

REQUEST FOR PROPOSALS
RFP NO. SMTMC-2023

Hampton Roads Workforce Council
 999 Waterside Drive, Suite 1314
 Norfolk, VA 23510
 757-314-2370
 Fax 757-622-0944

www.theworkforcecouncil.org

Title	Social Media and Targeted Marketing Campaign
Date of Issue	September 18, 2023 by 5:00 p.m. Eastern Time
Deadline for Submitting Questions	September 29, 2023 by 5:00 p.m. Eastern Time <i>All questions shall be submitted in writing via email to the Primary Contact. Telephone queries will not be accepted. Answers to questions will be posted on the HRWC website without further notice.</i>
Proposal Conference Date	October 2, 2023. 10 a.m. Eastern Time
Deadline for Proposal Submissions	October 13, 2023 by midnight, Eastern Time
Primary Contact Information	Contact Name: Whitney Lester Title: Senior Director, Talent Development Email Address: wlester@theworkforcecouncil.org
Project Overview	The purpose of the Request for Proposals (RFP) is to solicit qualified marketing agency or firms to develop and execute a comprehensive digital marketing campaign aimed at increasing awareness and knowledge of the maritime industry among K – 12 students, transitioning military personnel, veterans, military spouses, and the general population of the Hampton Roads Region. The primary goal is to direct individuals with the region to available jobs and training opportunities within the maritime industry. Through this RFP, the Council intends to identify an entity or multiple entities who can align with our brand values and help us achieve our marketing objectives in an innovative and impactful manner. Full Details are listed under Statement of Work.
Initial Contract Period	November 1, 2023, to December 31, 2024
Contract Renewal	Awarded contracts have the potential to undergo renewal or expansion contingent on the Council securing additional funding.

The Hampton Roads Workforce Council is seeking proposals from qualified entities (the “Proposer”) to furnish the goods and/or services described herein, and proposals will be received at the Hampton Roads Workforce Council, via electronic means at RFPsubmissions@theworkforcecouncil.org, through the due date and hour shown above (local prevailing time). **Ensure the subject line reads: SMTMC-2023 Proposal**, any submissions without this subject line will not be reviewed and/or considered.

TABLE OF CONTENTS

	PAGE
I. Introduction	01
II. Purpose and Solicitation	01
III. Background	05
IV. Statement of Work	06
V. Proposal Preparation and Submission Instructions	08
VI. Evaluation Criteria	11
VII. Award of Contract	11
VIII. Reporting and Delivery Instructions	11
IX. General Requirements, Terms, and Conditions	12
X. Special Terms and Conditions	21
XI. Method of Payment	25
XII. Pricing Schedule	25

ATTACHMENTS:

Attachment A: Proposal Submission Form

Attachment B: Certificate on Non-Segregated Facilities

Attachment C: Statement of Offeror's Qualifications

Attachment D: Non-Collusive Affidavit

Attachment E: Proprietary Information Form

Attachment F: Disclosure of Lobbying Activities (PDF Document)

Attachment G: Standard Form 424 Standard Assurances (Non-Construction Programs)
(PDF Document)

I. INTRODUCTION

The Hampton Roads Workforce Council (Council) is a local government authority chartered under The Code of Virginia by the Cities of Chesapeake, Franklin, Hampton, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Virginia Beach and Williamsburg and the Counties of Gloucester, Isle of Wight, James City County, Southampton, and York, Virginia, that serves as the operating arm of the Hampton Roads Workforce Council Board of Directors (HRWC-BOD).

The HRWC-BOD is appointed by the Chief Local Elected Officials (CLEOs) of the jurisdictions listed above, **which are collectively known as Local Workforce Development Area (LWDA 14)** and consists of approximately 1,900,000 residents. The Council's primary responsibilities in support of the HRWC-BOD and the CLEOs are implementing, facilitating and managing federal workforce development funds; partnering with various entities, both public and private; providing strategic workforce development solutions designed to assist businesses in accessing qualified workers and job seekers in search of suitable career and training opportunities to bolster their earning potential.

The Council is the regional convener of regional industry leaders, skilled trades training providers, and the Virginia Community Colleges' workforce development programs. The organization is the hub to many key spokes in the training and development of our current and future workforce in Hampton Roads, especially in key industry clusters.

