

REQUEST FOR PROPOSALS

LOCAL AREA NETWORK (LAN) AND IP TELEPHONE SYSTEM

FOR THE Central Virginia Workforce Development Board-Virginia Career Works-Central Region

September 30, 2019

A. Project Background and Objectives

The Virginia Career Works, Lynchburg Center operated by the Central Virginia Workforce Development Board (The Workforce Board) located at: **3125 Odd Fellows Rd, Lynchburg, VA 24501** requires operation and maintenance of a Local Area Network (LAN) and IP Telephone System flexible enough to meet current and future needs for expansion or relocation. The successful Proposer to the Requests for Proposal will be engaged to perform computer, related equipment, Local Area Network (LAN) and IP Telephone System maintenance, and implementation services as further described in the Requests for Proposal and any addendums that will be issued to these RFPs.

B. Intent and Process of the Requests for Proposal

This Request for Proposal is focused on the selection of one or more Local Area Network (LAN) and IP Telephone System providers with significant experience in the construction and support of like systems as the Local Area Network (LAN) and IP Telephone System Provider(s) for the Project. A contract will be awarded for a 1-year term with potential for renewal annually up to 3 years.

C. Requested Qualifications

The Workforce Board reserves the right and discretion to determine the qualifications and responsibility of the Proposers to perform the services that are the subject of the Requests for Proposal.

It is the request and intent of the Workforce Board that Proposers responding to these Requests for Proposal have the following qualifications.

- Significant experience in the design, construction and implementation and support of Local Area Network (LAN) and IP Telephone System environments for similar facilities.
- In-house capacity to produce necessary design, construction and schedule documentation, which does not preclude any firm from also identifying potential sub-consultants that could assist in producing such estimates and schedules.

- Significant experience installing and maintaining desktop computers and related equipment
- Bonding capacity or ability to obtain bonding capacity to the full amount of the Local Area
- Network (LAN) and IP Telephone System Design, Construction and Implementation Proposal.

D. RFP Timeline

- **Advertise and issue Request for Proposals: Sept 30, 2019**
- **Pre-proposal Meeting and review of Virginia Career Works, Lynchburg Center facility: 11:00 a.m. on October 3, 2019 located at: 3125 Odd Fellows Rd, Lynchburg, VA 24501**

Please notify Ben Bowman at ben.bowman@vcwcentral.com if you plan to attend the review meeting.

- **Proposals due: By 4:00 p.m. October 24, 2019**
- **Selection of Provider: Oct 31, 2019**
- **Project Implementation: Nov 1, 2019**

Please contact Ben Bowman at: ben.bowman@vcwcentral.com to obtain a list of current equipment and licenses. By submitting a proposal, the Proposer affirms that this timeline must be met to avoid the potential for significant harm to the progress of the Project and to the interests of the Workforce Board and the public.

E. Proposer Qualifications

The following items shall be included in a Proposal Executive Summary:

1. Proposer's name and address of office that would have central responsibility for the work.
2. Identify the business form of Proposer and list the principal shareholders or other business owners. If the proposed form of entity is a joint venture, please identify each participant and their respective percentage of participation.
3. Provide a summary, on three pages or less, describing why the Proposer is the most qualified for the Project.

4. Provide copies of Proposer's certificates of insurance showing Proposer's current total limits of liability for commercial general liability, worker's compensation, employer's liability, business automobile liability, and professional liability."
5. Provide representative list of similar projects managed by Proposer during that last 10 years or that are currently under construction or management. Include:
 - Project name.
 - Project location.
 - Contracting or ownership entity.
 - Key contact or reference from project Owner including name, title, email, and telephone number.

