Request for Proposals

Enterprise Business System (EBS)
RFP# EBS-1

HAMPTONROADS
WORKFORCECOUNCIL
ONE REGION. ONE WORKFORCE. ONE ECONOMY.

Hampton Roads Workforce Council
Finance Department
999 Waterside Drive, Suite 1314
Norfolk, Virginia 23510
(757) 314-2370
www.theworkforcecouncil.org

Issue Date: February 1, 2023
Preproposal Conference: February 13, 2023
Closing Date and Time: March 6, 2023, 4:00 P.M. Eastern Time

This communication serves to apprise you and your firm of the above Request for Proposal (RFP) for Enterprise Business System. We invite you and your firm to respond to this RFP. Please carefully review all sections of the RFP, paying particular attention to the closing date and time listed above and within the body of the RFP.

All Inquiries For Information Should Be Directed To:
Stacey Daniels-Fayson, Chief Financial Officer
(757) 314-2370 ext. 101 (voicemail)
(757) 987-0326 (cell)
Sdaniels-fayson@theworkforcecouncil.org

REQUEST FOR PROPOSAL (RFP)
ENTERPRISE BUSINESS SYSTEM
HAMPTON ROADS WORKFORCE COUNCIL

Issue Date: February 1, 2023

Title: Enterprise Business System

Issuing Agency: Hampton Roads Workforce Council
999 Waterside Drive, Suite 1314
Norfolk, Virginia 23510

Period of Contract: From Date of Award through two years with up to three (3) one-year renewals.

Proposals Will Be Received Up to March 6, 2023 until 4:00 P.M Eastern Time For Furnishing the Services Described Herein.

All inquiries for information should be directed to: Stacey Daniels-Fayson, Chief Financial Officer at sdaniels-fayson@theworkforcecouncil.org or (757) 314-2370 ext. 101.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, THEN DELIVER TO:
Hampton Roads Workforce Council, Department of Finance, Attention: Stacey Daniels-Fayson
999 Waterside Drive, Suite 1314, Norfolk, Virginia 23510.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offerors and Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation. The Undersigned Further Certifies That He/She Is Authorized To Sign This Document On Behalf Of The Submitting Firm.

_____ Date:_____
Name of Firm

_____ By:_____
Address Signature in ink

_____ Name:_____
City and State (Print or Type Name)

_____Zip Code: _____ Title:_____

FEI/FIN NO. _____ Phone: (____)_____

E-mail: _____ Fax: (____) _____

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ENTERPRISE BUSINESS SYSTEM RFP

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ATTACHMENT(S):

- Detailed General, Technical, and Functional Requirements – Attachment A - Excel Spreadsheet
- Certificate of Non-Segregated Facilities – Attachment B
- Statement of Offeror's Qualifications – Attachment C
- Non-collusive Affidavit – Attachment D
- Disclosure of Lobbying Activities – Attachment E - PDF Document
- Standard Form 424B Standard Assurances (Non-Construction Programs) – Attachment F – PDF

I. PURPOSE

The Hampton Roads Workforce Council (THE WORKFORCE COUNCIL) is soliciting proposals from qualified offerors offering proven, integrated solutions to implement an Enterprise Business software system that is web-based and integrates workflow to eliminate manual processes. A list of functional requirements is included in attachment A.

THE WORKFORCE COUNCIL seeks a qualified offeror who can demonstrate organizational, functional, and technical capabilities, as well as the experience, expertise, and qualifications necessary to provide and support a fully integrated and proven Enterprise Business System to include both implementation and ongoing maintenance and support.

HWRC reserves the right to make multiple awards. The term of the initial contract will be from the date of award through two years following the date of award and renewable for up to three additional one-year periods thereafter.

THE WORKFORCE COUNCIL is an Equal Opportunity Employer/Program.

II. BACKGROUND

THE WORKFORCE COUNCIL oversees federally funded workforce development programs for all localities in the Hampton Roads region, including Chesapeake, Franklin, Gloucester, Hampton, Isle of Wight, James City, Newport News, Norfolk, Poquoson, Portsmouth, Southampton, Suffolk, Virginia Beach, Williamsburg, and York.

THE WORKFORCE COUNCIL ensures the strategic alignment of regional efforts focused on attracting, training, and retaining talent, which drives economic growth in the region. THE WORKFORCE COUNCIL's programs prepare the existing and emerging workforce to meet the needs of the business community, attracts high quality employment to the region, and support new, high-growth innovative enterprises. THE WORKFORCE COUNCIL's workforce development efforts address critical labor challenges in burgeoning local industries, including maritime, healthcare, information technology, manufacturing, logistics, and construction.

As the largest workforce board in Virginia, THE WORKFORCE COUNCIL represents 25% of the state's WIOA funding and is governed by a Board of Directors consisting of more than 50 representatives from local corporate, academic, and community-based organizations. THE WORKFORCE COUNCIL employees a team of 77 workforce development professionals who collectively serve more than 14,800 adults and 3,000 youth annually. THE WORKFORCE COUNCIL also provides talent acquisition assistance to approximately 4,000 employers each year. THE WORKFORCE COUNCIL manages a robust fund development effort through its 501c3 nonprofit affiliate, the Hampton Roads Workforce Foundation.

THE WORKFORCE COUNCIL manages multiple programs and services, which focus on workforce development for specific populations and localities. Workforce Council programs are funded by a combination of federal government, local government, foundation, and corporate stakeholders. These programs would include but are not limited to the following: the Virginia Career Works of Hampton Roads, the Hampton Roads Veteran Employment Centers, NextGen, and Campus 757.

- Through Virginia Career Works Hampton Roads, THE WORKFORCE COUNCIL provides strategic workforce development solutions designed to assist business in accessing qualified workers and job seeks in search of suitable job openings and training opportunities to bolster their earning potential.

- The Hampton Roads Veterans Employment Centers provide a unified community process that advances employment opportunities for military spouses, student veterans, transitioning service members and those that have served in the United States Military.

- The NextGen programs provide career exploration, job preparation, and financial literacy education to youth and young adults ages 14-24.

- Through the Campus 757 program, THE WORKFORCE COUNCIL connects university students with employers throughout the Hampton Roads region. The program serves to inform and guide students with programs and resources to launch their careers and establish a home base in Hampton Roads.

The total budget for THE WORKFORCE COUNCIL in the 2022-2023 fiscal year is approximately $22.6 million, 45% of which originates from federal WIOA formula funding. Other federal and state grants comprise approximately 35% of the agency's

funding, and non-governmental grants, including funds raised through the Hampton Roads Workforce Foundation, comprise approximately 20% of the agency's funding.

III. STATEMENT OF NEEDS

The offeror(s) shall furnish all labor and resources to provide an Enterprise Business System for HWRC. The selected offeror(s) shall provide for Enterprise Business System software for use by HWRC with features that will support the following major requirements:

- Finance/Accounting
  - General Ledger
  - Accounts Payable
  - Accounts Receivable
  - Fixed Assets
  - Grant Management
  - Bank Reconciliation

- HR System
  - Recruitment and Retention
  - Onboarding
  - Time & Attendance
  - Benefits Administration
  - Payroll Management
  - Application Management
  - Performance Management
  - Employee Data Management

- Budgeting
  - Consolidated Budget Reporting

- Procurement
  - Contract Administration
  - Contractor Reporting
  - Contract Tracking
  - Contract/Purchase Order Connectivity

- Reporting
    - Financial
    - Executive Reporting

The major requirement areas listed above are general groupings of functional requirements for the new system. The details for the desired features are stated in the Comprehensive System Questionnaire (Attachment A). Please indicate your ability to provide these features by responding to the questions in this Excel spreadsheet as further described in the RFP. Several functional requirements are located on separate worksheets in the spreadsheet. Please review all the tabs at the bottom of the spreadsheet if the document is being reviewed electronically.

A. Detailed Functional, General, and Technical Requirements:
The Detailed Functional, General, and Technical Requirements for the desired software are contained in Attachment A (an Excel spreadsheet containing a Comprehensive System Questionnaire). All offerors shall include an electronic copy of this questionnaire in their response to the RFP. Emails will not be accepted. Responses to this questionnaire are to be made by utilizing the Response Codes provided in the Excel document. The Response codes are summarized as follows:

- I Included in current product offering: No modifications are required for the delivered software package to meet the requirement. Table values or other configurations set-up may be required.

- F Targeted in future release: The requirement cannot be met in the current release but is currently under development for a future release of the software package within twelve months. Comments must include the release number and planned release date.

- N New functionality: Modifications required to meet the requirement involve the development of new functionality using the offeror's supplied tools or with other programming tools. Comments should include a view of where this fits into the offeror product roadmap.

- C Custom request: Modifications required to meet the requirement involve the development of new functionality using the offeror's supplied tools or with other programming tools. Comments must include a cost and timeframe for implementation.

- T Third party product recommended: The requirement cannot be met satisfactorily by the software product, but a third-party product is available that can meet the requirement. Comments must include the offeror name, cost and whether an interface between the two products has already been developed.

- X Not feasible: the software product cannot meet the requirement. A third-party product is not available. Modification with offeror tools/custom programming is not recommended.

B. Mandatory Requirements:
THE WORKFORCE COUNCIL has identified mandatory requirements within its functional and technical requirements matrix. If an offeror is not able to provide this functionality within the current software solution, they are encouraged to offer solutions such as a third party or software enhancements to accommodate the mandatory requirement.

C. Enterprise Solution Preferred but not Required:
THE WORKFORCE COUNCIL prefers an enterprise business software solution that will accommodate all its business needs. Should an offeror not provide software solutions for specific functional business areas but offers the best solutions for the remaining business areas, THE WORKFORCE COUNCIL may choose to select multiple solutions or not select a solution at all. For example, Human Resources may require stand-alone software solutions. Offerors satisfying only a portion of the total requirements are encouraged to respond.

D. Project Management:
Offerors shall provide project management services throughout the duration of the initial contract period and any extension executed thereafter to ensure a successful and timely conversion. The selected offeror(s) shall assign by name a project manager prior to project kick off. The project kick off meeting must occur no later than thirty calendar days following contract signing.

E. Acceptance Testing:
The selected offeror(s) must agree to acceptance testing provisions in the contract ensuring that the software is functioning in accordance with specifications and as described in the proposal. Consideration must be made in the contract for non-compliance.

F. THE WORKFORCE COUNCIL Technical Architecture:

Server architectures

- Windows Server 2008r2 & 2012r2 Server 2019

Directory services

- Azure Active Directory

Connectivity architecture

- Coax speeds between 100-1000 mbps

LAN

- 10/100/1000

Desktop architecture

- Windows 10 & Windows 11

Current Enterprise Business System

- Sage 300 - Number of users: 5
- iSolve Employee – Number of users: 97
- Employee Navigator – Number of users:97
- Sales Force – Number of Users: 6
- Fluxx Grant Seeker – Number of users: 3

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

A. RFP Response:

1. To be considered for selection, offerors must submit a complete response to the RFP. One (1) original and five (5) copies of each proposal must be submitted to THE WORKFORCE COUNCIL on or before the closing date. Offerors must also include an electronic copy with the response to the RFP. The electronic copy can be on a CD or removable mobile device. Facsimile or electronically submitted proposals will not be accepted. Offerors assume sole and full responsibility for the timely delivery of the proposals. Late proposals will not be considered. All proposals will become a part of THE WORKFORCE COUNCIL's official files and will not be returned to the offeror.
2. The proposals shall be in a sealed envelope or sealed package and addressed as directed on Page 1 of the solicitation. The sealed envelope or sealed package should be clearly marked and identified in the lower left corner as follows:

   Request for Proposal: Closing Date March 6, 2023, at 4:00 P.M. Eastern Time
   RFP #EBS-1
   Authorized Contact Person: Stacey Daniels-Fayson, Chief Financial Officer
   Telephone Number of Contact Person: (757) 314-2370

B. Proposal Preparation:

1. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in THE WORKFORCE COUNCIL requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by THE WORKFORCE COUNCIL. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
2. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

3. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted in an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
4. As used in this RFP, the terms "must", "shall", "should", and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable and would be useful, although their absence will not have a large impact and are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an offeror to satisfy a "must" or "shall" requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror's proposal.
5. Each copy of the proposal should be bound or contained within a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
6. Ownership of all data, materials, and documentation originated and prepared for THE WORKFORCE COUNCIL pursuant to the RFP shall belong exclusively to THE WORKFORCE COUNCIL and be subject to public inspection in accordance with the *Virginia Freedom of Information Act.* Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of §2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some

distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

C. Oral Presentation:

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to THE WORKFORCE COUNCIL. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. THE WORKFORCE COUNCIL will schedule the time and location of these presentations. Oral presentations are an option of THE WORKFORCE COUNCIL and may or may not be conducted.

