



COMMONWEALTH OF VIRGINIA

County of Henrico

DEPARTMENT OF FINANCE
Oscar Knott, CPP, CPPO, VCO
Purchasing Director

RFP No. 22-2330-4EMF

April 5, 2022

Request for Proposal ("RFP") Customer Case Management and Data Collection System for Workforce Services

Your firm is invited to submit a proposal to provide a customizable collaborative Customer Case Management and Data Collection System for Workforce Services for Virginia's Capital Region Workforce Partnership (CRWP), under provisions of the Workforce Innovation and Opportunity Act (WIOA) and in accordance with the enclosed Specifications and General Terms and Conditions. Pursuant to Section 2.2-4304 of the Code of Virginia, this procurement is a cooperative procurement being conducted on behalf of CRWP and other public bodies.]

Your firm's proposal submittal, **consisting of one (1) complete electronic copy and one (1) redacted electronic copy (if applicable) in a "pdf" format**, will be received no later than, **May 16, 2022, at 2:00 p.m.** by submission through the Commonwealth of Virginia's electronic procurement platform [eVA](#).

Time is of the essence, and any offeror that attempts to submit a proposal after the appointed hour for submission, will be unable to, because eVA automatically closes the solicitation at the appointed time. The time of receipt shall be determined by the time clock in eVA. Offerors are responsible for ensuring that their proposals are submitted in eVA by the deadline indicated.

Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. On the contrary, all responsible offerors are encouraged to submit proposals. The County of Henrico reserves the right to accept or reject any or all proposals submitted.

Pursuant to Henrico County Code Section 16-43, the award will be made by the Capital Region Workforce Partnership.

This RFP and any addenda are available on the County of Henrico website at: <http://henrico.us/finance/divisions/purchasing>, and on eVA at <https://eva.virginia.gov/>.

Should you have any questions concerning this RFP, please contact Eileen Falcone at fa51@henrico.us by no later than noon, **May 3, 2022**.

Very truly yours,
Oscar Knott, CPP, CPPO, VCO
Purchasing Director

Eileen M. Falcone, CPPB
Assistant Division Director

I. INTRODUCTION AND BACKGROUND

A. Purpose

The intent and purpose of this Request for Proposal (RFP), and the resulting contract, is to obtain a SaaS, cloud- based, encrypted data system from a qualified firm to provide a virtual collaborative customer-staff platform for successful case management, document collection and reporting of workforce services, in accordance with the Scope of Services section of the solicitation.

B. Background and Governance

The Capital Region Workforce Partnership (CRWP) in partnership with the Capital Region Workforce Development Board (CRWDB) is announcing this RFP on behalf of Local Workforce Development Area IX (LWDA #9) which is comprised of the counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, Powhatan and the City of Richmond. Per the Intergovernmental Agreement for the Capital Region Workforce Partnership, the County of Henrico is designated as the fiscal agent and administrative entity for the Local Workforce Development Area #9 (LWDA #9), also known as the CRWP, CRWDB and Virginia Career Works- Capital Region.

CRWP is currently using My Oneflow platform by Empyra

Note: This RFP is being issued by the Department of Finance, Purchasing Division, at the request of, and on behalf of, CRWP. While the Purchasing Division issued the RFP, it did not develop the RFP, will not evaluate submitted proposals, will not award any resulting contract, and will not be a signatory to any contract entered into by CRWP pursuant to this RFP. The RFP was developed by the CRWP staff, with the County's Purchasing Division providing technical assistance. The CRWP is the awarding authority and will negotiate and contract with any Successful Offeror (s). The County serves as the Fiscal Agent and Grant Recipient for LWDA#9.

C. Eligible Offeror(s):

Any private for-profit entity, private non- profit entity, government agency, or educational institution that can demonstrate the capacity to have an off the shelf customizable system.

II. FUNDING

The CRWP estimated award amount is \$80,000. The funds awarded under the terms of this RFP is 100% funded through Department of Labor funding including WIOA.

It is anticipated that the proposed solution shall commence August 1, 2022.

Offerors are prohibited from contacting or discussing this RFP with members of the CRWP board, elected officials or its administrative staff.

III. SCOPE OF SERVICES

A. General Specifications

The proposed solution must have a single integrated platform with customizable configurations to support the typical workflows of the day-to-day collaborative system data system virtually. The proposed solution must have portals that are designed to support and segment multiple stakeholders such as customers, staff, internal partners and external partners. This data system will be used as a portal to our customers but not as the main system of record for our service delivery. Information collected in this system must be downloadable for transfer to Virginia State System of record. Therefore, the following requested system portals must at a minimum, have the following capabilities:

1. Customer Portal
 - a. Provide the customer to securely self-register and complete documents for eligibility and ongoing case management services that include two-point verification of signature and/or sign in. AdobeSign is the preferred signature provider.
 - b. Provide a request que for the customer and case manager to schedule appointments, send reminders and requests for additional information including documentation.
2. Events and Training Portal
 - a. Provide staff the ability to upload training for customers, employers, and partners to view live or recorded information.
 - b. The proposed solution shall be able to track attendance for the individuals reviewing of such recordings.
3. Documents Management Portal
 - a. As part of the collaborative flow, the current customer forms being used by CRWP must be able to be stored and be protected under a configurable unique identification code.
 - b. Document management shall be searchable, auditable, and easy to retrieve.
4. Communications Portal
 - a. Shall link to Outlook, text messaging, and email.
 - b. The proposed solution must also have the ability to send surveys, notifications, reminders and approval/denial notifications and other service related notifications back to sender.
5. Reporting - AdHoc Reporting and Analytics Portal

This portal must provide a funnel for the other portals data collection, including demographics, forms completed, duration of time between each registration, form completion, and eligibility determination for reporting and analytics.
6. Mobile Portal
 - a. The proposed solution shall offer a mobile app available in the app stores at no additional cost.
 - b. Allow customers to register for services, view upcoming appointments, upload documents for staff, such as, personal protected information, receipts, attendance records, etc.