II. PURPOSE AND SOLICITATION

The purpose of the Request for Proposals (RFP) is to solicit qualified marketing agency or firms to develop and execute a comprehensive digital marketing campaign aimed at increasing awareness and knowledge of the maritime industry among K – 12 students, transitioning military personnel, veterans, military spouses, and the general population of the Hampton Roads Region. The primary goal is to direct individuals with the region to available jobs and training opportunities within the maritime industry. Through this RFP, the Council intends to identify an entity(s) who can align with our brand values and help us achieve our marketing objectives in an innovative and impactful manner.

The Council is inviting proposals from capable entities through a competitive proposal process. The purpose is to select a qualified entity(s) that will undertake the development and expansion of the marketing campaign as specified in this RFP. This RFP outlines the Scope of Work required. Multiple contracts may be awarded in response to this RFP, all aimed at fulfilling the requirements outlined in the Scope of Work. ***The Council enthusiastically urges entities to submit proposals that emphasize their particular areas of expertise within the Scope of Work.*** The Council intends to grant contracts totaling more than \$2.5 million to successful proposals.

Additional funding may become available as the Council secures discretionary grants, at which time, terms of awarded contracts under this RFP may be amended.

This RFP does not commit the Council to accept any proposal submitted, nor is the Council responsible for any costs incurred by the proposer(s) in the preparation of responses to this RFP.

The Council reserves the right to (a) reject any or all proposals, or (b) to accept or reject any or all items in the proposal.

The Council reserves the right to negotiate with the proposer(s) after proposals are reviewed, if such an action is deemed to be in the best interest of the Council.

The specifications outlined in this RFP have been determined to be of a minimum acceptable standard. The Proposer(s) are encouraged to submit a proposal that will provide the best quality and cost-effective option for the services being requested.

RFP Release, Timeline and Questions

RFP Release Date:	September 18, 2023
Proposal Conference Date	October 2, 2023, 10:00 a.m. Eastern Time
Final Deadline for Questions Submitted in writing via email to Whitney Lester, Senior Director Talent Development at wlester@theworkforcecouncil.org	September 29,2023, Midnight, Eastern Time
RFP Proposal Due Date	October 13,2023 Midnight, Eastern Time
HRWC-BWSC Proposal Review and formulation of selection recommendations	October 20, 2023
HRWC-BOD and CLEOs meet	November 1,2023
Contract Negotiations Completed	November 10, 2023

NOTE: Dates are subject to change.

Beginning on September 18, 2023, the RFP will be available for download from the Council website at www.theworkforcecouncil.org. If you have difficulty downloading the RFP, or have any questions, please contact the primary contact as listed.

Pre-Proposal Conference

Pre-proposal vendor conference will be scheduled on the date described in the above chart, via web access. Attendance at the pre-proposal conference is not mandatory, please register by emailing Whitney Lester, wlester@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 the pre-proposal conference is to allow potential offerors to ask questions and obtain clarifications relative to any facet to this solicitation.

While attendance at the conference is not mandatory to submit 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 Council's website at www.theworkforcouncil.org.

III. BACKGROUND

A notable obstacle to addressing the shortage of maritime jobs in Hampton Roads is the prevailing lack of awareness regarding the range of career opportunities in this sector. Insights gained from focus group research conducted with high school students and their parents in the Hampton Roads area reveal misconceptions about maritime employment and the potential for successful careers it offers. The most expedient solution to dispel these misperceptions is targeted marketing.

Demonstrating the effectiveness of targeted marketing, Newport News Shipbuilding executed a pilot marketing program in 2022, yielding substantial results with a modest investment. This initiative included strategic elements such as 30-second commercials, a digitally targeted ad campaign confined to specific businesses and training facilities and paid social media advertising. As a result, Newport News Shipbuilding witnessed a remarkable surge of over 40% in job applications and an almost 30% increase in applications for trades jobs year over year.

With the involvement of the Submarine Industrial Base (SIB) in a nationwide maritime job portal (buildsubmarines.com), a new avenue has emerged to launch a comprehensive marketing campaign. This campaign is envisioned to facilitate applications for regional positions within the SIB, encompassing both job opportunities and training programs. A crucial aspect of this endeavor is its alignment with national efforts, achieved through ongoing dialog and collaboration with the SIB.