D. Specific Proposal Instructions:

Proposals should be as thorough and detailed as possible so that THE WORKFORCE COUNCIL may properly evaluate your capabilities to provide the required goods/services.

Offerors are required to submit the following items as a complete proposal:

1. The RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required. Provide the name(s) of the person(s) who will be authorized to make representations for the offeror, their titles, addresses, and telephone numbers. Provide information that the person signing the RFP is authorized to bind the firm(s).

2. Statement of Offeror's Qualifications, attachments to the RFP, and other specific items or data requested in the RFP. A certificate of insurance (or other evidence of insurance satisfactory to THE WORKFORCE COUNCIL) as to the professional liability insurance requirements.

3. A written narrative statement to include:
   a. The offeror's understanding of the work to be performed in the RFP. Describe the methodology the offeror will utilize in satisfying the requirements of the RFP.

b. Specific plans for providing the goods/services identifying the options hosted software access anytime anywhere, and on any device.

c. Provide information relating to your firm to include size by number of employees, financial assets, number of clients, and other information related to the financial stability of the firm.

d. Provide the names, qualifications and experience of personnel that will be assigned to the project. Provide a complete detailed resume of the offeror (including, but not limited to, a summary of the individuals assigned to the project, other staff members, and technological capabilities of the offeror) and other relevant information which would demonstrate the capacity, resources, experience, and expertise of the offeror in performing the described services. Provide the names of any firm(s) that have agreed to assist the offeror in providing any of the services listed in the RFP's Statement of Needs, along with the percentage of participation and a description of the relationship of the offeror to such firm(s) (e.g., joint venture, subcontract, etc.). Describe the offeror's overall experience in providing the services described in the RFP.

e. Describe the training (user and technical) and conversion services that will be available to HWRC.

f. Provide information regarding the software product, installation, and maintenance. Include the product description, notable features, and the ability to interface with other public housing and community revitalization software systems.

g. A list of at least three (3) references where the offeror has provided an Enterprise Business System. Include the organization, contact name, title, location, telephone, and email address. Provide information on past and current contracts. Additionally, provide the following information:

h. Provide a list of full integrations of Enterprise Business Systems completed. Describe the installation and conversion process to include the installation process, installation verification, data conversion process, and the data conversion verification.

i. Provide the following:
   - Proposed installation and data conversion schedule
   - Maintenance and warranty information
   - Types of users and technical support
   - System response times
   - Security features
   - Compliance with Federal Grant reporting requirements
   - Specifications for hosted services
   - Software upgrades/patches

V. EVALUATION AND AWARD CRITERIA

A. Evaluation of proposals will be based on the following criteria:

1.	**Functional, Business, Technical and General Requirements**: Specific plans and methodology of the offeror's software solution to meet the functional, business, technical, and general requirements in the RFP.	35
2.	**Expertise, Qualifications and Experience**: Expertise, qualifications, and experience in providing the services outlined in the RFP. References, past and present contracts, and experiences with providing software solutions to Workforce Development Entities. Information regarding the size of the firm, staffing, and financial stability.	25
3.	**Implementation, Strategy, Approach, & Methodology:** Implementation services including software installation approach; ability to accommodate THE WORKFORCE COUNCIL technical and project methodologies, standards, and technical training for internal IT staff. Support services: including on-going maintenance, new releases, support of Federal Grant Mandated changes and responsiveness, user and technical help desk. Conversion services: including data conversion methodology, testing process, and go-live support. Plan and schedule: offeror's plan and time schedule for the proposed software solution implementation, training, and conversion. Training services: training services offered including approach options, methodology (test/training software availability) for end users	25
4.	**Total Price:** Total Costs including specialty hardware (excludes servers and desktops), software, installation, implementation, project management, and training. Include any additional costs.	15
	TOTAL	**100**

B. Award to Multiple Offerors:

Selection may be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals based on the evaluation factors included in the Request for Proposals, including price, if so, stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, THE WORKFORCE COUNCIL shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. THE WORKFORCE COUNCIL reserves the right to make multiple awards because of this solicitation. THE WORKFORCE COUNCIL may cancel this Request for Proposals or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia* § 2.2-4359D). Should HWRC determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the offeror's proposal as negotiated.

VI. REPORTING AND DELIVERY INSTRUCTIONS

The offeror(s) shall provide the following immediately following contract signing:

- A detailed project plan customized for and agreed to by THE WORKFORCE COUNCIL, including a Microsoft Project Plan showing tasks, start and finish dates, predecessor relationships, float time, resource assignments, and an associated bar chart for the implementation, training, and conversion timelines.

The offeror will also provide:

- Monthly status reports
- Monthly updates to the MS Project Plan
- Timely billing, which is to include itemized supporting detail: billing will be monthly or based on agreed upon milestones for implementation services as defined in the contract.

Note: The monthly reporting will continue until the successful completion of all the project software modules.

VII. PRE-PROPOSAL CONFERENCE

Pre-proposal vendor conference will be scheduled for each vendor separately on date described in section VIII by web. Attendance at the pre-proposal conference is not mandatory, please register by emailing sdaniels-fayson@theworkforcecouncil.org if you plan on participating. Offerors intending to participate in the pre-proposal conference should request meeting access information when registering.

The purpose of this conference is to allow potential offerors to ask questions and obtain clarifications relative to any facet of this solicitation.

While attendance at the conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Any changes resulting from this conference will be issued in a written addendum to the solicitation and posted on THE WORKFORCE COUNCIL'S website at www.theworkforcecouncil.org.

VIII. PROCUREMENT TIMETABLE

The expected procurement schedule is listed below. THE WORKFORCE COUNCIL reserves the right to change the procurement schedule. If changes are made, Offerors will be notified by THE WORKFORCE COUNCIL in the form of an addendum to this RFP, emailed directly to all registered Offerors and posted on www.theworkforcecouncil.org.

Procurement Event	Dates/Times
RFP Issued	February1, 2023
Pre-Proposal Conference (Non-Mandatory)	February 13, 2023 – 1:00 P.M. Eastern Time
Requests for Clarification and Questions	February 27, 2023 – 4:00 P.M. Eastern Time
Proposals Submission	March 6, 2023 – 4:00 P.M. Eastern Time
Complete Evaluations	March 31, 2023
Complete Contract Negotiations and Statement of Work	April 30, 2023
Finance and Executive Committees Review	May 2023
Board Approves Contract	June 21, 2023
Contract(s) Executed	June 22, 2023, to June 30, 2023
Implementation Begins	July 1, 2023

IX. GENERAL TERMS AND CONDITIONS

A. Applicable Laws and Courts:

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, City of Norfolk, and any litigation with respect thereto shall be brought in the courts of the Commonwealth. This contract is made, entered into, and shall be performed in the jurisdiction of the City of Norfolk, Commonwealth of Virginia. The offeror shall comply with all applicable federal, state, and local laws, rules, and regulations. The offeror shall procure any permits and licenses required for its business or the services to be provided by it hereunder.

B. Protest of the Award:

In accordance with Section 2.2-4360 of the Virginia Procurement Act, any offeror who desires to protest an award under this RFP shall submit the protest in writing to THE WORKFORCE COUNCIL at the address shown under section A of this RFP within ten (10) days after the award announcement. The written protest shall include the basis for the protest and the relief sought. THE WORKFORCE COUNCIL will issue a decision in writing within ten (10 days) stating the reasons(s) for the action taken.

C. Equal Employment Opportunity:

During the performance of this Contract, the Contractor agrees as follows:

(1) The offeror not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The offeror, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive

consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The offeror will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

D. Anti-Discrimination:

By submitting their proposals, offerors certify to THE WORKFORCE COUNCIL that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and §2.2-4311 of the *Virginia Public Procurement Act (VPPA).* If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body *(Code of Virginia, §2.2-4343.1E)*

In every contract over $10,000 the provisions in 1 and 2 below apply:

1) During the performance of this contract, the offeror agrees as follows:
   a) The offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any 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 offeror. The offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
   b) The offeror, in all solicitations or advertisements for employees placed by or on behalf of the offeror, will state that such the offeror is an equal opportunity employer.

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

2) The offeror will include the provisions of 1, above, in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or offeror.

E. Ethics in Public Contracting:

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction 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.

F. Immigration Reform and Control Act of 1986:

By submitting their proposals, offerors certify that they do 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.

G. Debarment Status:

By submitting their proposals, offerors certify that they are not currently debarred by THE WORKFORCE COUNCIL, The Commonwealth of Virginia, or the Federal Government from submitting offers or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

H. Antitrust:

By entering into a contract, the offeror conveys, sells, assigns, and transfers to THE WORKFORCE COUNCIL all rights, title, and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by THE WORKFORCE COUNCIL under said contract.

I. Clarification of Terms:

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact THE WORKFORCE COUNCIL Chief Financial Officer whose name appears on the face of the solicitation no later than five (5) working days before the due date. Any clarification of terms will be posted on THE WORKFORCE COUNCIL's official website at www.theworkforcecouncil.org, without further notice.

J. Payment:

1) To Primary Offeror

a. Invoices for items ordered, delivered, and accepted shall be submitted by the offeror directly to the payment address shown on the purchase order/contract. All invoices shall show the Agency contract number and/or purchase order number; social security number (for individual offerors) or federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment of less than 30 days, however.

c. All goods or services provided under this contract or purchase orders, that are to be paid for with public funds, shall be billed by the offeror at the contract price.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, the offeror should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, THE WORKFORCE COUNCIL shall promptly notify the offeror, in writing, as to those charges, which it considers unreasonable and the basis for the determination. An offeror may not

institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve THE WORKFORCE COUNCIL of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2) To Subcontractors:
   a. An offeror awarded a contract under this solicitation is hereby obligated:
      (1) To pay the subcontractor(s) within seven (7) days of the offeror's receipt of payment from THE WORKFORCE COUNCIL for the proportionate share of the payment received for work performed by the subcontractor(s) under the offeror; or
      (2) To notify THE WORKFORCE COUNCIL and the subcontractor(s), in writing, of the offeror's intention to withhold payment and the reason.
   b. The offeror is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under terms of the contract) on all amounts owed by the offeror that remain unpaid seven (7) days following receipt of payment from THE WORKFORCE COUNCIL, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. An offeror's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of THE WORKFORCE COUNCIL.

K. Precedence of Terms:

The following Terms and Conditions, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, CLARIFICATION OF TERMS, PAYMENT, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the state and federal procurement guidelines outlined in the Code of Virginia, Virginia Public Procurement Act shall apply.

L. Qualifications of Offerors:

THE WORKFORCE COUNCIL may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to THE WORKFORCE COUNCIL all such information and data for this purpose as may be requested. THE WORKFORCE COUNCIL reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. THE WORKFORCE COUNCIL further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy THE WORKFORCE COUNCIL that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated within.