7. Security Tracking and Auditing Portal
 - a. Must be able to provide a tracking log of dates and time by all users, (customers, staff, partners, internal and external customers) for administrative use. .
 - b. Have an automated time out feature when system idle and not in use.
 - c. Provide notification of breaches or suspected breaches.

8. Forms/ Surveys Portal
 - a. Shall allow for the configuration of forms which are typically completed in person, to be completed virtually.
 - b. Allow forms to be downloadable and/or printed in its original format with time/date stamp.

9. Work Experience Tracking and time reporting Portal
 Shall provide a place for documents to be completed and approved.

10. Ongoing Configuration Support and Training Portal
 Must include a help desk, break-fix, workflow mapping, form integration, a user focus group for system enhancements and reporting.

11. User Authentication Portal
 All users , customers, staff and partners, must have a secured and encrypted way of logging in using industry best practices.

12. Overall security Portal
 The proposed solution must handle best modern security practices in presenting, storing, downloading and transmitting any data in and out of the system.

B. Workflow Specifications

The proposed solution will have preferred Work-Flows that will have the ability to provide several layers of approval, notifications and completion dates.

1. Approvers – (Person(s) who may approve or reject submittals based on this form), Optional (Person(s) who may approve or reject submittals based on this form – a second level of approval).
2. Copy recipients – (Persons who are copied when the originator submits the form; Approvers are automatically notified, so do not include them in this list).
3. Action notices – (Originator and Approvers and Completers are automatically notified of approval action; do not include them in Action Notice list; use this only for other persons to be notified).
4. Completers – (Completers are authorized to mark the form as completed [fulfilled]. They are automatically notified when a form is approved (or approved with conditions). Not all forms need a "completer"; use a completer only if something has to be done after approval, such as issuing a check, purchasing an item, filing a document, etc.)
5. Approvals or Declines can be submitted with or without comments.
6. The Workflow Forms system will have an easy-to-use form development tool so the staff can generate new forms as needs arise.
7. The Workflow Forms system must be integrated with the Outlook/Exchange e-mail/text messaging system.
8. The Workflow Forms system must be able to update other parts of the system upon the approval process to eliminate rekeying of data.
9. The Workflow Forms system will provide several standard reports by User and Statuses of the Form submitted.

10. The Workflow Forms system will provide a standard History Report of Forms that have been Approved or Declined.

C. Anticipated System Users

The CRWP anticipates the system will be used by at least 20 partners, 100 employers, and 80 staff. CRWP anticipates at least 300 new jobseekers will be using the service annually.

D. Customer Service

The Successful Offeror must have a commitment to quality when serving CRWP's businesses and job seekers customers. CRWP has an established 100% as the standard for customer satisfaction for businesses and job seekers.

IV. COUNTY RESPONSIBILITIES

The County will designate an individual to act as the County's representative with respect to the work to be performed under this contract. Such individual shall have the authority to transmit instructions, receive information, and interpret and define the County's policies and decisions with respect to the contract.

V. ANTICIPATED PROCUREMENT SCHEDULE

The following represents the timeline of the process currently anticipated by the County:

Request for Proposal Distributed	April 5, 2022; 2:00 p.m.
Advertised	April 10, 2022
Questions Due	May 3, 2022; noon.
Receive Written Proposals	May 16, 2022 2:00 p.m.
Conduct Oral Interviews with Offerors	May 26, 2022
Negotiations Completed	June, 2022
Award Contract	June, 2022
Data System Begin	August 1, 2022

VI. GENERAL CONTRACT TERMS AND CONDITIONS

For the purposes of this Section (IV) ("General Contract Terms and Conditions"), the term "Contract" refers to the contract resulting from this procurement, and the term "CRWP" refers to Capital Region Workforce Partnership. Additionally, the terms "Successful Offeror" and "Contractor" and "provider" have the same meaning and refer to the Offeror that is awarded the Contract.

A. Annual Appropriations

The CRWP's duty to pay compensation under the Contract is conditioned on it having available funding through grants, appropriations, and other contracts. None of the following entities has a duty to appropriate funding or to otherwise make funds available from local revenue sources to satisfy the CRWP's duty to pay the Contractor under the Contract:

1. The City of Richmond,
2. The County of Henrico,
3. The County of Chesterfield,
4. The County of Hanover,
5. The County of Charles City County,
6. The County of New Kent,

7. The County of Powhatan,
8. The County of Goochland,
9. The CRWP, itself.

If CRWP's funding for the Contract becomes unavailable, then the Contract will be terminated when existing funding is exhausted and the Contractor will have no claim or cause of action against any entity for non-appropriation of funds to support the Contract.

B. Award of the Contract

1. CRWP reserves the right to reject any or all proposals and to waive any informalities.
2. The Successful Offeror must, within fifteen (15) calendar days after Contract documents are presented for signature, execute and deliver to the CRWP the Contract documents and any other forms or bonds required by the RFP.
3. The Contract resulting from this RFP is not assignable
4. Notice of award or intent to award may also appear on the Purchasing Office website: <http://henrico.us/finance/divisions/purchasing/>.

