



**COUNTY OF HENRICO  
DEPARTMENT OF FINANCE  
PURCHASING DIVISION  
CONTRACT EXTRACT  
NOTICE OF RENEWAL**

DATE:	July 1, 2025
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	Customer Case Management and Data Collection System for Workforce Services
CONTRACT NUMBER:	2330
COMMODITY CODE:	958.82
CONTRACT PERIOD:	July 1, 2025 through June 30, 2026
RENEWAL OPTIONS:	One (1) additional one-year renewals through 2027
USER DEPARTMENT:	CRWP
Contact Name:	Krishawn Monroe
Phone Number:	804-652-3224
Email Address:	Mon23@henrico.gov
HENRICO COOPERATIVE TERMS INCLUDED:	Yes
SUPPLIER: Name:	Empyra.Com Inc.
Address:	8081 Royal Ridge Pkwy Suite 160
City, State:	Irving, TX 76053
Contact Name:	Jenny Pate
Phone Number:	704-960-9149
Email address:	<a href="mailto:JPate@empyra.com">JPate@empyra.com</a>
ORACLE SUPPLIER NUMBER:	76660
BUSINESS CATEGORY:	Small, Women Owned, Minority
PAYMENT TERMS:	Net 35
DELIVERY:	n/a
FOB:	Destination
BUYER: Name:	Eileen M. Falcone, CPPB
Title:	Purchasing Manager
Phone:	804-501-5637
Email:	Fal51@henrico.gov

This contract is the result of a competitive solicitation issued by the Department of Finance, Purchasing Division. A requisition must be generated for all purchases made against this contract and the requisition must reference the contract number.

## SIGNATURE SHEET

<b>WORKFORCE AREA IX</b> Capital Region Workforce Partnership 121 Cedar Fork Road Henrico, Virginia 23223	<b>CONTRACTOR</b> Empyra 7510 Market Street, Suite 8 Boardman, OH 44512-6021 Attn:  Shanthi Subramanyam President and CEO	CONTRACT NUMBER: 22-2330-4EMF Renewal #3	
		Modification Number:	
		Federal Employee I.D. # See original contract	
		CFDA #: 17.259 17.258 17.278	Grant Number: 24A55AY000108-01-00 24A55AT000085-01-02 24A55AW000090-01-02


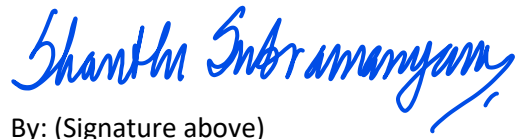
This contract (the "Contract") is entered into by and between the Capital Region Workforce Partnership ("CRWP"), and Empyra, ("Contractor"). In consideration of the mutual promises herein contained, the Contractor hereby agrees to perform the functions set forth under the terms and conditions established in this Contract. CRWP hereby agrees to pay the Contractor allowable costs incurred in the performance of this Contract, in an amount not to exceed \$64,400 with 100% to be paid from Workforce Innovation Opportunity Act (WIOA) funds. This contract award is based on work defined RFP# 22-2330-4EMF.

This Contract consists of   Section I.....Signature Sheet and Debarment Certification  
   Section II.....Scope of Work & Pricing  
   Section III.....General Provisions  
   Section IV .....Assurances & Certifications  
   Attachment I.....Purchase Order Terms and Conditions

**A. Obligation**

Total cost to the Capital Region Workforce Partnership shall not exceed \$64,400.

The Contract period shall be July 1, 2025-June 30, 2026. The Contract may be renewed based on the availability of funds for, one (1), one-year contract periods at the sole discretion of the CRWP and program performance. Renewal periods are 60 days prior to contract termination.

Approved for Capital Region Workforce Partnership	Approved for Contractor
 By: (Signature above)	 By: (Signature above)
<b>Date: June 25, 2025</b>	<b>Date: June 21, 2025</b>
Name: Brian Davis	Name: Shanthi Subramanyam
Title: Director	Title: President and CEO

## SECTION I

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

1. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

Emprya.com, Inc

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**Legal Name of Contractor Organization**

Emprya.com, Inc

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**Name of Organization**

Shanthi Subramanyam, President and CEO

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**Name and Title of Authorized Representative**

June 21, 2024

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**Date**

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**Signature**

# Virginia Capital Region Workforce Partnership - 2025 mOF Annual Renewal

**Virginia Capital Region Workforce Partnership**

121 Cedar Fork Road  
Richmond, Virginia 23223  
United States

**Brian Davis**

dav113@henrico.us  
(804) 652-3228

**Krishawn Monroe**

mon23@henrico.us  
+18046523224

Reference: 20250514-170138430

Quote created: May 14, 2025

Quote expires: July 13, 2025

Quote created by: Hannah Smith

Director of Customer Success

hsmith@empyra.com

**Comments from Hannah Smith**

Thank you for your partnership!



Products & Services

Item & Description	CLIN	Quantity	Unit Price	Total
<div>myOneFlow Core</div> <div>Provides your program with 500 active job seekers licensed and an unlimited number of inactive students so you can keep all your data for analysis and reporting. Similarly, it provides you with 80 licensed number of active staff users.</div> <div>Includes job seeker and staff portals.</div> <div>Job seeker portal includes:</div> <div><div><div>- Registration</div><div>- myPlan</div><div>- Services (appointments)</div><div>- Events</div><div>- Documents &amp; forms</div><div>- Outputs &amp; Signatures</div><div>- Ability to view Training that is recommended or available</div><div>- Announcements</div><div>- Contact requests</div><div>- Education &amp; Career Plan</div></div></div> <div>Staff portal with the following:</div> <div><div><div>- User Management (Profile)/ Account Creation or Registration</div><div>- Request Queue for staff to see what they need to do and next action to be taken</div><div>- Service Delivery</div><div>- Documents, Forms, Outputs &amp; Signatures</div><div>- Events</div><div>- Appointment Scheduling</div><div>- Incoming and Outgoing Referrals</div><div>- Communications (via email (Unlimited) &amp; text (includes 10,000 texts)</div><div>- Notes / Follow-up</div><div>- Assessments</div><div>- Outcomes</div><div>- Resume Builder</div><div>- Surveys</div><div>- Insights &amp; timeline</div></div></div>	6001	1	\$70,000.00 / year	\$64,400.00 / year after 8% discount for 1 year



Item & Description	CLIN	Quantity	Unit Price	Total
<ul style="list-style-type: none"> <li>- Workflow, Business Rules &amp; Conditions</li> <li>- System Admin &amp; Configuration</li> <li>- Operational Reporting</li> <li>- Ad-hoc reporting</li> <li>- CASAS, GED and/or TABE integration</li> <li>- Language Translation using Google Translate</li> </ul>				
<b>Scorecards &amp; Pipeline Reporting</b> For more accurate and easy reporting, utilize the Scorecards/Pipeline reporting to measure job-seeker and enrollment activity and completion against each of your unique goals and or success metrics. You can create your specific Milestone pipelines to know exactly where individuals or groups are in any process.	6002	1	\$0.00 / year	\$0.00 / year for 1 year
<b>Office 365 Calendar Integration</b> Office 365 Calendar Integration enables appointments made in myOneFlow to sync with staff members' Office365 calendar.	6003	1	\$0.00 / year	\$0.00 / year for 1 year
<b>myMobile App</b> Job seekers/students will be able to access the system via the mobile app to easily upload documents directly into their account. This will enable easy document sharing with a click. The job seekers can also schedule appointments with case managers and view/register for events.	6004	1	\$0.00 / year	\$0.00 / year for 1 year
<b>MOF Time Tracking &amp; Approvals w/base Employer Portal</b> Job seekers/students will be able to access the system via the mobile app to easily upload documents directly into their account. This will enable easy document sharing with a click. The job seekers can also schedule appointments with case managers and view/register for events.	6005	1	\$0.00 / year	\$0.00 / year for 1 year
Annual subtotal				\$64,400.00 after \$5,600.00 discount
<b>Total</b>				<b>\$64,400.00</b>

**Purchase terms**

Subscription Terms: 07/01/2025 - 06/30/2026.

**Signature**

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

<div><b>Brian Davis</b> dav113@henrico.us</div>	
<div><b>Trevor Aulick</b> taulick@empyra.com</div>	

**Questions? Contact me**



Hannah Smith  
Director of Customer Success  
hsmith@empyra.com

Empyra.com, Inc.  
7510 Market St  
Suite 8  
Boardman, OH 44512-6021  
United States

Title	Virginia Capital Region Workforce Partnership - 2025 mOF...
File name	redir
Document ID	4597a9d3e267ab8c3707f520cdaaa70b605c2ce8
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was signed on app.hubspot.com

## Document History



**05 / 16 / 2025**  
19:05:52 UTC

Sent for signature to Brian Davis (dav113@henrico.us) and Trevor Aulick (taulick@empyra.com) from esign@hubspot.com  
IP: 54.174.52.21



**05 / 16 / 2025**  
19:06:06 UTC

Viewed by Brian Davis (dav113@henrico.us)  
IP: 173.242.161.252



**05 / 16 / 2025**  
19:06:54 UTC

Signed by Brian Davis (dav113@henrico.us)  
IP: 173.242.161.252



**05 / 16 / 2025**  
19:15:50 UTC

Viewed by Trevor Aulick (taulick@empyra.com)  
IP: 47.186.145.2



**05 / 16 / 2025**  
19:16:18 UTC

Signed by Trevor Aulick (taulick@empyra.com)  
IP: 47.186.145.2



COMPLETED

**05 / 16 / 2025**  
19:16:18 UTC

The document has been completed.

## Section V. General Provisions

### GENERAL PROVISIONS

A. Contractor agrees all work shall be performed as provided in the Contract Documents.

B. Conflict of Interests Prohibited

In the performance of this contract, the Contractor, its officers, employees, and agents, shall comply with the provisions of the Virginia State and Local Government Conflict of Interests Act, Virginia Code §2.2-3100, et seq.

C. Contingency of CRWP Funding

1. It is understood and agreed that:

- a. CRWP's ability to satisfy financial obligations to its Contractors is totally dependent upon the availability of funds received through grants, appropriations, and Contracts; and
- b. Neither City of Richmond, Henrico, Chesterfield, Hanover, Charles City, New Kent, Powhatan nor Goochland Counties, nor any agency or department of any of the above Workforce Investment Area Jurisdictional Members, is obligated to make funds available from local sources of revenue to satisfy any obligation under this Contract.

2. If funds anticipated to be received by CRWP are suspended or terminated in whole or in part, funding and all obligations for payment under this Contract shall cease.

3. Should funds cease to be available for the performance of this Contract, the Contractor shall be promptly notified in writing of such fact by CRWP and this Contract shall be terminated.

4. Unearned payments under this Contract may be suspended or terminated upon the Contractor's refusal to accept any reasonable additional conditions that may be imposed on CRWP by the Department of Workforce Development and Advancement or by the U.S. Department of Labor or by Henrico County, Virginia—the Grant Recipient/Fiscal Agent of CRWP's funds.

5. To the extent that this Contract contemplates a term for more than one year, the continuation of the Contract for more than one year is expressly conditioned upon the appropriation of necessary funds.

D. Continuity of Agreement

All rights, responsibilities, obligations and privileges arising from this Contract shall be binding upon the successors to the parties of this Contract.

E. Acceptable Delivery

It is understood and agreed that:

## **Section V. General Provisions**

1. The Contractor shall perform and comply with the terms and conditions of this Contract.
2. CRWP shall interpret all reports and shall decide the acceptability and progress of the Contractor's work,
3. CRWP shall decide the amount, clarification and quality of kinds of work to be performed and the amounts to be paid under this Contract,
4. CRWP shall be the sole judge of the validity and acceptability of claims, if any, made by the Contractor for extra payment, and
5. CRWP's decisions shall be final, conclusive and binding on the parties.

### **F. Indemnification/Hold Harmless**

1. The Contractor agrees to indemnify defend and hold harmless the County of Henrico and CRWP, and their officers, agents and employees from liability from any claims, damages, suits, actions, liabilities and costs of any or kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Contractor, provided that such liability is not attributable to CRWP's or the County's sole negligence.

### **G. Contract Modifications**

1. All formal modifications to this Contract must be in written form and shall be signed by both parties prior to taking effect and being binding on both parties. A formal modification request on the part of Contractor requires the Contractor to submit a written request to the signatory of the contract and may be subject to CRWP board approval.
2. No modifications shall be made to this Contract retroactively, nor shall the Contractor notify or cause CRWP to be liable for reimbursement to the Contractor for any disallowed costs.

### **H. Records/Record Retention**

1. The Contractor shall submit all required reports, data, and documentation to the Capital Region Workforce Partnership (CRWP) in a timely and accurate manner and must maintain complete and accurate records that demonstrate compliance with the terms and conditions of this Contract. These records must support all programmatic and financial activities and must be made available upon request to CRWP, its designees, or applicable federal and state oversight agencies to ensure that funds are expended appropriately and in alignment with WIOA requirements.
2. The Contractor is responsible for maintaining an official and centralized Contract file that includes the signed Contract and any subsequent amendments, approved budgets and modifications, all fiscal and programmatic reports, correspondence, invoices, cost documentation, procurement records, inventory records (if applicable), participant HIPPA files, and any materials related to monitoring or audit activities, including responses to

## Section V. General Provisions

findings or corrective action plans. All participant files, with the exception of documentation protected under HIPAA, must be updated and maintained in the Virginia Workforce Connection (VaWC) electronic participant file system in accordance with applicable state policies and data entry standards.

3. All records related to this Contract must be retained for a minimum of three (3) years following final payment or formal contract closeout, whichever occurs later. If any audit, litigation, or claim is initiated before the end of the three-year retention period, records must be retained until all such matters are resolved. Record retention requirements shall comply with 2 CFR § 200.334, applicable provisions of 29 CFR Parts 95 and 97, 41 CFR § 29-70.203-7 (regarding DOL contracts), and relevant Virginia public records laws.
4. The Contractor shall ensure that all such records are accessible for inspection, audit, and copying by CRWP, Virginia Career Works, the U.S. Department of Labor, and other authorized entities during regular business hours. Failure to maintain or produce these records may result in disallowed costs, required reimbursements, or contract termination.

### I. Release

The Contractor, upon final payment of amounts due under this Contract, less any credits, refunds, or rebates due the Contractor, hereby releases and discharges CRWP and its duly authorized representatives from all liabilities, obligations and claims arising from this Contract.

### J. Termination

This Contract may be terminated at any time by mutual written agreement of the parties. CRWP reserves the right to terminate this Contract, in whole or in part, if it determines in its sole discretion that the Contractor has failed to fulfill its obligations as specified in this Contract, including failure to provide required services, meet performance standards, comply with applicable laws and regulations, or adhere to fiscal or administrative requirements. Except in cases of gross misconduct, fraud, or legal violations, the Contractor will be provided written notice of the deficiencies and afforded a period of thirty (30) calendar days to cure such deficiencies to CRWP's satisfaction. If corrective action is not taken within the prescribed period, CRWP may proceed with termination.

1. In the event of termination, the Contractor shall be compensated only for allowable costs and services satisfactorily performed in accordance with the terms of this Contract through the effective date of termination. CRWP shall not be liable for any costs incurred after the termination date or for any services rendered outside the scope of the Contract.
2. Within thirty (30) calendar days of the termination date, the Contractor shall submit a complete and accurate Contract Close-Out Package. This package shall include, but is not limited to, a final programmatic and fiscal report, return of unexpended funds, inventory reconciliation (if applicable), and transition documentation to ensure continuity of participant services and records.
3. Reimbursement requests for services rendered under this Contract must be submitted within thirty (30) calendar days following the termination date. CRWP reserves the right to deny

## Section V. General Provisions

payment for any invoices submitted beyond this deadline unless prior written extension has been granted.

4. Prior to contract termination whether due to completion, early termination, non-renewal or other reasons the Contractor shall issue written notification of employment termination to all employees whose positions are funded through this Contract. A copy of this employee notification shall be submitted to CRWP no later than the final day of the Contract period.

### K. Enforcement Provisions

The failure of the Capital Region Workforce Partnership (CRWP) to enforce any provision of this Contract or to require performance by the Contractor of any specific obligation at any time shall not be construed as a waiver of CRWP's right to enforce such provision or requirement at a later time. No waiver by CRWP of any breach or default shall be deemed a waiver of any other subsequent breach or default. All rights and remedies available to CRWP under this Contract are cumulative and may be exercised singularly or concurrently, and the exercise of any such right or remedy shall not constitute a waiver of any other.

### L. Contract Performance

1. CRWP does not discriminate against "faith-based organizations" as that term is defined in Virginia Code §2.2-4343.1.
2. During the term of this Contract and for three (3) years thereafter, CRWP has the right upon reasonable notice to examine and audit the Contractor's files and records that pertain to the performance of this Contract and to the handling and charges made pursuant to and in accordance with this Contract.
3. This Contract may not be assigned in whole or in part by the Contractor without the express prior written approval of CRWP.
4. This Contract may be simultaneously executed in two or more counterparts, each of which shall be an original and all of which shall constitute but one in the same instrument.

### M. Drug-Free Workplace Provisions

1. During the performance of this Contract, the Contractor agrees to:
  - a. provide a *drug-free workplace* for the Contractor's employees;
  - b. 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 shall be taken against employees for violations of such prohibition;
  - c. 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



## Section V. General Provisions

- d. 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 Contractor or vendor.

2. For the purpose 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.

### N. Authorization to Transact Business in Virginia

The Contractor, organized as a limited liability company, represents that it is authorized to transact business in the Commonwealth as a domestic or foreign business entity to the extent required by Title 13.1 or Title 50 or as otherwise required by law. The Contractor shall not allow its existence to lapse or its certificate or authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Agreement.

### O. Authorization to Receive Federal Funds

The Contractor is required to apply for and maintain active registration with SAM.gov for the duration of the contract if serving as a prime awardee. In addition, the Contractor must obtain and maintain a valid Universal Entity Identifier (UEI). While subrecipients are not required to register with SAM.gov, the Contractor, as the prime awardee, is responsible for tracking subrecipient funding and ensuring that each first-tier subrecipient has a valid UEI in accordance with federal subrecipient management and monitoring requirements.

### P. Immigration

The Contractor shall not during the performance of the Agreement, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

### P. Interest

Notwithstanding any other provision of the Contract, interest charged to the County for late payments shall not exceed 1% per month, in accord with Virginia Code 2.2-4354.

### Q. Severability

All parties hereto agree that should any provision of this Contract be determined to be invalid or unenforceable, under present or future laws effective during the term of this Contract, such determination shall not affect the legality, validity, and enforceability of the remaining terms and provisions of this Contract which shall continue in full force and effect.

### R. Governing Law, Jurisdiction, and Venue

## **Section V. General Provisions**

This contract is made and entered into in Henrico County, Virginia and shall be governed, interpreted, and construed by the laws of the Commonwealth of Virginia and the United States of America, notwithstanding conflicts of laws principles. Should any dispute arise as to the interpretation of or compliance with this Contract, such dispute shall be initiated and tried only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

## Section VI. Assurances and Certifications

### Workforce Innovation Opportunity Act

#### A. Compliance with Applicable Laws, Regulations and Directives

1. The Contractor must assure compliance, as appropriate, with the provision of Section 89 of the Internal Revenue Code;
2. The Contractor 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 thereto;
3. The Contractor 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 Contractor 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 Contractor agrees to put in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause. The Contractor 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 Contractor or vendor faith;
4. The Contractor shall comply with prohibitions on discrimination under Sec.188 of the WIOA;
5. The Contractor shall comply with the Virginia Public Procurement Act, §§ 2.2-4300 *et seq.* of the *Code of Virginia*;
6. The Contractor 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*;
7. The Contractor 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";
8. The Contractor shall conform to the Virginia Child Labor Laws, §§ 40.1-78 *et seq.* of the *Code of Virginia*;
9. The Contractor shall conform to the Virginia Workers' Compensation Act, §§ 65.2 *et seq.* of the *Code of Virginia*;
10. 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. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-332);

## **Section VI. Assurances and Certifications**

- b. 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;
- c. OMB 2 CFR Part 2900 USDOL Exceptions to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards dated December 19, 2014;
- d. 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);
- e. Executive Order 13333- Human Trafficking (22 U.S.C. §7104 (g)) requires termination without penalty, if a subgrantee, contractor, or subcontractor engages in human trafficking;
- f. Executive Order 13513- Prohibition Against Text Messaging While Driving by Government Contractors, Subcontractors and Recipients Subrecipients;
- g. 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);
- h. 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);
- i. Equal Employment Opportunity Directives;
- j. Title IX of the Education Amendments of 1972 (P.L. 92-318), as amended, which prohibits discrimination on the basis of sex;
- k. The Age Discrimination Act of 1975, as amended;
- l. 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
- m. The Americans with Disabilities Act of 1990 (P.L. 101-336).

## **Section VI. Assurances and Certifications**

The Contractor also understands and agrees to immediately desist from and correct any violations noted.

### **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); and;
3. Nondiscrimination and Equal Opportunity Assurance (29 CFR § 37);
4. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (29 CFR § 98).

### **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

## Section VI. Assurances and Certifications

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.
6. **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.