M. Testing and Inspection:

THE WORKFORCE COUNCIL reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. Assignment of Contract:

A contract shall not be assigned by the offeror in whole or in part without the written consent of THE WORKFORCE COUNCIL. None of the required work shall be subcontracted by the offeror without the prior, written consent of THE WORKFORCE COUNCIL, which may be withheld by THE WORKFORCE COUNCIL in its sole discretion. The offeror shall be as fully responsible to THE WORKFORCE COUNCIL for acts and omissions of the offeror's subcontractors and of persons either directly or indirectly employed by its subcontractors, as the offeror is for the acts and omissions of persons directly employed by the offeror. The offeror shall include in each subcontract the offeror enters into for the provision of goods and services under this contract, all provisions required to be included in such subcontracts established elsewhere within this contract.

O. Changes to the Contract:

Changes can be made to the contract in any of the following ways:

1) The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2) THE WORKFORCE COUNCIL may order changes within the general scope of the contract at any time by written notice to the offeror. Changes within the scope of the contract include, but are not limited to, things such as services to

be performed, the method of packing or shipment, and the place of delivery or installation. The offeror shall comply with the notice upon receipt. The offeror shall be compensated for any additional costs incurred as the result of such an order and shall give THE WORKFORCE COUNCIL credit for any savings. Said compensation shall be determined by one of the following methods:

a. By mutual agreement between the parties in writing or
b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the offeror accounts for the number of units of work performed, subject to THE WORKFORCE COUNCIL's right to audit the offeror's records and/or to determine the correct number of units independently; or
c. By ordering the offeror to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. THE WORKFORCE COUNCIL shall have the right to audit the records of the offeror as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to THE WORKFORCE COUNCIL within thirty (30) days from the date of receipt of the written order from THE WORKFORCE COUNCIL. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in the accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with state and federal guidelines.

P. Default:

In case of failure to deliver goods or services in accordance with the contract terms and conditions, THE WORKFORCE COUNCIL, after due oral or written notice, may procure them from other sources and hold the offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which THE WORKFORCE COUNCIL, state and federal laws may have in place.

Q. Insurance:

By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. The offeror further certified that the offeror and any

subcontractors will maintain the insurance coverage during the entire term of the contract.

a) Offeror shall obtain and maintain, during the term of this contract, professional liability insurance coverage in a minimum amount of $1,000,000 with an insurance carrier have an AM Best rating of "B+" (or equivalent) or better and which is authorized to conduct business in the Commonwealth of Virginia ("State"). A certificate of such insurance must be on file with THE WORKFORCE COUNCIL prior to the offeror commencing work hereunder. At THE WORKFORCE COUNCIL's request, the offeror shall name THE WORKFORCE COUNCIL as additional insured under such professional liability policy. So long as the contract is in effect, such professional liability insurance policy shall provide for thirty (30) days' prior written notice of cancellation to THE WORKFORCE COUNCIL. Such a professional liability policy shall continue to be enforceable for a minimum period of five (5) years following termination of this contract. Any subcontractor engaged by the offeror to perform services related to this contract shall be required to obtain and maintain professional liability insurance in accordance with the terms set forth in this paragraph.
b) Offeror shall obtain and maintain worker's compensation insurance as required, and in such policy limits as mandated, by the State and shall require any subcontractor engaged by the offeror to satisfy such requirement as well. Offeror shall also obtain and maintain commercial automobile liability insurance (either under a separate policy or as an endorsement to a commercial general liability policy) for any automobiles owned by the offeror.
c) Offeror shall indemnify, hold harmless and defend THE WORKFORCE COUNCIL, its officers, agents, servants, and employees from and against any claims, demands, losses, liabilities, damages, causes of actions and costs and expenses of whatsoever kind or nature arising from or related to:
    - the provision of services by or the failure to provide any services or the use of any services or materials furnished (or made available) by offeror or its agents, servants or employees;
    - any conduct or misconduct of officer not included in the above subparagraph hereof and for which THE WORKFORCE COUNCIL, its agents, servants, or employees are alleged to be liable;
    - the negligence or other actionable fault of any subcontractors; or
    - claims, suits, actions, or proceedings of whatsoever nature that are brought by offeror's employees, candidates for employment, and statutory employees, as determined under the State workers' compensation laws.

d) The execution of the contract by the offeror shall obligate the offeror to comply with all the terms and conditions hereof. Notwithstanding any other term or condition of this contract, subparagraph "O" hereof shall survive the expiration or earlier termination of this contract for a period of five (5) years.

R. Announcement of Award:

Upon the award or the announcement of the decision to award a contract over $50,000, as a result of the solicitation, THE WORKFORCE COUNCIL will publicly post such notice on THE WORKFORCE COUNCIL website (www.theworkforcecouncil.org).

S. Public Announcements and Press Releases

In the event that an offeror awarded under this RFP issues an press releases, public announcements or disseminates any other information to the public related to its contractual relationship with THE WORKFORCE COUNCIL, such information must reference that the funds are federal WIOA funds from the United States Department of Labor (USDOL) Employment and Training Administration (ETA) provided to THE WORKFORCE COUNCIL. The reference must clearly identify the percentage of the Scope of Work that will be financed with contract funds, the dollar amount of the contract, and the percentage and total cost of the contract that will be financed with non-federal funds, if applicable. THE WORKFORCE COUNCIL will provide a breakdown of federal and non-federal contract funding sources.

T. Drug-Free Workplace:

During the performance of this contract, the offeror agrees to (i) provide a drug-free workplace for the offeror'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 offeror'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 offeror the offeror 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 offeror.

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 an

offeror, 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.

U. Non-discrimination of Offerors:

An offeror, or offeror shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror or offeror employs ex-offenders unless THE WORKFORCE COUNCIL has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, THE WORKFORCE COUNCIL shall offer the individual, within a reasonable period of time after the date of his/her objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. Lobbying:

No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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.

Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, set forth

in attachment E, that the person has not made, and will not make, any prohibited payment(s).

V. Personnel:

1) The offeror represents that it will secure, at its own expense, all personnel necessary to perform the required services hereunder. Such personnel shall not be employees of THE WORKFORCE COUNCIL not shall they have any contractual relationship with THE WORKFORCE COUNCIL. All commitments made by the offeror in the proposal (as modified herein) with respect to (i) the offeror's qualifications and its satisfaction of mandatory requirements in the RFP and (ii) the number and qualifications of its personnel to be assigned to this contract, shall be incorporated herein by this reference.

2) All the required services will be performed by the offeror or under its supervision, and all personnel employed by the offeror shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. The offeror shall not reassign any personnel specifically designated in the proposal to perform services under this contract without THE WORKFORCE COUNCIL's prior approval. The offeror certifies that it will comply with THE WORKFORCE COUNCIL's request for the reassignment of any employee of offeror performing the required services hereunder when THE WORKFORCE COUNCIL determines, in its own reasonable opinion that such employee is not suited to work on this contract.

W. No Waiver:

No failure or delay by a party to insist on the strict performance of any term of this contract or to exercise any right or remedy consequent on a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. Neither this contract nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, or termination is sought. No waiver of any breach shall affect or alter this contract, but each and every term of this contract shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this contract are cumulative and not exclusive of the remedies provided by law or in equity.

X. SPECIAL TERMS AND CONDITIONS

A. Notices:

1. Any notice, instruction, request, or demand required to be given or made to the offeror hereunder shall be deemed to be duly and properly given or made if delivered or mailed, postage pre-paid, by the offeror.

2. Any notice, request, information, or documents required to be given or delivered hereunder by the offeror to THE WORKFORCE COUNCIL or any of its representatives, unless stated otherwise elsewhere in this contract, shall be signed, and approved in writing by the offeror, and shall be sufficiently given or delivered if mailed, certified, or registered, postage prepaid, to:

   Hampton Roads Workforce Council
   Finance Department
   999 Waterside Drive
   Norfolk, VA 233510
   Attn: Chief Financial Officer

   Or to such representative or address as THE WORKFORCE COUNCIL may designate in writing to the offeror.

B. Availability of Funds:

It is understood and agreed between the parties herein that THE WORKFORCE COUNCIL shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purposes of this agreement. It is anticipated that up to a total of $ 200,000 is available for an initial contract(s) funded under this RFP.

C. Ownership of Intellectual Property:

All copyright and patent rights to all papers, reports, forms, deliverables, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of THE WORKFORCE COUNCIL. On request, the offeror shall promptly provide an acknowledgement or assignment in a tangible form satisfactory to THE WORKFORCE COUNCIL to evidence THE WORKFORCE COUNCIL's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

D. Proposal Acceptance Period:

Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

E. Renewal of Contract:

Following the initial term, this contract may be renewed by THE WORKFORCE COUNCIL, in its sole discretion, for up to three (3) additional one-year periods not to exceed a total of five (5) years. Written notice of THE WORKFORCE COUNCIL's intention to renew shall be given approximately 60 days prior to the expiration date of each contract period.

F. Security Requirements:

All employees of the offeror working on this project may be required to submit to fingerprinting and a fingerprint based criminal history check conducted by THE WORKFORCE COUNCIL at the expense of the offeror and in accordance with the procedures applicable to THE WORKFORCE COUNCIL's employees. The eligibility of the offeror's employees to work on this project may be contingent upon satisfactory results of the criminal history check which are subject to the standards of review applicable to THE WORKFORCE COUNCIL's employees.

The offeror will be required to obtain from its employees working on this project the appropriate information release forms completed and signed by each employee giving his/her consent to the fingerprinting and criminal history check. Such completed and signed forms must be submitted by the offeror to THE WORKFORCE COUNCIL prior to the criminal history check. Employees of the offeror who refuse to consent to the criminal history check will not be permitted to work on this project. THE WORKFORCE COUNCIL reserves the right of approval for all offeror staff assigned to this project.

G. Subcontracting:

Notwithstanding anything contained herein to the contrary, offeror agrees that it shall be solely responsible for the performance of the services required hereunder and that THE WORKFORCE COUNCIL shall be entitled to deal solely with offeror on all matters pertaining to this contract.

Except as otherwise provided by, none of the services covered by this contract shall be subcontracted by the offeror without THE WORKFORCE COUNCIL's

prior written consent, which may be withheld by THE WORKFORCE COUNCIL in its sole and unfettered discretion.

The offeror shall be fully responsible to THE WORKFORCE COUNCIL for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by any such subcontractor, as it is for the acts and omissions of persons directly employed by offeror. The offeror shall insert in each subcontract appropriate provisions of this contract.

H. Termination for Cause:

Each of the following shall constitute an "event of Default" hereunder, the occurrence of which shall give THE WORKFORCE COUNCIL the right, at its option, to immediately terminate this contract:

1) The occurrence of any act or omission on the part of offeror that materially deprives it of the rights, powers, licenses, permits, and authorizations necessary for the lawful and proper conduct and operation of the services and activities required to be performed by it hereunder.
2) The filing by or against the offeror of a petition in bankruptcy, which petition is not dismissed within sixty (60) days of the filing thereof. The failure of the offeror to pay its bills when due or the adjudication of offeror as bankrupt.
3) The abandonment, discontinuance, or insufficient performance by offeror without the written consent of THE WORKFORCE COUNCIL of any or all of the services required to be performed by it hereunder.
4) The indictment of offeror or any of its employees, offerors, agents, or representatives for a criminal or fraudulent act committed while performing the services called for hereunder.
5) The failure of the offeror to maintain and keep in force any insurance policy required hereunder.

6) The failure by the offeror to comply with any of the terms or conditions hereof or to timely and properly fulfill its obligations hereunder.