C. Collusion

By submitting a proposal in response to this Request for Proposal, each Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. § 1 et seq.) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

D. Compensation

The Successful Offeror must submit a complete itemized invoice for services that are performed under the Contract. The County shall pay the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.

E. Controlling Law and Venue

The Contract will be made, entered into, and shall be performed in the County and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflicts of law principles. Any dispute arising out of the Contract, its interpretations, or its performance shall be litigated only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

F. Default

1. If the Successful Offeror is wholly responsible for a failure to perform the Contract (including, but not limited to, failure deliver services, failure to complete implementation, or if the services fail to perform as specified herein), the CRWP may consider the Successful Offeror to be in default. In the event of default, the CRWP will provide the Successful Offeror with written notice of default, and the Successful Offeror shall provide a plan to correct the default within 20 calendar days of the CRWP's notice of default.

2. If the Successful Offeror fails to cure the default within 20 days, the CRWP, among other actions, may complete the Contract work through a third party, and the Successful Offeror shall be responsible for any amount in excess of the Contract price incurred by the CRWP in completing the work to a capability equal to that specified in the Contract.

G. Drug-Free Workplace to be Maintained by the Contractor (VA. Code §2.2-4312)

1. 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.
2. 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 the Virginia Public Procurement Act, 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.

H. Employment Discrimination by Contractor Prohibited

1. Contractor certifies to the County of Henrico, Virginia that it 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. 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). During the performance of this Contract, the Contractor agrees as follows (Va. Code § 2.2-4311):
 - a) 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.

- b) 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.
 - c) 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.
2. The Contractor will include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

I. Employment of Unauthorized Aliens Prohibited

As required by Virginia Code §2.2-4311.1, the Contractor does not, and shall not during the performance of this agreement, in the County of Henrico, Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

J. Ethics in Public Contracting

Contractor certifies that its 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 its 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.

K. Antitrust

By entering into a contract, the Successful Offeror conveys, sells, assigns, and transfers to the CRWP 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 services purchased or acquired by the CRWP under the contract.

L. Testing and Inspection

The CRWP reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications.

Assignment of Contract

A contract shall not be assignable by the Successful Offeror in whole or in part without the written consent of the CRWP.

M. Indemnification

Unless prohibited by law from doing so, the Successful Offeror (s) agrees to indemnify, defend, and hold harmless the CRWP, the City of Richmond, the County of Henrico, the County of Chesterfield, the County of Hanover, Charles City County, the County of New Kent, the County of Powhatan, and the County of Goochland (each, an "Indemnified Entity") as well as their respective officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind

or nature, including attorneys' fees, arising from or caused by the provision of any goods and/or services, the failure to provide any goods and/or services and/or the use of any services and/or goods furnished (or made available) by the Successful Offeror (s), provided that such liability is not attributable to an Indemnified Entity's sole negligence.

Notwithstanding anything to the contrary contained in the Contract, the indemnity and hold harmless provisions shall not apply to any school board, school division, local government, or other political subdivision of the Commonwealth of Virginia when any of these governmental units are the Contractor.

N. Insurance Requirements

The Successful Offerors shall maintain insurance to protect itself and CRWP, the city and counties comprising Local Workforce Area #9 and the County of Henrico, Virginia, in its capacity as fiscal agent from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of goods and/or services under the Contract, whether such goods and/or services are provided by the Successful Offeror(s) or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. (Attachment E)

O. No Discrimination against Faith-Based Organizations

The CRWP does not discriminate against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1.

P. Offeror's Performance

1. The Successful Offeror agrees and covenants that its agents and employees shall comply with all County, state and federal laws, rules and regulations applicable to the business to be conducted under the Contract.
2. The Successful Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
3. The Successful Offeror shall cooperate with CRWP officials in performing the Contract work so that interference with the County's normal operations will be held to a minimalized.
4. The Successful Offeror shall be an independent contractor and shall not be an employee of the County.

Q. Ownership of Deliverable and Related Products

1. The CRWP shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the CRWP and the County.

2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.
3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the CRWP and the County.

R. Record Retention and Audits

1. The Successful Offeror shall retain, during the performance of the Contract and for a period of five years from the completion of the Contract, all records pertaining to the Successful Offeror's proposal and any Contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the County or CRWP on demand and without advance notice during the Successful Offeror's normal working hours.
2. Virginia Community College System and CRWP personnel may perform in-progress and post-audits of the Successful Offeror's records as a result of a Contract awarded pursuant to this Request for Proposals. Files would be available on demand and without notice during normal working hours.
3. The Contractor shall submit reports as required by County or CRWP and shall maintain records and provide access to them as necessary for County or CRWP's review to assure that funds are being expended in accordance with the purposes and provisions of this Contract.
4. The Contractor shall maintain an official Contract file that contains the signed Contract and any modifications to it, and a file that contains all reports, correspondence, budget back-up documentation, and all other materials and documentations pertaining to this Contract.
5. The Contractor agrees to preserve all records relating to this Contract for three years after the final payment under this Contract, subject to the qualifications set forth in 41 CFR Part 29-70 Section 29-70.203-7, "DOL Public Contracts and Property Management," and in applicable state regulations.