## **TERMS AND CONDITIONS OF PURCHASE**

1. This purchase order ("purchase order" or "contract") is a legal, binding contract and may not be amended except in writing, signed by both parties, such as by formal, written change order from the County Purchasing Office.
2. The County of Henrico (the "County") shall not be bound in any manner for goods delivered or services rendered except on the basis of this purchase order including these terms and conditions. The terms "supplier" and "contractor" refer to the party providing goods or services to the County pursuant to this purchase order.
3. Goods and services must be delivered and rendered strictly in accordance with the applicable bid or quotation and shall not deviate in any way from the terms, conditions, prices, quality, quantity, delivery instructions, and specifications of the bid or quotation.
4. All goods and/or services delivered and/or rendered shall comply with all applicable federal, state, and local laws, and shall not infringe any valid patent or trademark.
5. The supplier shall indemnify, defend, and hold harmless the County (including Henrico County Public Schools), and the County's 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) arising from, growing out of, or in any way involved with the goods delivered or services rendered pursuant to this purchase order by the supplier, including but not limited to claims or allegations of intellectual property infringement, bodily harm, property damage, or wrongful death, provided that such liability is not attributable to the County's sole negligence. In the event that suit is brought against the County, its officers and/or its employees (either independently or jointly with the supplier), arising out of this purchase order and/or the goods and/or services that are the subject of this purchase order, the supplier shall defend the County, its officers and employees, in any such suit at no cost to them. In the event that final judgment is obtained against the County, its officers and/or its employees, either independently or jointly with the supplier, then the supplier shall pay such judgment, including costs and attorneys fees, if any, and hold the County, its officers and employees, harmless therefrom.
6. To the extent that any terms and conditions contained in the supplier's acknowledgement, bid, or other forms conflict with those contained in this purchase order, those contained in the purchase order shall prevail.
7. Except for subscription services, the County shall not pay for any goods or services until they have been delivered or rendered.
8. The County will pay for goods delivered or services rendered in compliance with the terms, conditions, and specifications of this purchase order either on the date on which payment is due under the terms of this purchase order or, if no date is set out in this purchase order, not more than 45 days after the goods or services are received in full by the County or not more than 45 days after the invoice is received by the County, whichever is later. **If this purchase order is for goods or services in excess of \$100,000, then the supplier must submit a signed Anti-Lobbying Certification with its invoice before the County will be obligated to make payment.** See the last page of these Terms and Conditions.
9. Unless otherwise provided in this purchase order, if the County fails to pay by the payment date, the County agrees to pay the finance charge assessed by the supplier, which shall not exceed one percent per month.

10. Unless otherwise provided in this purchase order, all prices must be F.O.B. delivered to the point as indicated on the front of the purchase order. The County will grant no allowance for boxing, crating, or delivery unless specifically provided for in the bid or quotation. When a specific purchase is quoted or negotiated F.O.B. shipping point, the supplier shall ship prepaid, add the charges to invoice, and attach the original receipted freight bill to the invoice.
11. The supplier shall indicate the purchase order number on the front of each invoice and on the outside of each package or shipping container.
12. The County is exempt from the payment of federal excise and state sales taxes. If any such tax is included on the invoice, it must be shown as a separate item. Tax exemption certificates will be furnished to the supplier upon request.
13. Cash discounts shall be deducted as indicated on the front of this purchase order or in accordance with the terms of the quotation or bid.
14. The supplier shall not, in its product literature or advertising, refer to this purchase order or the use of the supplier's goods or services by the County.
15. If this purchase order is over \$10,000:
  - (1) During the performance of this purchase order, the supplier agrees as follows:
    - a. The supplier 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 supplier. The supplier agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The supplier, in all solicitations or advertisements for employees placed by or on behalf of the supplier, will state that such supplier 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 supplier will include the provisions of the foregoing paragraphs 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 supplier.
16. During the performance of this purchase order, the supplier agrees to (i) provide a drug-free workplace for the supplier'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 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 supplier that the supplier 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 supplier.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract or purchase order awarded to a supplier 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 or purchase order.

17. Henrico County does not discriminate against faith-based organizations as that term is defined in Virginia Code § 2.2-4343.1.
18. In the event that the supplier fails to deliver the goods or services within the time specified, or if the supplier otherwise defaults, the County may, after reasonable notice, procure such goods or services from other sources. In such event, the supplier shall be liable to the County for any additional cost occasioned by such failure to deliver or other default.
19. The County welcomes and encourages the participation of small businesses, businesses owned by women and minorities, businesses owned by service disabled veterans and employment service organizations in procurement transactions made by the County.
20. The supplier expressly agrees; both directly and through its subcontractors, to take every precaution at all times for the protection of persons and property who or which may come on County property or be affected by the supplier's operation in connection with the performance of the purchase order.
21. The supplier shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the purchase order.
22. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this purchase order.
23. This purchase order shall be governed by and interpreted under the laws of the Commonwealth of Virginia without regard to its conflict of law rules. Any dispute arising out of this purchase order, its performance, or its interpretation, shall be initiated and tried only in the courts of the County of Henrico, Virginia.
24. Authorization to Transact Business in the Commonwealth
  - (1) A business entity organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall 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) Any business entity described in subsection (1) that enters into a contract with a public body shall 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.
25. The supplier does not, and shall not during the performance of this purchase order for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
26. Payment Clauses Required by Va. Code § 2.2-4354
  - (1) The supplier shall take one of the two following actions within seven days after receipt of amounts paid to the supplier by the County 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 the County attributable to the work performed by the subcontractor

under that contract; or (b) notify the County and subcontractor, in writing, of the supplier's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

- (2) Pursuant to Virginia Code § 2.2-4354, suppliers that are proprietorships, partnerships, or corporations shall provide their federal employer identification numbers to the County. Pursuant to Virginia Code § 2.2-4354, suppliers who are individual contractors shall provide their social security numbers to the County.
  - (3) The supplier shall pay interest to its subcontractors on all amounts owed by the supplier that remain unpaid after seven days following receipt by the supplier of payment from the County for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 26(1) above.
  - (4) Pursuant to Virginia Code § 2.2-4354, unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.
  - (5) The supplier 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 supplier'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 County. A purchase order 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.
27. It is understood and agreed that this contract shall be subject to annual appropriations by the County of Henrico, Board of Supervisors. Should the Board fail to appropriate funds for this contract, the contract shall be terminated when existing funds are exhausted. The supplier shall not be entitled to seek redress from the County of Henrico, Virginia should the Board of Supervisors fail to make annual appropriations for this contract.

### **FEDERAL CONTRACT PROVISIONS**

When specifically stated in the Purchase Order, the following Federal Contract Provisions shall apply.

#### **1. Debarment and Suspension Clause (2 C.F.R. PART 200 APPENDIX II(h))**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **2. Procurement of Recovered Materials Clause (2 C.F.R. § 200.322)**

- (1) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (b) Meeting contract performance requirements; or
  - (c) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## **3. Byrd Anti-Lobbying Clause (2 C.F.R. PART 200 APPENDIX II(I))**

- (1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- (2) Required Certification. If applicable, contractors must sign and submit to the agency the following certification. (See the separate Anti-Lobbying Certification attached to the end of these Terms and Conditions.)
- (3) The undersigned certifies, to the best of his or her knowledge and belief, that:
  - 1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - 2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

#### **4. Termination of Cause and Convenience (2 C.F.R. PART 200 APPENDIX II(B))**

The County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

#### **5. Contract Work Hours and Safety Standards Act (29 C.F.R. 5.5(b))**

*Required in all contracts over \$100K utilizing mechanics or laborers (as defined in 40 U.S.C §§ 3701)*

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation, liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of

such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

**6. Clean Air Act and the Federal Water Pollution Control Act Clauses (2. C.F.R. PART 200 APPENDIX ii(G))**

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency ("FEMA"), and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- (4) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (5) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.
- (6) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**7. Legal/Contractual/Administrative Remedies for Breach (2 C.F.R. Part 200, APPENDIX II(A))**

**DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

**8. Equal Employment Opportunity Clause (2 C.F.R. PAR 200 APPENDIX II(C))**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted

construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**9. Davis-Bacon Act Clause (2C.F.R. PART 200 APPENDIX II(D))**

*Required for certain construction contracts over \$2K*

- (1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (2) Contractors are 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.

**10. Copeland Anti-Kickback Act (40 U.S.C. 3145)**

*Required in all construction contracts over \$2K (does not apply to PA grants)*

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

## **11. Rights to Inventions Made Under a Contract or Agreement Clause (2 C.F.R. PART 200 APPENDIX II(F))**

The contractor will comply with the requirements of 37 C.F.R. 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 FEMA.

## **12. Access to Records**

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

## **13. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## **14. Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

## **15. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

## **16. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.



## ANTI-LOBBYING CERTIFICATION

### *Byrd Anti-Lobbying Clause (2 C.F.R. PART 200 APPENDIX II(I))*

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the agency the following certification.

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official



Name and Title of Contractor's Authorized Official

## SIGNATURE SHEET

<b>WORKFORCE AREA IX</b> Capital Region Workforce Partnership 121 Cedar Fork Road Henrico, Virginia 23223	<b>CONTRACTOR</b> Empyra 7510 Market Street, Suite 8 Boardman, OH 44512-6021 Attn: Trevor Aulick, Vice President of Sales and Marketing <b>OR</b> <b>Shanthi Subramanyam,</b> <b>President &amp; CEO</b>	<b>CONTRACT NUMBER:</b> 22-2330-4EMF Renewal #2	
		<b>Modification Number:</b>	
		<b>Federal Employee I.D. #</b> See original contract	
		<b>CFDA #:</b>	<b>Grant Number:</b>
		17.259 17.258 17.278	23A55AY000030 23A55AT000020 23A55AT000020-01-01 23A55AW000023 23A55AW000023-01-01

This contract (the "Contract") is entered into by and between the Capital Region Workforce Partnership ("CRWP"), and Empyra, ("Contractor"). In consideration of the mutual promises herein contained, the Contractor hereby agrees to perform the functions set forth under the terms and conditions established in this Contract. CRWP hereby agrees to pay the Contractor allowable costs incurred in the performance of this Contract, in an amount not to exceed \$64,400 with 100% to be paid from Workforce Innovation Opportunity Act (WIOA) funds. This contract award is based on work defined RFP# 22-2330-4EMF.

This Contract consists of    Section I.....Signature Sheet and Debarment Certification  
    Section II.....Scope of Work & Pricing  
    Section III.....General Provisions  
    Section IV .....Assurances & Certifications  
    Attachment I.....Purchase Order Terms and Conditions

**A. Obligation**

Total cost to the Capital Region Workforce Partnership shall not exceed \$64,400.  
 The Contract period shall be July 1, 2024-June 30, 2025. The Contract may be renewed based on the availability of funds for, two (2), one-year contract periods at the sole discretion of the CRWP and program performance. Renewal periods are 60 days prior to contract termination.

Approved for Capital Region Workforce Partnership	Approved for Contractor
 By: (Signature above)	 By: (Signature above)
<b>Date: June 21, 2024</b>	<b>Date: June 21, 2024</b>
Name: Brian Davis	Name: Trevor Aulick / <i>Shanthi Subramanyam</i>
Title: Director	Title: Vice President Of Sales And Marketing. / <i>President &amp; CEO</i>

Approved as to form 6/25/24

*Audrey Burges*  
 Deputy County Attorney

## SECTION I

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

1. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

Emprya.com, Inc

**Legal Name of Contractor Organization**

Emprya.com, Inc

**Name of Organization**

Trevor Aulick, Vice President of Sales and Marketing [OR Shanthi Subramanyam, President & CEO](#)

**Name and Title of Authorized Representative**



June 21, 2024

**Date**

**Signature**



# 2024 Virginia Capital Region Workforce Partnership Renewal

## Virginia Capital Region Workforce Partnership

121 Cedar Fork Road  
Richmond, Virginia 23223  
United States

Reference: 20240612-105823279

Quote created: June 12, 2024

Quote expires: July 12, 2024

Quote created by: Vipin PV

[pvipin@empyra.com](mailto:pvipin@empyra.com)

### Brian Davis

[dav113@henrico.us](mailto:dav113@henrico.us)  
(804) 652-3228

### Krishawn Monroe

[mon23@henrico.us](mailto:mon23@henrico.us)  
+18046523224

### Comments from Vipin PV

- We are keeping the pricing same as what was charged in the previous year, including the discount.



Item & Description	SKU	Quantity	Unit Price	Total
<b>myOneFlow Core</b> Provides your program with 500 active job seekers licensed and an unlimited number of inactive students so you can keep all your data for analysis and reporting. Similarly, it provides you with 80 licensed number of active staff users.  Includes job seeker and staff portals.  Job seeker portal includes:  - Registration - myPlan - Services (appointments) - Events - Documents & forms - Outputs & Signatures - Ability to view Training that is recommended or available - Announcements - Contact requests - Education & Career Plan  Staff portal with the following:  - User Management (Profile)/ Account Creation or Registration - Request Queue for staff to see what they need to do and next action to be taken - Service Delivery - Documents, Forms, Outputs & Signatures - Events - Appointment Scheduling - Incoming and Outgoing Referrals - Communications (via email (Unlimited) & text (includes 10,000 texts) - Notes / Follow-up - Assessments		1	\$70,000.00 /year	\$70,000.00 /year for 1 year

- Outcomes
- Resume Builder
- Surveys
- Insights & timeline
- Workflow, Business Rules & Conditions
- System Admin & Configuration
- Operational Reporting
- Ad-hoc reporting
- CASAS, GED and/or TABE integration
- Language Translation using Google Translate

**Scorecards & Pipeline Reporting**

1

\$0.00 /year

\$0.00 /year

for 1 year

For more accurate and easy reporting, utilize the Scorecards/ Pipeline reporting to measure job-seeker and enrollment activity and completion against each of your unique goals and or success metrics. You can create your specific Milestone pipelines to know exactly where individuals or groups are in any process.

**Office 365 Calendar Integration**

1

\$0.00 /year

\$0.00 /year

for 1 year

Office 365 Calendar Integration enables appointments made in myOneFlow to sync with staff members' Office365 calendar.

**myMobile App**

1

\$0.00 /year

\$0.00 /year

for 1 year

Job seekers/ students will be able to access the system via the mobile app to easily upload documents directly into their account. This will enable easy document sharing with a click. The job seekers can also schedule appointments with case managers and view/register in events.



**MOF Time Tracking & Approvals w/base**

1

\$0.00 / year

\$0.00 / year

for 1 year

**Employer Portal**

Connecting job seeker to employers for work experience and OJTs. Includes an employer interface along with time tracking to allow employers, staff and participant to track and verify hours and sign for programs such as apprenticeship, OJT etc.

Annual subtotal

\$70,000.00

Reduction of programs discount

(\$5,600.00)

8% discount

**Total****\$64,400.00****Purchase terms**

Terms of this agreement are July 1, 2024 to June 30, 2025, with the options to renew at the rate agreed to within RFP #22-2330.

Additional options are included to increase users and functions are available at cost outlined in RFP # 22-2330.

This agreement has a start date of July 1, 2024.

**Signature**

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

**Brian Davis**

dav113@henrico.us

Verify to sign

## **SECTION IV. ADMINISTRATIVE PROVISIONS**

### **A. Communications System Requirements**

To participate in full information exchange, participant eligibility, participant tracking, and general communications, the Contractor must have Internet access for staff and participant use, an e-mail address for correspondence with staff and other organizations and agencies, including businesses. The Contractor must be reachable by telephone during stated office hours at the specified locations. Additionally, the Contractor shall ensure that participants have access to the Virginia Career Works and must make access available at all intake sites during stated office hours.

### **B. Staff Employment, Competencies and Customer Service**

#### **1. Staff Competencies**

The fundamental purpose of WIOA program staff is to educate and empower job seekers to make informed decisions about their future careers through education and training plans. While the day-to-day function of each program position varies, it is imperative that the Contractor's program staff is familiar with and has access to all information pertaining to the implementation and on-going requirements of the WIOA program and its partners.

The Contractor shall ensure that its staff read and/or receive training within the first 30 days of employment on the requirements of the WIOA program operating in the CRWP area. The Contractor shall maintain documentation of the training each staff member attends about the WIOA program and its requirements. At a minimum, the Contractor shall ensure its staff members have up-to-date access to changes in WIOA legislation, the WIOA performance standards, WIOA participant record requirements. In addition, the Contractor shall ensure that each of its staff members has a reasonable understanding of: (i) the WIOA performance standards, (ii) labor market information, (iii) uses for labor market information, (iv) best practices in WIOA case management, assessment, and the use of community resources (v). customer centered design and the integrated continuum service. The Contractor is strongly encouraged to provide staff with continuing education in the area of workforce development beyond any training provided by CRWP, the Virginia Community College System (VCCS), and U.S. Department of Labor (USDOL).

At a minimum, Contractor's staff must:

- (i) Have the opportunity to attend mandatory trainings and Contractor meetings; and,
- (ii) Work with the Operator and CRWP Staff to identify technical assistance needs and additional training needs throughout the Contract period.

#### **2. Customer Service Expectation**



## **SECTION IV. ADMINISTRATIVE PROVISIONS**

CRWP expects staff to establish and maintain service environment that is welcoming and conducive to positive customer experience. Staff employed under this contract should exhibit professionalism in their conduct and be courteous, polite, responsive, and helpful to customers, businesses, and all who visit the Virginia Career Works Centers, either in-person, by phone or virtually. Moreover, staff should be sensitive to the unique needs of individuals recognizing that most customers seek workforce services when they are at a difficult point in their lives. Contractor's leadership will ensure that training occurs regularly in de-escalating situations, trauma-informed care and Diversity, Equity, and Inclusion best practices to ensure the staff and included services are accessible to diverse populations and that programs and service delivery are free of discrimination and systemic inequity.

The Contractor shall ensure all staff competencies, customer service expectations and any other center policies and procedures developed and authorized by the board are maintained for the duration of the contract. In the event where contractor staff fails to meet these expectations outlined above, the Contractor shall at a minimum work on a performance improvement plan with the employee that includes enhanced training in the areas of deficiency. Repeated failures may suggest the need for terminations if the performance actions do not result in improvement.

### **C. Prompt Submission of Data and Invoices**

#### **1. Participant Data (Sensitive and Non Sensitive Information)**

In accordance with Training and Employment Guidance Letter #39-11 from the US Department of Labor the Contractor agrees to protect the personal identifiable information (PII). OMB defines PII as "information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual."

"Federal law, OMB Guidance, and Departmental and ETA policies requires that PII and other sensitive information be protected." Therefore to ensure that such PII is not transmitted to unauthorized users, all PII and other sensitive data transmitted via email or stored on CD's, DVDs, thumb drives, etc., must be encrypted using a Federal Information Processing Standards (FIPS) 140-2 compliant and National Institute of Standards and Technology (NIST) validated cryptographic module.

The Contractor shall establish, maintain, and safeguard (under lock and key) all participant HIPPA and other PII files, fiscal records, project records, and documents. The Contractor agrees to utilize appropriate methods for destroying, securing, and transmitting PII.

The Contractor agrees to work cooperatively with the CRWP and its OneFlow system to ensure acceptable processes, procedures, and due dates for conveying non-sensitive information such as

## **SECTION IV. ADMINISTRATIVE PROVISIONS**

case notes, competency attainment documentation, site supervisor's work experience evaluations, and other similar information needed to ensure each participant's WIOA record accurately reflects the services provided and associated performance outcomes.

All participant data shall be monitored by the CRWP, VCCS and may be monitored by the USDOL and Henrico County. All participant data must be entered into the Virginia Workforce Connection (VAWC) system in accordance with the timeline requirements established by the VCCS. Should errors be made in data entry, the Contractor may request corrections from the CRWP or assigned VWC/VOS System Administrator.

The Contractor shall also establish an internal monitoring process that will be used to review participant referral forms, assessment data, service delivery, and progress. The Contractor shall ensure that all such information is documented properly and that all records are consistent, complete, and properly secured.

The Contractor shall also ensure at the termination of this contract all information, files, and participant data is turned over to the CRWP within 30 days of the final invoice.

### **2. Fiscal Data**

The Contractor agrees to submit a monthly expenditure sheet, including accruals in accordance with the approved budget of this Contract within 15 calendar days after the end of each month, unless otherwise directed by the CRWP.

### **3. Contract Payments**

Any compensation paid to the Contractor under this contract shall be in the form of a reimbursement for an expense already incurred by the Contractor. The Contractor must ensure that all requests for reimbursement are accompanied by documentation of each expense it has incurred. The Contractor shall provide its federal employer identification number (s) to the CRWP.

**Payment of Subcontractors by the Contractor:** In the event that the Contractor uses subcontractors in performing any part of this contract the following conditions and terms of contract payments shall apply.

- The Contractor shall take one of the two following actions within seven days after the receipt of amounts paid to the Contractor by CRWP for all or portions of the goods and/or services provided by a subcontractor:
  - 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

## **SECTION IV. ADMINISTRATIVE PROVISIONS**

- Notify CRWP and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- The Contractor shall pay interest to its subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from Henrico County for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed.
- 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.