Upon occurrence of an Event of Default hereunder, THE WORKFORCE COUNCIL shall have the right to terminate this contract by giving ninety (90) days written notice to offeror of such termination and specifying the reasons for termination and the effective date thereof. After the termination of this contract due to an Event of Default, THE WORKFORCE COUNCIL may, at its discretion, assume the work and services that were to be provided by offeror hereunder and see that the same are completed by agreement with another party,

all without liability to THE WORKFORCE COUNCIL, and officer shall be liable for any additional cost incurred by THE WORKFORCE COUNCIL in obtaining such replacement services. Under no circumstances shall offeror be relieved of liability to THE WORKFORCE COUNCIL for damages sustained by THE WORKFORCE COUNCIL after an Event of Default by offeror hereunder, and THE WORKFORCE COUNCIL may withhold any payments due to offeror for the purpose of setoff until such time as the exact amount of damages incurred by THE WORKFORCE COUNCIL are determined. If, after termination of this contract based on an Event of Default by the offeror, it is determined that such Event of Default had not actually occurred, the termination shall be deemed to have been effected for the convenience of THE WORKFORCE COUNCIL.

I. Termination for Convenience:

Notwithstanding anything contained in the contract to the contrary, THE WORKFORCE COUNCIL may terminate this contract for THE WORKFORCE COUNCIL's convenience at any time by delivering 90 days written notice thereof to the offeror. If the contract is so terminated, in addition to THE WORKFORCE COUNCIL's obligation to make payment of legitimate and reimbursable expenses hereunder not theretofore paid, offeror will be paid for the services performed hereunder within 90 days of the date of termination, based on the hourly rates set forth in the contract. Offeror acknowledges and agrees that it shall not be entitled to any other form of compensation whatsoever in the event this contract is terminated for the convenience of THE WORKFORCE COUNCIL.

J. Termination Notice:

Upon the effective date of a termination notice issued by THE WORKFORCE COUNCIL (whether for convenience or after an Event of Default hereunder), offeror shall (i) promptly discontinue all services provided by it hereunder (unless the notice directs otherwise) and (ii) deliver or otherwise make available to THE WORKFORCE COUNCIL (or its employees, agents, or offerors, including any successor offeror) all documents, data, studies, summaries, reports, and other such information and materials as have been accumulated or prepared by offeror in performing its obligations hereunder, whether completed or in process, unless offeror considers such information proprietary and shall provide THE WORKFORCE COUNCIL with an explanation of why it reasonably considers the information to be proprietary. THE WORKFORCE COUNCIL shall have the right to challenge the offeror's designation of any information as proprietary. To the extent that offeror has not previously received compensation hereunder for its preparation of such documents, offeror shall be entitled to receive just and

equitable compensation for any satisfactory work completed on such documents. Offeror shall provide usual and customary professional courtesy and responses to any inquiries made by a successor offeror employed by THE WORKFORCE COUNCIL, all without additional charge to THE WORKFORCE COUNCIL or such successor offeror. Any disputes related to the termination by THE WORKFORCE COUNCIL of this contract (whether for convenience or after an Event of Default hereunder) shall be resolved in accordance with the procedures outlined in the RFP.'

K. Warranties:

The selected offeror will furnish a warranty period guaranteeing that their software will function in accordance with the requirements as documented in the RFP responses to the Comprehensive System Questionnaire and in accordance with the system documentation.

L. Source Code:

The selected offeror will either provide THE WORKFORCE COUNCIL with copies of the source code or will escrow the source code with an independent organization to ensure its availability in the event of failure to satisfy the terms of this contract.

XI. METHOD OF PAYMENT:

The offeror shall submit monthly invoices to the accounts payable unit by the 10th day of each month following the month in which the required goods and services were rendered. Offeror shall include supporting itemized detail on invoices submitted for goods and services rendered to satisfactorily ensure compliance with the terms and conditions of the contract. THE WORKFORCE COUNCIL may take a 2% discount from an invoice if payment can be made within ten (10) days of receipt of a valid invoice. Otherwise, THE WORKFORCE COUNCIL shall pay such invoices net thirty (30) days following receipt. All invoices shall clearly describe the work performed. THE WORKFORCE COUNCIL shall not be subject to payment of late fees or finance charges to the offeror for its failure to timely pay invoices submitted by the offeror hereunder.

Invoices shall be sent to the following address:

Hampton Roads Workforce Council
Finance Department
999 Waterside Drive, Suite 1314
Norfolk, VA 23510

XII. PRICING SCHEDULE (COST PROPOSAL):

It is important for THE WORKFORCE COUNCIL to gain a reasonable clear understanding of your firm's total pricing for goods/services described in the RFP. Provide detailed pricing information for all software, special hardware, and subsequent maintenance support.

The pricing information should be for the total cost for the project. All additional costs should be included in your price proposal.

ATTACHMENT A

DETAILED FUNCTIONAL, GENERAL, AND TECHNICAL REQUIREMENTS

(See Attached Excel Spreadsheet)

HAMPTON ROADS WORKFORCE COUNCIL
EBS MATRIX
GENERAL REQUIREMENTS

		Mandatory (Y/N)	The Council Priority/Impact (Highly Desirable or Desirable)	Vendor Response Code	Comments
General Requirements					
	Data Fields				
1	Should provide menus within software modules that are arranged logically according to order of processing	N	HD		
2	Should provide logical, user friendly screen navigation	Y			
3	Should provide data entry fields that are arranged in a logical manner for ease of data entry; with pertinent information summarized on initial screen.	N	HD		
4	Should provide time / date fields that are displayed in a standardized manner	N	HD		
5	Shall provide field editing / validation prior to updating	Y			
6	Should provide the system administrator the ability to add additional screens for entry of user defined fields	N	HD		
7	Should provide the capability for user defined fields for each module	Y			
8	Shall provide database fields that can be exported to MS Office	Y			
	Software				
9	Should provide software modules with easy to use automated help	Y			
10	Should provide software modules that are standardized as to menus, screens, entry fields, cursor movement, function or special keys, prompts, data editing, and terminology	N	HD		
11	Should provide processes that are standardized between software modules as to balancing procedures, check processing procedures, setup routines, etc.	N	HD		
12	Should make the application module software source code available	N	HD		
13	Shall provide a proven ability to provide custom software within reasonable time frames	Y			
	Workflow				
14	Shall provide automated workflow capability including generation, routing, notification, and approval of forms, reports, other documents, and processes for all modules.	Y			
15	Shall integrate with the e-mail system (Outlook 365) to notify system users in the notification/request of approvals, rejections, corrections, and approval through/from e-mail and mobile devices, and emailing of invoices.	Y			
	Document Management				
16	Shall support multiple media formats (e.g. image, etc.) and file types (e.g. Excel, Word, PDF, etc.)	Y			
17	Offers drill-down/drill across features for users to view documents transactions.	Y			
18	Provides the ability to create, store, and retrieve electronic images or copies that are attached to the appropriate transaction record for all modules.	Y			
19	Supports document scanning and attachment, and makes documents accessible throughout all modules	Y			
20	Shall provide Optical Character Recognition (OCR)	Y			
21	Shall provide the ability to support retention policies with respect to images, documents, and/or uploads managed by the system.	Y			

HAMPTON ROADS WORKFORCE COUNCIL
EBS MATRIX
GENERAL REQUIREMENTS

		Mandatory (Y/N)	The Council Priority/Impact (Highly Desirable or Desirable)	Vendor Response Code	Comments
	Audit and Compliance				
22	Shall provide an audit trail	Y			
23	Should provide access to audit trail information by security level	N	HD		
24	Should provide software routines for correcting user errors and to ensure audit trail is maintained	N	D		
25	Shall provide a General Ledger that is GAAP compliant.	Y			
	System Security				
26	Shall provide system user security for Read Only, Read & Write and Supervisory access	Y			
27	Shall provide security screens that can be View Only or updated based on Security codes	Y			
28	Should provide the ability to create new user profiles based on user security or application access	Y			
29	Should provide predefined user profiles	N	HD		
	Reporting and Analysis				
30	Shall provide a flexible, robust report writer feature available in all subsystems	Y			
31	Please list available report writers (comment only)	N/A			
32	Shall provide the ability to display all reports on the screen with a user defined option for printing	Y			
33	Should provide the ability to provide Executive Dashboard Reporting	Y			
34	Should provide the ability to print graphs and charts for presentation style reports	Y			
35	Should provide the ability to customize letter templates	Y			
	Test Environment and Help Functions				
36	Shall provide complete test and training environments for all modules	Y			
37	Shall provide a system with complete help functions	Y			
	Other				
38	Please list system capacity for the number of users (comment only)	N/A			
39	Shall provide a proven ability for your organization to support HWRC users in a timely manner	Y			
40	Should provide a user group which meets at least annually	N	D		
41	Should utilize user group feedback to determine software direction	N	D		

HAMPTON ROADS WORKFORCE COUNCIL
EBS MATRIX
TECHNICAL REQUIREMENTS

		Mandatory (Y/N)	The Council Priority/Impact (Highly Desirable or Desirable)	Vendor Response Code	Comments
INFORMATION TECHNOLOGY					
	ASP				
1	Shall be Web Based accessible via Google Chrome 65 or better Safari 11.2 or better Firefox 59 or better Microsoft Edge for Windows 10 version 15 or better	Y			
2	Shall provide the ability to import and export of records using standard format (CSV, TXT, Excel)	Y			
3	Shall provide the option for downloading of a replicated copy of the data base for specialized reporting requirements	Y			
4	Shall provide offsite backup and recovery solution for disaster recovery	Y			
5	In the event that hosting is offsite, option exists for non-Microsoft Platform and Database for the application (comment only)	N/A	N/A		
	Planning & Research				
6	Should provide user generated, summary, and detailed query and reporting capabilities	N	HD		
7	Should provide exception reporting when performance is not consistent with predefined parameters (e.g. alarms can be set)	N	HD		
8	Should provide graphic representation of data	N	HD		
9	Should provide the ability to generate reports for trending and historical information	Y			
10	Should provide the ability to set up strategic plan goals	N	HD		
11	Should provide the ability to set up and link objectives/initiatives/projects to strategic plan	N	HD		
12	Should provide the ability to set up metrics including definitions, baselines, targets and performance ranges	N	HD		
13	Should provide the ability to post and report progress against metrics	N	HD		

		Mandatory (Y/N)	The Council Priority/Impact (Highly Desirable or Desirable)	Vendor Response Code	Comments
HUMAN RESOURCES					
	General				
1	Shall provide the ability to purge and expunge data	Y			
2	Shall provide the ability to allocate labor distribution	Y			
3	Shall provide the ability to validate labor distribution codes at data entry time	Y			
4	Shall provide the ability to set up company level information such as job codes, pay grades, and company property	Y			
5	Shall provide the ability to track hired, terminated and re-hired employees	Y			
6	Shall provide an automated recruitment management system	Y			
7	Shall provide the ability to maintain employee information such as job, compensation, and employment	Y			
8	Shall provide the ability to track and maintain budgeted positions using the position control	Y			
9	Shall provide the ability to track employee credentials, discipline, reviews, and questionnaire responses	Y			
10	Shall provide the ability to comply with governmental regulations such as EEO reporting, OSHA, FMLA, and new hire reporting	Y			
11	Shall provide the ability to automatically update annual insurance amounts for each employee	Y			
12	Shall provide the ability to maintain several general ledger numbers and its reciprocal proration percentage per employee	Y			
13	Shall provide the ability to maintain information regarding employees with relatives working at the agency	Y			
14	Shall provide the ability to maintain education levels of employees	Y			
15	Shall provide the ability to maintain continuing education of employees	Y			
16	Shall provide the ability to maintain employee performance reviews	Y			
17	Shall provide the ability to maintain employee disciplinary actions	Y			
18	Shall provide the ability to maintain employee position history	Y			
19	Shall provide the ability to maintain employee salary history	Y			
20	Shall provide the ability to restrict the modification of all social security numbers for an employee	Y			
21	Should provide the ability to maintain job descriptions	Y			
22	Should provide the ability to generate personnel action forms	Y			
	Benefits Administration				
23	Shall provide the ability to track 10 healthcare providers	Y			
24	Shall provide the ability to administer self selected benefit programs	Y			
25	Shall provide the ability to set up company level benefit information such as benefit providers, rate tables, benefit plans, ACA tracking, compliance, issuance of 1094 and 1095 forms, and IRS filings	Y			
26	Shall provide the ability to enroll an individual employee in benefits	Y			
27	Shall provide the ability to maintain benefit information such as adding new dependents, updating current benefit selections, and costs, and re-calculating benefits when necessary	Y			