F. Submittal Requirements – Proposers shall include the following items in their Proposal.

Project Delivery

1. Describe Proposer's experience with multi-partner government projects, and discuss Proposer's view as to appropriate ways to proceed with this Project.
2. Project Personnel. Provide names and resumes of key personnel who would be directly responsible for the work. Provide key contact telephone, fax, and email addresses.
3. Project Specific Risks. Identify and describe the risks Proposer perceives as being significant for this Project, and how Proposer intends to mitigate, manage, and control the risks.
4. Project Controls. Describe Proposer's approach and methodology for implementing project controls relating to budget and schedule compliance, with examples of Proposer's experience in successfully managing similar projects that were completed within the established budget and fulfilled the defined project program.
5. Implementation Schedule. Please provide Proposer's Implementation schedule generally demonstrating Proposer's strategy for implementing the Project within the Required

Project Schedule.

6. Approach to Design Services. Describe Proposer's capability and approach to providing design and development services if needed, including constructability review, scheduling, value engineering, and other preconstruction planning.

7. Construction Safety. Describe Proposer's approach to maintaining a safe working environment and quality control.

8. Changes and Disputes. Describe Proposer's practices and processes in monitoring and managing service delivery activities and subcontractor performance so as to minimize requests for change orders and construction related disputes.

This Request for Proposals, responses to it, and any subsequent negotiations and discussions shall in no way be deemed to create a binding contract or expectation of an agreement between the Proposer and the Workforce Board. Each Proposer submitting a Proposal in response to this request acknowledges and agrees that the preparation of all materials for submittal to the Workforce Board and all presentation, related costs, and travel expenses are that Proposer's sole expense and neither the Authority nor the Team shall, under any circumstances, be responsible for any cost or expense incurred by the Proposers, except the payment of the stipend that will be given to those short listed Proposers who properly submit in good faith the Preliminary Construction Estimate and otherwise complete the Request for Proposal process. The Workforce Board shall be allowed to keep any and all materials supplied by the Proposers in response to these Requests for Proposal.

The Workforce Board reserves the right to accept or reject any or all Proposals, to amend or alter the selection process in any way, to postpone the selection process for its own convenience at any time, and to waive any defects in proposals submitted. Proposals are required to remain open and subject to acceptance until an award is finalized, or a minimum of (90) days following the date of submission of Proposals. The Workforce Board also reserves the right to accept or reject any individual subconsultants

that the successful Proposer proposes to use.

G. Proposal Deadline

Proposals are **due by 4:00 p.m. October 24, 2019** . One electronic copy and 3 bound copies should also be sent to the attention of Ben Bowman with the following title: Central Virginia Workforce Development Board, Local Area Network (LAN) and IP Telephone System Proposal.

Address:

**Ben Bowman
Director
Central Virginia Workforce Development Board
828 Main Street, 12th Floor
Lynchburg, VA 24504
Phone: 434-845-5678 ext 221
New Email: ben.bowman@vcwcentral.com**

Questions or Inquiries must be submitted in writing by mail or email no later than 12:00 p.m. October 23, 2019.

Attachment II

Terms & Conditions

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

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

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

1. Change. Central Virginia Board Staff representative may at any time, by written order and without prior notice to the contractor (contractor/service provider), make changes within the general scope of this contract. If any such change causes an increase or decrease in the cost of or time required for the performance of any part of the services under this contract, whether changed or unchanged by the change order, an equitable adjustment will be made and the contract modified accordingly in writing. Any claim by the contractor for adjustment under this clause must be asserted within 30 days from the date of receipt of the notification of change. Failure to agree to any adjustment will be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes".

However, nothing in this clause will excuse the contractor from proceeding with the contract as changed.

2. Termination of Contract:

- a. Central Virginia Board reserves the right to terminate the contract immediately in the event that the Successful Bidder discontinues or abandons the performance; if adjudicated bankruptcy or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
- b. Failure of Successful Bidder to comply with any section or part of this contract will be considered grounds for immediate termination of the contract by Central Virginia Board.
- c. Notwithstanding anything to the contrary contained in the contract between the Central Virginia Workforce Board and the Successful Bidder, Central Virginia Board may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving 30 days written notice to the Successful Bidder.
- d. If the termination clause is used by Central Virginia Board, the Successful Bidder will be paid by Central Virginia Board for all services satisfactorily performed by the Successful Bidder up to the termination date set in the written termination notice.