S. Severability

Each paragraph and provision of the Contract is severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

T. Minority-, Woman-, Service Disabled Veteran-Owned, Small Businesses and Employment Services Organizations

It is the policy of the CRWP and the County to actively seek out and provide contracting opportunities to minority-, woman-, service disabled veteran-owned, small businesses and employment services organizations in procurement transactions made by the CRWP and the County.

CRPW and the County strongly encourages all suppliers to respond to Invitations for Bids and Request for Proposals and supports the use of minority-, woman-, service

disabled veteran-owned, small businesses and employment services organizations for sub-contracting opportunities.

All formal solicitations are posted on the Commonwealth of Virginia eVA and the County's internet site at <http://henrico.us/finance/divisions/purchasing/> and may be viewed under the Bids and Proposals link. Construction related solicitations are located on eVA and County internet sites and on ProcureWare at <https://henrico.procureware.com/home>.

U. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the CRWP. In the event that the Successful Offeror desires to subcontract some part of the work specified in the contract, the Successful Offeror shall furnish CRWP the names, qualifications, and experience of the proposed subcontractors. The Successful Offeror shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.

V. Taxes

1. The Successful Offeror shall pay all County, state, and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Such taxes shall not be in addition to the Contract price between the County and the Successful Offeror because the taxes shall be solely an obligation of the Successful Offeror and not the CRWP, CRWP shall be held harmless for same by the Successful Offeror.
2. CRWP is exempt from the payment of federal excise taxes and the payment of state sales and use tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

W. Termination of Contract

1. CRWP reserves the right to terminate the Contract immediately in the event that the Successful Offeror discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
2. Failure of the Successful Offeror to comply with any section or part of the Contract will be considered grounds for immediate termination of the Contract by the CRWP.
3. If CRWP provides the Successful Offeror written notice of default under section (V.F) above and the Successful Offeror does not cure the default in 20 days, or in the time otherwise allowed by the CRWP, then the CRWP may terminate the Contract immediately upon written notice to the Successful Offeror.
4. Notwithstanding anything to the contrary contained in the Contract between CRWP and the Successful Offeror, CRWP 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 Offeror.
5. If CRWP terminates the Contract, the Successful Offeror will be paid by CRWP for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date.

X. County License Requirement

If a business is located in the County, it is unlawful to conduct or engage in the business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your proposal submission. If your business is not located in the County, include a copy of your current business license with your proposal submission. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

Y. Environmental Management

The Successful Offeror must comply with all applicable federal, state, and local environmental regulations. The Successful Offeror is required to abide by the County's Environmental Policy Statement: http://henrico.us/pdfs/risk/env_policy.pdf which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation. Employees of the Successful Offeror must be properly trained and have any necessary certifications to carry out environmental responsibilities. The Successful Offeror must immediately communicate any environmental concerns or incidents to the assigned CRWP Project Manager and the County Risk Manager.

AA. Safety

1. The Successful Offeror shall comply with and ensure that the Successful Offeror's personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract. The Successful Offeror shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Offeror.
2. Each job site must have a supervisor who is competent, qualified, or authorized on the worksite, who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and is capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Offeror's personnel from the work site.
3. In the event CRWP determines any operations of the Successful Offeror to be hazardous, the Successful Offeror must immediately discontinue such operations upon receipt of either written or oral notice by CRWP to discontinue such practice.

BB. Authorization to Transact Business in the Commonwealth

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership or other business form must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.
2. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification number issued to it by the State Corporation Commission (Attachment C). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law must include in its proposal a statement describing why the Offeror is not required to be so authorized.
3. An Offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a written waiver is granted by the Purchasing Director, his designee, or the County Manager.
4. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment by the County.
5. Any business entity described in subsection 1 that enters into a contract with a public body must not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.

CC. Payment Clauses Required by Va. Code §2.2-4354

Pursuant to Virginia Code § 2.2-4354:

1. The Successful Offeror shall take one of the two following actions within seven days after receipt of amounts paid to the Successful Offeror by CRWP for all or portions of the goods and/or services provided by a subcontractor: (a) pay the subcontractor for the proportionate share of the total payment received from CRWP attributable to the work performed by the subcontractor under that contract; or (b) notify the CRWP and subcontractor, in writing, of the Successful Offeror's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. The Successful Offeror that is a proprietor, partnership, or corporation shall provide its federal employer identification number to CRWP. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror who is an individual contractor shall provide his/her social security numbers to CRWP.
3. The Successful Offeror shall pay interest to its subcontractors on all amounts owed by the Successful Offeror that remain unpaid after seven days following receipt by the Successful Offeror of payment from CRWP for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 1. above.
4. Unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.

5. The Successful Offeror 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.
6. The Successful Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 shall not be construed to be an obligation of the CRWP. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

DD. Contact Period

1. The contract period shall be from date of award for a one-year period. Contract prices shall remain firm for the contract period.
2. The contract may be renewed for six (6) additional one-year periods upon the sole discretion of the CRWP and availability of funds.
3. The resulting contract should require the Successful Offeror to give at least a ninety (90) day written notice if it does not intend to renew the contract at any annual renewal.
4. The contract shall not exceed a maximum of seven (7) years.

EE. Occupational Safety & Health Policy Statement

The Successful Offeror must comply with all applicable federal, state, and local occupational safety and health standards. The Successful Offeror is required to abide by the County's Occupational Safety & Health Policy Statement: https://henrico.us/pdfs/risk/h_safety_policy.pdf which emphasizes maintaining a safe and healthy work environment for all employees, volunteers, and contractors who access County property and locations. The Successful Offeror must be properly trained and have any necessary certifications to carry out occupational safety and health policy responsibilities. The Successful Offeror must immediately communicate any concerns or incidents to the assigned CRWP Project Manager and the County Risk Manager.

