Officer and a copy to the contractor's file. Include in the report at least the following:
        1. A description of the missing article of property including the cost, serial number, WIOA tag numbers, and other such pertinent information; 2. A description of the circumstances surrounding the loss or theft; and
        3. A copy of the police report or, should the police not make such information available, a description of the report made to the police, including the date and name of the police officer who declined to make the police report available.

19. Reporting Requirements in General. Each contractor will submit periodic reports as required. Required information will be submitted no later than the date specified at the time of the request.

20. Court Actions. The contractor agrees to give the Board immediate notice in writing of any action or suits filed and prompt notice of any claims made against the contractor, subcontractor, or any of the parties involved in the implementation and administration of the WIOA program.

21. Inspections, Monitoring and Audits by the Board

a. All contractor operations incident to performance under this contract will be subject to inspection by the Board Staff Representative (or duly-authorized representative) to the extent reasonable and practicable at all times and places during the contract period. Instances of contractor non-compliance with requirements of this contract will be properly corrected. Failure to correct these discrepancies promptly is cause for termination of this contract for fault, as provided under "Termination for Default." The inspections by the Board Staff Representative (or duly-authorized representative) do not relieve the contractor from any responsibility for failure to meet contract requirements, which may be discovered at a later date.

b. Local board monitoring will test compliance with the appropriate requirements for grants and agreements applicable for each type of entity receiving the funds.

Monitoring requirements include but are not limited to:

i. Compliance with WIOA, federal regulations (including OMB Circulars A-87 and A-122), state policies and procedures. This includes appropriate reviews of procurement, performance, and resolution of audit findings including those of subrecipients in addition to other areas for review (Section 667.410(a) (1) and (2)).

ii. Expenditures: On-site reviews of financial records and the source documents, i.e., invoices, receipts, vouchers, cancelled checks, time sheets, etc.

iii. Eligibility: On-site reviews of programmatic records, i.e., participant files including paper and computer case management files, eligibility, and supportive services documentation.

iv. For compliance with WIOA eligibility requirements of services and support payments being received, ensure verification of attendance and satisfactory progress for participants who are enrolled in training. Program operators should verify training status with schools.

v. Reviewing reports submitted by sub-recipients including MIS, financial and performance data.

vi. Reviews with the sub-recipients of any exceptions, issues, or lack of internal controls found. vii. Mutually agreed upon written plans for corrective action (if appropriate).

viii. Formal written reports of results of the reviews. Any findings or questioned costs should be addressed in the finding and determination resolution process.

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

22. Liability Clause. The Board has no liability with respect to bodily injury, illness, or any other damages or loss to person or property, or claims in respect to any such injury, illness, damages, or losses whether concerning persons or property in the contractor's organization or third parties. The contractor will obtain a public liability insurance policy in accordance with Virginia State law. Premiums chargeable for the insurance will be paid by the contractor. The contractor shall have in force, at minimum, the insurance coverage set out in this section during the entire

term of this Agreement. Prior to the execution of this Agreement, the contractor shall provide Council with a Certificate of Liability Insurance evidencing that the insurance coverage as required herein is in effect. Such certificate shall be attached with the submitted proposal. The contractor shall notify the Council thirty (30) calendar days prior to the cancellation or material change of such coverage (excluding coverage reduction for claims filed) or any change in the insurance carrier. Required Insurance Coverage:

a. Workers' Compensation covering all employees as required by Virginia law and Employers' liability with the following limits:

1. Each accident: $500,000.00 2. Disease - policy: $500,000.00
3. Disease – each employee: $500,000.00

b. Professional Liability (no less than): $2,000,000.00

c. Commercial General Liability with the following limits:

1. General Aggregate: $2,000,000.00 2. Products – Comp/Op Aggregate: $1,000,000.00
3. Personal & Advertising Injury: $1,000,000.00
4. Each Occurrence: $1,000,000.00 5. Fire Damage: $ 100,000.00
6. Medical Expense: $ 5,000.00

d. Comprehensive Automobile Liability with the following limits:

1. Combined Single Limit: $1,000,000.00

e. Excessive Liability, Umbrella Form: $2,000,000.00 each occurrence and aggregate

23. Assurances.

Although this section specifically references Workforce Development Act laws and regulations, the bidder should assume that the same laws and rulings are in effect for the Workforce Innovation and Opportunity Act until otherwise notified. The contractor/recipient/sub-recipient/sub-contractor must comply with the following federal regulations and requirements:

(1) 29 CFR Part 17, dated 7/1/91 (Executive Order 12372) and any amendments thereto;
(2) 35 Federal Regulations 32874 et seq. (1973) or any replacements and subsequent revisions or amendments thereof;
(3) 2 CFR 200 Uniform administrative requirements, cost principles, and audit requirements for federal awards
(4) 48 CFR Part 31 (applies to commercial organizations);
(5) 29 CFR Part 95 which codifies OMB A-122;
(6) 29 CFR Part 97 which codifies OMB A-87;
(7) Section 504 of the Rehabilitation Act of 1973, as amended;
(8) Section 508 of the Rehabilitation Act of 1973, as amended;
(9) Age Discrimination Act of 1975, as amended;

(10) Title IX of the Education Amendments of 1972, as amended;
(11) Section 188 of the Workforce Innovation and Opportunity Act of 2014 and Section 188 of the Workforce Development Act of 1998 (WIA);
(12) Title II Subpart A of the Americans with Disabilities Act of 1990, as amended;
(13) Title VI of the Civil Rights Act of 1964, as amended;
(14) Title VII, Civil Rights Act of 1964, as amended, Section 2000e-16, employment by Federal Government;
(15) Equal Pay Act of 1963, as amended;
(16) 29 CFR Part 37: Implementation of the Nondiscrimination and Equal Opportunity
(17) Provisions of the Workforce Development Act of 1998 (WIA);
(18) Executive Order 13160 Nondiscrimination on the Basis of Race, Sex, Color, National Origin, Disability, Religion, Age, Sexual Orientation, and Status as a Parent in Federally Conducted Education and Training Programs;
(19) Jobs for Veterans Act Public Law 107-288 and 20 CFR Part 1010;
(20) Executive Order 13145 to Prohibit Discrimination in Federal Employment Based on Genetic Information;
(21) Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and
(22) Executive Order 11478 Equal Employment Opportunity in the Federal Government.
(23) Will establish and use internal program management procedures sufficient to prevent fraud and program abuse.
(24) Will maintain auditable and otherwise adequate records, which support the expenditure of all funds under its contract.
(25) Will comply with the child labor requirements of the Fair Labor Standards Act or the Child Labor Laws of Virginia, whichever is more restrictive.
(26) Will comply with the provisions of the Hatch Act, which limits the political activity of certain state and local government employees.
(27) Will, for contracts in excess of $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.C. 18578(c)(1)] or the Federal Water Pollution Control Act [33 U.S.C. 1319(c)] and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, assure that: No facility to be utilized in the performance of the contract has been listed on the EPA List of Violating Facilities.2. The contractor will notify the Board Staff Representative of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.3. The contractor will include substantially this assurance, including this third part, in every non-exempt subcontract.
(28) Will comply with the Executive Order 11246 (Equal Employment Opportunities), the Copeland "Anti-Kick-Back" Act, and the Davis-Bacon Act, whenever the Act's provisions apply to the contract.
(29) Will comply with all applicable provisions of the Americans with Disabilities Act.
(30) Assures that there is no debarment that would prevent award of federal funds.

The contractor also certifies, agrees and assures as follows:

(31) That the contractor is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on the contracts for the type of goods and/or services covered by this solicitation, nor is it an agent of any person or entity that is currently debarred.

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

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

(33) By submitting its proposal, the contractor certifies that it does not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

(34) By submitting its proposal, the contractor certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other vendor, supplier, manufacturer or subcontractor in connection with its proposal, and that it has not conferred with any employee having official responsibility for this procurement transaction, and have not received any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

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

(a) Commencement of processing or use of such property and/or materials developed in the performance of the contract, or

(b) Reimbursement of the cost thereof by the Board in whole or in part, whichever first occurs. Title to Property will not be affected by the incorporation or attachment thereof to any

property and/or materials not owned by the Board or any part thereof which becomes a fixture or loses its identity or personality by reason of affixation to any realty. 29. Ownership of Materials. The Virginia Community College System, the U.S. DOL, and the Board will have unlimited rights to any data, materials, reports, studies, photographs, negatives, films, videos, or other documents first produced or delivered under this contract.

30. Order of Precedence. In the event there are inconsistencies or conflicts in the contract, unless otherwise provided therein, the inconsistencies shall be resolved by giving precedence in the following order: The Workforce Innovation and Opportunity Act, State Procurement Regulations, the regulations as approved by the Secretary of Labor, and these Terms and Conditions.