The execution of the marketing campaign entails the engagement of a proficient third-party marketing firm(s). Their responsibilities encompass conducting focus groups, polling for essential messaging, and formulating creative outreach products and advertising strategies. Feedback from the HR Regional Workforce Training System staff and Board will contribute to the refinement of these approaches. The campaign's primary target groups encompass middle and high school students, parents of these students, skilled trades workers, Transitioning Service Members/Veterans/Spouses, and individuals engaged in low-wage jobs or professions lacking clear advancement pathways. Tailored ad messaging utilizing microtargeting and geofencing techniques will effectively reach each distinct audience. Moreover, the campaign will be tailored to various programs under the HR Regional Workforce Training System, including GOTEC, Hampton Roads Veterans Employment Center, GEMS, and others.

As the marketing campaign progresses, the Council and the contracted marketing firm(s) will diligently monitor key performance metrics such as impressions, click-through rates, and user actions. Additionally, application rates at targeted employers and training providers will be tracked. These metrics will be pivotal in informing decisions regarding campaign enhancements and future investments.

IV. STATEMENT OF WORK

The Hampton Roads Region boasts several notable features, including the third busiest port on the eastern coast, the world's largest naval base, the nation's largest ship and boat building and repair subsector, and an upcoming distinction as the largest offshore wind farm site in the country. As a result of the region's flourishing maritime "blue/green" economy, there has been a significant surge in demand for skilled maritime professionals to cater to the diverse workforce requirements of this sector. It's essential to advocate for the array of maritime industries and opportunities present within our region, by targeting diverse audiences through the following Statement of Work:

A. Focus Groups and poll for key messaging:

Engaging in focus group studies is crucial to formulating core messages and influencing the development of outreach products, innovative messaging, and strategic ad placements. The contractor's responsibilities encompass collaborating with Council staff and stakeholders, recruiting, facilitating, and collecting data, all aimed at ensuring that the campaign's messaging effectively resonates with a wide-ranging audience. The completion of this work is a prerequisite for commencing outreach and marketing efforts, proposals should emphasize the importance of swift turnarounds times.

The comprehensive results should be organized into a thorough report that showcases insights, substantiated by direct quotations or statistical findings. The report should distinctly outline the ramifications and offer recommendations derived from the data, which will guide:

- i. Creating an awareness campaign for our diverse audience aimed at achieving immediate and medium-term increase in awareness of the opportunities in the maritime industry using digital platforms.
- ii. Incorporating a positive youth development approach into the planning and execution of the campaign.
- iii. Developing long-term performance benchmarks and standards to evaluate the continuing performance of the campaign.

B. Advertisement /promotions (pay to play):

The Council is in search of an entity or entities capable of generating interest, attracting participants, and fostering engagement in employment and training opportunities within the maritime industry. This objective will be met through the creation of a comprehensive media management strategy that effectively enhances the understanding and awareness of the maritime industry and its prospects in the Hampton Roads region.

The entity or entities will work with the Council and appropriate stakeholders to accomplish:

- i. The development of a media plan that will reach our targeted audiences; K-12 students and their parents, transitioning military members and spouses, veterans, and the general population of Hampton Roads.
 - o This may be accomplished by utilizing available media platforms, such as:
 - Radio spots, top of the hour reminders, DJ mentions, television, and news spots, print publications, billboards, bus ads, etc.

- ii. The finalization of media schedules for the approved media plan before commencement.
- iii. The submission of a final report with the activity details provided. Entity(s) will monitor all paid media outreach, as per approved media schedules, to monitor proof of play/print details.

C. PR Collateral/Materials Development:

The Council intends to utilize different digital channels and platforms, such as social media, search engine optimization, and email marketing, with the goal of accurately reaching and engaging the targeted populations in Hampton Roads region.