FF. Changes in the Law

If, in the sole discretion of the CRWP, a change in the applicable law or regulations requires a modification to the terms of the Contract, the CRWP will present additional contractual terms to the Contractor, which the Contractor shall accept in writing. Unearned payments may be suspended or terminated if the Contractor refuses to accept any such additional contractual terms.

GG. Cooperative Procurement

This procurement is being conducted by the County in accordance with the provisions of Section 2.2-4304 of the Code of Virginia. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this Contract. The Contractor shall deal directly with any public body it authorizes to use the Contract. The County, its officials, and its employees are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public body, and in no event shall the County, its officials, or its employees be responsible

for any costs, damages or injury resulting to any party from another public body's cooperative use of a County contract. The County assumes no responsibility for any notification of the availability of the Contract for use by other public bodies, but the Contractor may conduct such notification.

VII. PROPOSAL SUBMISSION REQUIREMENTS

- A. The Purchasing Division will not accept oral proposals, nor proposals received by telephone, FAX machine, email or hard copy submissions. Proposals will only be accepted through eVA.
- B. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.
- C. The Proposal Signature Sheet (**Attachment A**) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Division requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
- D. Reserved
- E. The time proposals are received shall be determined by the time clock in eVA. Offerors are responsible for insuring that their proposals are submitted in eVA by the deadline indicated.
- F. By submitting a proposal in response to this Request for Proposal, the Offeror represents it has read and understands the Scope of Services and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the Contract work.
- G. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the Contract.
- H. Subject to the limitations of Va. Code § 2.2-4342(F), trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342(F)). (**Attachment D**)

- I. A proposal may be modified or withdrawn by the Offeror anytime prior to the time and date set for the receipt of proposals. The Offeror shall follow the process in eVA. No proposal can be withdrawn after the time set for the receipt of proposals and for one-hundred twenty (120) days thereafter.
- J. The County welcomes comments regarding how the proposal documents and scope of services may be improved. **Offerors requesting clarification, interpretation of, or improvements to the Request for Proposal's general terms, conditions, and scope of services shall submit technical questions concerning the Request for Proposal no later than noon, May 3, 2022 in writing.** Any changes to this Request for Proposals shall be in the form of a written addendum issued by the Purchasing Division and it shall be signed by the Purchasing Director or a duly authorized representative. **Each Offeror is responsible for determining that it has received all addenda issued by the Purchasing Division before submitting a proposal.**
- K. All proposals received on time shall be accepted for consideration. Proposals shall be open to public inspection only after award of the Contract.

VIII. PROPOSAL RESPONSE FORMAT

- A. Offerors shall submit a written proposal that present the Offeror's qualifications and understanding of the work to be performed. Offerors must address each evaluation criterion and be specific in presenting their qualifications. The proposal should provide all the information considered pertinent to the Offeror's qualifications for this project.
- B. The Offeror should include in its proposal the following:
 - 1. Table of Contents
Number all pages that include a header and footer identifying the respondent's organization.
 - 2. **Tab 1 – Introduction, Signed Forms**
In this tab, the following items should be provided:
 - a. Cover Letter – On company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal.
 - b. Proposal Signature Sheet – **Attachment A (2 pages)**
 - c. Business Classification Form – **Attachment B**
 - d. Virginia State Corporation Commission Registration Information – **Attachment C**
 - e. Proprietary/Confidential Information – **Attachment D**
 - f. WIOA Assurance and Certifications – **Attachment F**
 - 3. **Tab 2 - Statement of the Scope**
In this tab, Offerors, in concise terms, shall state their understanding of the Scope of Services requested by this RFP in Section III. Provide a response to each item in the Scope of Services.

4. Tab 3 - Organization Overview, Qualifications and Experience

In this tab offerors shall provide the following information.

- a. Executive Summary –Provide a synopsis of your organization’s systems include how long the company has been in business and the number of employees.
- b. Identify Program Partnerships used to produce
 - i. Business Partnership
 - ii. Workforce and community partnerships
 - iii. Other partners
- d. List the names and titles of all the owners, members of the board of directors, and other officers of the agency, corporation, or business. Indicate owners, or members, or officers who are present members of CRWP related to such individuals. The Successful Offeror shall be responsible for the performance of the subcontractor.
- e. If not subcontracting, Offerors should provide a statement to that effect.
- f. Describe your experience providing technology systems for workforce development over the last three years include a list of all such contracts (current and for the past three (3) years). Please include in your response, if your organization,
 - i. Has ever been identified as a “High Risk” contractor or auditee? If so, describe the circumstances
 - ii. Is operating under any form of corrective action, technical assistance or performance improvement plan? If so, for what Board and for what purpose and what is your progress?
 - iii. Within the past two (2) years, have been under any form of sanction? If so, describe the sanctioning Board’s basis for the sanction and duration.
 - iv. Have any contracts that you have “lost” within the past three (3) years – i.e., terminated early or not renewed. Specify the reason(s) for the early termination
 - v. Have had any questioned cost, how much, when, what program and how it was resolved.
- g. Provide references. References must be from organizations providing similar services, other funding sources or other professional relations. Contact information for each reference to include name, title, and the nature of relationships, web address, phone, fax, email and mailing address.
- h. Provide resumes of staff assigned to this project.