The Contractor's obligation to pay an interest charge to the subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354, referenced above, shall not be construed to be an obligation of the CRWP. A purchase order 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.

**Definition of Documentation:** Documentation refers to the process of providing traceable evidence and communicating methods in which an activity under the WIOA contract occurred. The documentation must be sufficient to enable an audit or review team to fully understand the cost, origin, timing, extent, and results of the activity performed. The form, content, and extent of documentation will depend on the type of activity.

To be considered allowable for reimbursement, costs must meet the following minimum general criteria:

- Be necessary and reasonable for proper and efficient operation of the program,
- Be permissible under applicable local, state and/or federal laws, regulations and policy,
- Conform to any limitations or exclusions set forth in contract guidelines, laws or regulations, or other governing limitations as to types or amounts of cost items,
- Be the net amount after applying all applicable credits, such as purchase discounts,
- Must not be included as a cost in any other project or grant, and
- The costs must advance the goals of the project.

Such documentation for requests for reimbursement covering allowable program activities shall include:

1. Receipts (example: food purchases must be itemized and include meeting notices, attendees, and participant signatures),
2. Copies of referral documents from the lead agency for costs related to enrollees/participants,
3. Any document/documentation that supports the request being made for any request for payment based on the type of cost and available documentation, and

## **SECTION IV. ADMINISTRATIVE PROVISIONS**

4. The appropriate cost allocation must be documented and stated with the request for reimbursement.

The invoice shall be submitted with all backup documentation as required and/or a cost allocation method and/or plan, if necessary and appropriate. CRWP has the right to refuse requests for reimbursements if the Contractor does not provide adequate supporting documentation. Failure to provide adequate documentation shall result in formal notification and deduction from payment of the "questioned cost" until the adequate documentation is provided or a disallowance.

If the Contractor has questions related to adequately documenting the expenses, the questions should be raised before and submitting the request for reimbursement.

The Contractor shall submit program accruals on a monthly basis with reimbursement request.

**Expenditure spreadsheet with supporting documentation shall be submitted to:**

Finance Office

Capital Region Workforce Partnership

121 Cedar Fork Road, Suite B

Henrico, VA 23223

Or

Electronic submission using an agreed upon method between the Contractor and CRWP.

### **D. Program Evaluation**

CRWP shall conduct an ongoing evaluation of the Contractor's performance and the services provided. The purpose of the evaluation is to determine that the delivery of services described in the Contract and level of service delivery is consistent with the stated goals of the CRWP and the Contract and that the manner in which services are delivered is professional, courteous and customer-focused.

### **E. Publications and Outreach**

All outreach or recruitment materials related to the services provided pursuant to this contract must prominently display the proud partnership with the American Job Center, as defined in TEGl 33-11, and made mandatory by TEGl 16-16. Additionally, they must include the local Virginia Career Works name and logo as defined in VWL 17-03. To ensure transparency and accountability, the Contractor must clearly identify all funding sources, including CRWP (Capital Region Workforce Partnership), WIOA (Workforce Innovation and Opportunity Act), and any other applicable funding sources, in accordance with relevant regulations and policies, such as WIOA, Public Law 113-

## **SECTION IV. ADMINISTRATIVE PROVISIONS**

128. Furthermore, each material must contain the statement: "Adheres to Equal Opportunity guidelines. Auxiliary aids and services are available upon request to individuals with disabilities." This is in compliance with federal laws, including the Rehabilitation Act of 1973 and the Americans with Disabilities Act. These requirements apply to all dissemination methods, including print, electronic, and others, whether conducted solely by the Contractor or in coordination/partnership with other organizations. The Contractor is responsible for ensuring that all promotional materials adhere to the guidance outlined in the Federal Office of Management and Budget (OMB) Circulars and CRWP Administrative Policy 14-03. For any inquiries regarding auxiliary aids and services, individuals may contact CRWP administration. Failure to comply with these requirements may result in consequences as outlined in the contract terms and relevant regulations.

### **F. Corrective Action**

All activities conducted under this Contract will be monitored by CRWP (Capital Region Workforce Partnership), Henrico County, the VCCS (Virginia Community College System), and the USDOL. CRWP may issue a Notice of Corrective Action for any deviations from the planned performance outline in this Contract. The Contractor shall respond within 15 calendar days of receipt of the Notice of Corrective Action by submitting to the CRWP a written Corrective Action Plan. CRWP will review the Corrective Action Plan and notify the Contractor in writing whether it accepts such plan.

CRWP may terminate the contract, in whole or in part, if the Contractor fails to respond to the Notice of Corrective Action in accordance with the Contract within 15 calendar days after receipt.

### **G. Program Income**

In the event the program generates any program income, the Contractor shall report to CRWP, the program income as a separate line item by cost category in the month in which the income was earned. Program income is defined as "income received by the Contractor (sub-recipient) directly generated by a grant or sub-grant supported activity, or earned only as a result of the grant or sub-grant." Such income shall be netted against the compensation otherwise due to the Contractor under this Contract.

### **H. Audit**

An independent audit of the WIOA funds awarded under this contract may be obtained by the Contractor annually. The Contractor shall develop an audit scope of work that is specific to the expenditure of WIOA funds in the performance of this contract in accordance with the requirements of OMB A-133. Such audit report shall include a financial review, including an examination of fiscal controls, expenditures, cost allocation, and appropriateness of costs charged to the grants awarded under this contract.

## **Section V. General Provisions**

### **GENERAL PROVISIONS**

A. Contractor agrees all work shall be performed as provided in the Contract Documents.

B. Conflict of Interests Prohibited

In the performance of this contract, the Contractor, its officers, employees, and agents, shall comply with the provisions of the Virginia State and Local Government Conflict of Interests Act, Virginia Code §2.2-3100, et seq.

C. Contingency of CRWP Funding

1. It is understood and agreed that:

- a. CRWP's ability to satisfy financial obligations to its Contractors is totally dependent upon the availability of funds received through grants, appropriations, and Contracts; and
- b. Neither City of Richmond, Henrico, Chesterfield, Hanover, Charles City, New Kent, Powhatan nor Goochland Counties, nor any agency or department of any of the above Workforce Investment Area Jurisdictional Members, is obligated to make funds available from local sources of revenue to satisfy any obligation under this Contract.

2. If funds anticipated to be received by CRWP are suspended or terminated in whole or in part, funding and all obligations for payment under this Contract shall cease.

3. Should funds cease to be available for the performance of this Contract, the Contractor shall be promptly notified in writing of such fact by CRWP and this Contract shall be terminated.

4. Unearned payments under this Contract may be suspended or terminated upon the Contractor's refusal to accept any reasonable additional conditions that may be imposed on CRWP by the Virginia Community College System or by the U.S. Department of Labor or by Henrico County, Virginia—the Grant Recipient/Fiscal Agent of CRWP's funds.

5. To the extent that this Contract contemplates a term for more than one year, the continuation of the Contract for more than one year is expressly conditioned upon the appropriation of necessary funds.

D. Continuity of Agreement

All rights, responsibilities, obligations and privileges arising from this Contract shall be binding upon the successors to the parties of this Contract.

E. Acceptable Delivery

It is understood and agreed that:

1. The Contractor shall perform and comply with the terms and conditions of this Contract.

## **Section V. General Provisions**

2. CRWP shall interpret all reports and shall decide the acceptability and progress of the Contractor's work,
3. CRWP shall decide the amount, clarification and quality of kinds of work to be performed and the amounts to be paid under this Contract,
4. CRWP shall be the sole judge of the validity and acceptability of claims, if any, made by the Contractor for extra payment, and
5. CRWP's decisions shall be final, conclusive and binding on the parties.

### **F. Indemnification/Hold Harmless**

1. The Contractor agrees to indemnify defend and hold harmless the County of Henrico and CRWP, and their officers, agents and employees from liability from any claims, damages, suits, actions, liabilities and costs of any or kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Contractor, provided that such liability is not attributable to CRWP's or the County's sole negligence.

### **G. Contract Modifications**

1. All formal modifications to this Contract must be in written form and shall be signed by both parties prior to taking effect and being binding on both parties. A formal modification request on the part of Contractor requires the Contractor to submit a written request to the signatory of the contract and may be subject to CRWP board approval.
2. No modifications shall be made to this Contract retroactively, nor shall the Contractor notify or cause CRWP to be liable for reimbursement to the Contractor for any disallowed costs.

### **H. Records/Record Retention**

1. The Contractor shall submit reports as required by CRWP and shall maintain records and provide access to them as necessary for CRWP's review to assure that funds are being expended in accordance with the purposes and provisions of this Contract.
2. 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.
3. 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.

### **I. Release**

## **Section V. General Provisions**

The Contractor, upon final payment of amounts due under this Contract, less any credits, refunds, or rebates due the Contractor, hereby releases and discharges CRWP and its duly authorized representatives from all liabilities, obligations and claims arising from this Contract.

### **J. Termination**

1. This Contract may be terminated by written mutual consent of the parties hereto.
2. CRWP may terminate this Contract when, in its sole discretion, it has determined that the Contractor has failed to provide any of the services specified or comply with any of the provisions contained in this Contract. Contractor will first be given the reasonable opportunity to correct any deficiencies within a 30-day period after notice.
3. In the event of termination hereunder, the Contractor shall be compensated for any services performed through the date of termination, provided that such services were performed in accordance with the provisions of this Contract.
4. Following termination of this Contract, the Contractor shall submit the required Contract Close-Out Package within thirty (30) days.
5. No reimbursement for services rendered shall be made which has not been requested within thirty (30) days following termination of this Contract.
6. Prior to the termination of this Contract, whether due to contract completion or otherwise, the Contractor shall provide written notice of employment termination to each of its employees supported by funds from this Contract, a copy of which shall be forwarded to CRWP prior to the termination date.

### **K. Enforcement Provisions**

The failure of CRWP to enforce at any time any of the provisions of this Contract or to require at any time performance by the Contractor of any provisions hereof shall in no way affect the validity of this Contract or any part thereof or the right of CRWP to thereafter enforce each and every provision.

### **L. Contract Performance**

1. CRWP does not discriminate against "faith-based organizations" as that term is defined in Virginia Code §2.2-4343.1.
2. During the term of this Contract and for three (3) years thereafter, CRWP has the right upon reasonable notice to examine and audit the Contractor's files and records that pertain to the performance of this Contract and to the handling and charges made pursuant to and in accordance with this Contract.
3. This Contract may not be assigned in whole or in part by the Contractor without the express prior written approval of CRWP.



## **Section V. General Provisions**

4. This Contract may be simultaneously executed in two or more counterparts, each of which shall be an original and all of which shall constitute but one in the same instrument.

### **M. Drug-Free Workplace Provisions**

1. During the performance of this Contract, the Contractor agrees to:
  - a. provide a *drug-free workplace* for the Contractor's employees;
  - b. 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 shall be taken against employees for violations of such prohibition;
  - c. 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
  - d. 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 Contractor or vendor.
2. For the purpose 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.

### **N. Authorization to Transact Business in Virginia**

The Contractor, organized as a limited liability company, represents that it is authorized to transact business in the Commonwealth as a domestic or foreign business entity to the extent required by Title 13.1 or Title 50 or as otherwise required by law. The Contractor shall not allow its existence to lapse or its certificate or authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Agreement.

### **O. Immigration**

The Contractor shall not during the performance of the Agreement, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

### **P. Interest**

Notwithstanding any other provision of the Contract, interest charged to the County for late payments shall not exceed 1% per month, in accord with Virginia Code 2.2-4354.

### **Q. Severability**

## **Section V. General Provisions**

All parties hereto agree that should any provision of this Contract be determined to be invalid or unenforceable, under present or future laws effective during the term of this Contract, such determination shall not affect the legality, validity, and enforceability of the remaining terms and provisions of this Contract which shall continue in full force and effect.

R. Governing Law, Jurisdiction, and Venue

This contract is made and entered into in Henrico County, Virginia and shall be governed, interpreted, and construed by the laws of the Commonwealth of Virginia and the United States of America, notwithstanding conflicts of laws principles. Should any dispute arise as to the interpretation of or compliance with this Contract, such dispute shall be initiated and tried only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

## **Section VI. Assurances and Certifications**

### **Workforce Innovation Opportunity Act**

#### **A. Compliance with Applicable Laws, Regulations and Directives**

1. The Contractor must assure compliance, as appropriate, with the provision of Section 89 of the Internal Revenue Code;
2. The Contractor 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 thereto;
3. The Contractor 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 Contractor 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 Contractor agrees to put in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause. The Contractor 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 Contractor or vendor faith;
4. The Contractor shall comply with prohibitions on discrimination under Sec.188 of the WIOA;
5. The Contractor shall comply with the Virginia Public Procurement Act, §§ 2.2-4300 *et seq.* of the *Code of Virginia*;
6. The Contractor 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*;
7. The Contractor 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";
8. The Contractor shall conform to the Virginia Child Labor Laws, §§ 40.1-78 *et seq.* of the *Code of Virginia*;
9. The Contractor shall conform to the Virginia Workers' Compensation Act, §§ 65.2 *et seq.* of the *Code of Virginia*;
10. 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. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-332);

## **Section VI. Assurances and Certifications**

- b. 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;
- c. OMB 2 CFR Part 2900 USDOL Exceptions to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards dated December 19, 2014;
- d. 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);
- e. Executive Order 13333- Human Trafficking (22 U.S.C. §7104 (g)) requires termination without penalty, if a subgrantee, contractor, or subcontractor engages in human trafficking;
- f. Executive Order 13513- Prohibition Against Text Messaging While Driving by Government Contractors, Subcontractors and Recipients Subrecipients;
- g. 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);
- h. 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);
- i. Equal Employment Opportunity Directives;
- j. Title IX of the Education Amendments of 1972 (P.L. 92-318), as amended, which prohibits discrimination on the basis of sex;
- k. The Age Discrimination Act of 1975, as amended;
- l. 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
- m. The Americans with Disabilities Act of 1990 (P.L. 101-336).

## **Section VI. Assurances and Certifications**

The Contractor also understands and agrees to immediately desist from and correct any violations noted.

### **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); and;
3. Nondiscrimination and Equal Opportunity Assurance (29 CFR § 37);
4. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (29 CFR § 98).

### **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

## **Section VI. Assurances and Certifications**

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.
6. **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.

### **TERMS AND CONDITIONS OF PURCHASE**

1. This purchase order ("purchase order" or "contract") is a legal, binding contract and may not be amended except in writing, signed by both parties, such as by formal, written change order from the County Purchasing Office.
2. The County of Henrico (the "County") shall not be bound in any manner for goods delivered or services rendered except on the basis of this purchase order including these terms and conditions. The terms "supplier" and "contractor" refer to the party providing goods or services to the County pursuant to this purchase order.
3. Goods and services must be delivered and rendered strictly in accordance with the applicable bid or quotation and shall not deviate in any way from the terms, conditions, prices, quality, quantity, delivery instructions, and specifications of the bid or quotation.
4. All goods and/or services delivered and/or rendered shall comply with all applicable federal, state, and local laws, and shall not infringe any valid patent or trademark.
5. The supplier shall indemnify, defend, and hold harmless the County (including Henrico County Public Schools), and the County's 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) arising from, growing out of, or in any way involved with the goods delivered or services rendered pursuant to this purchase order by the supplier, including but not limited to claims or allegations of intellectual property infringement, bodily harm, property damage, or wrongful death, provided that such liability is not attributable to the County's sole negligence. In the event that suit is brought against the County, its officers and/or its employees (either independently or jointly with the supplier), arising out of this purchase order and/or the goods and/or services that are the subject of this purchase order, the supplier shall defend the County, its officers and employees, in any such suit at no cost to them. In the event that final judgment is obtained against the County, its officers and/or its employees, either independently or jointly with the supplier, then the supplier shall pay such judgment, including costs and attorneys fees, if any, and hold the County, its officers and employees, harmless therefrom.
6. To the extent that any terms and conditions contained in the supplier's acknowledgement, bid, or other forms conflict with those contained in this purchase order, those contained in the purchase order shall prevail.
7. Except for subscription services, the County shall not pay for any goods or services until they have been delivered or rendered.
8. The County will pay for goods delivered or services rendered in compliance with the terms, conditions, and specifications of this purchase order either on the date on which payment is due under the terms of this purchase order or, if no date is set out in this purchase order, not more than 45 days after the goods or services are received in full by the County or not more than 45 days after the invoice is received by the County, whichever is later. **If this purchase order is for goods or services in excess of \$100,000, then the supplier must submit a signed Anti-Lobbying Certification with its invoice before the County will be obligated to make payment.** See the last page of these Terms and Conditions.
9. Unless otherwise provided in this purchase order, if the County fails to pay by the payment date, the County agrees to pay the finance charge assessed by the supplier, which shall not exceed one percent per month.

10. Unless otherwise provided in this purchase order, all prices must be F.O.B. delivered to the point as indicated on the front of the purchase order. The County will grant no allowance for boxing, crating, or delivery unless specifically provided for in the bid or quotation. When a specific purchase is quoted or negotiated F.O.B. shipping point, the supplier shall ship prepaid, add the charges to invoice, and attach the original receipted freight bill to the invoice.
11. The supplier shall indicate the purchase order number on the front of each invoice and on the outside of each package or shipping container.
12. The County is exempt from the payment of federal excise and state sales taxes. If any such tax is included on the invoice, it must be shown as a separate item. Tax exemption certificates will be furnished to the supplier upon request.
13. Cash discounts shall be deducted as indicated on the front of this purchase order or in accordance with the terms of the quotation or bid.
14. The supplier shall not, in its product literature or advertising, refer to this purchase order or the use of the supplier's goods or services by the County.
15. If this purchase order is over \$10,000:
  - (1) During the performance of this purchase order, the supplier agrees as follows:
    - a. The supplier 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 supplier. The supplier agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The supplier, in all solicitations or advertisements for employees placed by or on behalf of the supplier, will state that such supplier 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 supplier will include the provisions of the foregoing paragraphs 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 supplier.
16. During the performance of this purchase order, the supplier agrees to (i) provide a drug-free workplace for the supplier'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 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 supplier that the supplier 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 supplier.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract or purchase order awarded to a supplier 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 or purchase order.

17. Henrico County does not discriminate against faith-based organizations as that term is defined in Virginia Code § 2.2-4343.1.
18. In the event that the supplier fails to deliver the goods or services within the time specified, or if the supplier otherwise defaults, the County may, after reasonable notice, procure such goods or services from other sources. In such event, the supplier shall be liable to the County for any additional cost occasioned by such failure to deliver or other default.
19. The County welcomes and encourages the participation of small businesses, businesses owned by women and minorities, businesses owned by service disabled veterans and employment service organizations in procurement transactions made by the County.
20. The supplier expressly agrees; both directly and through its subcontractors, to take every precaution at all times for the protection of persons and property who or which may come on County property or be affected by the supplier's operation in connection with the performance of the purchase order.
21. The supplier shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the purchase order.
22. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this purchase order.
23. This purchase order shall be governed by and interpreted under the laws of the Commonwealth of Virginia without regard to its conflict of law rules. Any dispute arising out of this purchase order, its performance, or its interpretation, shall be initiated and tried only in the courts of the County of Henrico, Virginia.
24. Authorization to Transact Business in the Commonwealth
  - (1) A business entity organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall 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) Any business entity described in subsection (1) that enters into a contract with a public body shall 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.
25. The supplier does not, and shall not during the performance of this purchase order for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
26. Payment Clauses Required by Va. Code § 2.2-4354
  - (1) The supplier shall take one of the two following actions within seven days after receipt of amounts paid to the supplier by the County 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 the County attributable to the work performed by the subcontractor

under that contract; or (b) notify the County and subcontractor, in writing, of the supplier's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

- (2) Pursuant to Virginia Code § 2.2-4354, suppliers that are proprietorships, partnerships, or corporations shall provide their federal employer identification numbers to the County. Pursuant to Virginia Code § 2.2-4354, suppliers who are individual contractors shall provide their social security numbers to the County.
  - (3) The supplier shall pay interest to its subcontractors on all amounts owed by the supplier that remain unpaid after seven days following receipt by the supplier of payment from the County for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 26(1) above.
  - (4) Pursuant to Virginia Code § 2.2-4354, unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.
  - (5) The supplier 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 supplier'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 County. A purchase order 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.
27. It is understood and agreed that this contract shall be subject to annual appropriations by the County of Henrico, Board of Supervisors. Should the Board fail to appropriate funds for this contract, the contract shall be terminated when existing funds are exhausted. The supplier shall not be entitled to seek redress from the County of Henrico, Virginia should the Board of Supervisors fail to make annual appropriations for this contract.

#### **FEDERAL CONTRACT PROVISIONS**

When specifically stated in the Purchase Order, the following Federal Contract Provisions shall apply.