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

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

- a. Notice of Termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

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

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

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

6. Disputes.

a. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by agreement, will be decided by the Board Staff Representative, who will reduce the decision to writing and mail or otherwise furnish a copy of it to the contractor. The decision of the Board Staff Representative will be final and conclusive unless, within thirty (30) calendar days from date of receipt of such decision, the contractor mails or otherwise furnishes to the Board Staff Representative a written appeal addressed to the Board. The decision of the Board, or its duly authorized representative for the determination of such appeals, will be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as to imply bad faith, or not supported by substantial evidence. In connection with any appeal

proceeding under this clause, the contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the contractor will proceed diligently with the performance of the contract and in accordance with the Staff Representative's decision. If not satisfied with local board resolution, the contractor may also have an option to seek potential recourse through state's WIOA complaint policy process as may be applicable.

b. The "Disputes" clause does not preclude consideration of legal questions in connection with decisions provided for in paragraph "a" above, PROVIDED that nothing in this contract will be construed as making final the decision of any administrative official, representative, or board on a question of law.

7. Contract Modifications. Modifications to this contract can be affected only through the following methods:

a. The Board Staff Representative, when necessary, will modify the contract:

1. By use of the "Changes" clause, or
2. For administrative reasons (such actions have no effect on performance required or terms of the contract).

b. The contractor may recommend revisions to the Board Staff Representative. When the contractor desires to recommend revisions to the Board Staff Representative, the recommendation will be submitted in writing with complete budget adjustment. The contractor will submit the applicable revised budget page(s) with the recommendation. No modification to the contract may be implemented until finalized, unless specific written permission is granted by the Board Staff Representative.

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

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

10. Nondiscrimination

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

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

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

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

i. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

ii. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

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

iv. The contractor will include the provisions of the foregoing paragraphs i, ii, and iii in every subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

11. Grievances or Complaints. All grievances or complaints by participants, if not satisfied through informal discussion with appropriate supervisors, will be filed in accordance with contractor's

established grievance procedures and reported to the board in a timely manner. All action taken in response to the complaint must be done in consultation with the board. Appeals to decision rendered will be processed in accordance with the procedures provided by the Board Staff Representative.

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

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

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

15. Allowable Costs

a. Funds granted under the Workforce Innovation and Opportunity Act may be expended only for purposes specified in this contract.

b. The program activities against which program costs will be allocated, controlled, and reported are as directed in applicable regulations.

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

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

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

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

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

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

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

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

(e) The contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the WDB.

(f) No contract modification shall be allowed for the purpose of providing reimbursement for the interest charge. No cost reimbursement claim shall include any amount for reimbursement for these interest charges.

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

18. Property Accountability.

a. All consumable property acquired through cost reimbursement contracts, unless specifically exempted, shall revert to the Board upon the termination of this contract. The Board may, however, assign such property to the contractor for use under another or a subsequent contract.

b. The contractor assumes responsibility for inventory control, maintenance, and physical security of non-consumable Board property.

c. All requests for purchase or rental of non-consumable property must be approved by the Board Staff Representative (or duly authorized representative) prior to purchasing or any commitment to purchase or acquire. (Approval of budget figures for purchasing and/or renting non-consumable property does not constitute approval for purchase or rental.)

d. Inventions and Patents -- The contractor will report promptly and fully to the Board any program which produces patentable items, patent rights, processes or inventions in the course of work under the WIOA contract. Unless the contractor and the Board previously agreed on the disposition, the Board will determine whether protection of the invention or discovery will be sought. The Board will also determine how the invention or discovery rights, including rights under any patent issued thereon, will be allocated and administered.

19. Loss or Theft of Federal Property. All equipment or other non-consumable property purchased through cost reimbursement contracts is Board property. In any instance of loss or theft of such property, the contractor will take the following minimum actions:

a. Report the loss or theft to local police and request a copy of the police report; and

b. Report the loss or theft in writing to the Board Staff Representative with a copy of the report to the Property Officer and a copy to the contractor's file. Include in the report at least the following:

1. A description of the missing article of property including the cost, serial number, WIOA tag numbers, and other such pertinent information;

2. A description of the circumstances surrounding the loss or theft; and

3. A copy of the police report or, should the police not make such information available, a description of the report made to the police, including the date and name of the police

officer who declined to make the police report available.

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

21. Retention of Records

- a. Records will be retained in accordance with established requirements. Contractor will return all records to the board, or to an entity as directed by the Board, at the conclusion of the contract. Board Staff Representative may grant permission to destroy records no longer pertinent to the contract.
- b. Records will be retained if audit findings have not been resolved.

22. Confidentiality of Records.

- a. The contractor will refer all requests for records first produced under this contract by members of the public to the board. Board staff may require the contractor to release the names of all participants in programs under this contract and the names of all individuals employed in staff positions and/or make available to the public other information regarding applicants, participants, or their families, which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source.
- b. The contractor will not otherwise divulge such information without permission of the applicant or participant except that information which is necessary for purposes related to the performance or evaluation of the contract may be divulged to parties having responsibilities under the contract for monitoring or evaluating the services and performances of the contract, to the Board Staff Representative (or duly-authorized representative) or to governmental authorities to the extent necessary for proper administration of the law.
- c. Any breach of confidentiality regardless of extent must be reported to the board chair or president within 24 hours of the occurrence.
- d. Any requests for documents under the Freedom of Information Act or other legal or jurisdictional requirement should be forwarded to the board. The Board is solely responsible for providing the information to the interested party.

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

24. Right of Access. The Virginia Community College System, the U.S. Secretary of Labor, the Comptroller General of the United States, the Board, or any of their representatives will have access to work and training sites and to any books, documents, papers, and records (including, fiscal data, program information and computer records) of the contractor which are directly pertinent to this contract, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interviews and discussions related to such documents. The right of access is not limited to the required retention period (five years) but will last as long as the records are retained.

25. Inspections, Monitoring and Audits by the Board

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

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

Monitoring requirements include but are not limited to:

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

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

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

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

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

vi. Reviews with the sub-recipients of any exceptions, issues, or lack of internal controls found.

vii. Mutually agreed upon written plans for corrective action (if appropriate).

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

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

26. Liability Clause. The Board has no liability with respect to bodily injury, illness, or any other damages or loss to person or property, or claims in respect to any such injury, illness, damages, or losses whether concerning persons or property in the contractor's organization or third parties. The contractor will obtain a public liability insurance policy in accordance with Virginia State law. Premiums chargeable for the insurance will be paid by the contractor. The contractor shall have in force, at minimum, the insurance coverage set out in this section during the entire term of this Agreement. Prior to the execution of this Agreement, the contractor shall provide Council with a Certificate of Liability Insurance evidencing that the insurance coverage as required herein is in effect. Such certificate shall be attached with the submitted proposal. The contractor shall notify the Council thirty (30) calendar days prior to the cancellation or material change of such coverage (excluding coverage reduction for claims filed) or any change in the insurance carrier.

Required Insurance Coverage:

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

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

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

c. Commercial General Liability with the following limits:

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

d. Comprehensive Automobile Liability with the following limits:

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

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

27. Assurances.

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

- (1) 29 CFR Part 17, dated 7/1/91 (Executive Order 12372) and any amendments thereto;
- (2) 35 Federal Regulations 32874 et seq. (1973) or any replacements and subsequent revisions or amendments thereof;
- (3) 2 CFR 200 Uniform administrative requirements, cost principles, and audit requirements for federal awards
- (4) 48 CFR Part 31 (applies to commercial organizations);
- (5) 29 CFR Part 95 which codifies OMB A-122;
- (6) 29 CFR Part 97 which codifies OMB A-87;
- (7) Section 504 of the Rehabilitation Act of 1973, as amended;
- (8) Section 508 of the Rehabilitation Act of 1973, as amended;
- (9) Age Discrimination Act of 1975, as amended;
- (10) Title IX of the Education Amendments of 1972, as amended;
- (11) Section 188 of the Workforce Innovation and Opportunity Act of 2014 and Section 188 of the Workforce Development Act of 1998 (WIA);
- (12) Title II Subpart A of the Americans with Disabilities Act of 1990, as amended;
- (13) Title VI of the Civil Rights Act of 1964, as amended;
- (14) Title VII, Civil Rights Act of 1964, as amended, Section 2000e-16, employment by Federal Government;
- (15) Equal Pay Act of 1963, as amended;
- (16) 29 CFR Part 37: Implementation of the Nondiscrimination and Equal Opportunity
- (17) Provisions of the Workforce Development Act of 1998 (WIA);
- (18) Executive Order 13160 Nondiscrimination on the Basis of Race, Sex, Color, National Origin, Disability, Religion, Age, Sexual Orientation, and Status as a Parent in Federally Conducted Education and Training Programs;
- (19) Jobs for Veterans Act Public Law 107-288 and 20 CFR Part 1010;
- (20) Executive Order 13145 to Prohibit Discrimination in Federal Employment Based on Genetic Information;
- (21) Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and
- (22) Executive Order 11478 Equal Employment Opportunity in the Federal Government.
- (23) Will establish and use internal program management procedures sufficient to prevent fraud and program abuse.
- (24) Will maintain auditable and otherwise adequate records, which support the expenditure of all funds under its contract.

- (25) Will comply with the child labor requirements of the Fair Labor Standards Act or the Child Labor Laws of Virginia, whichever is more restrictive.
- (26) Will comply with the provisions of the Hatch Act, which limits the political activity of certain state and local government employees.
- (27) Will, for contracts in excess of \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.C. 1857-8(c)(1)] or the Federal Water Pollution Control Act [33 U.S.C. 1319(c)] and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, assure that: No facility to be utilized in the performance of the contract has been listed on the EPA List of Violating Facilities.² The contractor will notify the Board Staff Representative of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.³ The contractor will include substantially this assurance, including this third part, in every non-exempt subcontract.
- (28) Will comply with the Executive Order 11246 (Equal Employment Opportunities), the Copeland "Anti-Kick-Back" Act, and the Davis-Bacon Act, whenever the Act's provisions apply to the contract.
- (29) Will comply with all applicable provisions of the Americans with Disabilities Act.
- (30) Assures that there is no debarment that would prevent award of federal funds.

The contractor also certifies, agrees and assures as follows:

- (31) That the contractor is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on the contracts for the type of goods and/or services covered by this solicitation, nor is it an agent of any person or entity that is currently debarred.
- (32) During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$ 10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

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

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

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

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

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

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

32. Contingency Clause. The contractor agrees to comply with all present or future federal and/or state rules and regulations imposed upon the Board. The contractor further agrees that, as a result of any

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

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

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

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

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

b. Conducting Business Involving Relatives. No relatives by blood, adoption, or marriage for any executive or employee of the service provider will receive favorable treatment for enrollment into services provided by, or employment with, the service provider. The service provider will also avoid entering into any agreements for services with a relative by blood, adoption, or

marriage. When it is in the public interest for the service provider to conduct business (only for the purpose of services to be provided) with a relative, the service provider will obtain approval from the Board Staff Representative before entering into an agreement. All correspondence will be kept on file and available for monitoring and audit reviews.

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

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

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

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

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

39. Audit. The Service Provider will have an independent audit performed annually. The service provider will ensure that the auditor, immediately and in writing, notifies the Board of possible acts of fraud discovered during the performance of the audit. The Service Provider will ensure the auditor issues the Board a copy of the audit report upon its completion. The Board, Virginia Community College System,

and the Virginia Auditor of Public Accounts will determine the acceptability of the audit reports. The Board will provide the Virginia Community College System with written documentation of the disposition of all questioned costs and administrative finds in the audit. The disposition must detail actions taken and include appropriate supporting documentation. A determination of allowability of questioned costs will not be deemed final until accepted by the U.S. DOL Grant Officer.

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

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

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

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

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

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

the sole negligence of the WDB. These provisions apply to each sub-tier vendor performing under the primary contract.

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