		Mandatory (Y/N)	The Council Priority/Impact (Highly Desirable or Desirable)	Vendor Response Code	Comments
28	Shall provide the ability to complete the open enrollment process for all employees	Y			
29	Shall provide COBRA administration	Y			
30	Shall provide the ability to assign health insurance plans by employee type, position, etc.	Y			
31	Shall provide the ability to calculate pro-rata benefits and deductions for part-time employees	Y			
	Training				
32	Shall provide the ability to document training courses	N	HD		
33	Shall provide the ability to develop and maintain training programs and qualified instructor information	N	HD		
34	Shall provide the ability to schedule and manage training classes	N	HD		
35	Shall provide the ability to enroll employees in training classes	N	HD		
36	Shall provide the ability to manage employee training information	N	HD		
37	Shall provide the ability to document external training information and related costs	N	HD		
PAYROLL					
	General				
1	Shall provide the ability to have the time sheet entry screen present timesheets based on user defined criteria within department	Y			
2	Shall provide the ability to edit time sheets based on SSN or name	Y			
3	Should provide the ability to interface with time clock	Y			
4	Should provide the ability to generate and transmit electronic W2 transmission to state and federal agencies	Y			
5	Shall provide the ability to have at least 20 pay codes	Y			
6	Should automatically interface between garnishments and accounts payable	Y			
7	Shall automatically interface between payroll and accounts payable for various deductions	Y			
8	Should provide the ability to use positive pay	Y			
9	Shall provide the ability to meet state regulations on 457 deferred compensation plans	Y			
10	Shall provide the ability to define start date, end date, and pay period amount of garnishment	Y			
11	Shall provide the ability to set up company-level information such as banks, pay codes, processing schedules, and deductions	Y			
12	Multiple access options for employees, to include mobile device	N	HD		
	Leave				
13	Shall provide the ability to have at least 10 types of leave accrual methods	Y			
14	Shall provide the ability to calculate partial period accruals and create leave transactions for lump sum terminal leave payouts based on specified parameters	Y			
15	Shall provide the ability to calculate leave balances. The system shall adjust an employee's balance based on rules when leave is donated to another employee	Y			
16	Shall provide the ability to report leave that can be classified as Family Medical Leave Act (FMLA)	Y			
17	Shall provide the ability to accumulate and pay out accrued leave by hours, as well as by the cash value of the leave as determined by the employee's pay rate at the time it was accrued	Y			

		Mandatory (Y/N)	The Council Priority/Impact (Highly Desirable or Desirable)	Vendor Response Code	Comments
18	Shall provide the ability to include a leave accounting system for multiple leave types. At a minimum it will include tracking leave used, leave accrued, leave balances, and leave paid; ensuring maximum amount of available hours is not exceeded; and performing all leave calculations	Y			
19	Shall provide the ability to edit leave time available vs. leave time entered at time entry based on security level	Y			
20	Shall provide the ability to have leave automatically post, un-post (lost leave), or not accrue (reached maximum allowed) based on leave type and accrual method	Y			
21	Shall provide the ability to process several garnishment types	Y			
22	Shall provide the ability for employees to cancel leave requests				
	Accounting				
23	Shall provide the ability to attribute payroll costs to the proper fiscal year	Y			
	Deductions				
24	Shall provide the ability to have at least 80 deduction codes	Y			
25	Shall provide the ability to allow partial deductions if an employee's pay is insufficient to cover the deduction	Y			
26	Shall provide the ability to prioritize the order in which deductions are taken	Y			
27	Shall provide the ability to select and process deductions that are appropriate for the pay frequency, pay cycle, and pay period being processed; or for the manual check being produced	Y			
28	Shall provide the ability to allow for adjustments to normal deduction amounts, either increasing or decreasing, for a specified number of pay periods	Y			
29	Shall provide the ability to automatically adjust amounts if the disposable income requirements will not be met after the deduction is taken	Y			
30	Shall provide the ability to determine if a full month deduction has been taken by looking across pay period deductions	Y			
31	Shall provide the ability to support prioritization of pre- and post-tax deductions	Y			
32	Shall provide the ability to determine when limits are reached to start or stop pre-tax/post-tax earnings, pre-tax/post-tax deductions, and taxes	Y			
33	Shall provide the ability to assign effective start and stop dates for all earnings, deductions, and taxes	Y			
34	Shall provide the ability to generate voluntary deductions per a one-time distribution	Y			
	Pay				
35	Shall provide the ability to calculate applicable taxes and retirement contributions associated with the specific type of overpayment and create transactions for each item	Y			
36	Shall provide the ability to process lump sum termination pay for eligible leave balances and employee's final regular pay	Y			
37	Shall provide the ability to perform all payroll edits for all classified, partially exempt, and exempt employees per the compensation tables	Y			
38	Shall provide the ability to support the creation of detailed employee earnings statements	Y			
39	Shall provide the ability to cancel a payment and reverse all records real-time	Y			

		Mandatory (Y/N)	The Council Priority/Impact (Highly Desirable or Desirable)	Vendor Response Code	Comments
40	Shall provide the ability to process direct deposits for payroll using the NACHA format				
41	Shall provide the ability to generate remittance advices to support each transaction	Y			
42	Shall maintain employee payroll information such as taxes, deductions, and direct deposit	Y			
43	Shall provide the ability to enter hours, earnings, and temporary deductions to pay employees	Y			
44	Shall provide the ability to process payroll	Y			
45	Shall provide an automated time and attendance system	Y			
46	Shall provide the ability to interface with the general ledger and labor distribution	Y			
47	Shall provide the ability for tax filing (federal and state 941, SUI, third party sick pay, W-2s)	Y			
48	Shall provide the ability to generate payroll checks (salaried, hourly, incentive, retroactive)	Y			
49	Shall provide the ability to automatically accumulate pay-period, quarter-to-date, and year-to-date earnings and deductions	Y			
50	Shall provide the ability to maintain multiple levels of security on payroll access	Y			
51	Shall provide the ability to reconcile paychecks and payroll advices	Y			
52	Shall provide the ability to use direct deposit to multiple banks	Y			
53	Shall provide the ability to generate across the board pay increases for all employees	Y			
54	Shall provide the ability to generate across the board pay increases for select employees	Y			
55	Shall provide the ability to generate voluntary deductions per pay period	Y			
56	Shall provide the ability to post summarized transactions to the general ledger which will reflect all payroll activity	Y			
57	Shall provide the ability to process unpaid compensation for deceased employees	Y			
58	Shall provide the ability to accrue floating holidays	Y			
59	Shall provide the ability to allow for multiple pay frequencies	Y			
60	Shall allow for employee access to pay records for no less than 3 years after the end of employment	Y			
	Taxes				
61	Shall provide the ability to calculate employer portion of federal taxes real-time	Y			
62	Shall provide the ability to calculate imputed income subject to withholding tax and Medicare taxes for term life insurance exceeding $50,000	Y			
63	Shall provide the ability to properly calculate employee taxes in accordance with federal, state, and local law	Y			
64	Shall provide the ability to maintain employee withholding status for federal, state and local taxes	Y			
65	Shall provide the ability to produce payment information to facilitate distribution to tax authority according to federal deposit rules	Y			
66	Shall provide the ability to designate federal or state tax-exempt status and advanced earned income credit processing	Y			
67	Shall provide the ability to support the annual notification and update process for W-4, W-4 exempt, and W-5 employees	Y			
68	Shall provide the ability to allow extra state and federal taxes withheld for employees	Y			
	Reporting				
69	Shall provide the ability to maintain and report position history for all positions in the organization	Y			

		Mandatory (Y/N)	The Council Priority/Impact (Highly Desirable or Desirable)	Vendor Response Code	Comments
70	Shall provide the ability to report on data in support of Equal Employment Opportunity tracking and compliance	Y			
71	Shall provide the ability to generate normal and ad-hoc reports	Y			
72	Shall provide the ability to generate error/warning and exception reports	Y			
73	Shall provide standard reporting/inquiry library to meet routine reporting and analysis needs	Y			
74	Shall provide the ability to provide drill-down capabilities	Y			
75	Shall provide the ability for audit reports of all updates to the database for all types of transactions	Y			
76	Shall provide the ability to create merge lists and mailing lists from employee and applicant tables for both mail and email addresses	Y			
77	Shall provide the ability to produce reports of pending transactions by user	Y			
78	Shall provide the ability to generate reports based on a point in time (today's date, future date) or date range	Y			
79	Shall provide the ability to generate reports by individual or group of employees	Y			
80	Shall provide the ability to preview reports on-screen, print the report, or export the raw data in several file formats	Y			
81	Shall provide the ability to process trial (simulation) payrolls and error reports	Y			
82	Shall provide the ability to print standard reports by department	Y			
83	Shall provide the ability to add or remove the execution of a series of reports that run with payroll completion	Y			
84	Shall provide the ability to retain and report employee leave time on demand	Y			
85	Shall provide the ability to generate quarterly electronic submission of earnings to the State of Virginia in the proper format	Y			
86	Shall provide the ability to produce summary timesheet balance reports for timesheets that are in balance	Y			
87	Shall provide the ability to produce detail report of time entered for timesheets not in balance	Y			
88	Shall provide the ability to print paychecks including signature	Y			
89	Shall provide the ability to generate tax filing quarterly reports	Y			
90	Shall provide the ability to generate and print W2 for employees	Y			
91	Shall provide the ability to automatically print deduction and labor reports with each payroll	Y			
92	Shall provide the ability to generate reports listing upcoming performance evaluations due	Y			
93	Shall provide the ability to interface with I EMPLOYEE time and attendance system	Y			
94	Shall provide the ability to create custom reports and letters	Y			
95	Shall provide the ability to print EEO4 reports	Y			
FINANCE GENERAL LEDGER					
	General Requirements				
1	Shall provide the ability to audit on-line transactions	Y			
2	Shall provide the ability to purge and restore data	Y			
3	Shall provide the ability to link appropriate account strings to different modules	Y			

		Mandatory (Y/N)	The Council Priority/Impact (Highly Desirable or Desirable)	Vendor Response Code	Comments
4	Shall provide a general ledger that is integrated with all other system applications so that reconciliation between applications is user friendly and efficient	Y			
5	Shall provide the ability to post transactions in summary or in detail	Y			
6	Shall provide the ability for the system to automatically accrue	Y			
7	Should provide a robust GL allocation subsystem	Y			
8	Shall provide the ability to support multiple fiscal calendars	Y			
9	Shall provide the ability to support multiple general ledgers for various projects	Y			
10	Shall provide the ability to drill down to detail information from the GL system to all interfacing subsystems	Y			
11	Shall provide a GL system designed to operate a multi-fund accounting environment	Y			
12	Shall provide the ability for the GL to be cumulative over fiscal years in order to provide accurate program YTD information and comparative figures regardless of fiscal year end	Y			
13	Shall provide the ability to process multiple account ledgers within multiple projects and automatically create corresponding payables/receivables	Y			
14	Shall provide the ability to generate a GL transaction file	Y			
15	Shall provide the ability to close different modules while keeping the GL open	Y			
16	Should provide the ability to create user defined inter-fund account numbers	N			
17	Should provide automatic creation of inter-fund transactions with complete balancing	N			
18	Shall provide the ability to freeze data for a period of time	Y			
19	Shall provide the ability to perform basic validation routines and clearly identify error that exist for any transaction during data entry	Y			
20	Shall provide the ability to allow for editing errors before any system updating	Y			
21	Shall provide the ability to "leave open" certain project ledgers that run over multiple fiscal years	Y			
22	Shall provide the ability to handle and control adjustments for prior periods	Y			
23	Shall provide the ability to allow different fiscal years and different year end closing for various funds	Y			
24	Shall provide the ability to display detailed transaction history for all accounts	Y			
25	Shall provide the ability to establish account query parameters	Y			
26	Shall provide the ability to consolidate funds for reporting purposes	Y			
27	Shall provide the ability to purge accounts while maintaining history	Y			
28	Shall provide 13 periods, one for entering annual closing entries which acts as a closing period	Y			
29	Shall provide the ability to perform monthly and year-end closings and to perform "soft closes" on periods so that period may be opened again with proper permissions for the purposes of posting activity to that period	Y			
30	Shall provide the ability to restrict users' access to applications not within their authority	Y			
31	Should provide the ability to export and import information to/from other systems	Y			
32	Shall provide the ability to automatically roll forward balances of balance sheet accounts to the next fiscal year	Y			