The Council is seeking a vendor or vendors with the capability to formulate, execute, and structure a social media and online strategy. This strategy is designed to spotlight the maritime industry, with a specific focus on job and training opportunities. The vendor will undertake the following initiatives:

- i. Conceive and Execute Campaigns: Develop marketing and social media campaigns and strategies, including devising content concepts and setting up implementation schedules.
- ii. Expertise and Recommendations: Offer expert guidance and suggestions on optimal practices and strategies for implementing social media initiatives.
- iii. Enhance Online Presence: Assist in expanding the Council's digital footprint online, pinpointing avenues to amplify our outreach.
- iv. Create Digital Commercials: Craft digital advertisements introducing the maritime sector and its associated professions.
- v. Website Content Enhancement: Collaborate closely with Council staff to appraise and enhance existing website content, optimizing it for lucidity, relevance, and SEO efficacy. Implement updates and revisions, including generating new content where needed.
- vi. Podcast Production: Generate a series of roughly 25 podcast episodes featuring captivating and enlightening interviews with prominent figures and influencers in the maritime industry.

The selected agency will be responsible for formulating a unified social media strategy, curating persuasive content, supervising online advertising campaigns, and providing regular performance evaluations. The goal is to ensure the campaign's success in terms of augmented lead generation, heightened traffic to the Council's website, and enhanced audience engagement.

NOTE: Please be advised that all recipients of awards will be required to collaborate in order to ensure the consistency of messages being conveyed. This collaboration aims to guarantee that messaging aligns with both the Submarine Industrial Base and the Regional Workforce Training System.

V. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

A. RFP Response:

1. To be considered for selection, offerors must submit a complete response to the RFP. Submissions can be made electronically to RFPsubmissions@theworkforcecouncil.org on or before the closing date. Offerors assume sole and full responsibility for the timely delivery of

the proposals. Late proposals will not be considered. All proposals will become part of the Council's official files and will not be returned to the offeror.

2. The proposals shall have the subject line of **SMTMC-2023**, as directed on Page 1 of the solicitation.

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 the information requested may result in the 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 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. Proposal 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 requirements 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 the RFP, the terms "must", "shall", "should", and "may" identify 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" and "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 Council pursuant to the RFP shall belong exclusively to the 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. See Attachment E.

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 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 Council will schedule the time and location of these presentations. Oral presentations are an option of the Council and may or may not be conducted.

D. Special Proposal Information:

Proposals should be as thorough and detailed as possible so that the 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. Proposal Submission Form (Attachment A), the Proposal Submission Form should act as the cover page of the proposal, 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 representation 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, Attachment C, and other specific items or data requested in the RFP. A certificate of insurance (or other evidence of insurance satisfactory to the Council) as to the professional liability requirements.
3. A written narrative statement to include:
 - a. Experience in providing the goods/services being solicited, highlighting specific accomplishments of your firm and its staff in providing the goods/services in the Statement of Work.
 - b. Names, qualifications, and experience of personnel to be assigned to the contract. This list should also include any subcontractors/subawardees that would be utilized in order to meet the requirements of the Statement of Work.
 - c. Resumes of staff to be assigned to the contract. This includes any subcontractor/subawardee staff that will be assigned to this contract.
 - d. Proof of license and/or professional designation, if applicable, for each person who will perform under this contract.
4. Profile which includes the proposing organization's ownership, products or services, qualifications, financial status, and other pertinent information. Subawardees who utilize foreign contractors to complete any portion of the work for the RFP may be required to report additional information on these subcontractors. This includes, but is not limited to, assessments of the foreign entity's financial stability, technical capabilities, compliance with laws and regulations, and adherence to contract terms and conditions.

5. The offeror's ability to successfully complete a project of this scope, size, in nature. Information outlining their experience in providing the services.
6. Provide information defining similar projects, services performed, changes recommended in the operations and benefits realized by the clients.
7. Provide information outlining how specific plans for providing the goods/services outlined including: (i) like of proposed goods/services, (ii) how the goods/services will be performed and the scheduled turnaround for goods/services being provided, (iii) method of initiating goods/services and (iv) proposed approach and methodology.
8. Description of any other services the Offeror may wish to propose.
9. A list of at least three (3) references where the Offeror has provided the goods/services described in the RFP, see Attachment C.
10. Detailed Proposed Fees: Proposers must include a fee schedule for the goods/services to be rendered under this contract. The schedule should indicate the cost for goods/services and specify that all costs shall be held firm and fixed by the firm for a period of at least ninety days following submission of the proposal. Fee proposals shall also identify anticipated reimbursable expenses.