31. Federal Rules and Regulations. This contract is under the Commonwealth of Virginia Procurement Regulations and the contractor agrees to abide by these and all present or future rules and regulations imposed upon the WIOA.

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

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

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

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

a. General Assurance Every reasonable course of action will be taken by the service provider in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This contract will be administered in an impartial manner, free from personal, financial, or political gain. The service provider, its executive staff and employees, in administering this contract, will avoid situations,

which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

b. Conducting Business Involving Relatives. No relatives by blood, adoption, or marriage for any executive or employee of the service provider will receive favorable treatment for enrollment into services provided by, or employment with, the service provider. The service provider will also avoid entering into any agreements for services with a relative by blood, adoption, or marriage. When it is in the public interest for the service provider to conduct business (only for the purpose of services to be provided) with a relative, the service provider will obtain approval from the Board Staff Representative before entering into an agreement. All correspondence will be kept on file and available for monitoring and audit reviews.

c. Conducting Business Involving Close Personal Friends and Associates: Executives and employees of the service provider will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the service provider to conduct business with a friend or associate of an executive or employee of the service provider, a permanent record of the transaction will be retained.

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

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

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

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

39. Audit. The Service Provider will have an independent audit performed annually. The service provider will ensure that the auditor, immediately and in writing, notifies the Board of possible acts of fraud discovered during the performance of the audit. The Service Provider will ensure the auditor issues the Board a copy of the audit report upon its completion. The Board, Virginia Community College System, and the Virginia Auditor of Public Accounts will determine the acceptability of the audit reports. The Board will provide the Virginia Community College System with written documentation of the disposition of all questioned costs and administrative

finds in the audit. The disposition must detail actions taken and include appropriate supporting documentation. A determination of allowability of questioned costs will not be deemed final until accepted by the U.S. DOL Grant Officer.

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

41. Public Announcements. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing or promoting projects or programs funded in whole or in part with federal money, the contractor and any subcontractors receiving funds pursuant to this contract will clearly identify:

- The percentage of the total costs of the program or project that will be financed with federal money.
- The dollar amount of federal funds for the project or program, and
- The percentage and dollar amount of the total cost of the project or program that will be financed by non-federal sources.
- Central Virginia Workforce Board as the source of such funding

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

43. Any legal determination, or determination by an authorized state or federal oversight or compliance entity, that renders a portion of this contract null and void will not negate the enforcement and validity of the remainder of the contract.

44. Indemnification: The contractor agrees to indemnify, defend and hold harmless the Central Virginia Workforce Development Board (WDB), its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by any services of any kind or nature furnished by the vendor/contractor, provided that such liability is not attributed to the sole negligence of the WDB. These provisions apply to each sub-tier vendor performing under the primary contract.

45. Each paragraph and provision of the resultant contract will be severable from the entire contract and if any provision is declared invalid, the remaining provisions shall remain in effect.

Attachment C
Budget Information

Respondent is required to complete the Budget Form below. In preparing the budget, the respondent shall itemize the costs that will be required to provide the Virtual Services described herein.

Items listed below shall be factored into preparation of the budget form:

a. Salaries: Describe any salaries that are proposed. The respondent shall provide a breakdown of staff position title, # of staff. full-time equivalent (FTE), and annual salary. A description of the staff's role and responsibility with justification as to their role for the Virtual Services shall be included in the narrative section of the Salaries and Fringe Detail.

b. Fringe: Describe any fringe that is proposed. A description of each fringe shall be included in the narrative section of the Salaries and Fringe Detail.

c. Describe any operating expenses that are proposed and justification as to its need in the narrative section of the Budget Form.

d. Describe any indirect, overhead and allocated costs that are proposed, how the indirect was determined, and what general costs are included in the rate. If indirect costs are included in the budget, the Respondent must have an approved indirect cost rate (ICR) and shall provide a copy of the current approved ICR agreement with the Budget Form.

e. If management and/or profit is applicable, explain how it is calculated in the narrative section of the budget form and justification as to the need.

All proposals will be evaluated based on cost-effectiveness in relation to high quality service delivery. To accomplish this, Central Virginia WDB staff shall conduct an analysis of proposed costs during the proposal review process. Respondents are therefore encouraged to submit their best offer for providing the services solicited in this RFP and to thoroughly describe and justify the proposed costs. This analysis shall be conducted to ensure that the proposed costs are necessary, fair and reasonable and to ensure that the costs are directly associated with carrying out only the proposed services.