		Mandatory (Y/N)	The Council Priority/Impact (Highly Desirable or Desirable)	Vendor Response Code	Comments
33	Shall provide the ability to automatically close out income and expense accounts at year end to the appropriate fund balance account	Y			
	Chart of Accounts				
34	Should provide the ability for the system to allow for the sorting of the chart of accounts	N	HD		
35	Should provide the ability to add accounts in an active or inactive status	Y			
36	Should provide the ability to track chart of accounts organization structure from fiscal year to fiscal year	N	HD		
37	Shall provide the ability for user defined flexible chart of accounts which can be modified as needed	Y			
38	Shall provide user defined menus for chart of accounts setup	Y			
39	Shall provide chart of accounts maintenance	Y			
40	Shall provide a single chart of accounts file that is referenced by all other system modules	Y			
41	Shall accommodate minimum of 7 account number segments (totaling 24 characters, plus 6 dashes)	N			
42	Shall provide the ability to support a 50 character description field for the 7 segments of the accounting string	Y			
43	Shall provide the ability to either automatically generate or copy chart of account records when creating new programs, cost centers, and any other reorganizations	N			
44	Shall provide the ability to carry the entire chart of accounts forward, even accounts with zero balances or accounts that have no activity to eliminate the need to manually key these accounts into the system	Y			
45	Shall provide the ability to deactivate accounts /funds	Y			
46	Should provide the ability to create a memo account	Y			
	Journal Entries				
47	Shall provide an audit trail for each journal entry to include user name and time/date stamp	Y			
48	Shall prohibit posting of out of balance journal entries	Y			
49	Shall provide the ability to define recurring journal entries	Y			
50	Shall provide double entry transaction capabilities: each entry records equal debits and credits	Y			
51	Shall provide the ability to perform multiple/simultaneous postings within a given period without any detrimental effect	Y			
52	Shall provide the ability to create standard and recurring journal entries	Y			
53	Shall provide the ability to produce subsidiary journals for all systems which interface with the GL	Y			
54	Shall provide the ability to post transactions from the subsidiary system either in detail or in summary to the GL	Y			
55	Shall provide the ability to edit routines to validate correctness of GL account number during entry	Y			
56	Shall provide the ability to automatically process accrual entries and reverse original credit/debit entries	Y			
57	Should provide the ability to approve journal entries on line	Y			
58	Should provide the ability to allow the user to look up the chart of accounts on screen	Y			
59	Shall provide the ability to enter journal entries in batches	Y			
60	Shall provide default data within journal fields (e.g. year) by user ID	Y			
61	Should provide the ability to support comment fields	Y			
62	Shall provide the ability to highlight errors on the screen for immediate corrections	Y			
63	Shall provide descriptive error messages	Y			

		Mandatory (Y/N)	The Council Priority/Impact (Highly Desirable or Desirable)	Vendor Response Code	Comments
64	Should provide the ability to import entries from a variety of file formats	Y			
65	Should provide the ability to automatically assign sequential numbers to all journal entry transactions for audit trail purposes	Y			
	Budget				
66	Shall provide the ability to copy current budget as template for future budget	Y			
67	Should provide the ability to support multiple versions of future budgets without impacting current budget or allocations	Y			
68	Should provide the ability for each department or cost center to enter annual future budget on-line without impacting current budget	Y	HD		
69	Shall provide the ability to enter annual approved budget amounts for each department or cost center	Y			
70	Should provide the ability to summarize cost centers up to the departmental budget	Y			
71	Shall provide a seamless interface between the GL expenses and annual budget	Y			
72	Shall provide the ability to track all actuals against approved budget amount	Y			
73	Should provide the ability to export and customize financial reports	Y			
74	Shall provide the ability to create budgets for multiple fiscal years (Sept - Oct; Jan - Dec; Jun - Jul; etc.)	Y			
75	Shall provide the ability to drill down to the transaction detail level for reporting and/or summarize as needed	Y			
76	Shall provide the ability to forecast revenues and expenses based on various what if scenarios without impacting current budget or allocations	Y			
77	Shall provide the ability to create presentation style reports comparing data from multiple fiscal years	Y			
78	Shall provide the ability to create charts and graphs based on budget data	N	HD		
79	Should provide the ability to define the time period for reporting	Y			
80	Shall provide the ability to create budgets and report activity for multi-year grants	Y			
81	Shall provide the ability to deduct encumbrances from the line item budget at various points in the process (when PO is open, when payment is made)	Y			
82	Should provide the ability to interface with other systems to project costs	Y			
83	Shall provide the ability to serve as the basis for annual budget preparation	Y			
84	Should provide the ability to develop "what if" scenarios with the effects on the distribution of indirect costs	N	HD		
85	Should provide the ability to provide a three year average by line item for the preparation of budgets	Y			
86	Shall provide the ability to prepare financial statements incorporating actuals and obligated vs. budget comparisons on fund, project or consolidated levels	Y			
87	Shall provide the ability to provide a budget comparison for budget control	Y			
88	Shall provide the ability to display variances from budget to actual and cumulative totals	Y			
89	Shall provide the ability to provide budgeting on a monthly, quarterly, or annual basis as well as multiple years	Y			
90	Shall provide the ability to enter next year's budget prior to the close of the current fiscal year	Y			
	Closing				

		Mandatory (Y/N)	The Council Priority/Impact (Highly Desirable or Desirable)	Vendor Response Code	Comments
91	Shall provide automated year-end closing of revenue and expenditure accounts and the automated roll forward of balance sheet accounts (as appropriate) to establish subsequent year beginning balances.	Y			
92	Shall provide the ability to allow new year input to be entered before the old year's preliminary closing; with transactions held in suspense until the new year is opened.	Y			
93	Shall provide the ability to allocate budget across time periods using straight line, seasonal costing, and other methods	Y			
94	Shall provide multiple year-end closing periods	Y			
	Cost Allocation				
95	Should provide the ability to view transaction source and origin in allocated account	Y			
96	Shall provide the ability to produce budget encumbrance, actual expenses and available balance	Y			
97	Should provide the ability to roll all encumbrances forward regardless of fiscal period closeout	N			
98	Shall provide the ability to enter completion of any encumbrance	Y			
	Queries / Reporting				
99	Shall provide the ability to produce balance sheet and income expense reports as of last closing while current period activity is in process	Y			
100	Shall provide the ability to produce financial statements for company, fund, and project	Y			
101	Shall provide the ability to produce balance sheets and other financial reports from a prior closed year and period	Y			
102	Shall provide the ability to query journal entries by end-user	Y			
103	Should provide the ability to query across multiple fiscal years	Y			
104	Shall provide the ability to provide exception reporting (entries not posted to the system)	Y			
105	Shall provide the ability to produce a transaction report which provides beginning balance, activity, ending balance, obligated amount, and budget	Y			
106	Shall provide the ability to produce a transaction report which provides a complete audit trail of all transactions which have been posted during the month	Y			
107	Shall provide the ability to produce a transaction report which provides a complete audit trail of all transactions posted for the current year to date with the cap. Shall provide the ability to request this report for selected GL accounts or for a range of GL accounts	Y			
108	Shall provide the ability to produce all income and expense reports with current period, obligated amounts and year-to-date budget/actual comparison by fund, project, unit, account number, summary	Y			
TREASURY					
	General				
1	Should provide the ability to import account information from banking institutions	Y			
2	Should provide the ability to forecast cash position	N	D		
3	Shall provide the ability to provide quick automated reconciliation of bank statement data to system data	Y			
4	Shall provide the ability to print bank reconciliation	Y			
5	Shall provide the ability to record checks, bank transfers, disbursements, and other deposits and receipts	Y			

		Mandatory (Y/N)	The Council Priority/Impact (Highly Desirable or Desirable)	Vendor Response Code	Comments
6	Should provide the ability to set up and automatically generate recurring bank transactions	Y			
7	Shall provide seamless integration with other financial modules	Y			
8	Shall provide the ability to set up an unlimited number of bank accounts	Y			
9	Shall provide the flexibility to set up transaction codes in order to classify transactions by type (accounts payable, wire transfer, deposit, etc.)	Y			
10	Should provide the ability to have drill down and shortcut icons for express navigation	Y			
11	Should provide the ability to produce notes at multiple levels for open-ended tracking	N	D		
12	Shall provide the ability to perform ACH and direct deposit functions	Y			
13	Shall provide the ability to void checks and transactions that automatically interface with the general ledger	Y			
14	Shall provide the ability to produce automatic check register for all system generated checks and clear checks when cashed in system	Y			
15	Shall provide the ability to interface wire transfers with the general ledger	Y			
16	Should provide the ability to associate multiple account strings to one bank account	Y			
ACCOUNTS PAYABLE					
	General				
1	Shall provide the ability to track all invoice data	Y			
2	Should maintain and release payments based upon user defined amounts and payment dates	Y			
3	Shall provide the ability to update the general ledger expense accounts in real time	Y			
4	Shall provide the ability to automatically interface with the budget module	Y			
5	Shall provide the ability to support two way or three way match of data	Y			
6	Shall provide the ability to automatically match vendor invoice, purchase order and receipt	Y			
7	Shall provide complete automatic interface with general ledger	Y			
8	Should provide the ability to track contract retention through the payables subsystem	N			
9	Shall provide the ability to drill down to detail information.	Y			
10	Shall provide the ability to clear year-to-date vendor accumulations and maintain history	Y			
11	Shall provide the ability to interface with the bank reconciliation subsystem	Y			
12	Shall interface with purchasing system	Y			
13	Shall provide the ability to close AP transactions for the period prior to closing the GL	Y			
14	Shall provide the ability to interface with AR system for receipt of income	Y			
15	Shall provide the ability to approve documents on-line	Y			
16	Shall provide a vendor payment subsystem to track vendor payments, adjustments, voids by vendor, online inquiry plus reporting	Y			
17	Should provide the ability to maintain a table of account distribution breakdown and use this to distribute cost on a percentage basis	Y			
	Invoice Processing				
18	Shall provide the ability to enter non-purchase order and purchase order invoices	Y			

