

Request for Proposals

Financial and Compliance Audit Services RFP# FCA-2



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

**Issue Date: May 1, 2023
Preproposal Conference: May 18, 2023
Closing Date and Time: June 1, 2023, 4:00 P.M. Eastern Time**

This communication serves to apprise you and your firm of the above Request for Proposal (RFP) for Financial and Compliance Audit Services. 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)
FINANCIAL AND COMPLIANCE AUDIT SERVICES
HAMPTON ROADS WORKFORCE COUNCIL**

Issue Date: May 1, 2023
Title: Financial and Compliance Audit Services
Issuing Agency: Hampton Roads Workforce Council
999 Waterside Drive, Suite 1314
Norfolk, Virginia 23510

Period of Contract: From Date of Award through one year with up to four (4) one-year renewals.

Proposals Will Be Received Up to June 1, 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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FINANCIAL AND COMPLIANCE SERVICES RFP

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ATTACHMENT(S):

- Certificate of Non-Segregated Facilities – Attachment A
- Statement of Offeror’s Qualifications – Attachment B
- Non-collusive Affidavit – Attachment C
- Disclosure of Lobbying Activities – Attachment D - PDF Document
- Standard Form 424B Standard Assurances (Non-Construction Programs) – Attachment E – PDF

I. PURPOSE

The Hampton Roads Workforce Council (THE WORKFORCE COUNCIL) is requesting an audit of its accounts and records for the twelve (12) month period ending June 30, 2023, and each year thereafter that the contract is in effect in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants. The services will include the audit of the Hampton Roads Workforce Foundation (THE WORKFORCE FOUNDATION) accounts and records for the twelve (12) month period ending June 30, 2023.

The Firm shall audit all statements and disclosures required by generally accepted accounting principles and required legal statements and disclosures of all funds. The audit shall be conducted with the report rendered in accordance with Generally Accepted Auditing Standards, Government Auditing Standards, and requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). The audit shall be sufficient in scope to enable the Firm to express opinions on HRWC's financial statements and compliance with laws, regulations, contracts and grants applicable to major federal programs.

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 employs 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 seekers 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

Standards:

The audit must be conducted in accordance with generally accepted auditing standards and must produce all reports required per the current edition of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). and the "Yellow Book" (Standards for Audit of Governmental Organizations, Programs, Activities and Functions, Comptroller General of the United States). The audit must also contain the Auditor's Report on Statement and Certification of actual costs expended under federal awards and contractual agreements which will be required in fiscal years in which such grants or contracts are closed out by HRWC.

Time Requirements:

The audit shall be substantially complete by each year by March 1st. Final audit must be completed with reports rendered by each year by March 31st. If HRWC is unable to provide schedules/documents and requested work papers by the agreed upon scheduled time, then the above time frame will be appropriately extended. The audit activities will also include preparation of a letter disclosing and discussing informal/non-material comments (not included in management letter); a management letter presentation to the Board of Commissioners, Finance and Administration Committee of the Board of Commissioners, Chief Executive Officer, Controller, and other key staff; and prior to submission of the completed report, the auditor shall review a draft of each proposed report with the HRWC staff.

Deliverables:

Upon completion of the audit, an audit report consisting of those elements described in the respective audit guides and standards shall be issued. The auditor shall then submit the Financial Report prepared by HRWC with the Firm's audit opinions to the HRWC'S Finance and Strategy Committee and to the Board of Directors. HRWC may require the submission of 10 hard copies of the audit report and financial statements as well as an electronic copy of the same.

Covenant Compliance:

The scope of services shall include auditing and reporting on covenant compliance as required by documents containing such covenants.

Work Papers:

The Firm shall retain the audit work papers for five (5) years after the date of the audit report and make these work papers available for review, inspection, and reproduction by HRWC.

Additional Work:

In the event that circumstances arise during the audit that requires work to be performed above the original estimate, any additional cost shall be negotiated prior to commencement of work. No additional services shall be provided without a change order for services.

Additional Requirements:

The Firm shall be:

- Licensed in the Commonwealth of Virginia,
- Independent of HRWC's and the HRWF's staff and activities.
- Compliant with applicable requirements for peer review and professional continuing education.
- Required to prepare one (1) 501(c) (3) Annual Tax Return.
- Affirm that the offeror is a firm registered with the Virginia Board of Accountancy or otherwise satisfies the requirements of 54.1-4412 of the Code of Virginia to be able to offer public accounting services in Virginia.
- Certify that the Offeror meets the independence standards of the American Institute of Certified Public Accountants' Code of Professional Ethics and the independence standards set forth in the GAO Standards.
- Affirm that lead staff assigned to the HRWC audit are certified public accountants (CPA) who are either currently licensed to practice public accounting in Virginia and in good standing with the Virginia Board of Accountancy, or authorized to practice in Virginia under the substantial equivalency provisions of the Virginia Board of Accountancy's regulations and in good standing in his/her state of licensure.
- The bidder within the last 24 months was an active primary auditor for a regional