5. Tab 4 – Service Approach and Implementation

In the tab offerors shall provide information on the following:

- a. Describe your staffing support team/plan. Include positions and staff areas of responsibility as related to the required Scope of Services. Include a copy of your current organization chart showing all major functions and components and the names of persons occupying named positions.
- b. If subcontracting, Offerors must provide detailed information on the services they will provide. Resumes of staff shall also be provided.
- c. Attach a statement from each potential subcontractor signed by a duly authorized officer, employee or agent of the organization/agency that includes the name and address of the organization/agency, type of work to be performed and cost/percentage of the total work to be subcontracted. The statement must also include that the subcontractor will perform all work as indicated and will comply with all WIOA regulations, state or federal laws and

any worked performed in the last two years under WIOA.

- d. Describe efforts to ensure transparency with the program and avoiding conflict of interest between the organization and / or its representatives. List the names (s) and title (s) of all the owners, members of the board of directors, and other officers of the agency, corporation or business. Indicate owners, or members, or officers who are present members of CRWP or employed by an organization currently participating in any workforce development service or center in LWDA 9 or related to such individuals.
- e. Describe your organization's plan to provide ongoing staff development throughout the life of the contract award.
- f. Provide and Implementation Plan – provide a timeline inclusive of the action steps to be taken to fully implement the Scope of Services.
- g. Describe the data system's down time for scheduled service, system updates etc. and the level of notification.
- h. Describe the data system's reliability, and what's the fix breaks process and time.

6. Tab 5 – Data Reporting, Security and Technical

- a. Provide a flowchart that best depicts how services will be provided over the course of the data system setup and ongoing.
- b. Describe the number of job seekers, staff, partners and employers that will be available to use the system annually.
- c. Describe your organization's help desk and implementation strategy for its data system and program.
- d. Describe the workflows and how it can be configured to meet the needs of this RFP.
- e. Describe your system reporting capabilities.
- f. Offeror must indicate what data cannot be queried and the various display options.
- g. Describe the secure encryption system from mobile app to live system.
- h. Describe the number of implementation and workflow development hours and ongoing support cost annually.
- i. Describe how customer and staff will upload or complete documents through mobile app versus` the desktop.
- j. Describe the host site outage and reliability information.

7. Tab 6 – Pricing

In this tab, offerors shall provide an itemized list of all costs associated with providing the services outlined in Sec.III of this RFP. Offerors shall use **Attachment G** to provide pricing over the seven (7) year period. **Attachment G is provided as a separate Excel attachment.** Price shall be evaluated on total cost for year 1-7.

8. (if needed) Tab 7 – Exceptions

In this tab, Offerors shall list any exceptions taken to the Scope of Services and General Terms and Conditions of this Request for Proposals. The County intends to make the RFP and the Successful Offeror's proposal a part of the contract between the parties, so Offerors should list any exceptions for purposes of negotiating the contract

9. (if needed) Tab 8 – Assumptions

In this tab, offerors shall list any assumptions made when responding to this Request for Proposals.

10. (if needed) Tab 9 – Appendices

Optional for Offerors who wish to submit additional material that will clarify their response.

IX. PROPOSAL EVALUATION/SELECTION PROCESS

- A. Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

Evaluation Criteria	Weight
Experience and Qualifications <i>(In accordance with Section VIII, Items (B4) this criterion considers the Offeror’s qualifications, experience, resumes and references of the overall Offeror and staff assigned relative to the services solicited by this RFP as specified in Section III.)</i>	20
Functional Requirements Implementation <i>(In accordance with Section VIII, Items (B3), (B5), and (B8) this criterion considers the extent to which the offeror’s proposal satisfies the work requested by this RFP and clearly demonstrates the work to be performed as specified in Section III.)</i>	25
Reporting, Security and Technical <i>(In accordance with Section VIII, Item (B6), this criterion considers how the offeror’s proposed solution meets the requirements requested by this RFP as specified in Section III.)</i>	30
Price <i>(In accordance with Section VIII, Item (B7), this criterion considers the Offeror’s pricing for completing the services requested by this RFP and as specified in Section III.)</i>	20
Quality of Proposal Submission / Oral Presentations <i>(This criterion considers the overall quality of the Offeror’s proposal submitted and any oral presentations required.)</i>	5
Total	100

- B. For goods, nonprofessional services, and insurance, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. In the case of a proposal for information technology, as defined in Va. Code § 2.2-2006, CRWP and the County shall not require an Offeror to state in a proposal any exception to any liability provisions contained in the Request for Proposal. Negotiations shall then be conducted with each of the Offerors so selected. The Offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each Offeror so selected, the CRWP shall select the Offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that Offeror. Should CRWP 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.

ATTACHMENT A
PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal (“RFP”) **No.22-2330-4EMF Case Management System for Workforce Services**

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
ADDRESS:
FEDERAL ID NO:
SIGNATURE:
NAME OF PERSON SIGNING (PRINT):
TITLE:
TELEPHONE:
FAX:
EMAIL ADDRESS:
DATE:

ATTACHMENT B BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: _____

This form completed by: Signature: _____ Title: _____

Date: _____

PLEASE SPECIFY YOUR **BUSINESS CATEGORY** BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

- SMALL BUSINESS
- WOMEN-OWNED BUSINESS
- MINORITY-OWNED BUSINESS
- SERVICE-DISABLED VETERAN
- EMPLOYMENT SERVICES ORGANIZATION
- NON-SWaM (Not Small, Women-owned or Minority-owned)

SUPPLIER REGISTRATION – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia’s electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? Yes No

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.