VI. EVALUATION CRITERIA

Each proposal will be evaluated according to the following criteria:

1.	Demonstrated understanding and proposed approach to provide the Scope of Work identified in this RFP.	25 points
2.	Successful experience and capabilities of the proposer in providing the same or substantially similar goods/services. Ability to deliver services promptly and within a reasonable timeframe.	25 points
3.	Experience, Qualification and Demonstrated Knowledge of Key Personnel.	20 points
4.	Work References	10 points
5.	Price	10 points
6.	Completeness of Proposal	10 points
	TOTAL	100 points

VII. AWARD OF THE CONTRACT

Selection shall be made of the offeror(s) 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(s) so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with the offeror(s) so selected, the agency shall select the offeror(s) which, in its opinion, has made the best proposal, and shall award the contract to that offeror(s). The 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 the Council 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.

VIII. 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 Council, including a 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 Project Plan
- Timely billing, which is to include itemized supporting detail: billing will be monthly or based on agreed milestones for implementation of services as defined in the contract.

Note: The monthly reporting will continue until the successful completion of the Scope of Work, as outlined in the executed contract.

IX. GENERAL REQUIREMENTS, 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.
1. 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:
 - (1) 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;
 - (2) 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;
 - (3) the negligence or other actionable fault of any subcontractors; or
 - (4) 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 reviewed by THE WORKFORCE COUNCIL prior to release. 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:

a. 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 nor 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.

- b. 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
999 Waterside Drive
Norfolk, VA 233510
Attn: Whitney Lester, Senior Director, Talent Development

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 affected 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 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
PROPOSAL SUBMISSION FORM**

RFP Number:	
Proposal Name:	
Due Date and Time:	

PROPOSER INFORMATION	
Organization Name (Legal Name)	
Mailing Address	
Payment Address (if different from Mailing Address)	
Telephone Number	
Employer Identification Number (EIN)	
Social Security Number (only if an EIN is NOT provided)	
Representative Name/Title	
Representative Telephone Number	
Representative Email	

1. AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA

SCC Identification Number: _____ *or*
 Organization/Company is not required to have/maintain registration because:

ATTACHMENT A - Continued

2. SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS (SWaM)

Is the Proposer's Business SWaM Certified? Yes No (If Yes, attach Certification Documentation)

3. A VETERAN OWNED/OPERATED BUSINESS

Is the Proposer's Business Veteran Owned Certified? Yes No (If Yes, attach Certification Documentation)

4. AUTHORIZATION

In Compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offeror 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.

Organization Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

(This Form must be fully completed, signed and dated. All signatures must be original and not photocopies.)

ATTACHMENT B
CERTIFICATE OF NON-SEGREGATED FACILITIES

The offeror certifies that they do not maintain or provide for its employees any segregated facilities at any of its establishments, and that they do 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 washroom, 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 provide 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 they have obtained identical certifications from proposed subcontractor for specific time periods) they will obtain identical certifications from proposed subcontractors and/ or subawardees prior to the award of subcontract and/or subawards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that they will retain such certification 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 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
(Name of Organization)

Answers to the 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
Proprietary Information
RFP # SMTMC-2023

(Completed form Shall be Submitted with the Proposal)

PROPOSER NAME _____

Trade Secrets or Proprietary information submitted by an Proposer or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Proposer or Contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. *Price quotation in proposals submitted to the Council are not “proprietary” or “confidential.”* They are considered public information. Information leading to the decision to award, including prices and other factors, may be made public.

Please mark one:

- No**, the proposal does not contain any trade secrets and/or proprietary information.
- Yes**, the proposal does contain trade secrets and/or proprietary information.

If **YES**, please list the page numbers and the reasons why the information is considered a trade secret or proprietary information. These pages shall be conspicuously labeled “PROPRIETARY INFORMATION” in red at the top and bottom center of each page. **Do not mark the whole proposal as proprietary. Proposers are encouraged to provide a single Redacted electronic copy of the proposal with the Original proposal if proprietary information is contained in the proposal.**

ATTACHMENT F
DISCLOSURE OF LOBBYING ACTIVITIES

(See attached PDF Form)

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

(See attached PDF Form)