- or local Workforce Development Agency and/or local government or state agency.
- The bidder has current staff member(s) who have worked on audit(s) of workforce development organizations, local governments, state agencies, and/or non-profit organizations.
 - The bidder will provide a listing of the current staff members who may work on the HRWC audit if chosen who have experience auditing other workforce development agencies and/or local government and state agencies. Lists should include the individual's name, title and listing of all workforce development organizations, local government, state agencies, and/or non-profit agencies audits' they have worked on currently or previously.
 - The References Section must include at least a local government, state agency, or non-profit organization as a reference.
 - The firm chosen will make available its workpapers and notes to any successor auditors when requested.

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 June 1, 2023, at 4:00 P.M. Eastern Time

RFP #FCA-2

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. Experience in providing financial and compliance audit services or other related services for Workforce Development Organizations, Federal, State, and Local Governments, as well as Nonprofit Organizations, highlighting specific accomplishments of your company and its staff in providing the services described in the Statement of Needs.
 - b. Names, qualifications, and experience of personnel to be assigned to the contract. HRWC prefers a firm with current staff member(s) who have worked on audit(s) of Workforce Development Organizations, Federal, State, and Local Governments, as well as Nonprofit Organizations. Lists should include the individual's name, title and listing of all the Workforce Development Organizations, Federal, State, and Local Governments, as well as Nonprofit Organizations audits' they have worked on currently or previously.
 - c. Resumes of staff to be assigned to the contract.
 - d. Proof of license and professional designation for each person who will perform under the contract.
4. The offeror's ability to successfully complete a project of this scope, size, and nature. Information outlining their experience in providing the services.
5. Provide information defining similar projects, services performed, changes recommended in the operations and benefits realized by the clients. HRWC prefers a firm that, within the last 24 months, was an active primary auditor for a regional or local Virginia housing authority.
6. Provide information outlining how specific plans for providing the services outlined including: (i) list of proposed services, (ii) how services will be performed and scheduled, (iii) Method of initiating services and (iv) proposed approach and methodology.

7. Description of any other services the Offeror may wish to propose. Examples of possible services could include the offering of other types of planning services not outlined in the solicitation.
8. A list of at least three (3) references where the Offeror has provided the services described in the RFP. Include the organization, contact name, title, location, telephone number, and email address. Provide information on past and current contracts. References from at least one Workforce Development Organization is desired.
9. Detailed Proposed Fees: Proposers must include a fee schedule for the services to be rendered under this contract. The schedule should indicate cost for services and specify that all costs shall be held firm and fixed by the firm for a period at least ninety days following submission of the proposal. Fee proposals shall also identify anticipated reimbursable expenses.

V. EVALUATION AND AWARD CRITERIA

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

1.	<p>Expertise, Experience, and Qualifications: Expertise and qualifications in providing the services outlined in the RFP.</p> <p>References, past and present contracts, and experiences with providing financial and compliance audit services to Workforce Development Organizations, Federal, State, and Local Governments as well as to Nonprofit Organizations.</p> <p>Information regarding the size of the firm, staffing, and financial stability.</p>	50
2.	<p>Implementation, Strategy, Approach, & Methodology: The offeror’s approach for the implementation and operation of the services outlined in the RFP and the portfolio of services offered. Quality and feasibility of offeror’s plans to implement Audit Services for HRWC.</p>	30
3.	<p>Proposed Pricing and Fees: Fees outlined in the pricing schedule.</p>	20
	TOTAL	100

B. Award of the Contract:

Selection shall be made of the offeror deemed to be fully qualified and best suited among those submitting proposals on the basis of 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 offeror so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with the offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. HRWC 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 HRWC 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 contractor'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 the vendors 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	May 1, 2023
Pre-Proposal Conference (Non-Mandatory)	May 18, 2023 – 1:00 P.M. Eastern Time
Requests for Clarification and Questions	May 25, 2023 – 4:00 P.M. Eastern Time
Proposals Submission	June 1, 2023 – 4:00 P.M. Eastern Time
Complete Evaluations	June 30, 2023
Complete Contract Negotiations and Statement of Work	July 30, 2023
Finance and Executive Committees Review	August 2023
Board Approves Contract	September 2023
Contract(s) Executed	September 2023
Implementation Begins	October 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.

V. 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).

W. 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.

X. 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.

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 four (4) 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 offeror 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.

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

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 B
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: _____

ATTACHMENT C
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 D
DISCLOSURE OF LOBBYING ACTIVITIES

(See attached PDF Form)

ATTACHMENT E

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

(See attached PDF Form)