_____NUMBER

_____DATE

DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Service disabled veteran business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

"Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

"Employment services organization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

The Offeror:

is a corporation or other business entity with the following SCC identification number:

_____ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids:

ATTACHMENT D
PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR: _____

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 Va. Code § 2.2-4342(F) in writing, either before or at the time the data or other materials are submitted. The Offeror must specifically identify the data or materials to be protected including the section(s) of the proposal in which it is contained and the pages numbers, and state the reasons why protection is necessary. A summary of trade secrets and proprietary information submitted shall be submitted on this form. 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. Va. Code § 2.2-4342(F) prohibits an Offeror from classifying an entire proposal, any portion of a proposal that does not contain trade secrets or proprietary information, line item prices, or total proposal prices as proprietary or trade secrets. If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

ATTACHMENT E

CAPITAL REGION WORKFORCE PARTNERSHIP and the COUNTY OF HENRICO INSURANCE SPECIFICATIONS

The following insurance coverages and limits are required in order to provide goods, services, construction, professional and non-professional services to Capital Region Workforce Partnership. These requirements are specific to this procurement and may or may not be the same for future requests.

Please be sure and review the Additional Requirements Section

The Successful Bidder/Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder/Offeror, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia and that is representative of the insurance policies. The Certificate shall show that the policy has been endorsed to add the Capital Region Workforce Partnership and all participating Cities and Counties are named as an additional insured for the Commercial General Liability coverage. **The certificate must not show in the description of operations section that it is issued specific to any bid, job, or contract.** The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Best or a rating acceptable to CRWP and the County. In addition, the Successful Bidder/Offeror shall agree to give the County a minimum of 30 days prior notice of any cancellation or material reduction in coverage.

Workers' Compensation

Statutory Virginia Limits

Employers' Liability Insurance - \$100,000 for each Accident by employee
\$100,000 for each Disease by employee
\$500,000 policy limit by Disease

Commercial General Liability

\$1,000,000 each occurrence including contractual liability for specified agreement
\$2,000,000 General Aggregate (other than Products/Completed Operations)
\$2,000,000 General Liability-Products/Completed Operations
\$1,000,000 Personal and Advertising injury
\$ 100,000 Fire Damage Legal Liability

Business Automobile Liability – including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

Umbrella Liability

\$2,000,000 Per Occurrence and in the aggregate

Additional Requirements

In addition to the requirements above, the Successful Bidder/Offeror shall thoroughly review the scope of work that is included and if any of the following are included in the services that will be provided, the following additional insurance will be required, if required:

- Professional Liability - \$2,000,000 Per Occurrence (or limit in accordance with Statute for Medical Professional)**
Required if the Scope includes providing advice or consultation including but not limited to; lawyers, bankers, physicians, programming, design (including construction design), architects & engineers and others who require extensive education and/or licensing to perform their duties.
- Cyber Liability - \$2,000,000 Per Occurrence**
Required if the Scope includes the collection and electronic transmittal of Personal Health Insurance (PHI), or any other demographic data on individuals including but not limited to Name, Address, Social Security Numbers or any other sort of personally identifying information.
- Abuse and Molestation Coverage - \$1,000,000 Per Occurrence**
Required if the scope of work includes the offering of professional or non-professional services to any child or student where one on one contact or consultation is to be provided.
- Pollution Liability - \$1,000,000 Per Occurrence**
Required if the scope of work involves the use (other than in a motor vehicle) or removal of a substance or energy introduced into the environment that potentially has an undesired effect or affects the usefulness of a resource. These include, but are not limited to Asbestos, PCB's, Lead, Mold, and Fuels.
- Explosion, Collapse & Underground Coverage (XCU)**
Required of a Contractor in limits equal to the General Liability Limit when the Scope includes any operations involving Blasting, any work underground level including but not limited to wires, conduit, pipes, mains, sewers, tanks, tunnels, or any excavation, drilling, or similar work.
- Builders Risk Coverage**
Required if the scope of work includes the ground up construction of a structure. Limit of insurance shall be 100% of the completed value of the structure. For projects for the renovation of an existing structure, The County shall insure the Builder's Risk with the Contractor being responsible for the first \$10,000 of any claim.
- Other as Specified Below**
Professional requirements for Errors & Omissions Coverage

NOTE 1: The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The CRWP and the County makes no representation or warranty as to how the Bidder/Offeror's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Bidder/Offeror's responsibilities outlined in the contract documents.

NOTE 2: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. This insurance shall apply as primary insurance and non-contributory with respect to any other insurance or self-insurance programs afforded CRWP and the County of Henrico. This policy shall be endorsed to be primary with respect to the additional insured.