##### **1. Debarment and Suspension Clause (2 C.F.R. PART 200 APPENDIX II(h))**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **2. Procurement of Recovered Materials Clause (2 C.F.R. § 200.322)**

- (1) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (b) Meeting contract performance requirements; or
  - (c) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## **3. Byrd Anti-Lobbying Clause (2 C.F.R. PART 200 APPENDIX II(I))**

- (1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- (2) Required Certification. If applicable, contractors must sign and submit to the agency the following certification. (See the separate Anti-Lobbying Certification attached to the end of these Terms and Conditions.)
- (3) The undersigned certifies, to the best of his or her knowledge and belief, that:
  - 1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - 2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

#### **4. Termination of Cause and Convenience (2 C.F.R. PART 200 APPENDIX II(B))**

The County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

#### **5. Contract Work Hours and Safety Standards Act (29 C.F.R. 5.5(b))**

*Required in all contracts over \$100K utilizing mechanics or laborers (as defined in 40 U.S.C §§ 3701)*

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation, liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of

such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

**6. Clean Air Act and the Federal Water Pollution Control Act Clauses (2. C.F.R. PART 200 APPENDIX ii(G))**

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency ("FEMA"), and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- (4) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (5) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.
- (6) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**7. Legal/Contractual/Administrative Remedies for Breach (2 C.F.R. Part 200, APPENDIX II(A))**

**DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

**8. Equal Employment Opportunity Clause (2 C.F.R. PAR 200 APPENDIX II(C))**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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



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

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted

construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**9. Davis-Bacon Act Clause (29 C.F.R. PART 200 APPENDIX II(D))**

*Required for certain construction contracts over \$2K*

- (1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (2) Contractors are 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.

**10. Copeland Anti-Kickback Act (40 U.S.C. 3145)**

*Required in all construction contracts over \$2K (does not apply to PA grants)*

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**11. Rights to Inventions Made Under a Contract or Agreement Clause (2 C.F.R. PART 200 APPENDIX II(F))**

The contractor will comply with the requirements of 37 C.F.R. 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 FEMA.

**12. Access to Records**

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**13. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**14. Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**15. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**16. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.



## ANTI-LOBBYING CERTIFICATION

*Byrd Anti-Lobbying Clause (2 C.F.R. PART 200 APPENDIX II(I))*

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the agency the following certification.

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

  
Signature of Contractor's Authorized Official

SHANTHI SUBRAMANYAM, PRESIDENT & CEO  
Name and Title of Contractor's Authorized Official

## SIGNATURE SHEET

<b>WORKFORCE AREA IX</b> Capital Region Workforce Partnership 121 Cedar Fork Road Henrico, Virginia 23223	<b>CONTRACTOR</b> Empyra.com, Inc. 7510 Market Street, Suite 8 Boardman, OH 44512-6021 Attn: Trevor Aulick, Vice President Of Sales And Marketing	<b>CONTRACT NUMBER:</b>	
		22-2330-4EMFRenewal #1	
		Modification Number:	
		Federal Employee I.D. #	
		CFDA #:	Grant Number:
		17.259	AA-38561-22-55-A-51
		17.258	
		17.278	

This contract (the "Contract") is entered into by and between the Capital Region Workforce Partnership ("CRWP"), and Empyra, ("Contractor"). In consideration of the mutual promises herein contained, the Contractor hereby agrees to perform the functions set forth under the terms and conditions established in this Contract. CRWP hereby agrees to pay the Contractor allowable costs incurred in the performance of this Contract, in an amount not to exceed \$64,400 with 100% to be paid from Workforce Innovation Opportunity Act (WIOA) funds. This contract award is based on work defined RFP# 22-2330-4EMF.


This Contract consists of

- Section I.....Signature Sheet and Debarment Certification
- Section II.....Scope of Work & Pricing
- Section III.....General Provisions
- Section IV .....Assurances & Certifications
- Attachment I.....Purchase Order Terms and Conditions

**A. Obligation**

Total cost to the Capital Region Workforce Partnership shall not exceed \$64,400.

The Contract period shall be July 1, 2023-June 30, 2024. The Contract may be renewed based on the availability of funds for, three (3), one-year contract periods at the sole discretion of the CRWP and program performance. Renewal periods are 60 days prior to contract termination.

Approved for Capital Region Workforce Partnership	Approved for Contractor
By: (Signature above)	 By: (Signature above)
<b>Date: June 28, 2023</b>	<b>Date: June 28, 2023</b>
Name: Brian Davis	Name: Trevor Aulick
Title: Director	Title: Vice President Of Sales And Marketing.

**APPROVED AS TO FORM**

  
*Karen E. Doherty*  
 Assistant COUNTY ATTORNEY

## SECTION I

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

1. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

Empyra.com, Inc

**Legal Name of Contractor Organization**

Empyra.com, Inc

**Name of Organization**

Trevor Aulick, Vice President Of Sales And Marketing.

**Name and Title of Authorized Representative**



June 28, 2023

**Date**

**Signature**



# 2023 Virginia Capital Region Workforce Partnership Renewal

Created: June 15, 2023

## Virginia Capital Region Workforce Partnership

1001 N Laburnum Ave  
Richmond, Virginia 23223  
United States

## Brian Davis

dav113@henrico.us  
804.652.3228

## Krishawn Monroe

mon23@henrico.us  
18046523224

## Comments

A discount of 8% for this year is being offered in exchange to reduce the number of partner agencies to 5.

Jenny Pate - Senior Sales Executive Emprya.com, Inc.



## Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
<b>myOneFlow Core</b> Provides your program with 500 active job seekers licensed and an unlimited number of inactive students so you can keep all your data for analysis and reporting.		1	\$70,000.00 / year	\$70,000.00 / year for 1 year
	3			

Item & Description	SKU	Quantity	Unit Price	Total
--------------------	-----	----------	------------	-------

Similarly, it provides you with 80 licensed number of active staff users.

Includes job seeker and staff portals.

Student portal includes:

- Registration
- myPlan
- Services (appointments)
- Events
- Documents & forms
- Outputs & Signatures
- Ability to view Training that is recommended or available
- Announcements
- Contact requests
- Education & Career Plan

Staff portal with the following:

- User Management (Profile)/ Account Creation or Registration
- Request Queue for staff to see what they need to do and next action to be taken
- Service Delivery
- Documents, Forms, Outputs & Signatures
- Events
- Appointment Scheduling
- Incoming and Outgoing Referrals
- Communications (via email (Unlimited) & text (includes 10,000 texts)
- Notes / Follow-up
- Assessments
- Outcomes
- Resume Builder
- Surveys
- Insights & timeline
- Workflow, Business Rules & Conditions
- System Admin & Configuration
- Operational Reporting

Item & Description	SKU	Quantity	Unit Price	Total
- Ad-hoc reporting - CASAS, GED and/or TABE integration -Language Translation using Google Translate				
<b>Scorecards &amp; Pipeline Reporting</b>  For more accurate and easy reporting, utilize the Scorecards/ Pipeline reporting to measure jobseeker and enrollment activity and completion against each of your unique goals and or success metrics. You can create your specific Milestone pipelines to know exactly where individuals or groups are in any process.		1	\$0.00 / year	\$0.00 / year for 1 year
<b>Office 365 Calendar Integration</b>  Office 365 Calendar Integration enables appointments made in myOneFlow to sync with staff members' Office365 calendar.		1	\$0.00 / year	\$0.00 / year for 1 year
<b>myMobile App</b>  Job seekers/ students will be able to access the system via the mobile app to easily upload documents directly into their account. This will enable easy document sharing with a click. The job seekers can also schedule appointments with case managers and view/register in events.		1	\$0.00 / year	\$0.00 / year for 1 year
<b>MOF Time Tracking &amp; Approvals w/ base Employer Portal</b>  Connecting job seeker to employers for work experience and OJTs. Includes an employer interface along with time tracking to allow employers, staff and participant to track and verify hours and sign for programs such as apprenticeship, OJT etc.		1	\$0.00 / year	\$0.00 / year for 1 year

Annual subtotal	\$70,000.00
Reduction of programs discount	(\$5,600.00)
	8% discount
<b>Total</b>	<b>\$64,400.00</b>

### Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

**Brian Davis**

dav113@henrico.us

verify to sign

**Trevor Aulick**

taulick@empyra.com

verify to sign

**Expires on July 15, 2023**

### Purchase terms

Empyra will provide the product and services in accordance with the provisions of this quote and RFP# 22-2330 with the exception of a discount of 8% for this year is being offered in exchange to reduce the number of partner agencies to 5.

Terms of this agreement are July 1, 2023 to June 30, 2024, with the options to renew at the rate agreed to within RFP #22-2330.

Additional options are included to increase users and functions are available at cost outlined in RFP # 22-2330.

This agreement has a start date of July 1, 2023.

Questions? Contact me

## Section III. General Provisions

### GENERAL PROVISIONS

A. Contractor agrees all work shall be performed as provided in the Contract Documents.

B. Conflict of Interests Prohibited

In the performance of this contract, the Contractor, its officers, employees, and agents, shall comply with the provisions of the Virginia State and Local Government Conflict of Interests Act, Virginia Code §2.2-3100, et seq.

C. Contingency of CRWP Funding

1. It is understood and agreed that:

- a. CRWP's ability to satisfy financial obligations to its Contractors is totally dependent upon the availability of funds received through grants, appropriations, and Contracts; and
- b. Neither City of Richmond, Henrico, Chesterfield, Hanover, Charles City, New Kent, Powhatan nor Goochland Counties, nor any agency or department of any of the above Workforce Investment Area Jurisdictional Members, is obligated to make funds available from local sources of revenue to satisfy any obligation under this Contract.

2. If funds anticipated to be received by CRWP are suspended or terminated in whole or in part, funding and all obligations for payment under this Contract shall cease.

3. Should funds cease to be available for the performance of this Contract, the Contractor shall be promptly notified in writing of such fact by CRWP and this Contract shall be terminated.

4. Unearned payments under this Contract may be suspended or terminated upon the Contractor's refusal to accept any reasonable additional conditions that may be imposed on CRWP by the Virginia Community College System or by the U.S. Department of Labor or by Henrico County, Virginia—the Grant Recipient/Fiscal Agent of CRWP's funds.

5. To the extent that this Contract contemplates a term for more than one year, the continuation of the Contract for more than one year is expressly conditioned upon the appropriation of necessary funds.

D. Continuity of Agreement

All rights, responsibilities, obligations and privileges arising from this Contract shall be binding upon the successors to the parties of this Contract.

E. Acceptable Delivery

It is understood and agreed that:

1. The Contractor shall perform and comply with the terms and conditions of this Contract.



### Section III. General Provisions

2. CRWP shall interpret all reports and shall decide the acceptability and progress of the Contractor's work,
3. CRWP shall decide the amount, clarification and quality of kinds of work to be performed and the amounts to be paid under this Contract,
4. CRWP shall be the sole judge of the validity and acceptability of claims, if any, made by the Contractor for extra payment, and
5. CRWP's decisions shall be final, conclusive and binding on the parties.

F. Indemnification/Hold Harmless

1. The Contractor agrees to indemnify defend and hold harmless the County of Henrico and CRWP, and their officers, agents and employees from liability from any claims, damages, suits, actions, liabilities and costs of any or kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Contractor, provided that such liability is not attributable to CRWP's or the County's sole negligence.

G. Contract Modifications

1. All formal modifications to this Contract must be in written form and shall be signed by both parties prior to taking effect and being binding on both parties. A formal modification request on the part of Contractor requires the Contractor to submit a written request to the signatory of the contract and may be subject to CRWP board approval.
2. No modifications shall be made to this Contract retroactively, nor shall the Contractor notify or cause CRWP to be liable for reimbursement to the Contractor for any disallowed costs.

H. Records/Record Retention

1. The Contractor shall submit reports as required by CRWP and shall maintain records and provide access to them as necessary for CRWP's review to assure that funds are being expended in accordance with the purposes and provisions of this Contract.
2. 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.
3. 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.

I. Release

### **Section III. General Provisions**

The Contractor, upon final payment of amounts due under this Contract, less any credits, refunds, or rebates due the Contractor, hereby releases and discharges CRWP and its duly authorized representatives from all liabilities, obligations and claims arising from this Contract.

#### **J. Termination**

1. This Contract may be terminated by written mutual consent of the parties hereto.
2. CRWP may terminate this Contract when, in its sole discretion, it has determined that the Contractor has failed to provide any of the services specified or comply with any of the provisions contained in this Contract. Contractor will first be given the reasonable opportunity to correct any deficiencies within a 30-day period after notice.
3. In the event of termination hereunder, the Contractor shall be compensated for any services performed through the date of termination, provided that such services were performed in accordance with the provisions of this Contract.
4. Following termination of this Contract, the Contractor shall submit the required Contract Close-Out Package within thirty (30) days.
5. No reimbursement for services rendered shall be made which has not been requested within thirty (30) days following termination of this Contract.
6. Prior to the termination of this Contract, whether due to contract completion or otherwise, the Contractor shall provide written notice of employment termination to each of its employees supported by funds from this Contract, a copy of which shall be forwarded to CRWP prior to the termination date.

#### **K. Enforcement Provisions**

The failure of CRWP to enforce at any time any of the provisions of this Contract or to require at any time performance by the Contractor of any provisions hereof shall in no way affect the validity of this Contract or any part thereof or the right of CRWP to thereafter enforce each and every provision.

#### **L. Contract Performance**

1. CRWP does not discriminate against "faith-based organizations" as that term is defined in Virginia Code §2.2-4343.1.
2. During the term of this Contract and for three (3) years thereafter, CRWP has the right upon reasonable notice to examine and audit the Contractor's files and records that pertain to the performance of this Contract and to the handling and charges made pursuant to and in accordance with this Contract.
3. This Contract may not be assigned in whole or in part by the Contractor without the express prior written approval of CRWP.

### Section III. General Provisions

4. This Contract may be simultaneously executed in two or more counterparts, each of which shall be an original and all of which shall constitute but one in the same instrument.

M. Drug-Free Workplace Provisions

1. During the performance of this Contract, the Contractor agrees to:
  - a. provide a *drug-free workplace* for the Contractor's employees;
  - b. 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 shall be taken against employees for violations of such prohibition;
  - c. 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
  - d. 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 Contractor or vendor.
2. For the purpose 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.

N. Authorization to Transact Business in Virginia

The Contractor, organized as a limited liability company, represents that it is authorized to transact business in the Commonwealth as a domestic or foreign business entity to the extent required by Title 13.1 or Title 50 or as otherwise required by law. The Contractor shall not allow its existence to lapse or its certificate or authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Agreement.

O. Immigration

The Contractor shall not during the performance of the Agreement, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

P. Interest

Notwithstanding any other provision of the Contract, interest charged to the County for late payments shall not exceed 1% per month, in accord with Virginia Code 2.2-4354.

Q. Severability

### **Section III. General Provisions**

All parties hereto agree that should any provision of this Contract be determined to be invalid or unenforceable, under present or future laws effective during the term of this Contract, such determination shall not affect the legality, validity, and enforceability of the remaining terms and provisions of this Contract which shall continue in full force and effect.

R. Governing Law, Jurisdiction, and Venue

This contract is made and entered into in Henrico County, Virginia and shall be governed, interpreted, and construed by the laws of the Commonwealth of Virginia and the United States of America, notwithstanding conflicts of laws principles. Should any dispute arise as to the interpretation of or compliance with this Contract, such dispute shall be initiated and tried only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

## Section IV. Assurances and Certifications

### Workforce Innovation Opportunity Act

#### A. Compliance with Applicable Laws, Regulations and Directives

1. The Contractor must assure compliance, as appropriate, with the provision of Section 89 of the Internal Revenue Code;
2. The Contractor 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 thereto;
3. The Contractor 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 Contractor 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 Contractor agrees to put in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause. The Contractor 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 Contractor or vendor faith;
4. The Contractor shall comply with prohibitions on discrimination under Sec.188 of the WIOA;
5. The Contractor shall comply with the Virginia Public Procurement Act, §§ 2.2-4300 *et seq.* of the *Code of Virginia*;
6. The Contractor 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*;
7. The Contractor 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";
8. The Contractor shall conform to the Virginia Child Labor Laws, §§ 40.1-78 *et seq.* of the *Code of Virginia*;
9. The Contractor shall conform to the Virginia Workers' Compensation Act, §§ 65.2 *et seq.* of the *Code of Virginia*;
10. 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. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-332);

## **Section IV. Assurances and Certifications**

- b. 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;
- c. OMB 2 CFR Part 2900 USDOL Exceptions to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards dated December 19, 2014;
- d. 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);
- e. Executive Order 13333- Human Trafficking (22 U.S.C. §7104 (g)) requires termination without penalty, if a subgrantee, contractor, or subcontractor engages in human trafficking;
- f. Executive Order 13513- Prohibition Against Text Messaging While Driving by Government Contractors, Subcontractors and Recipients Subrecipients;
- g. 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);
- h. 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);
- i. Equal Employment Opportunity Directives;
- j. Title IX of the Education Amendments of 1972 (P.L. 92-318), as amended, which prohibits discrimination on the basis of sex;
- k. The Age Discrimination Act of 1975, as amended;
- l. 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
- m. The Americans with Disabilities Act of 1990 (P.L. 101-336).

## Section IV. Assurances and Certifications

The Contractor also understands and agrees to immediately desist from and correct any violations noted.

### 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); and;
3. Nondiscrimination and Equal Opportunity Assurance (29 CFR § 37);
4. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (29 CFR § 98).

### 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

## Section IV. Assurances and Certifications

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.
6. 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.



### TERMS AND CONDITIONS OF PURCHASE

1. This purchase order ("purchase order" or "contract") is a legal, binding contract and may not be amended except in writing, signed by both parties, such as by formal, written change order from the County Purchasing Office.
2. The County of Henrico (the "County") shall not be bound in any manner for goods delivered or services rendered except on the basis of this purchase order including these terms and conditions. The terms "supplier" and "contractor" refer to the party providing goods or services to the County pursuant to this purchase order.
3. Goods and services must be delivered and rendered strictly in accordance with the applicable bid or quotation and shall not deviate in any way from the terms, conditions, prices, quality, quantity, delivery instructions, and specifications of the bid or quotation.
4. All goods and/or services delivered and/or rendered shall comply with all applicable federal, state, and local laws, and shall not infringe any valid patent or trademark.
5. The supplier shall indemnify, defend, and hold harmless the County (including Henrico County Public Schools), and the County's 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) arising from, growing out of, or in any way involved with the goods delivered or services rendered pursuant to this purchase order by the supplier, including but not limited to claims or allegations of intellectual property infringement, bodily harm, property damage, or wrongful death, provided that such liability is not attributable to the County's sole negligence. In the event that suit is brought against the County, its officers and/or its employees (either independently or jointly with the supplier), arising out of this purchase order and/or the goods and/or services that are the subject of this purchase order, the supplier shall defend the County, its officers and employees, in any such suit at no cost to them. In the event that final judgment is obtained against the County, its officers and/or its employees, either independently or jointly with the supplier, then the supplier shall pay such judgment, including costs and attorneys fees, if any, and hold the County, its officers and employees, harmless therefrom.
6. To the extent that any terms and conditions contained in the supplier's acknowledgement, bid, or other forms conflict with those contained in this purchase order, those contained in the purchase order shall prevail.
7. Except for subscription services, the County shall not pay for any goods or services until they have been delivered or rendered.
8. The County will pay for goods delivered or services rendered in compliance with the terms, conditions, and specifications of this purchase order either on the date on which payment is due under the terms of this purchase order or, if no date is set out in this purchase order, not more than 45 days after the goods or services are received in full by the County or not more than 45 days after the invoice is received by the County, whichever is later. **If this purchase order is for goods or services in excess of \$100,000, then the supplier must submit a signed Anti-Lobbying Certification with its invoice before the County will be obligated to make payment.** See the last page of these Terms and Conditions.
9. Unless otherwise provided in this purchase order, if the County fails to pay by the payment date, the County agrees to pay the finance charge assessed by the supplier, which shall not exceed one percent per month.

10. Unless otherwise provided in this purchase order, all prices must be F.O.B. delivered to the point as indicated on the front of the purchase order. The County will grant no allowance for boxing, crating, or delivery unless specifically provided for in the bid or quotation. When a specific purchase is quoted or negotiated F.O.B. shipping point, the supplier shall ship prepaid, add the charges to invoice, and attach the original receipted freight bill to the invoice.
11. The supplier shall indicate the purchase order number on the front of each invoice and on the outside of each package or shipping container.
12. The County is exempt from the payment of federal excise and state sales taxes. If any such tax is included on the invoice, it must be shown as a separate item. Tax exemption certificates will be furnished to the supplier upon request.
13. Cash discounts shall be deducted as indicated on the front of this purchase order or in accordance with the terms of the quotation or bid.
14. The supplier shall not, in its product literature or advertising, refer to this purchase order or the use of the supplier's goods or services by the County.
15. If this purchase order is over \$10,000:
  - (1) During the performance of this purchase order, the supplier agrees as follows:
    - a. The supplier 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 supplier. The supplier agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The supplier, in all solicitations or advertisements for employees placed by or on behalf of the supplier, will state that such supplier 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 supplier will include the provisions of the foregoing paragraphs 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 supplier.
16. During the performance of this purchase order, the supplier agrees to (i) provide a drug-free workplace for the supplier'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 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 supplier that the supplier 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 supplier.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract or purchase order awarded to a supplier 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 or purchase order.

17. Henrico County does not discriminate against faith-based organizations as that term is defined in Virginia Code § 2.2-4343.1.
18. In the event that the supplier fails to deliver the goods or services within the time specified, or if the supplier otherwise defaults, the County may, after reasonable notice, procure such goods or services from other sources. In such event, the supplier shall be liable to the County for any additional cost occasioned by such failure to deliver or other default.
19. The County welcomes and encourages the participation of small businesses, businesses owned by women and minorities, businesses owned by service disabled veterans and employment service organizations in procurement transactions made by the County.
20. The supplier expressly agrees; both directly and through its subcontractors, to take every precaution at all times for the protection of persons and property who or which may come on County property or be affected by the supplier's operation in connection with the performance of the purchase order.
21. The supplier shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the purchase order.
22. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this purchase order.
23. This purchase order shall be governed by and interpreted under the laws of the Commonwealth of Virginia without regard to its conflict of law rules. Any dispute arising out of this purchase order, its performance, or its interpretation, shall be initiated and tried only in the courts of the County of Henrico, Virginia.
24. Authorization to Transact Business in the Commonwealth
  - (1) A business entity organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall 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) Any business entity described in subsection (1) that enters into a contract with a public body shall 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.
25. The supplier does not, and shall not during the performance of this purchase order for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
26. Payment Clauses Required by Va. Code § 2.2-4354
  - (1) The supplier shall take one of the two following actions within seven days after receipt of amounts paid to the supplier by the County 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 the County attributable to the work performed by the subcontractor

under that contract; or (b) notify the County and subcontractor, in writing, of the supplier's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

- (2) Pursuant to Virginia Code § 2.2-4354, suppliers that are proprietorships, partnerships, or corporations shall provide their federal employer identification numbers to the County. Pursuant to Virginia Code § 2.2-4354, suppliers who are individual contractors shall provide their social security numbers to the County.
  - (3) The supplier shall pay interest to its subcontractors on all amounts owed by the supplier that remain unpaid after seven days following receipt by the supplier of payment from the County for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 26(1) above.
  - (4) Pursuant to Virginia Code § 2.2-4354, unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.
  - (5) The supplier 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 supplier'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 County. A purchase order 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.
27. It is understood and agreed that this contract shall be subject to annual appropriations by the County of Henrico, Board of Supervisors. Should the Board fail to appropriate funds for this contract, the contract shall be terminated when existing funds are exhausted. The supplier shall not be entitled to seek redress from the County of Henrico, Virginia should the Board of Supervisors fail to make annual appropriations for this contract.

### **FEDERAL CONTRACT PROVISIONS**

When specifically stated in the Purchase Order, the following Federal Contract Provisions shall apply.

#### **1. Debarment and Suspension Clause (2 C.F.R. PART 200 APPENDIX II(h))**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **2. Procurement of Recovered Materials Clause (2 C.F.R. § 200.322)**

- (1) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (b) Meeting contract performance requirements; or
  - (c) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## **3. Byrd Anti-Lobbying Clause (2 C.F.R. PART 200 APPENDIX II(I))**

- (1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- (2) Required Certification. If applicable, contractors must sign and submit to the agency the following certification. (See the separate Anti-Lobbying Certification attached to the end of these Terms and Conditions.)
- (3) The undersigned certifies, to the best of his or her knowledge and belief, that:
  - 1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - 2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

#### **4. Termination of Cause and Convenience (2 C.F.R. PART 200 APPENDIX II(B))**

The County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

#### **5. Contract Work Hours and Safety Standards Act (29 C.F.R. 5.5(b))**

*Required in all contracts over \$100K utilizing mechanics or laborers (as defined in 40 U.S.C §§ 3701)*

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation, liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of

such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

**6. Clean Air Act and the Federal Water Pollution Control Act Clauses (2. C.F.R. PART 200 APPENDIX ii(G))**

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency ("FEMA"), and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- (4) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (5) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.
- (6) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**7. Legal/Contractual/Administrative Remedies for Breach (2 C.F.R. Part 200, APPENDIX II(A))**

**DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

**8. Equal Employment Opportunity Clause (2 C.F.R. PAR 200 APPENDIX II(C))**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted



construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**9. Davis-Bacon Act Clause (29 C.F.R. PART 200 APPENDIX II(D))**

*Required for certain construction contracts over \$2K*

- (1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (2) Contractors are 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.

**10. Copeland Anti-Kickback Act (40 U.S.C. 3145)**

*Required in all construction contracts over \$2K (does not apply to PA grants)*

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**11. Rights to Inventions Made Under a Contract or Agreement Clause (2 C.F.R. PART 200 APPENDIX II(F))**

The contractor will comply with the requirements of 37 C.F.R. 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 FEMA.

**12. Access to Records**

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**13. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**14. Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**15. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**16. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

### ANTI-LOBBYING CERTIFICATION

*Byrd Anti-Lobbying Clause (2 C.F.R. PART 200 APPENDIX II(I))*

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the agency the following certification.

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



\_\_\_\_\_  
Signature of Contractor's Authorized Official

Trevor Aulick, Vice President

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

## Capital Region Workforce Partnership Contract # 2330

Created: June 23, 2022

**Virginia Career  
Works Capital  
Region**

1001 N Laburnum  
Ave  
Richmond, Virginia  
23223  
United States

**Brian Davis**

dav113@henrico.us

**Krishawn Monroe**

mon23@henrico.us  
+18046523224

### Comments

Thank you for the opportunity!

Jenny Pate - Senior Sales Executive Empyra.com, Inc.



## Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
<b>myOneFlow Core</b>		1	\$70,000.00	\$67,000.00
Provides your program with 500 active job seekers licensed and an unlimited number of inactive jobseekers so you can keep all your data for analysis and reporting. Similarly, it provides you with 80			/ year	/ year after \$3,000.00 discount for 1 year

Item & Description	SKU	Quantity	Unit Price	Total
<p>licensed active staff users and 100 employers.</p> <p>Job Seeker portal includes the following:</p> <ul style="list-style-type: none"> <li>· Registration</li> <li>· myPlan</li> <li>· Services (appointments)</li> <li>· Events</li> <li>· Documents and Forms</li> <li>· Outputs &amp; Signatures</li> <li>· Ability to view Training that is recommended or available</li> <li>· Announcements</li> <li>· Contact Requests</li> <li>· Education and Career Plan</li> </ul> <p>Staff portal includes the following:</p> <ul style="list-style-type: none"> <li>· User Management (Profile)/ Account Creation or Registration</li> <li>· Request Queue for staff to see what they need to do next and take action</li> <li>· Service Delivery</li> <li>· Documents, Forms, Outputs &amp; signatures</li> <li>· Manage training content and videos for jobseekers</li> <li>· Events</li> <li>· Appointment Scheduling</li> <li>· Incoming and Outgoing Referrals to</li> </ul>				

Item & Description	SKU	Quantity	Unit Price	Total
<p>partners</p> <ul style="list-style-type: none"> <li>· Communications (via email (Unlimited) &amp; includes up to 10,000 texts )</li> <li>· Notes / Follow-up</li> <li>· Assessments</li> <li>· Outcomes</li> <li>· Resume Builder</li> <li>· Surveys</li> <li>· Insights &amp; Timeline</li> <li>· Workflow, Business Rules &amp; Conditions</li> <li>· System Admin &amp; Configuration</li> <li>· Operational Reporting</li> <li>· Ad-hoc and Pipeline reporting</li> <li>· CASAS, GED and/or TABE integration</li> <li>· Language Translation using Google Translate</li> </ul>				
<p><b>Scorecards &amp; Pipeline Reporting</b></p> <p>For more accurate and easy reporting, utilize the Scorecards/ Pipeline reporting to measure jobseeker and enrollment activity and completion against each of your unique goals and or success metrics. You can create your specific Milestone pipelines to know exactly where individuals or groups are in any process.</p>		1	\$0.00/ year	\$0.00 / year for 1 year

Item & Description	SKU	Quantity	Unit Price	Total
<b>Office 365 Calendar Integration</b> Office 365 Calendar Integration enables appointments made in OneFlow to synch with staff members' Office365 calendar.		1	\$0.00/ year	\$0.00 / year for 1 year
<b>myMobile App</b> Job seekers/ students will be able to access the system via the mobile app to easily upload documents directly into their account. This will enable easy document sharing with a click.		1	\$0.00/ year	\$0.00 / year for 1 year
<b>Work Experience &amp; Time Tracking Approvals</b> Connecting job seeker to employers for work experience and OJTs. Includes an employer interface along with time tracking to allow employers, staff and participant to track and verify hours and sign for programs such as apprenticeship, OJT etc.		1	\$0.00/ year	\$0.00 / year for 1 year
<b>myOneFlow Baseline Implementation</b> myOneFlow Baseline Implementation		1	\$7,000.00	\$3,000.00 after \$4,000.00 discount

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Annual subtotal .....	\$67,000.00
after \$3,000.00 discount	
One-time subtotal .....	\$3,000.00
after \$4,000.00 discount	
<b>Total .....</b>	<b>\$70,000.00</b>

## Signature

Before you sign this quote, an email must be sent to you to verify your identity.  
Find your profile below to request a verification email.

**Brian Davis**  
dav113@henrico.us



**Trevor Aulick**  
taulick@empyra.com



**Expires on July 23, 2022**

### Purchase terms

Empyra shall provide the product and services in accordance with the provisions of this quote and RFP#22-2330.

Initial terms of this agreement are July 1, 2022 to June 30, 2023, with the options to renew at the rate agreed to within RFP#22-2330.

Additional options including increase users and functions are available at cost outlined in RFP#22-2330.

**Questions? Contact me**



**Jenny Pate**

Senior Sales Executive  
jpate@empyra.com



**Empyra.com, Inc.**

7510 Market St, Suite 8  
Boardman, OH 44512-6021  
United States

TITLE	Capital Region Workforce Partnership Contract # 2330
FILE NAME	redir
DOCUMENT ID	d764f592fe8d52740768cb6cdebcd395f300371
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

This document was signed on app.hubspot.com

## Document History



SENT

**06 / 28 / 2022**

12:55:54 UTC

Sent for signature to Brian Davis (dav113@henrico.us) and Trevor Aulick (taulick@empyra.com) from esign@hubspot.com  
IP: 54.174.54.111



VIEWED

**06 / 28 / 2022**

12:56:07 UTC

Viewed by Trevor Aulick (taulick@empyra.com)  
IP: 74.83.102.96



SIGNED

**06 / 28 / 2022**

12:56:27 UTC

Signed by Trevor Aulick (taulick@empyra.com)  
IP: 74.83.102.96



VIEWED

**06 / 28 / 2022**

13:23:58 UTC

Viewed by Brian Davis (dav113@henrico.us)  
IP: 173.242.168.179



SIGNED

**06 / 28 / 2022**

13:30:40 UTC

Signed by Brian Davis (dav113@henrico.us)  
IP: 173.242.168.179



COMPLETED

**06 / 28 / 2022**

13:30:40 UTC

The document has been completed.



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](https://eva.virginia.gov/).

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 [fal51@henrico.us](mailto:fal51@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](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](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 work 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:

<b>Evaluation Criteria</b>	<b>Weight</b>
<b>Experience and Qualifications</b> <i>(In accordance with Section VIII, <b>Items (B4)</b> 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
<b>Functional Requirements Implementation</b> <i>(In accordance with Section VIII, <b>Items (B3), (B5), and (B8)</b> 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
<b>Reporting, Security and Technical</b> <i>(In accordance with Section VIII, <b>Item (B6)</b>, this criterion considers how the offeror's proposed solution meets the requirements requested by this RFP as specified in Section III.)</i>	30
<b>Price</b> <i>(In accordance with Section VIII, <b>Item (B7)</b>, this criterion considers the Offeror's pricing for completing the services requested by this RFP and as specified in Section III.)</i>	20
<b>Quality of Proposal Submission / Oral Presentations</b> <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)*

# myONEFLOW

Response to RFP No. 22-2330-4EMF

Customer Case Management and Data Collection



Contact: **Shanthi Subramanyam, CEO & Product Owner**



COMMONWEALTH OF VIRGINIA

County of Henrico



empyra®



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## TAB 1 – INTRODUCTION, SIGNED FORMS

### COVER LETTER

May 15, 2022

Dear Evaluation Team,

Empyra is excited that the County of Henrico is seeking a streamlined Customer Case Management and Data Collection System for Workforce Services for Virginia's Capital Region Workforce Partnership. Empyra's myOneFlow solution team is eager to continue the work that has begun between customers, CRWP staff and other stakeholders. myOneFlow provides a unique cloud-based solution that offers a configurable workflow guiding customers through the entire workforce process allowing easy virtual collaboration for all parties. By implementing our unique workflow and the myPlan, which guides customers through every step of the way, we provide CRWP staff with a way to manage and track individuals, collect documentation as well as create reports to better understand the results.

We have created an intuitive, robust, flexible, and powerful program management system for our customers that meets their current needs, helps them be well-prepared for changing business requirements in a secure and encrypted manner, and empowers them to control administration functionality so that they may respond to business rules, workflow, and policy changes as quickly as possible and in an automated fashion.

In addition to streamlining operations within the organization, myOneFlow can act as a network connecting CRWP to the community at large by providing access to appropriate entities within the system. As myOneFlow grows in your community, it will be important to be "in the Network" of myOneFlow to make service and connection efforts easy and fluid. myOneFlow fulfills the need for one system that helps manage all aspects of data collection, case management and community connection for Virginia's Capital Region Workforce.

We would be honored to be chosen to continue to grow with the Virginia Capital Region Workforce in the future.

Sincerely,



Shanthi Subramanyam

President and CEO, Empyra.com Inc.

## PROPOSAL SIGNATURE SHEET – ATTACHMENT A (2 PAGES)

The DMS, including self-service portal must be available to end users on a twenty-four hours per day, seven days per week, year-round basis.

### 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):
EMPYRA.COM, INC.
ADDRESS: 7510 MARKET STREET, SUITE 8
BOARDMAN OH 44512
FEDERAL ID NO: 34-1764602
SIGNATURE:
NAME OF PERSON SIGNING (PRINT): SHANTHI SUBRAMANYAM
TITLE: PRESIDENT & CEO
TELEPHONE: 330 518 5400 (Mobile)
FAX:
EMAIL ADDRESS: ssubramanyam@empyra.com
DATE: 04/22/2022



## BUSINESS CLASSIFICATION FORM – ATTACHMENT B

### BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: EMPYRA.COM, INC.

This form completed by: SHANTHI SUBRAMANYAM

Signature: Title: PRESIDENT & CEO

Date: 04/22/2022

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.

## VIRGINIA STATE CORPORATION COMMISSION REGISTRATION INFORMATION – ATTACHMENT C

### VIRGINIA STATE CORPORATION COMMISSION (SCC) REGISTRATION INFORMATION

**The Offeror:**

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

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**-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: ☐

## PROPRIETARY/CONFIDENTIAL INFORMATION – ATTACHMENT D

### PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR: EMPYRA.COM, INC.

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 DISCLOSURE	WITHHOLDING	FROM
Tab 3 Section C	31	Ownership private and not to be disclosed		Competitors
Tab 3 Section F	32-25	Our customer information should not be accessible to our competitors		Competitors
Tab 3 Section G	36-41	Resumes – qualifications of our employees is private. Our employee information should not be accessible to our competitors		Competitors
Tab 4 Section F	43-46	Implementation is specific to our process and this section contains our proprietary methodology		Competitors
Tab 4 Section G	47	Proprietary security information that details our hosting and security elements		Competitors
Tab 4 Section H	47	Proprietary security information that details our hosting and security elements		Competitors
Tab 5 Section D	51	Workflow configuration is part of our trade secrets and proprietary information.		Competitors
Tab 5 Section E	52-58	Reports share unique methods of reporting and outcomes part of our trade secrets and proprietary information.		Competitors
Tab 5 Section G	58	Proprietary security information that details our interoperation details		Competitors
Tab 5 Section J	59	Proprietary security information that details our system reliability		Competitors
Appendix 9	63-65	Training Methodologies are unique to our product and implementation		Competitors

## WIOA ASSURANCE AND CERTIFICATIONS – ATTACHMENT F

### A. WIOA COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS

- a. The Offeror must assure compliance, as appropriate, with the provision of Section 89 of the Internal Revenue Code;
- b. 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;
- c. 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;
- d. 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.
- e. 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;
- f. The Offeror shall comply with prohibitions on discrimination under Sec.188 of the WIOA;
- g. The Offeror shall comply with the Virginia Public Procurement Act, §§ 2.2-4300 et seq. of the Code of Virginia;
- h. 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;
- i. 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";
- j. 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;
- k. The Offeror shall conform to the Virginia Child Labor Laws, §§ 40.1-78 et seq. of the Code of Virginia;
- l. The Offeror shall conform to the Virginia Workers' Compensation Act, §§ 65.2 et seq. of the Code of Virginia;
- m. 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.
  - 1. Title I of the WIOA (P.L. 113-128);
  - 2. 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;

3. Duly authorized waivers approved by the USDOL; Page 13
4. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-332);
5. 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;
6. OMB 2 CFR Part 2900 USDOL Exceptions to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards dated December 19, 2014;
7. 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);
8. 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);
9. 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;
10. Executive Order 13513- Prohibition Against Text Messaging While Driving by Government Offeror, Subcontractors and Recipients Subrecipients;
11. 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);
12. 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);
13. Equal Employment Opportunity Directives;
14. 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;
15. Title IX of the Education Amendments of 1972 (P.L. 92-318), as amended, which prohibits discrimination on the basis of sex;
16. The Age Discrimination Act of 1975, as amended;
17. 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
18. 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**

- A. 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.”
- B. 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.
- C. 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.
- D. 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).
- E. 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.

A handwritten signature in blue ink that reads "Shanthi Subramanyam". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.  
*Signature of Authorized Representative*

The name "SHANTHI SUBRAMANYAM" is printed in blue, all-caps, sans-serif font. Below the name is a horizontal line.  
*Printed Name of Authorized Representative*

The name "EMPYRA.COM, INC." is printed in blue, all-caps, sans-serif font. Below the name is a horizontal line.  
*Printed Name of Vendor (if different than)*



## 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.

### **Empyra's Response:**

The requirement is to provide a customer centric system that provides the ability for customers, staff, employers and partners to collaborate in a system that also provides each entity the ability to use the system to complete their steps/ manage the process of serving customers.

### **Customers:**

Customers need to be able to create their own account, providing a minimal set of data, and then complete the required forms and documents based on their required services and situation. The customer should also be able to electronically sign any forms they are submitting, upload required documents securely, schedule appointments with their case manager or other staff, register for events, receive communications on the status of their application, including requests for additional information.

### **Staff:**

Staff should be able to receive notifications of actions and inactions by customers, see and be able to work on items in the request queue that are assigned to them (and if authorized, unassigned). Staff should be able to view forms completed by customers, documents uploaded, outputs signed, and services upcoming or provided to the customer. Staff should have the ability to approve customers to the next stage if so authorized. Staff should be able to access reports needed to do their job.

### **System:**

The system should make it easy for clients to complete forms, provide documentation and sign required documents. The system should provide the ability for staff to manage events, create events, track attendance and perform automated actions to help remind customers of upcoming events and appointments. The system should have the ability to send communications triggered by client actions to help minimize staff workload and to provide a consistent process for customers. The system will provide staff with the ability to create and assign forms to customers. The system should support the ability to send communications via email and text message, and provide the ability to remind customers of upcoming appointments or events. The calendar of staff shall be synchronized with Microsoft Office 365. The system should provide the ability for customers or staff to upload documents related to the client and store them securely, while being able to search for and retrieve them.

The system should provide the ability to support the upload and tracking views of training videos. The system should support the ability for customers to use their mobile phone to access their portal and have a mobile app to enable functions to be available on the mobile app for the customer.

The system should provide the ability to report on customers actions and the ability to view the stage of action of the customer in relation to the complete flow /full funnel. The system should also be able to provide duration metrics for clients as they progress through the system.

The system should have tracking of actions by all users (customers and staff), including logins, etc. and must protect data through encryption, secure access and features like time out, account locking after n unsuccessful attempts, etc. The system should provide the ability to track work experience for customers when placed with employers, and the ability to track time, submission, approval, etc.

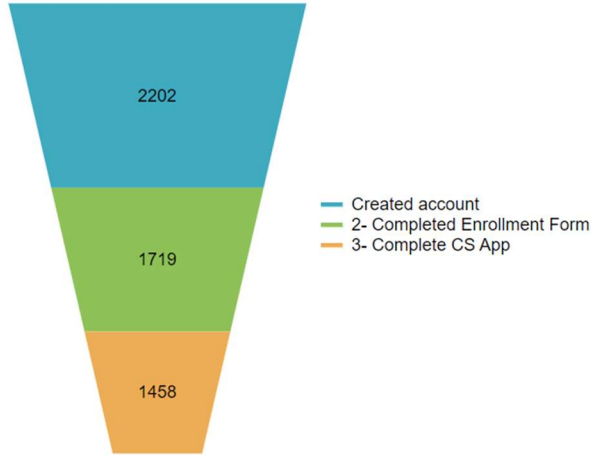















The system shall have the ability to configure workflows to enable multi-stage reviews and approval of forms, documents, with notifications and approvals sent to the appropriate staff members and customers as appropriate.

## 1. 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:

REQUIREMENT	HOW WE MEET THE REQUIREMENT
<b>1) Customer Portal</b>	
a) Provide the customer the ability 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.	myOneFlow provides the ability for customers to create an account and complete forms assigned to them, upload requested documents (which can be based on the answers to questions, and can include different document types). myOneFlow also provides the ability to require signature by the customer and optionally by staff members on certain "outputs" (documents produced from combining data collected in the registration process and during form completion). Customers can sign these outputs (similar to Adobe sign or Docusign).
b) Provide a request queue for the customer and case manager to schedule appointments, send reminders and requests for additional information including documentation.	All requests from customers will go the request queue for staff (like their "to-do list") where the action required is shown and when clicked on, takes staff straight to the item to be reviewed/signed/approved etc. The request queue will also show requests for appointments, and verification requests for documentation.
<b>2) Events and Training Portal</b>	
a) Provide staff the ability to upload training for customers, employers, and partners to view live or recorded information.	myOneFlow enables staff to embed videos in sequence and track the viewing of these videos (training) by customers, staff, partners and employers to ensure that they are able to go to the next step.  In addition, myOneFlow offers the ability to create events for training (or other purposes), open registration for customers, and track attendance at events offered in person training (offered at centers) or virtually.
b) The proposed solution shall be able to track attendance for the individuals reviewing of such recordings.	myOneFlow tracks the viewing ("attendance") of videos (Training) by users.

REQUIREMENT	HOW WE MEET THE REQUIREMENT
<b>3) Documents Management Portal</b>	
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.	myOneFlow offers the ability for authorized staff to create forms, form workflows and visibility. Security of forms that can be modified by staff is set based on the security roles assigned to the staff member.
b) Document management shall be searchable, auditable, and easy to retrieve.	Customers can upload documents into myOneFlow. Staff can search for documents uploaded by or on behalf of a customer based on the document type. Documents can be viewed by staff and verified or approved as appropriate.
<b>4) Communications Portal</b>	
a) Shall link to Outlook, text messaging, and email.	myOneFlow enables staff to integrate their myOneFlow calendar with their Office 365 Calendar. This prevents the creation of overlapping appointments between the two calendars.
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.	myOneFlow offers the ability to send out surveys (using forms), send reminders to customers of an upcoming appointment or event or when a form has not been completed, or other actions that were supposed to be completed have not been completed, or notifications regarding approval, denial or information required. These reminders can be sent via email or text (or both).
<b>5) Reporting – Ad-hoc Reporting and Analytics Portal</b>	
a) 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.	<p>myOneFlow offers the ability to create ad-hoc reports (Group Reports) that enables authorized users to use any of these report types.</p> <p><b>Group Reporting:</b> To enable staff to build reports to select who they want to report on, what they want to display and how to display it (graphical form/text). Data generated can be exported to excel or to working lists for action on the clients. This can be used, for example, to provide client demographics for all those who applied for program X, viewed in a pie chart.</p> <p><b>Pipeline Reporting:</b> Pipeline reports enable authorized staff to define the stages of the process that customers go through, and for each stage, define the conditions that indicate if the customer finished the stage or not. Those who meet the criteria for one stage are moved to the next stage, and staff can see counts of the numbers who are moving from one stage</p>

REQUIREMENT	HOW WE MEET THE REQUIREMENT																				
	<p>to the next and those who are not. An example of a pipeline report is shown below:</p> <p><b>Sample Pipeline</b></p>  <p>The funnel chart shows three stages: 'Created account' (2202), '2- Completed Enrollment Form' (1719), and '3- Complete CS App' (1458). A legend on the right identifies the colors: blue for 'Created account', green for '2- Completed Enrollment Form', and orange for '3- Complete CS App'.</p> <table><thead><tr><th>Stage Name</th><th>Count</th><th>%</th><th></th><th></th></tr></thead><tbody><tr><td>Created account</td><td>2202</td><td>100%</td><td> Details</td><td></td></tr><tr><td>2- Completed Enrollment Form</td><td>1719</td><td>78.07%</td><td> Details</td><td> Difference</td></tr><tr><td>3- Complete CS App</td><td>1458</td><td>66.21%</td><td> Details</td><td> Difference</td></tr></tbody></table>	Stage Name	Count	%			Created account	2202	100%	 Details		2- Completed Enrollment Form	1719	78.07%	 Details	 Difference	3- Complete CS App	1458	66.21%	 Details	 Difference
Stage Name	Count	%																			
Created account	2202	100%	 Details																		
2- Completed Enrollment Form	1719	78.07%	 Details	 Difference																	
3- Complete CS App	1458	66.21%	 Details	 Difference																	
<b>6) Mobile Application</b>																					
a) The proposed solution shall offer a mobile app available in the app stores at no additional cost.	myOneFlow has a mobile app available in the app stores for both iOS and Android. The connector will be included as a part of this solution 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.	The myOneFlow customer portal is mobile responsive and can be used to fill forms, make appointment, upload documents, register for events, etc. The Mobile app has an added advantage in that it also allows customers to take pictures of their requested documents/receipts, etc. using their smart phone.																				

REQUIREMENT	HOW WE MEET THE REQUIREMENT
<b>7) Activity Tracking &amp; Security</b>	
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.	myOneFlow's audit tracking tracks user logins and additional information to ensure that any suspicious activity can trigger account lockout or notifications to appropriate staff. Authorized user can review user usage information and additional information can be provided by Empyra if a more detailed investigation needs to be performed.
b) Have an automated time out feature when system idle and not in use.	myOneFlow offers a standard 15-minute timeout (this can be changed if desired) for all users to protect user data.
c) Provide notification of breaches or suspected breaches.	We will provide notification to our point of contact if any breaches or suspected are detected.
<b>d) Forms &amp; Surveys</b>	
a) Shall allow for the configuration of forms which are typically completed in person, to be completed virtually.	myOneFlow provides the ability for staff to create and manage forms, questions and security related to forms. Staff can also configure the outputs that will be generated by a user completing the form. The form can be assigned to users either by staff or automated through workflow based on a trigger (such as account created).  Customers can complete forms assigned to them and can do this from any location, using their laptop, tablet or phone.
b) Allow forms to be downloadable and/or printed in its original format with time/date stamp.	Outputs for forms can be printed /downloaded with the data completed by the customer. This can be printed by staff or customer and can include the time stamp of when the customer completed the form or signed the output.
<b>e) Work Experience Tracking and Time Reporting</b>	
a) Shall provide a place for documents to be completed and approved.	myOneFlow provides the ability to connect a customer with an employer through a work experience placement. This placement can then trigger the customer to be assigned forms related to the work experience and request for documents to be uploaded and submitted.
<b>f) Ongoing Configuration Support and Training</b>	
a) Must include a help desk, break-fix, workflow mapping, form integration, a user focus group for system enhancements and reporting.	myOneFlow offers an online support portal that users can raise tickets 24X7X365. Issues are responded to in accordance with the criticality of the issue. Critical issues will be reviewed and best efforts will be made to resolve the issue within business hours. Lower priority issues will be reviewed and addressed /responded to in order.

REQUIREMENT	HOW WE MEET THE REQUIREMENT
<b>g) User Authentication</b>	
a) All users , customers, staff and partners, must have a secured and encrypted way of logging in using industry best practices.	All users will only be able to access the system using a secure encrypted authenticated login. All users will be able to login using their password. Password rules can be set to control password strength, password reset frequency requirements, and more. Accounts are locked after n (default set to 5) sequenced incorrect logins. Empyra uses industry best practices and continues to make improvements based on the direction and offerings for security available in the industry.
<b>b) Overall Security</b>	
a) The proposed solution must handle best modern security practices in presenting, storing, downloading and transmitting any data in and out of the system.	<p>myOneFlow offers fine grained security so staff can be assigned as many security roles as needed to do their job. Roles can be created/managed by authorized staff to have the security functions needed. Roles control access to user types, security functions, document type access, report access and ability to assign security. Access to functionality is controlled by the security roles a user is assigned. Access to data is controlled by the organizations to which a user has access. This provides the required control for access to data and functionality. Certain data, such as passwords and SSNs are masked and not displayed to prevent visual interception.</p> <p>The system is accessed via a secure site with HTTPS, which assures:</p> <p><b>Authenticity.</b> The server presenting the certificate is in possession of the private key that matches the public key in the certificate.</p> <p><b>Integrity.</b> Documents signed by the certificate (e.g. web pages) have not been altered in transit by a man in the middle.</p> <p><b>Encryption.</b> Communications between the client and server are encrypted.</p> <p>Because of these properties, SSL/TLS and HTTPS allow users to securely transmit confidential information, and be sure that the website they are sending them to is authentic.</p> <p>The data centers for Empyra are all based on the Continental United States. Empyra's myOneFlow is hosted in a data center that is SSAE 16 – SOC Type 2 and FISMA High Physical and Environmental (PE) and PL2 certified. Documentation for both of these certifications can be provided to CRWP, if awarded. Empyra is also ISO 27001 certified and ISO 27701 for privacy and information security management certified. All the above certification documents will be provided upon request, if selected.</p>

## 2. 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).

1. 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).

2. 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.)

3. Approvals or Declines can be submitted with or without comments.

4. The Workflow Forms system will have an easy-to-use form development tool so the staff can generate new forms as needs arise.

5. The Workflow Forms system must be integrated with the Outlook/Exchange e-mail/text messaging system.


6. The Workflow Forms system must be able to update other parts of the system upon the approval process to eliminate rekeying of data.

7. The Workflow Forms system will provide several standard reports by User and Statuses of the Form submitted.

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

REQUIREMENT	HOW WE MEET THE REQUIREMENT
<b>The proposed solution will have configured workflows that will provide the required number of layers of approval, notifications, and completion dates.</b>	
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).	<p><b>Requirement:</b> When a form is submitted and can be directly sent to an approver, gathered until all documents are submitted, at which point the approver can take action by suggesting changes, approving, or declining the document.</p> <p><b>Optional:</b> If desired the document can go to additional approvers based on the workflow.</p>
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).	<p><b>Requirement:</b> Depending on how the workflow is built, multiple people can receive the notification such as: case worker, employer, administrator. If a copy receipt needs to be sent to an individual, then that can be built in to the workflow and it will automatically be triggered.</p>



<p>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).</p>	<p><b>Requirement:</b> Once an approval action is taken each party can be notified of the completion or the status and take the appropriate corresponding action. The notifications can be in form of texts, emails, or within the platform on their dashboard.</p>
<p>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.)</p>	<p><b>Requirement:</b> Yes, we can create or have in place a process that reflects this workflow or request.</p>
<p>5. Approvals or Declines can be submitted with or without comments.</p>	<p><b>Requirement:</b> When approving a submission there does not have to be a commented submitted with the approval. However, when declining the submission our system does require a reason so that the staff doesn't need to provide a separate response later.</p> <div data-bbox="609 953 1198 1247">  </div>
<p>6. The Workflow Forms system will have an easy-to-use form development tool so the staff can generate new forms as needs arise.</p>	<p><b>Requirement:</b> myOneFlow enables the staff to generate many configurable items on their own. Among those are forms that can be integrated in to new or existing workflows.</p>
<p>7. The Workflow Forms system must be integrated with the Outlook/Exchange e-mail/text messaging system.</p>	<p><b>Requirement:</b> myOneFlow is integrated with Microsoft Office365 and has the email/texting functionality to complete this form of communication.</p>
<p>8. The Workflow Forms system must be able to update other parts of the system upon the approval process to eliminate rekeying of data.</p>	<p><b>Requirement:</b> Yes, once the data is populated, the clients or staff will not need to populate that information again. At no point will we ask them redundant questions.</p>
<p>9. The Workflow Forms system will provide several standard reports</p>	<p><b>Requirement:</b> Each workflow form provides the ability to report by user the statuses of each form started or submitted. For example, your staff</p>



<p>by User and Statuses of the Form submitted.</p>	<p>can report on which forms have been started but yet to be complete or which forms have been completed.</p> <p>myOneFlow also incorporates automated nudges to help prompt the user to take action on the process that has not been completed.</p> <p>Additionally, each form can be incorporated into the users pipeline workflow to graphically see where they are in the process.</p> <div><p>Sample Pipeline</p><table><thead><tr><th>Stage Name</th><th>Count</th><th>%</th><th>Details</th><th>Difference</th></tr></thead><tbody><tr><td>Created account</td><td>2202</td><td>100%</td><td>Details</td><td></td></tr><tr><td>2- Completed Enrollment Form</td><td>1719</td><td>78.07%</td><td>Details</td><td>Difference</td></tr><tr><td>3- Complete CS App</td><td>1458</td><td>66.21%</td><td>Details</td><td>Difference</td></tr></tbody></table></div>	Stage Name	Count	%	Details	Difference	Created account	2202	100%	Details		2- Completed Enrollment Form	1719	78.07%	Details	Difference	3- Complete CS App	1458	66.21%	Details	Difference
Stage Name	Count	%	Details	Difference																	
Created account	2202	100%	Details																		
2- Completed Enrollment Form	1719	78.07%	Details	Difference																	
3- Complete CS App	1458	66.21%	Details	Difference																	
<p>10. The Workflow Forms system will provide a standard History Report of Forms that have been Approved or Declined.</p>	<p><b>Requirement:</b></p> <p>myOneFlow provides history reports of forms that have either been approved or declined. These reports include the user and staff who have approved/declined the form.</p> <p>In addition reports can be triggered to sent to specific email addresses as weekly reports.</p>																				

## 1. 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.

**Empyra Response:** Empyra will provide a license that allows up to 20 organizations, up to 100 employers with up to 5 employer contacts for each employer, 80 staff members to access the system and up to 400 new jobseekers per year in addition to existing data. Additionally, the pricing and features will reflect the number of users stated. The system can encapsulate all of these users and the actions they need to perform to have a successful experience in the system.

## 2. 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.

**Empyra Response:** At Empyra we consider our customers success our success. We seek to ensure that all of our users can gain the most out of using the system and have a great customer experience. There are a number of ways in which we focus on customer success:

- **On-line Support:** Customers can raise tickets via JIRA service desk and we focus on ensuring that our team responds promptly to the tickets, and works to recreate the issue, and resolve it.
- **Phone Support:** Customers can call our support line and we will work with you to answer questions/ resolve your issue.
- **Customer meetings:** We meet with customers on a regular basis to make sure we understand any issues users are facing, any process changes needed, and any other feedback from customers that we use to improve the product and our processes.
- **Customer Satisfaction Surveys:** We can create and deploy customer satisfaction surveys at random (or as preferred) for customers (employer contacts and jobseekers) to answer on a quarterly basis which focuses on aspects such as ease of use, suitability to purpose, and suggestions for making it better/easier. These scores will be collected and reviewed for action with CWRP staff.
- **Shared, collaborative working tools:** We use tools like Figma's Figjam, Atlassian Confluence, JIRA ServiceDesk, etc. to increase communication and collaboration with customers
- **Product Roadmap:** We continue to listen to users through our customer meetings, and our annual user conference. These all help to shape our roadmap. We continue to improve our product every month and put out updated releases. We share our new features at the design stage, to get feedback and refine as needed.

## 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.

#### **Empyra Response:**

Empyra is excited to engage with the Capital Region Workforce through this RFP No. 22-2330-4EMF\_HENRICO – Customer Case Management and Data Collection System for Workforce Services for Virginia's Capital Region Workforce Partnership (CRWP).

Our founding mission is to improve equitable service delivery to all in the community by providing actionable connections to relevant resources. Empyra is celebrating 20 years of providing services to its customers in this mission. We are a minority-owned, woman-owned company. We have two main divisions in the company – a product group focusing on building and implementing case management, process flow platforms for customers, and the other focused on consulting. Within these divisions, we employ 85 approximately individuals with 3 physical offices and an ever-increasing number of employees that work remote.

We look forward to a discussion on how our forward facing, interoperable, cost-efficient customer case management solution and data collection solution will enhance the CRWP's efforts in providing a secure and simple virtual cloud-based solution with access to workforce development services. Additionally, we will show how our system streamlines and simplifies case management and automation, provides a network for community partners to engage with, and allows for easy transparent reporting to ease the experience for staff, partners and participants.

#### [Streamlining Efficiency Through Data Collection Case Management](#)

myOneFlow's client portal provides tailored structure for program participants. Clients benefit from a system that takes them down a step-by-step journey to the completion of their own unique roadmap, and routes them toward different program pathways dependent on values in their intakes and registration forms. Here, clients may register for programs, complete orientations, take assessments, upload documents, sign outputs (replicated in the system to CRWP standards), make appointments, register for events, and so much more! Action dependent notifications keep them on track, and their future steps are always made crystal clear. Milestones flex intuitively to reflect the client's program, whether it be via workforce, apprenticeship, veterans related services, or otherwise.

Welcome to Your OneFlow Portal

Everything you need to get started with your OneFlow account can be found below. Get started now by reviewing and registering for your recommendations.

Select Language Select the language to translate this page to:  
Powered by Google Translate

**My Plan** Show incomplete only Print

**Forms** Show All

- ✓ COMPLETE YOUR INITIAL INTAKE ASSESSMENT (COMPLETED 02/17/2022) View
- Please click here to complete your Initial Assessment. Tell us a little bit more about yourself so we can recommend additional services and events for you.
- ✓ DETAILED /COMMON ELIGIBILITY APPLICATION (COMPLETED 12/23/2021) Stop
- By completing this detailed assessment, you will help us to determine what programs and services you might be eligible for during your job search.
- ✓ RESUME BUILDER WORKSHOP (COMPLETED 09/16/2019) View

**Requested Documents**

- PROOF OF BIRTH DATE/AGE (UNDER REVIEW 02/16/2022)
- ✓ RESUME (UPLOADED 09/16/2019)

**Services**

- MAKE AN APPOINTMENT TO DISCUSS YOUR TRAINING NEEDS (RECOMMENDED 2/17/2022) Schedule
- Make an appointment to discuss your training needs
- MAKE AN APPOINTMENT TO REVIEW YOUR JOB GOALS, OPTIONS AND HOW WE CAN HELP (RECOMMENDED 2/17/2022) Schedule
- Make an appointment with a staff member to discuss your job search strategy.

**Announcements** 12/30/2021

Visit Ohio Job Centers!  
Ohio Job Centers are open to walk-in job seekers! Customers can still call 1-888-728-JOBS (5427) to schedule an appointment or to receive services by phone.

**My Appointments** There are no appointments scheduled.

**Register for Events**  
Find and register for events you're interested in.

**Add Qualifications**  
Show your qualifications and skills to potential employers.

**Manage documents**  
Upload and organize your required documents.

**Manage Profile**  
Update details on your profile and change preferences.

**Build Resume**  
Showcase your skills with Resume Builder 2.0.

As a case management system, we provide the complete snapshot of your casefile with clickable elements to know almost anything that is needed. In the image below you can see the demographic info, what program the client is in, where she is in her progress towards her goals of completion, what actions that various parties have completed. (This is work in progress in our upcoming release). With a quick view, the ability for staff to efficiently work with students is unsurpassed.

ONEFLOW

Search... Participants

Brian Hoyer

**Sarah Connor**  
 s.connor1989@email.com  
 (555) 676-4943  
 #9846001

4203 Lakeside Dr.  
 Lewisville, TX 75067  
 Student  
 English

10/6/88  
 Michael Sampson  
 Not a Veteran  
 No Disability

**Insights** Education/Career Path Profile Documents/Forms Services Case Notes Print

**Insights**

**Pipelines** View All

**Onboarding Pipeline** View Details

Complete Intake → Upload Documents → Signed Outputs → Submitted Packet → Scheduled Testing → Completed Testing

**Second Pipeline** View Details

Stage 1 → Stage 2 → Stage 3 → Stage 4 → Stage 5

**Recent Activities** View All

Activity	Timestamp
Updated profile picture	5/24/22 10:49am
Uploaded Documents - Proof of Address	5/23/22 2:34pm
Updated profile details	5/19/22 1:28pm
Complete Intake	5/19/22 9:34am
Created Account	5/18/22 6:42pm

**Alerts and Notifications** View All

Activity	Timestamp
TABE Assessment Completion	5/22/22 11:49am
Virtual Workshop Attendance	5/21/22 4:34pm
Missing Class Attendance	5/19/22 3:28pm
No Show to Appointment	5/18/22 11:34am
Financial Assistance Needed	5/18/22 5:42pm

**Staff Todo List** View All

Task	Action
Review Resume	<a href="#">View Documents</a>
Assign to Class	<a href="#">View Classes</a>
Review WIOA Application	<a href="#">View Forms</a>
Refer to Financial Services	<a href="#">View Recommendations</a>
Approve Verification Documents	<a href="#">View Documents</a>

**Client Todo List** View All

Task	Contact
Upload Proof of Residency	<a href="#">Send Reminder</a>
Upload Proof of ID	<a href="#">Send Reminder</a>
Initial Intake Form	<a href="#">Send Reminder</a>
Meet with Career Coach	<a href="#">Send Reminder</a>
Register with Job Services	<a href="#">Send Reminder</a>

Privacy Policy | User Agreement | Report a Problem

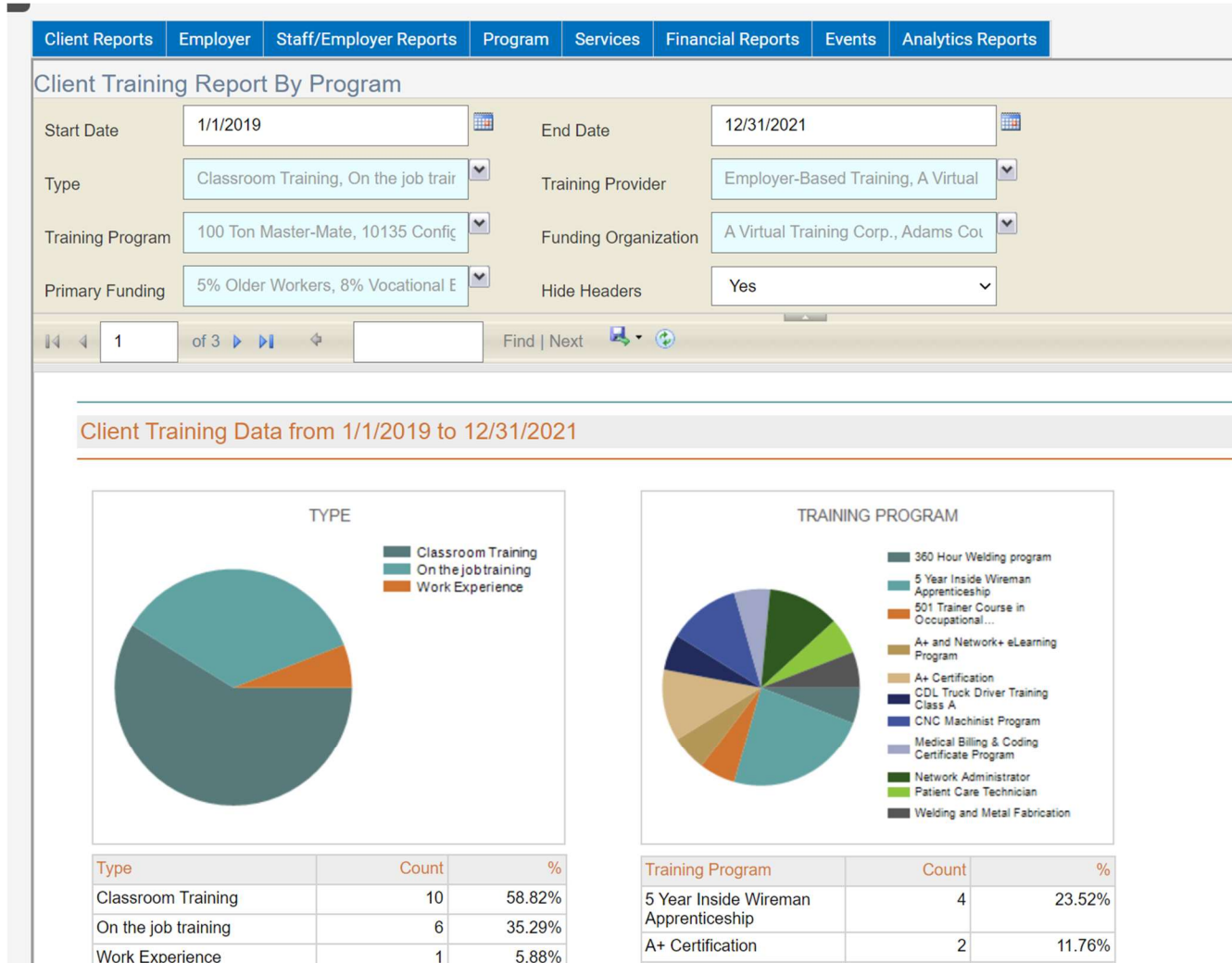
© 2020 - 2020 Empyra, Inc.  
 P develop - release-864 on 2/11/2020  
 d6dc533a

### Virtual Collaboration Through Networking:

Furthermore, myOneFlow creates the kind of organizational network that is crucial to client service. Our system is fundamentally rooted in the network concept, with community agencies and partner organizations working in concert for clients. myOneFlow's staff portal allows for staff across organizations to document services and follow each client's individual journey. Staff may monitor roadmaps, send communications, update service plans, upload documents, document services and case notes, make referrals, close the loop on referrals, and a great deal more. Security configurations govern access to client data, and the integrity of PII is maintained. Staff have their own dashboards which prompt them to complete important tasks, and their own system of notifications helps them access myOneFlow when needed.

### Transparent Reporting

CRWP can harness the power of myOneFlow's reporting muscle to manage data and reporting needs. Preset reports can update stakeholders on a variety of elements, whether it be outcomes, demographics, services rendered, funds spent, or various employment statistics. Administrators will have easy access to WIPS/PIRL elements, and staff will have reporting permissions that reflect their proper use of the system.



Reports may also take the form of configurable grant scorecards. With this functionality, scorecards can be configured for each program/grant to focus on the performance measures that matter most. myOneFlow ensures that managers can swiftly gain an understanding of how their programs are performing in terms of the measures defined – examples include placements, funding, skill gains, retention, etc. Not only are performance measures indicated, but financial allocations to grant outcomes also populate to scorecards.

Powerful scorecards provide real time performance metrics and allow the user to drill down to see who is in the numerator or denominator or in the measure that is displayed. This feature applies to both high-level state efforts as well as local programs.

Scorecard for

- WIOA Youth (with linked programs) - Program Year 2018

Color by period ▾

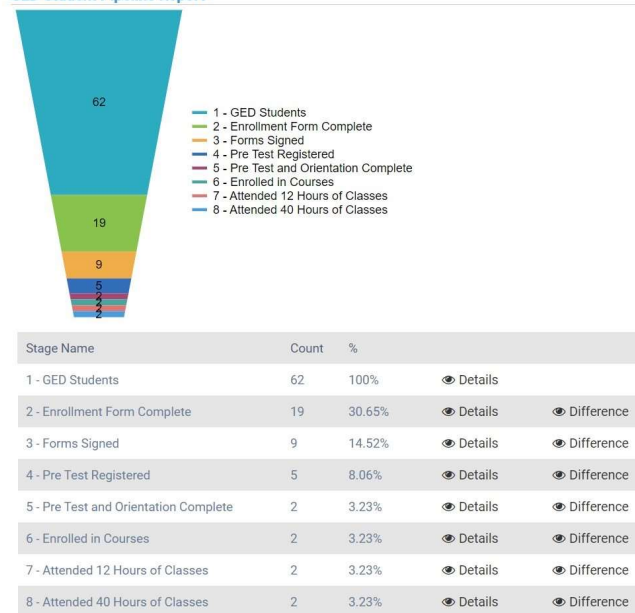
[Back to Scorecard Selection](#)

Benchmarks	Goal	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Enrollments	127	21 21	14 35	9 44	15 59	8 65	8 73	16 89	6 95	18 113	9 122	11 133	12 145
Successful closures count (including education)	115	6 6	13 19	3 22	12 34	7 41	8 49	11 60	8 68	9 77	3 80	10 90	20 110
Work Experience Placements	33	1 1	3 4	1 5	3 8	5 13	2 15	4 19	10 29	9 37	19 56	4 60	0 60
Global Measures	Goal	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Successful exit (plan completion)	85.00 %	42 / 45 = 93.33 % 42 / 45 = 93.33 %	42 / 45 = 93.33 % 42 / 45 = 93.33 %	42 / 45 = 93.33 % 42 / 45 = 93.33 %	21 / 21 = 100.00 % 63 / 66 = 95.45 %	21 / 21 = 100.00 % 63 / 66 = 95.45 %	21 / 21 = 100.00 % 63 / 66 = 95.45 %	21 / 22 = 95.45 % 84 / 88 = 95.45 %	21 / 22 = 95.45 % 84 / 88 = 95.45 %	21 / 22 = 95.45 % 84 / 88 = 95.45 %	25 / 26 = 96.15 % 109 / 114 = 95.61 %	25 / 26 = 96.15 % 109 / 114 = 95.61 %	25 / 26 = 96.15 % 109 / 114 = 95.61 %
WIOA Measures	Goal	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Placed in employment/education/military (2nd quarter after exit)	75.50 %	40 / 46 = 86.96 % 40 / 46 = 86.96 %				30 / 45 = 66.67 % 70 / 91 = 76.92 %			15 / 21 = 71.43 % 85 / 112 = 75.89 %			19 / 22 = 86.36 % 104 / 134 = 77.61 %	
Median earnings in unsubsidized employment (2nd quarter after exit)	\$0.00	\$2,924.61 \$2,924.61				\$3,203.75 \$3,087.11			\$4,244.51 \$3,275.66			\$2,611.20 \$3,087.50	
Placed in employment/education/military (4th quarter after exit)	69.00 %	20 / 26 = 76.92 % 20 / 26 = 76.92 %				25 / 28 = 89.29 % 45 / 54 = 83.33 %			33 / 46 = 71.74 % 78 / 100 = 78.00 %			29 / 45 = 64.44 % 107 / 145 = 73.79 %	
Attain degree or certificate (Within 1 year after exit)	75.50 %	26 / 26 = 100.00 % 26 / 26 = 100.00 %				28 / 28 = 100.00 % 54 / 54 = 100.00 %			44 / 46 = 95.65 % 98 / 100 = 98.00 %			41 / 45 = 91.11 % 139 / 145 = 95.86 %	
Measurable skills gains (During participation and prior to exit)	0.00 %	1 / 2 = 50.00 % 4 / 4 = 100.00 %		4 / 5 = 80.00 %	7 / 8 = 87.50 %	10 / 13 = 76.92 %	12 / 15 = 80.00 %	15 / 19 = 78.95 %	25 / 29 = 86.21 %	32 / 37 = 86.49 %	51 / 56 = 91.07 %	56 / 60 = 93.33 %	57 / 60 = 95.00 %
Local Measures	Goal	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Measurable skills gains (During participation and prior to exit)	80.00 %	1 / 2 = 50.00 % 4 / 4 = 100.00 %		4 / 5 = 80.00 %	7 / 8 = 87.50 %	10 / 13 = 76.92 %	12 / 15 = 80.00 %	15 / 19 = 78.95 %	25 / 29 = 86.21 %	32 / 37 = 86.49 %	51 / 56 = 91.07 %	56 / 60 = 93.33 %	57 / 60 = 95.00 %

Beyond predefined reports, staff may create and share ad hoc reports on any data element the system collects or look at pipeline funnels to gain key insights into their client's progress. Pipeline reporting is crucial to the myOneFlow experience, as it gives tremendous insight into how clients are moving between milestones. Not only will pipelines show you where your transitions are effective, they will also give you data driven clues into where your clients are most likely to fall through the cracks. This translates into actionable information for your team and a phenomenal opportunity to strengthen your programs.



GED Student Pipeline Report



We are confident the synergy between state and local data elements will provide CRWP administrators with the richest possible picture of services provided in the Capital Region.

myOneFlow offers CRWP a unique opportunity to adopt a system that simultaneously considers the needs of the region as well as various localities, provides clients with clear and focused guidance based on their own programming needs and eligibility, unites staff efforts cross organizationally to maximize service outcomes, sponsors unparalleled transparency into data, and properly manages multiple financial aspects. We would be honored to work with CRWP and appreciate your time in evaluating our offering.

Sincerely,

Shanthi Subramanyam

President and CEO, Empyra.com Inc.

## B. PROGRAM PARTNERSHIPS

Identify Program Partnerships used to produce:

- i. Business Partnership
- ii. Workforce and community partnerships
- iii. Other partners

### Empyra Response:

Empyra's myOneFlow solution has a catch phrase of "Are You in the Network?" which drives the ability to have one solution for multiple organizations to log into to stay connected and complete tasks. In this manner, the system has been designed and built from the ground up to meet the needs of the community from one organization all the way to multiple agencies, partner organizations, and the local businesses. myOneFlow supports connected community agencies and their business partnerships with the members involved in the system and decreases the processing time of program seekers and staff.

myOneFlow has one portal designed for each type of stakeholder (specific restricted role-based access as needed)– applicant, workforce agencies, employers and other communities to engage with the system based on role. The solution is configured in a short time to meet your needs – in terms of workflows, communication templates, events, services, etc.

With one log in site, connected organizations can take action they need within the system to such as indicate time tracking of a trainee, close a referral loop, make a referral to another agency, add notes and more.

We fully support using the CRWP myOneFlow system as the hub allowing other organizations to easily partner and engage with customers.





## C. OWNERSHIP

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.

### Empyra Response:

Name	Title	Relationship
██████████	President & CEO	No Relationship CRWP members
██████████	Vice-President & CTO	No Relationship CRWP members
██████████	Chief Architect	No Relationship CRWP members

## D. SUBCONTRACTORS

If not subcontracting, Offerors should provide a statement to that effect.

**Empyra Response:** Empyra will be performing the work without using subcontractors.

## E. EXPERIENCE

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,

- a. Has ever been identified as a “High Risk” contractor or auditee? If so, describe the circumstances
- b. 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?
- c. 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.
- d. 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
- e. Have had any questioned cost, how much, when, what program and how it was resolved.

**Empyra Response:** No to all the above.

## F. REFERENCES

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.

### Empyra Response:

Project One	
<b>Client Name:</b>	[REDACTED]
<b>Client Contact Person:</b>	[REDACTED]
<b>Telephone:</b>	[REDACTED]
<b>E-Mail:</b>	[REDACTED]
<b>Nature of Relationship:</b>	Purchaser and champion for other divisions to utilize myOneFlow
Brief Description of Project	
<p>[REDACTED] Adult Education, which encompasses 29 locations providing programs such as HSE, IET programs, ESL, Bridge Digital Academies and more, utilize myOneFlow as their student case management system. They use the system to provide an easy entry point of intake, tracking for all engagement, course offerings, and reporting and tracking for outcomes. Their programs are funded from various local programs and federal grants amounting to close to 5 million dollars.</p> <p>Their programs transitioned from a paper process to a fully automated process to make their process move from Transactional to Transformational very quickly. Through myOneFlow the transformation enabled them to go from a stable operation to future ready offering additional programs such as apprenticeships. Through an API configuration data is pulled into the system from the PeopleSoft and Banner programs at the college to populate student files automatically.</p> <p>Through myOneFlow, [REDACTED] assigns and manages their students based on individual preferences. For instance, as the individual answers specific questions on the intake form, such as a Spanish speaker, the workflow will by default place them with a Spanish speaking counselor. The configurable workflow that myOneFlow offers streamlines and automates the intake process, the services they are provided, and the communications that take place.</p> <p>Currently because myOneFlow tracks engagement action items such as texts and emails are automatically sent, [REDACTED] is seeing an increase in their retention. Through the notifications (emails and texts) [REDACTED] would be able to reach out to the individuals that have fallen through the gaps provide them the continued help and encouragement to reach their goals.</p> <p>Additionally, they are able to track and make visible to the student and case manager what activity the individuals have completed within their unique workflow such as assessment testing, form completion, class enrollment and course hours completed. From these milestones the system can track where each</p>	

person is in the process as well as what student has completed course hours and needs to take additional testing to assess MSG's.

MyOneFlow is used as an end-to-end solution addressing all needs of the [REDACTED] Adult Education programs. They continue to add programs expanding their use of myOneFlow across additional departments in the college system.

**PROJECT TWO –** [REDACTED]

Project Two	
<b>Client Name:</b>	[REDACTED]
<b>Client Contact Person:</b>	[REDACTED] [REDACTED] [REDACTED]
<b>Telephone:</b>	[REDACTED]
<b>E-Mail:</b>	[REDACTED]
<b>Nature of Relationship:</b>	Director and Planner for this program at [REDACTED]
Brief Description of Project	
<p>[REDACTED], Texas is a multi-location organization consisting of 5 independently accredited colleges with 7 education and training centers locations. Through myOneFlow, they manage \$5-7 million in grants including Skills Developments, Adult Education &amp; Literacy, Apprenticeships and more.</p> <p>Most recently, because they partnered with 7 local agencies to provide a grant funded initiative, Workforce Development Recovery, they chose to expand their use of myOneFlow. This enabled them to provide a virtual, streamlined, scalable and efficient system to manage the efforts of the program. Through myOneFlow, they provide an intake/eligibility process, Academic Assessments, Case Management, Training of Enrollments, Funds Tracking, Attendance/Stipends, Outcomes, Reporting and Align with compliance requirements. The procedures are web-based and secure, enable integrated hard referrals, with multiple partners to log in with their role-based access.</p> <p>MyOneFlow has provided a way to understand the business of each center, staff engagement and performance, and participant success. The administrators have insight into what activity is happening at each of the training locations, see the community partner activities with their students, and provide reporting that allows them to be transparent in all aspects of their services.</p>	

## APPENDIX C (continued)

**PROJECT THREE – [REDACTED], TX**

Project Three	
Client Name:	[REDACTED]
Client Contact Person:	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
Telephone:	[REDACTED]
E-Mail:	[REDACTED]
<b>Nature of Relationship:</b>	Team lead for myOneFlow initiative
Brief Description of Project	
<p>Texas is broken up into 20 ESC's (Education Service Centers) to provide their residents access to educational opportunities. [REDACTED] Adult Education and Literacy centers comprised of 7 centers and over 7000 students utilizing myOneFlow. Their set up is similar to how large organizations such as a state can benefit from the system.</p> <p>[REDACTED] is utilizing my myOneFlow to capture intake data, document submission, course information, assessments, student success tracking - milestones, course hour completion, and ultimately the success of every student.</p> <p>There are a group of main administrators that have access to the entire system for complete oversight and reporting. For all the Adult Education and Literacy centers, a common set of programmatic workflows are used which provides all the data points needed for reporting (State, Federal, grants). As an additional layer to the initial data collected, myOneFlow allows individual agencies the autonomy to develop unique workflows (docs needed, communications, activity triggers) that address their individual needs and requirements for their community.</p>	

## G. RESUMES

Provide resumes of staff assigned to this project.

Role	Resource name
Empyra Project Sponsor & Account Manager	Shanthi Subramanyam
Business Analyst	Carlos Mora
Project Manager	Kevin Umana
Lead Architect	Edward Stocking
Quality Assurance Team Lead	Mark Beil
Implementation Team – Multiple team members comprise the team who have been trained on the product.	

Empyra will be prepared to begin implementation within a week of contract signature. Core staff for the project include Shanthi Subramanyam, Carlos Mora, Vishy Subramanyam (only for infrastructure as needed), Mark Beil, and Kevin Umana. Ed Stocking (Chief Architect) will be consulted as needed and developers will be scheduled to address the integration/interface requirements. Their resumes and qualifications are enclosed below.

Shanthi Subramanyam	
Project Role	
Professional Summary	
Experience And Qualifications	
Work History	
Education And Training	





Kevin Umana	
Project Role	
Current Job Description	Kevin is a Business Administration professional with +10 years of experience as business advisor, project manager and process improvement lead. He brought his experience to benefit our customers adding his perspective about customer journey focus (our customer's clients). In his own words: "We want to impact our students population by been an integral part of their experience achieving success on they career and learning process"
Experience And Qualifications	
Prior Work History	Kevin worked as CEO and founder of Dragon System from 2009 to 2015. also worked for Amazon.com as Business advisor for worldwide companies to enhance their presence on Amazon Marketplaces from 2016 to 2021. In parallel, Kevin worked as Marketing Director for the International e-commerce Cooperative in Europe, from 2018 to 2021
Education	Business Administration – Universidad de Costa Rica, 2013



Mark Beil	
Project Role	
Current Job Description	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div>
Experience And Qualifications	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>
Prior Work History	<div></div> <div></div> <div></div> <div></div>
Education And Training	<div></div> <div></div>

## TAB 4 – SERVICE APPROACH AND IMPLEMENTATION

In the tab offerors shall provide information on the following:

### A. STAFFING SUPPORT TEAM/PLAN

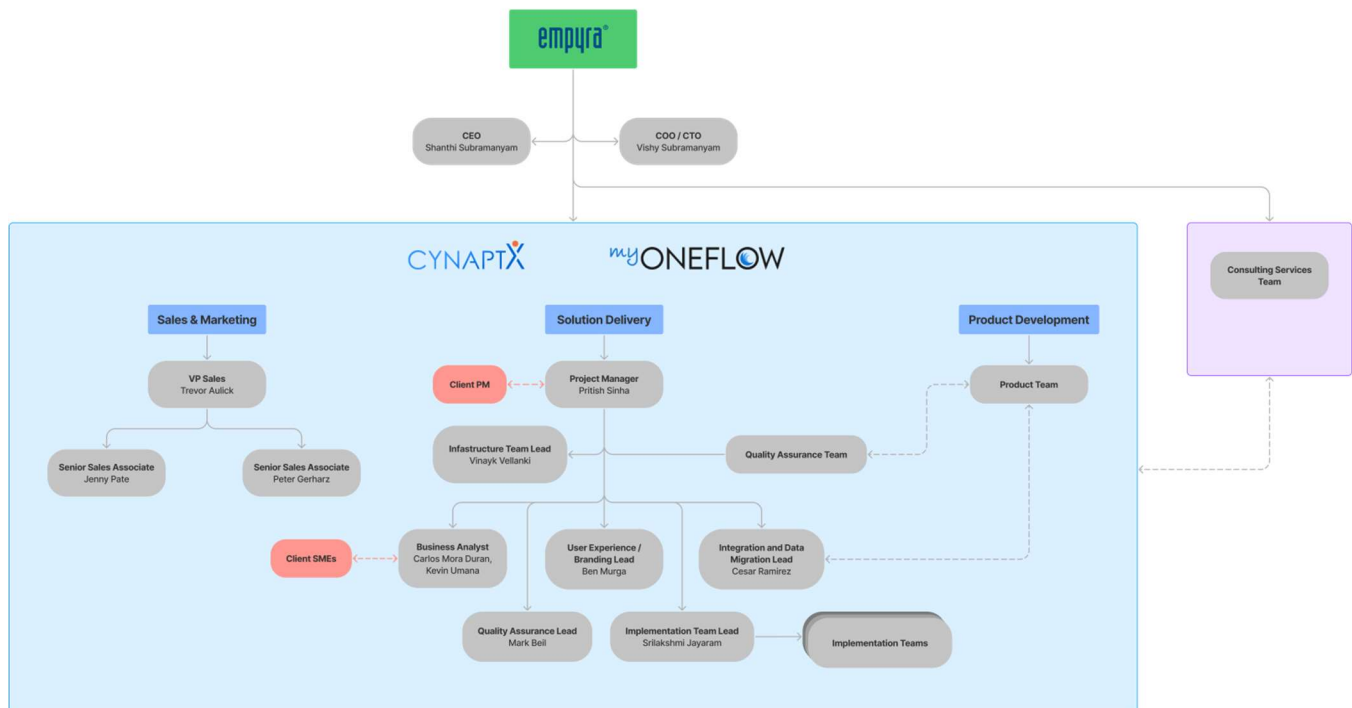
- Describe your staffing support team/plan. Include positions and staff areas of responsibility as related to the required Scope of Services. Include a copy of your current organization chart showing all major functions and components and the names of persons occupying named positions.

**Empyra Response:** Empyra deploys a consultative account management approach that spans the sales, implementation, and post implementation support phases of the relationship. Throughout the sales process, Empyra takes care to ensure that our partner organizations are contracting for the appropriate products and solutions for their business needs.

This consultative philosophy persists throughout the implementation phase, as Empyra gathers requirements, designs and configures the system, develops enhancements, tests, trains staff, and brings the service to life. Our project management philosophy brings us back to review requirements as the project matures so that considerate iterations may develop as our partner organizations gain familiarity with myOneFlow.

At the completion of the development and delivery stage, Empyra team will continue to work with the program team to ensure the solution is working well for users. We will review user satisfaction metrics with CRWP team. This includes user group sessions and communications, technical support, and stakeholder education and engagement. Our focus here is to ensure that what is delivered is on track to achieving your business objectives.

### Organization Chart



## B. SUBCONTRACTOR

If subcontracting, Offerors must provide detailed information on the services they will provide. Resumes of staff shall also be provided.

**Empyra Response:** No Subcontractors will be utilized.

## C. STATEMENT FROM EACH POTENTIAL SUBCONTRACTOR

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.

**Empyra Response:** No Subcontractors will be utilized.

## D. ORGANIZATION

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

**Empyra Response:** Neither Empyra staff nor owners have any relationship that would constitute a conflict of interest with members of the CRWP. See Response in Tab 3 C for complete response.

## E. ONGOING STAFF DEVELOPMENT

Describe your organization's plan to provide ongoing staff development throughout the life of the contract award.

**Empyra Response:**

Empyra is preparing a library of training resources for myOneFlow which will be available to staff to review when needed. In addition, we will work with your team to put together collections of these for each job role, so that when you have a new staff member, you will be able to assign/him or her the task of reviewing all the training recordings that they need for their job role. ***These recordings will be updated every quarter as needed.***

We can also provide up to 10 two-hour training sessions as soon as the processes that are defined through requirements are fully implemented. A sample list of training is provided in Appendix 1

***Every year, we will also include up to 10 two-hour trainings that can be requested as needed.***

## F. IMPLEMENTATION PLAN

Provide an Implementation Plan – provide a timeline inclusive of the action steps to be taken to fully implement the Scope of Services.

**Empyra Response:**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]



## G. DATA SYSTEM'S DOWNTIME & SYSTEM UPDATES

Describe the data system's down time for scheduled service, system updates etc. and the level of notification.

### Empyra Response:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## H. DATA SYSTEM'S RELIABILITY

Describe the data system's reliability, and what's the fix breaks process and time.

[REDACTED]

[REDACTED]

[REDACTED]

## TAB 5 – DATA REPORTING, SECURITY AND TECHNICAL

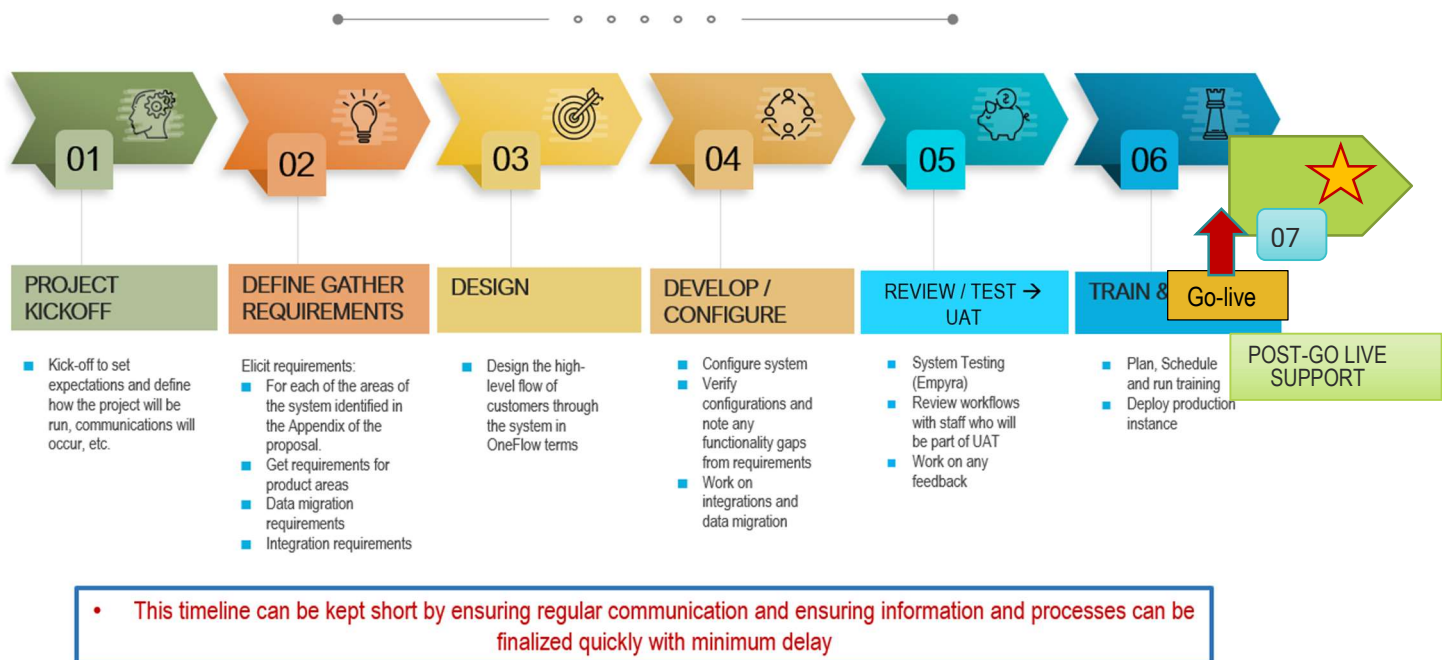
### A. FLOWCHART OF SYSTEM SETUP

Provide a flowchart that best depicts how services will be provided over the course of the data system setup and ongoing.

#### Empyra Response:

We will use our implementation process to gather requirements. A part of this process is to understand and define the current and desired business processes and workflows. We often find that as we continue to gather these requirements and flows, we discover optimizations to the process that can be more effectively performed, once users understand the capabilities of our platform. Our process is summarized below:

### OneFlow Implementation Process



Please see TAB 4- F (Implementation Plan) to see explanation of phases.

#### DEFINE (REQUIREMENTS)

We will understand and document/clarify requirements for the program requirements, user flows, programs, data conversion, interfaces, and operations. Jointly with your project manager, we will create an initial project plan, milestones, and the critical path to achieving your objectives.

We will also prepare multiple process flow diagrams starting with the high-level flow. The boxes in the high-level flow will be expanded out as needed in additional diagrams. Any detailed requirements will be linked to confluence pages where the detailed requirement can be documented. As we work through the process flow documentation, any change requests that are not part of the original requirements will be classified for further discussion of whether and when they will be implemented. (see change tab 4- section H).

We will document requirements through a combination of using user flow diagrams and Confluence, a collaborative documentation tool. Confluence will contain the details that cannot be placed on the diagram in the detail required (for example, if the requirement is that the job seeker completes a form X, the linked Confluence page will contain

the form as well as details about who completes the form, does it need signature, etc.). As the final step in requirements elicitation, we will go through the user flows and details and ensure that they are fully representative of the desired process, and will use this final review to clarify any vagueness. Where applicable, the requirements will also reference the flow diagrams. We will also have sessions to understand:

- current systems and ensure that we document all the details of current systems and systems we need to interface with – this will include purpose, scope of connection to that system, system owners, security implications, etc.
- current and desired workflows
- information required to configure myOneFlow (organizations, staff, security requirements, roles, workflows, services, documents, events, sites, forms, screens, dropdowns, etc.)
- partner flows and permissions

As we have a base implementation, we will use this opportunity to understand the requirements and what changes are required to existing flows, permissions and more.

The project plan will be reviewed and updated if needed based on the requirements.

### **DESIGN (CONFIGURATION OF SOLUTION)**

There are two main aspects that will be covered by this phase

Solution mapping – mapping the requirements to features in myOneFlow, so we know exactly how the solution will be implemented (eg will this be a service or an event? How best will workflows be setup? Impact of changes to the workflows, etc). A high-level outline may also be configured at this stage for items that are solidified to optimize use of time.

Branding and design – Our UI/UX team will work with you to understand your branding requirements, work on designs / look and feel, get feedback and implement a final branding and website theme for CRWP. As the branding and design has been established, we will be seeking any change requirements for this phase.

### **DEVELOP, DATA MIGRATION & VERIFY**

At the completion of the OFSD Design stage, the Empyra team will have identified any enhancements needed for your solution, and data migration and integration requirements are clear.

This phase will focus on Empyra team working on the development of enhancements and working on the data migrations and integrations required.

Each of these main activities will go through its own Review and UAT cycle.

### **DEPLOY/ PREPARE FOR GO-LIVE**

The outcome of this stage occurs when user acceptance testing is passed and the completed site is launched in production. This phase involves preparation for go-live, training and help updates, end user training, technical support, and onboarding management to ensure that all stakeholders are able to successfully use the system to its full advantage.

### **POST GO LIVE SUPPORT & SOLUTION OPTIMIZATION**

At the completion of the development and delivery stage, Empyra team will continue to work with the program team to ensure the solution is working well for users. We will review user satisfaction metrics with CRWP team. This includes user group sessions and communications, technical support, and stakeholder education and engagement. Our focus here is to ensure that what is delivered is on track to achieving your business objectives.

## B. USERS

Describe the number of job seekers, staff, partners and employers that will be available to use the system annually.

**Empyra Response:** Empyra will provide access based on the RFP requirements of 300 job seekers, 100 employers, 80 staff and 20 partners.

## C. HELP DESK

Describe your organization's help desk and implementation strategy for its data system and program.

**Empyra Response:** The Empyra team will train CRWP and partner staff and myOneFlow administrator to raise support tickets as needed.

Empyra will provide technical support using JIRA Service Desk on a 24x7 basis. This provides an online portal where issues can be raised anytime.

Staff determined to need access will be provided access to Empyra's online ticketing system, JIRA Service Desk. Staff may enter issues needing attention and enhancements directly, view the status or all issues/enhancements entered by program staff and Empyra staff, and produce performance reports for issues/enhancements by resolution stage and time to resolution. Empyra will also provide the main point of contact (project manager) staff with emergency cell phone numbers of the PM, Support manager on call at Empyra for critical issues.

Staff determined to need access will be provided access to Empyra's online ticketing system, JIRA Service Desk. This will be used to manage the issues / help desk requests raised by the district staff with Empyra. In addition, users can call Empyra's Help Desk, which is manned between 8 AM – 6 PM CST/ 6AM -4PM PST all weekdays except national holidays. Empyra has offices in Ohio and also in Dallas, Texas. Empyra's help desk also monitors JIRA for issues that are being raised and any and all issues, phone calls, emails etc. are tracked in JIRA. These tickets are automatically assigned to a queue and based on the severity of the tickets, they are triaged and resolved.

We prefer that all issues are logged through the ticketing system to enable our team to process them efficiently. All calls received are logged and can be reported on. If first level support is not able to assist, they will escalate to the second level (the Project Manager), who will investigate and assign the issue to the appropriate technical resource and manage it through resolution, ensuring that customers are kept informed. Our support system will send email notifications when issues are resolved.

If a critical issue is reported, we will resolve the issue and will install an update as soon as practically possible with minimum disruption. When there are a set of issues of high priority resolved, we will work with the CRWP PM to decide on the appropriate point for an upgrade.

The Empyra Project Manager will work with the staff to coordinate off-hours support that may be needed for specific upgrades and patch management related to the application. Planned maintenance windows will always be outside of business hours and will always be coordinated with the district project management team well in advance.

## D. WORKFLOWS

Describe the workflows and how it can be configured to meet the needs of this RFP.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## E. SYSTEM REPORTING

Describe your system reporting capabilities.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

### Operational Reports

[REDACTED]

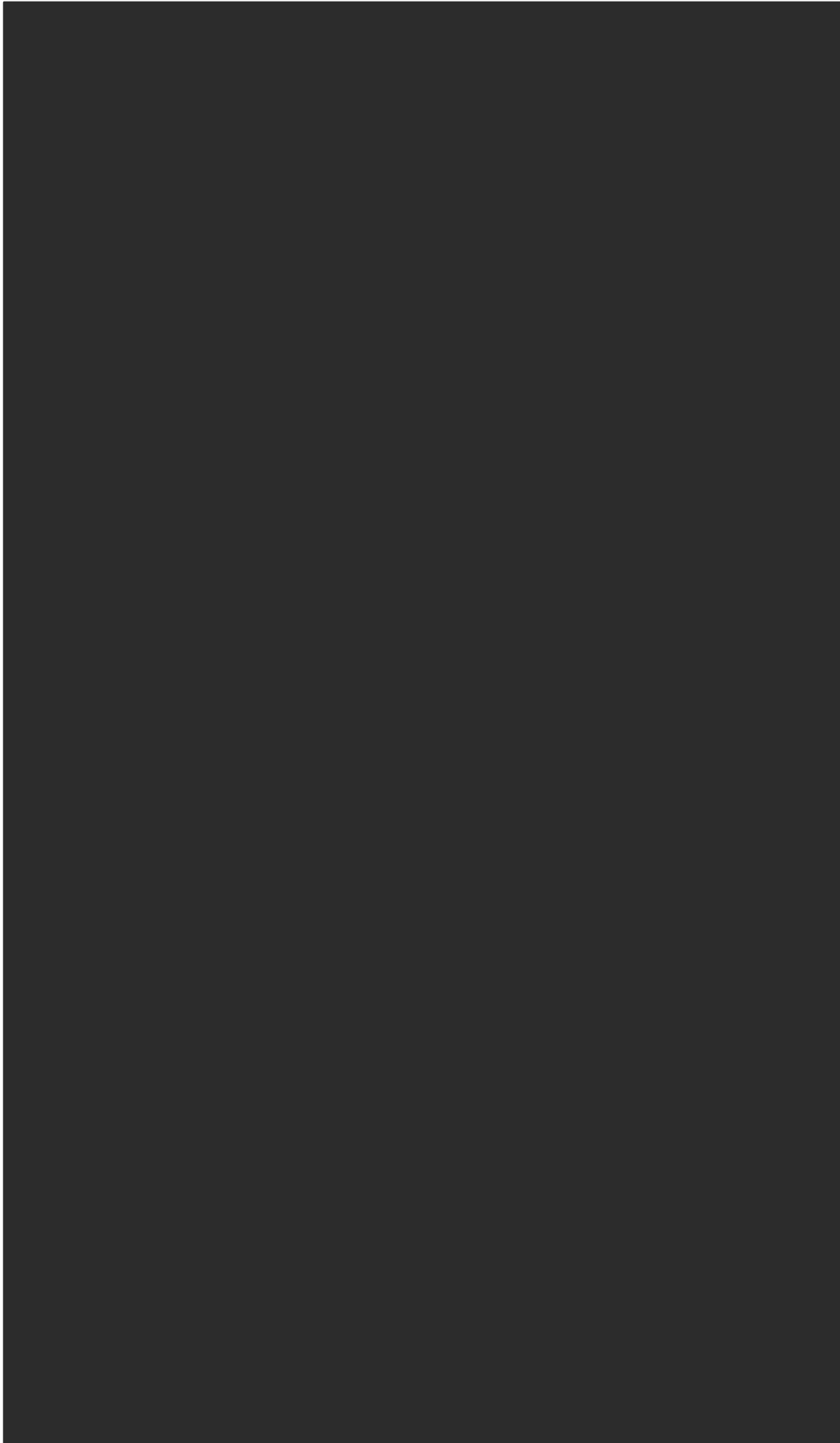
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**Scorecards**



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Scorecard - WIOA

[REDACTED]

## F. DISPLAY OPTIONS

Offeror must indicate what data cannot be queried and the various display options.

### Empyra Response:

myOneFlow is a configurable system, which provides a comprehensive ad-hoc reporting system that allows for the group to be restricted based on conditions that span the data collected in the system. There are also a number of group reporting types that provide data for:

*jobseekers, services, events, outcomes, placements, program enrollment and more.*

We also have operational reports that provide our customers with an option for a custom report of to use one from a common set of useful reports that we have built over the years.

Report data can be viewed in table form, and where applicable, with a chart, such as a pie chart, bar chart or line graph. Data from ad-hoc reports can be exported to Excel, or printed to PDF. Operational reports can be exported to pdf, excel, image (TIFF) etc.

## G. SECURITY

Describe the secure encryption system from mobile app to live system.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## H. IMPLEMENTATION AND WORKFLOW

Describe the number of implementation and workflow development hours and ongoing support cost annually.

### Empyra Response:

Post go-live we include 100 hours of continued implementation support per year. These hours can be utilized for implementation of new workflows or changes to existing workflows, configuration, and other system changes.

## I. UPLOAD OPTIONS

Describe how customer and staff will upload or complete documents through mobile app versus the desktop.

**Empyra Response:** myOneFlow supports the process of requested documents for approval.

**Desktop:** To complete the process on a computer, the client will have to take a picture or scan their document and email or send it to their computer. Once it is on the desktop, the client can log into the myOneFlow system and go to the document request and click "upload". They will be prompted to "select and attach" a file from the desktop. At that point they choose upload document and "submit".

**Mobile App:** To upload the document from the mobile app, they can log into their myOneFlow account from their phone, go to the document request and take a picture of their document. It will automatically go to their file in myOneFlow.

In either case, the document is then in the system and the staff can complete the approval or decline of the document.

Clients can change a document uploaded until it is locked. When staff reviews a document, it is locked in order to be able to ensure that it is saved as a part of the auditable record. Both staff and clients have the ability to upload documents. Staff may verify client documents as per their roles and responsibilities. Clients can upload other documents such as resumes or cover letters at any time.

## J. RELIABILITY

Describe the host site outage and reliability information.

[REDACTED]

## 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.

See attachment G in the SharePoint [Attachment G Price Sheet.xlsx](#)

## 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

**Empyra Response:** When asked about the ability to decline a document without providing a reason we had to answer no. This is intentional because we found that if answer is not provided, then typically more time via email clarification ends up happening. If this is a criteria that is needed we can discuss the possibilities of this development.

## TAB 8 – ASSUMPTIONS

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

**Empyra Response:** We assume the availability of CRWP staff as needed for meetings and clarifications, especially during the initial few weeks where requirements gathering and clarifications are taking place.

We have made some assumptions about multiple phases, but the actual decision about phases and what will be released in these phases is for the joint CRWP and Empyra team to work out.



## A. TRAINING PLAN SAMPLE

[illegible]

[illegible]

AREA	Summary	Description	Duration	video
		[REDACTED]		
	[REDACTED]	[REDACTED]		
	[REDACTED] [REDACTED]	[REDACTED]		
TOTAL	[REDACTED] [REDACTED]	[REDACTED]		
	[REDACTED]	[REDACTED]		
	[REDACTED]	[REDACTED]		
	[REDACTED]	[REDACTED]		
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