		Mandatory (Y/N)	The Council Priority/Impact (Highly Desirable or Desirable)	Vendor Response Code	Comments
19	Shall provide the ability to produce credit and debit memos to adjust the amount due if items are returned or if an invoice is incorrect	Y			
20	Shall provide the ability to allow multiple payments for one invoice and one payment for multiple invoices	Y			
21	Shall provide the ability to retain multiple remit-to vendor information	Y			
22	Shall provide the ability to track vendor invoice number to prevent duplication of payment	Y			
23	Should provide the ability to list paid or unpaid invoices over specified dollar limit	N	HD		
24	Shall provide the ability to create an AP aging report	Y			
25	Should provide the ability to list unpaid invoices by due date	Y			
26	Shall provide the ability to report on month-to-date and year-to-date purchases by vendor	Y			
27	Shall provide the ability to create vendor alerts for past due status	Y			
28	Should provide invoice document imaging	Y			
29	Shall provide the ability to provide error checks on invoice v. receiving documents	Y			
30	Shall provide the ability to take discounts based on payment terms	Y			
31	Shall provide the ability to view the receipt status (received, returned, etc.) for requisition items	Y			
	Check Processing				
32	Shall provide the ability to prevent duplicate payments	Y			
33	Shall provide a system to generate accounts payable checks daily, weekly, monthly, or on demand	Y			
34	Shall provide the ability to support EFT payments	Y			
35	Should have the ability to produce checks in various sequences	N			
36	Shall have the ability to provide for automatic restart procedures for the check printing routine	Y			
37	Shall provide the ability to prevent the printing of blank, negative, or zero amount checks	Y			
38	Shall provide the ability to enter manual checks into the system	Y			
39	Should provide the ability to create automatic recurring check requests	N	HD		
40	Shall provide the option of consolidating multiple check requests for a single vendor into one check	Y			
41	Shall allow multiple general ledger accounts per check request	Y			
42	Shall permit partial payments against purchase orders	Y			
43	Shall provide the ability to bypass or require materials receipt prior to a check request, based on payment request type	Y			
44	Shall provide the ability to track all checks to vendor	Y			
45	Shall provide the ability to tie checks and invoices to check claim request	Y			
46	Shall provide automatic interface between check process and vendor data update	Y			
47	Should provide the ability to identify and report checks processed by user	N	HD		
48	Shall provide the ability to void checks with automatic GL reversal and verify account string	Y			
49	Shall provide the ability to run checks to separate bank accounts	Y			
50	Should provide the ability to use multiple bank accounts in a single check run	N			
51	Should provide the ability to void checks with automatic invoice reopening	N			
52	Shall provide batch processing capability	Y			

		Mandatory (Y/N)	The Council Priority/Impact (Highly Desirable or Desirable)	Vendor Response Code	Comments
53	Should provide the ability to record handwritten checks and voided checks and apply amounts to the designated GL accounts	N			
54	Shall provide the ability to list multiple items on a check request and assign each item to a GL account	Y			
55	Shall provide a MICR encoding check feature to blank check stock / electronic signature.	Y			
56	Shall provide a detailed final check register	Y			
57	Shall provide the ability to place check request on hold	Y			
58	Shall provide the ability to place a vendor on check hold	Y			
59	Shall provide an open check request report for all check requests awaiting payment: based on AP subsystem, check request dates, and operator	Y			
60	Shall have the ability to produce a file containing all rejected check reconciliation transactions	Y			
61	Shall have the ability to delete selected check information on the error suspense file using appropriate security controls	Y			
62	Shall have the ability to retain cleared checks in a check reconciliation data base for inquiry and/or reporting purposes	Y			
63	Shall have the ability to place a stop payment on checks and generate the appropriate general ledger transaction	Y			
64	Should have the ability to produce a monthly detailed, stale-dated checks listing	Y			
65	Shall have the ability to produce monthly check reconciliation reports of manual transactions	Y			
	1099 Reporting				
66	Shall provide user security for modifying 1099 amount if error found	Y			
67	Shall provide the ability to print 1099 forms	Y			
68	Shall provide the ability to generate 1099 reports by ID, SSN, vendor number, and vendor name	Y			
69	Shall produce 1099s for applicable vendors and produce 1099 electronic transmissions as required by federal government and State of Virginia	Y			
70	Shall produce on demand 1099 trial reports for auditing purposes	Y			
	Queries / Reporting				
71	Shall have the ability to produce summary outstanding check report by user-defined time frame	Y			
72	Shall provide the ability to print, view, and create electronic file for vendor history	Y			
73	Shall provide the ability to produce an account distribution report by account number sequence	Y			
74	Shall provide the ability to run a report of unpaid invoices by vendor	Y			
75	Shall provide the ability to report of open A/P on a variety of levels such as vendor, GL account, due date	Y			
76	Shall provide cash requirements report based on unpaid AP, check requests, check request dates, and operator code	Y			
77	Shall have the ability to produce a reconciliation activity report showing all the daily online update activity in the system	Y			
78	Shall have the ability to produce reports showing discounts taken and lost	Y			

		Mandatory (Y/N)	The Council Priority/Impact (Highly Desirable or Desirable)	Vendor Response Code	Comments
ACCOUNTS RECEIVABLE					
	General				
1	Shall provide the ability to drill down from any field within the accounts receivable screen to any functional module within the system	Y			
2	Shall track all receivables and payments in detailed and easy to understand format	Y			
3	Shall provide ACH capability for direct deposit	Y			
4	Shall provide reverse NSF checks and apply user defined NSF charge	Y			
5	Shall provide comprehensive aged accounts receivable reporting subsystem	Y			
6	Shall provide the ability to create GL transactions and interface with the grant receivable ledger	Y			
7	Shall provide the ability to print on-demand detailed receivable ledger	Y			
8	Shall provide the ability to close AR transactions for the period prior to closing the general ledger	Y			
9	Should be able to track commercial leases for office or other space rented	N	HD		
10	Shall provide the ability to create recurring charges	Y			
11	Shall provide the ability to create monthly charges	Y			
12	Shall provide the ability to print messages on invoices	Y			
	Cash Collection				
13	Shall provide data entry screen for cash collection posting	Y			
14	Shall provide seamless interface with general ledger	Y			
15	Shall provide the ability to automate bank reconciliation process	Y			
16	Should provide the ability to interface with banking system	Y			
17	Shall provide the ability to drill down from any field within the cash collection screen to any functional module within the system	Y			
FIXED ASSETS					
	General				
1	Shall provide the ability to track assets by number, description, type, tag number, location, purchase order, invoice or lease, acquisition date, and other user defined fields	Y			
2	Shall provide the ability to purge and restore historical data	Y			
3	Should provide the ability to identify fixed assets as they are purchased through the purchase order process (a flag or indicator to identify a fixed asset item as it is purchased)	Y			
4	Should provide the ability to retain current fixed asset numbers after conversion to new system	Y			
5	Shall provide the ability to track the status of an asset (new, disposed)	Y			
6	Shall provide the ability to track depreciation amount of an asset	Y			
7	Shall provide the ability to track cost of an asset	Y			
8	Shall provide the ability to track assets by fund or account in the general ledger	Y			
9	Shall provide the ability to group assets by user defined type of asset (vehicles, office equipment, computers, etc.)	Y			
10	Shall provide the ability to track depreciation methods and/or year	Y			
11	Shall provide the ability to report assets by user defined type of asset or location	Y			
12	Should provide the ability to track salvage values/replacement costs	Y			

		Mandatory (Y/N)	The Council Priority/Impact (Highly Desirable or Desirable)	Vendor Response Code	Comments
13	Should provide the ability to track insurance information	Y			
14	Should provide the ability to calculate depreciation using different depreciation methods	Y			
15	Should provide the ability to track different phases of an asset (e.g. original cost, betterments)	Y			
16	Should provide the ability to track funding sources	Y			
17	Shall provide the ability to purge data	Y			
18	Should provide the ability to align assets with monthly close, year-end processes with general ledger	Y			
19	Should provide the ability to provide reconciliation of sub ledger to general ledger accounts	Y			
20	Shall provide the ability to validate account combination codes	Y			
21	Shall provide the ability for the system to generate depreciation postings and post automatically t the general ledger	Y			
22	Should allow users t assign fixed assets to one or more programs, users and/or locations	N			
23	Shall provide the ability to drill down from any field within the fixed assets screen to any functional module within the system	Y			
24	Shall provide the ability to calculate "back" depreciation to original acquisition date	Y			
25	Shall provide the ability to automatically flag an asset when it is time to retire it from the fixed asset system	Y			
26	Shall provide the ability to update or change depreciation information for a group of assets	Y			
	Reporting				
27	Shall provide the ability to provide exception reporting (e.g. fixed assets not posted to the general ledger)	Y			
PROCUREMENT					
	General				
1	Shall allow for change orders to be entered to purchase orders after it has been printed and processed	Y			
2	Shall automatically generate purchase orders	Y			
3	Shall process manually generated purchase orders	Y			
4	Shall provide the ability to analyze in detail and in summary procurement items based on specific criteria	Y			
5	Shall provide the ability to verify budget availability of funds for expenditure prior to issuance of purchase order and establishment of encumbrance	Y			
6	Shall provide the ability to generate over budget notices to accounting and inhibit release of purchase order until approval is granted	Y			
7	Shall provide the ability to distribute amount of purchase order to several general ledger accounts	Y			
8	Shall provide the ability to order, receive, and pay from account strings using one purchase order	Y			
9	Shall provide the ability to enter any discount which will override standard terms and enter a variety of terms, conditions, clauses, or provisions to purchase orders	Y			
10	Should provide the ability to track if a discount is taken	Y			
11	Shall provide the ability to transfer purchase order data and receive data to accounts payable database without re-entry of data	Y			
12	Should provide the ability to limit purchase orders to a specified dollar amount by authority level	Y			
13	Shall provide the ability to modify and/or cancel purchase order	Y			

		Mandatory (Y/N)	The Council Priority/Impact (Highly Desirable or Desirable)	Vendor Response Code	Comments
14	Shall automatically create purchase order number and purchase request number	Y			
15	Should provide the ability to generate procurement formats for invitation for bid, request for quotation, request for proposal, and print terms and conditions	Y			
16	Shall provide the ability to track changes to purchase orders by user ID, date and time	Y			
17	Shall provide the ability to drill down from purchase order to requisitions	Y			
18	Shall provide the ability to drill "up" to invoices and payments from purchase orders	Y			
19	Shall provide the ability to re-open a purchase order closed in error	Y			
20	Should provide the ability to inquire from vendor level all open and closed purchase orders	Y			
21	Shall provide user defined fields	Y			
22	Shall provide the ability to identify items in purchase orders as fixed assets	Y			
23	Shall provide seamless integration with other subsystems to reduce data entry. (e.g. if PO number is entered, vendor information should populate from PO)	Y			
24	Shall allow user assigned or system assigned vendor numbers	Y			
25	Should provide the ability to process electronic purchase orders and automatically submit to vendors	Y			
26	Shall provide the ability for various approvals and denials when processing requisitions	Y			
27	Should provide the ability to turn multiple requisitions into one purchase order	Y			
28	Shall provide the ability for users to track requisitions through the approval process	Y			
29	Shall provide the ability to print approved requisition and purchase order reports	Y			
30	Shall provide the ability to print requisition and purchase orders by approval level	Y			
31	Shall provide security to restrict staff that orders, receives, and processes payments	Y			
32	Shall provide the ability to print receiving documents by purchase order number, date, receiver, etc.	Y			
33	Shall provide the ability to track and sort by various identified user fields	Y			
34	Shall provide the ability to support two way or three way match of data capabilities	Y			
35	Shall provide the ability to accommodate partial receipts	Y			
36	Should provide the ability to provide internet access for vendor communications	Y			
37	Shall provide ability to attach documents	Y			
	Queries / Reporting				
38	Shall provide the ability to search the database based on vendor name	Y			
39	Shall record, track, and report on purchase orders, receiver, invoice and payable cycles	Y			
40	Shall provide the ability to create reports for outstanding requisitions, purchase orders, and receivers	Y			
41	Shall provide the ability to produce reports for various activities using defined fields such as M/WBE	Y			
42	Shall provide the ability to produce reports for each buyer using user entered time frame	Y			
43	Shall provide the ability to produce open orders by buyer report	Y			
44	Shall provide the ability to report on requisitions and purchase orders by date, number, stock number	Y			