NOTE 3: Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

NOTE 4: The Certificate Holder Box shall read as follows:
Capital Region Workforce Partnership and County of Henrico
1001 N. Laburnum Avenue, Suite B
Henrico, VA 23223

ATTACHMENT F

A. WIOA Compliance with Applicable Laws, Regulations

1. The Offeror must assure compliance, as appropriate, with the provision of Section 89 of the Internal Revenue Code;
2. The Offeror shall comply with the WIOA and attendant regulations. The Offeror further certifies that it has no commitments or obligations that are inconsistent with compliance with these and any other pertinent federal regulations and policies, and that any other agency, organization, or party which participates in the implementation of the programs funded pursuant to this Contract shall have no such commitments or obligations;
3. The Offeror shall comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), all requirements imposed by the applicable USDOL regulations (29 CFR Part 32) and all guidelines and interpretations issued pursuant there to;
4. The Offeror shall comply with Titles VI, VII, and IX of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto. The Offeror shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin unless it is a bona fide occupational qualification reasonably necessary to the normal operation of this Contract. The Offeror agrees to put in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
5. The Offeror agrees to include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions shall be binding upon each Offeror or vendor faith;
6. The Offeror shall comply with prohibitions on discrimination under Sec.188 of the WIOA;
7. The Offeror shall comply with the Virginia Public Procurement Act, §§ 2.2-4300 et seq. of the Code of Virginia;
8. The Offeror shall conform to the Virginia Freedom of Information Act, §§ 2.2-3700 et seq. of the Code of Virginia, except as otherwise required by federal or state law, consistent with federal confidentiality requirements and with the Government Data Collection and Dissemination Practices Act, §§ 2.2-3800 et seq. of the Code of Virginia;
9. The Offeror shall conform to the standards of the Occupational Safety and Health Standards for General Industry (29 CFR Part 1910) inclusive of the "Virginia Preface to OSHA Standards Book for General Industry";
10. The Offeror shall conform to and comply with all relevant procedures, guidelines, and directives created by the Virginia Board of Workforce Development as provided in §§ 2.2-2472 et seq. of the Code of Virginia;
11. The Offeror shall conform to the Virginia Child Labor Laws, §§ 40.1-78 et seq. of the Code of Virginia;
12. The Offeror shall conform to the Virginia Workers' Compensation Act, §§ 65.2 et seq. of the Code of Virginia;

13. The provisions of the following Acts, applicable regulations made pursuant to said Acts, and other listed directives are hereby incorporated by reference. All changes to said Acts, regulations, and directives are automatically incorporated into this Agreement.
- a. Title I of the WIOA (P.L. 113-128);
 - b. WIOA 20 CFR Parts 601, 651, 652 et al. Workforce Innovation and Opportunity Act; Notice of Proposed Rulemaking; Proposed Rules including subsequent revisions or amendments;
 - c. Duly authorized waivers approved by the USDOL; Page 13
 - d. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-332);
 - e. OMB 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule dated December 26, 2013;
 - f. OMB 2 CFR Part 2900 USDOL Exceptions to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards dated December 19, 2014;
 - g. USDOL administrative regulations, at 41 CFR Part 29-70 (property management-private), 29 CFR Part 93-94 (lobbying restrictions and drug-free workplace), and 29 C.F. R. Part 96-98 (audits, uniform administrative requirements and debarment and suspension);
 - h. Nothing in the WIOA (including the amendments made by this Act) shall be construed to supersede the privacy protections afforded parents and students under section 444 of the General Education Provisions Act (20 U.S.C. 1232g);
 - i. Executive Order 13333- Human Trafficking (22 U.S.C. §7104 (g)) requires termination without penalty, if a subgrantee, Offeror, or subcontractor engages in human trafficking;
 - j. Executive Order 13513- Prohibition Against Text Messaging While Driving by Government Offeror, Subcontractors and Recipients Subrecipients;
 - k. Buy American Notice Requirements: None of the funds made available under Title I of the WIOA may be expended by an entity unless the entity agrees that in expending the funds the entity will comply with (41 U.S.C. 8301-8303);
 - l. Federal Funding Accountability and Transparency Act of 2006 or Transparency Act—Public Law 109–282, as amended by section 6202(a) of Public Law 110–252 (31 U.S.C. 6101);
 - m. Equal Employment Opportunity Directives;
 - n. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) that provide for fair and equitable treatment of persons displaced or whose property is acquired for project purposes of Federal or federally Page 14 assisted programs, regardless of Federal participation in purchases;
 - o. Title IX of the Education Amendments of 1972 (P.L. 92-318), as amended, which prohibits discrimination on the basis of sex;

- p. The Age Discrimination Act of 1975, as amended;
- q. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; and
- r. The Americans with Disabilities Act of 1990 (P.L. 101-336).

B. Certifications

The following certifications are incorporated by reference and are a part of this Agreement:

1. Certification Regarding Lobbying (29 CFR § 93);
2. Drug-free Workplace Requirements Certification (29 CFR § 98);
3. Nondiscrimination and Equal Opportunity Assurance (29 CFR § 37);
4. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (29 CFR § 98).
5. The Contractor agrees that the information in this contract is correct to the best of his knowledge and belief. Any intentionally false or misleading information provided by the Contractor and relied upon by CRWP in appropriating funds for the project authorized by this Contract shall be cause for termination of this Contract, and CRWP shall be entitled to recover all monies previously paid under this Contract, caused by such intentionally false or **misleading information**.

C.. Contract Provisions for non-Federal Entity Contracts under Federal Awards

1. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
2. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned

upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

3. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
5. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Whistleblower Protection Act of 1989, 5 U.S.C. 2302b, Pub.L. 101-12 as amended, is a United States federal law that protects federal whistleblowers who work for the government and report the possible existence of an activity constituting a violation of law, rules, or regulations, or mismanagement, gross waste of funds, abuse of authority

or a substantial and specific danger to public health and safety. A federal agency violates the Whistleblower Protection Act if agency authorities take retaliatory personnel action against any employee or applicant because of disclosure of information by that employee or applicant.

Signature of Authorized Representative

Printed Name of Authorized Representative

Printed Name of Vendor (if different than)