		Mandatory (Y/N)	The Council Priority/Impact (Highly Desirable or Desirable)	Vendor Response Code	Comments
	Quote Features				
45	Should provide the ability to input and track quotes	Y			
46	Should provide the ability to track quotes through the system to contracts, purchase orders, and payments	Y			
47	Should provide the ability to modify request for quote letter	Y			
48	Should provide the ability to print a request for quote letter	Y			
49	Shall provide the ability to select vendors and bidders based on commodity codes for all reporting	Y			
	Bidder Features				
50	Should provide the ability to enter bidders into the system and track from bidder to vendor	Y			
51	Should provide the ability to send bids to bidders and current vendors	Y			
52	Shall provide the ability to classify bidders by commodity codes	Y			
53	Shall provide the ability to track bid responses by bid number	Y			
54	Shall provide the ability to enter and print user defined bid tabulation form	Y			
55	Shall provide the ability to track completed bids through system (purchasing, receiving, payment, general ledger)	Y			
56	Shall provide the ability to track and sort by various identifiers	Y			
57	Shall provide the ability to track bids by user-defined fields	Y			
	Vendor Features				
58	Shall provide the ability to restrict access to add and/or update vendors by security level	Y			
59	Shall provide the ability to track vendors as suppliers	Y			
60	Shall provide the ability to view open and closed purchases from a vendor	Y			
61	Shall provide the ability for user defined fields in a vendor file	Y			
62	Shall provide the ability to group and track vendors by commodity codes	Y			
63	Shall provide the ability to identify vendors by various types	Y			
64	Shall provide the ability for user defined fields to be used for sorting and grouping vendors	Y			
65	Shall provide notes fields for vendor information	Y			
66	Shall provide the ability to enter multiple addresses, such as a business address, mailing address, billing address, check address	Y			
67	Shall provide a mandatory field for EIN or SSN	Y			
68	Should provide the ability to track vendor payments for a specified period of time	Y			
69	Should provide the ability to print labels (mailing, filing) for vendors	Y			
70	Shall provide the ability to print various reports for vendors	Y			
71	Shall provide the ability to change vendor remittance address	Y			
72	Shall provide the ability to allow inquiry only access to vendor file	Y			
	Reporting				
73	Shall provide the ability to report vendors based on identified criteria	Y			
74	Should provide the ability to report vendors by commodity codes either multiple or single codes	Y			
75	Shall provide the ability to produce reports of vendors with no EIN numbers	Y			

		Mandatory (Y/N)	The Council Priority/Impact (Highly Desirable or Desirable)	Vendor Response Code	Comments
76	Shall provide the ability to provide detailed vendor payments reporting	Y			
	Contract Administration				
77	Shall provide the ability to monitor changes and amend project budgets	Y			
78	Shall provide the ability to produce approval notices for contractor payments	Y			
79	Should provide the ability to record project status	Y			
80	Should provide the ability to analyze contractor utilization and payments	Y			
81	Shall interface with accounts payable, materials/supply inventory, maintenance work order control, purchasing/encumbrance	Y			
82	Shall provide the ability to enter contracts and edit at any time	Y			
83	Shall provide the ability to track purchase orders against a particular contract	Y			
84	Shall provide the ability to track unused portions of the contract via purchase orders	Y			
85	Shall provide the ability to track payment against the contract	Y			
86	Shall provide the ability to distinguish between a service contract and a non-service contract (various commodities)	Y			
87	Shall provide the ability to report on contracts by contract officer	Y			
	Reporting				
88	Shall produce budget performance reports by department and project	Y			
89	Shall provide the ability to report on contracts by various identifiers	Y			
GRANT MANAGEMENT					
	General				
1	Shall provide the ability to drill down from any field within the grants screen to data from other modules	Y			
2	Shall provide the ability to track costs by grant, budget line items, budget categories and by contract	Y			
3	Should provide the ability to track cost by phase	Y			
4	Shall provide the ability to enter descriptions for grants, phases, budget line items, budget categories	Y			
5	Shall provide the ability to enter, revise and delete approved amounts of budget line items (work items) including date entered and revised	Y			
6	Shall provide the ability to revise descriptions of budget line items	Y			
7	Shall provide the ability to assign various budget line items to one grant	Y			
8	Should provide the ability to easily adjust budget fund allocations within multiple work items for a grant	Y			
9	Should provide the ability to code costs into various user defined categories in order to separate out construction/inspection costs from management improvements/administrative costs	Y	HD		
10	Shall provide the ability to track purchase orders by grant and budget line item(s)	Y			
11	Shall provide the ability to maintain an audit trail of revised fields with original and current information and operator or user name	Y			
12	Should provide the ability to maintain contact information and other data for various groups associated with each grant (e.g. consultants, contractors, residents, service providers)	Y			
13	Shall provide the ability to track multiple dates for key administrative milestones	Y			

		Mandatory (Y/N)	The Council Priority/Impact (Highly Desirable or Desirable)	Vendor Response Code	Comments
14	Should provide the ability to track multiple dates for key production activities (relocation, demolition, construction start, construction complete, etc.) by phase and grant	N	HD		
15	Should provide the ability to track administrative milestones and production dates by phase and by grant	Y			
16	Shall provide the ability to track historical information on grants	Y			
17	Should provide the ability to merge contact lists into documents, mailing labels and email distribution lists	N	HD		
18	Shall provide the ability to print data (amount of contract, amount expended, amount in retention, amount remaining, contract name, number, and where obligated) on all open contracts in a grant	Y			
19	Shall provide the ability to track and report obligations and expenditures by grant and budget line item	Y			
20	Shall provide the ability to track funding sources	Y			
21	Should provide the ability to calculate cash available	Y			
22	Shall provide the ability to manage, track, and account for multi-year grants	Y			
23	Shall provide the ability to close out grants while retaining history	Y			
24	Shall provide the ability to purge data	Y			
25	Should provide the ability to align with monthly close, year-end processes with general ledger	Y			
26	Should provide the ability to establish grant year that is different from fiscal year	Y			
27	Should provide the ability to provide reconciliation of sub ledger to general ledger accounts	Y			
28	Shall provide the ability to validate account combination codes	Y			
29	Shall provide the ability to interface with GL	Y			
30	Shall provide the ability to report and identify all grants	Y			
31	Shall provide the ability to copy user specified fields of an existing grant for the purpose of establishing a new grant	Y			
32	Should provide the ability to notify a user that a grant submission period is approaching or has ended	Y			
33	Should provide the ability to display comments for a grant	Y			
34	Shall provide the ability to attach documents	Y			
35	Shall provide the ability to create and track invoicing	Y			
	Queries / Reporting				
36	Shall provide the ability to report grants by user defined categories	Y			
	General Reporting / Query				
37	Should provide the ability to create report query files	Y			
38	Should provide extensive reports with customizable filters including the ability to go back in time and generate past periods	Y			
39	Shall provide the ability to create ad hoc queries and reports	Y			

ATTACHMENT B

CERTIFICATE OF NON-SEGREGATED FACILITIES

The offeror certifies that he does not maintain or provide for its employees any segregated facilities at any of its establishments, and that he does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror certifies further that he will not maintain or provide for its employees any segregated facilities at any of its establishments, and that he will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of the bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion. or national origin, because of habit, local custom, or otherwise. The offeror agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in its files.

Date_____, 20_____ _____
(Name of Offeror)

Official Address By _____

_____ Title _____

_____

_____

ATTACHMENT C

STATEMENT OF OFFEROR'S QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The offeror may submit any additional information he desires.

1. Name of offeror.

2. Permanent main office address, including City, State, Zip Code, Phone Number and Fax Number.

3. When organized?

4. If incorporated, where incorporated?

5. How many years have you been engaged in business under your present firm or trade name?

6. Contracts on hand: (Schedule these, showing gross amount of each contract and the appropriate anticipated dates of completion). See attached

7. General character of work performed by your company.

8. Have you ever failed to complete any work awarded to you? If so, where, and why?

9. Have you ever defaulted on a contract? If so, where, and why? Is the offeror or any of its principal staff on any federal, state, or local debarment list? If yes, explain.

10. List the more important contracts recently completed by you, stating approximate gross cost for each, and the month and year completed.

11. List your major equipment available for the performance of this Contract.

12. Describe your experience in work similar in nature to this project. Provide a listing of at least three (3) current or recent accounts, either commercial or government (e.g., another public or workforce development project of similar dollar value) that your company is servicing, has serviced, or has provided similar services. Include a short description of the project, timeline, and dollar value. Also provide contact information including the company name, contact person name, telephone number and email address.

1. Project Description: _____

Timeline/Dates of Service: _____

Dollar Value: _____

Company Name: _____

Contact Person Name: _____

Contact Person Telephone Number:
_____

Contact Person Email Address:
_____

2. Project Description: _____

Timeline/Dates of Service: _____

Dollar Value: _____

Company Name: _____

Contact Person Name: _____

Contact Person Telephone Number:
_____

Contact Person Email Address:
_____

3. Project Description: _____
Timeline/Dates of Service: _____

Dollar Value: _____

Company Name: _____

Contact Person Name: _____

Contact Person Telephone Number:
_____

Contact Person Email Address: _____.

13. List the background and experience of the principal members of your organization including the officers.

14. You are required, upon request, to fill out a detailed financial statement and furnish any other information that may be required by THE WORKFORCE COUNCIL. Do you agree to provide such information upon request?

15. Have you ever been a party to or otherwise involved in any action or legal proceedings involving matters related to allegations of discrimination based on race, color, nationality, sex, or religion? If so, give full details.

16. Have you ever been accused of discrimination based upon race, color, nationality, sex, or religion in any action or legal proceeding, including any proceeding related to any Federal Agency? If so, give full details.

17. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by in verification of the recitals comprising this Statement of Offeror's Qualifications.

Dated at this _____ day of _____, 20_____.

_____
(Name of Offeror)

By:

_____

Title: _____

State of _____)
) ss.
County of _____)

_____, being duly sworn, deposes and says he is
_____
(Title)
of _____ and that the answers to the
(Name of Organization)

foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this _____ day of _____, 20____

My Commission Expires _____

ATTACHMENT D
NON-COLLUSIVE AFFIDAVIT

State of _____)
County of _____)

_____, being first duly sworn, deposes and says that:

(1) He is _____
(Owner, Partner, Officer, Representative or Agent)
of _____, the Offeror that has submitted the attached bid.

(2) He is fully informed with respect to the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid.

(3) Such bid is genuine and is not a collusive or sham bid.

(4) Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Offeror, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the bid price or the bid price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against THE WORKFORCE COUNCIL or any person interested in the proposed contract; and

(5) The price or prices in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____
(Name)

_____
(Title)

Subscribed and sworn to before me
this _____ day of _____ , 20____

_____

_____

My Commission Expires _____

ATTACHMENT E

DISCLOSURE OF LOBBYING ACTIVITIES

(See attached PDF Form)

View Burden Statement

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2025

Review Public Burden Disclosure Statement

1. * Type of Federal Action:
- [X] a. contract
- [■] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [X] b. initial award
- [ ] c. post-award

3. * Report Type:
- [X] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[X] Prime [ ] SubAwardee

** Name*

** Street 1* *Street 2*

** City* *State* *Zip*

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:

7. * Federal Program Name/Description:

CFDA Number, *if applicable:*

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$

10. a. Name and Address of Lobbying Registrant:

Prefix ** First Name* *Middle Name*

** Last Name* *Suffix*

** Street 1* *Street 2*

** City* *State* *Zip*

b. Individual Performing Services (including address if different from No. 10a)

Prefix ** First Name* *Middle Name*

** Last Name* *Suffix*

** Street 1* *Street 2*

** City* *State* *Zip*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:**

***Name:** *Prefix* ** First Name* *Middle Name*

** Last Name* *Suffix*

Title: **Telephone No.:** **Date:**

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

ATTACHMENT F

STANDARD FORM 424 B STANDARD ASSURANCES (NON-CONSTRUCTION PROGRAMS)

(See attached PDF Form)

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED