



Request for Proposals

Regional Web-Based Talent Portal Development Services

Release Date: September 12, 2022

Submission Deadline: October 10, 2022, 12:00 PM (noon) EST

4419 Pheasant Ridge Road, Suite 301
Roanoke, VA 24014
(540) 562-8442
www.greaterroanokeworks.com

*The Greater Roanoke Workforce Development Board is an Equal Opportunity Employer/Program. Auxiliary aides and services and interpreters are available upon request. TDD-VA Relay: 711.
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This project was funded in part by GO Virginia, a state-funded initiative administered by the Virginia Department of Housing and Community Development (DHCD) that strengthens and diversifies Virginia's economy and fosters the creation of high wage jobs in strategic industries.



Request for Proposals (RFP)
Greater Roanoke Workforce Development Board
Regional Web-Based Talent Portal Development Services

The Greater Roanoke Workforce Development Board (GRWDB), in partnership with the Roanoke Regional Partnership (RRP) is seeking competitive proposals from qualified sources to create, develop, and assist in the implementation of a Regional Web-Based Talent Portal for the Greater Roanoke region. The region includes the Counties of Alleghany, Botetourt, Craig, Franklin, and Roanoke and the Cities of Covington, Roanoke, and Salem.

This document constitutes the official Request for Proposals (RFP) format and all terms and conditions shall become, through incorporation by reference, a part of any contract or contracts entered in furtherance hereof. All GRWDB programs must adhere to Equal Employment Opportunity guidelines.

Proposal submissions may be submitted either electronically or by physical mail. All proposals must be received electronically or in-person at the GRWDB office **no later than 12:00 PM (noon) EST on Monday, October 10, 2022**. The address to the GRWDB office is:

Greater Roanoke Workforce Development Board
Attn: Madison Wade, Administrative Coordinator
4419 Pheasant Ridge Road, Suite 301
Roanoke, VA 24014

Electronic submissions can be submitted to Madison Wade at madison@greaterroanokeworks.com.

Incomplete proposals or any proposals **received after 12:00 PM (noon) EST on Monday, October 10, 2022 WILL NOT BE CONSIDERED** and will be returned **WITHOUT EXCEPTION**.

Questions regarding this RFP may be addressed to Madison Wade, Administrative Coordinator, at (540) 562-8442 or by email at madison@greaterroanokeworks.com.

All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the proposer and will not be reimbursed by the GRWDB. The GRWDB reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be based upon the factors described in this RFP.

General Information

The GRWDB, in partnership with the RRP, is seeking proposals for the development of a web-based regional talent portal (landing site) that will integrate with existing web-based talent resources from the GRWDB and RRP. The project will also replace and/or enhance the current Get2KnowNoke website (www.get2knownoke.com) with updated data, modernized graphics, and relevant content. The goal for the web-based regional talent portal includes, but is not limited to:

- Promotes the region (including the Counties of Alleghany, Botetourt, Craig, Franklin and Roanoke and the Cities of Covington, Roanoke, and Salem) as a premiere location to relocate, remain in, or visit.
- Showcases regional assets including, but not limited to, employment opportunities, career pathways, professional development activities, networking groups, and cost-of-living/amenities for living in the region.
- Resource portal for businesses in the region to attract, recruit, and retain talent.
- Connection for out-of-market individuals to learn more and engage with the region.
- Support locality initiatives for talent and workforce development, while showcasing individual livability of each locality.
- Promote community, workforce, and economic development and growth in the region.

Several communities across the United States have undertaken efforts to create similar web-based talent portals. While the GRWDB and RRP are not looking to specifically replicate any individual campaign, the examples below have components of their programs of work that could be modified to use in the proposed site:

- Greenville, SC – <https://www.visitgreenillesc.com/>
- Louisville, KY – <https://www.liveinlou.com/>
- Tampa Bay, FL – <https://makeittampabay.com/>

General requirements of the web-based talent portal include:

- User-friendly functionality that will allow users to quickly and efficiently find relevant information.
- Site will use designated color scheme, logos, and branding provided by GRWDB and/or RRP staff.
- Ability to host with current RRP hosting capabilities (Flywheel) and uses WordPress back-end software for development.
- Easy maintenance by GRWDB and/or RRP staff (and/or authorized, retained contractors of GRWDB and/or RRP), including making programmatic changes internally without having to contact vendor.
- Site should have template built that GRWDB and/or RRP staff (and/or authorized, retained contractors of GRWDB and/or RRP) can use to create additional pages, menus, headers, footers, etc.
- Intuitive, mobile responsive design for simple navigation which include:
 - Easy-to-find and navigate tabs, drop-down boxes, etc.
 - Two clicks to find desired information
 - Compliant with the American Disabilities Act (ADA)
- Integration of audio, video, and imagery with adequate storage space on the site.
- Search engine and web crawler optimized.
- Ability to plug-in future technologies.

‘Must-Have’ features include:

- Site must be modern, visually-attractive, uses modern technology, and is user-friendly to engage with all ages, demographics, and skill-levels.
- Robust, Google-like, intuitive search functionality.

- Upcoming events (calendar) and news on the home page.
- Interactive map showing all localities with the ability to click to learn more on the home page.
- CAN-SPAM compliant email subscription program for an e-newsletter and other event announcements (subscription with Emma platform).
- Ability to post and download forms and securely submit online.
- Online reservation and payment system.
- Indexed archiving and retrieval system.
- Online calendar must be downloadable and available for import into users' personal calendars.
- Integrate and house current subscription for JobsEQ API job board.

The type of contract will be cost reimbursement. All proposers must have enough available resources to operate the proposed services, if funded, during start-up and during the time in which invoices are being processed for payment and until such time payment is received.

The RFP does not commit the GRWDB to award a contract or to pay any costs incurred in the preparation of a response to this request or be bound to procure or contract for these services. The GRWDB reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any or all qualified sources, or to cancel in part or in its entirety this RFP if it is in the best interest of the GRWDB to do so. The GRWDB may require the proposers selected to participate in negotiations and to submit any price, technical or other revisions for their proposals as may result from negotiations.

All non-governmental entities or agencies must provide verification of legal status of the entity or agency as applicable. Any consortium groups that submit proposals in response to this RFP **must include signed Memorandum's of Understanding (MOUs)** by all participating consortium members that outline responsibilities and commitments of each member.

Specific information concerning proposer's qualifications, experience, and related accomplishments must be provided. **However, elaborate brochures or other marketing materials beyond that enough to present an accurate description should not be included.**

Once proposals have been submitted and received by the GRWDB, unless specifically requested by the GRWDB or the RRP, **no proposer is allowed to provide additional information or to make contact with any individual Board member, Chief Local Elected Official (CLEO) member or designee regarding the RFP** by phone, e-mail, mail, or in person to solicit support for their proposal or to attempt to discredit the proposal submitted by any other proposer. Any proposer violating this provision will not be considered under this RFP. Additional data or information may be submitted only if requested by the GRWDB. Address all inquiries concerning this RFP, program elements, or other issues to GRWDB staff.

All proposers should refer to *Attachment C – General Terms and Conditions* for additional criteria and information regarding responses to the RFP and subsequent contracts that may be developed between the selected proposer and the GRWDB.

Scope of Work

The proposer will redesign and re-modernized the current Get2KnowNoke website AND create a new, web-based talent portal to attract, retain, and develop the talent pipeline for the Roanoke Valley and Alleghany Highlands. The following acts only as a preliminary scope of work to generally communicate the GRWDB and RRP's expectations. A final scope of work will be developed by agreement with the GRWDB and the proposer.

Proposals for the web-based talent portal site should include or account for, but not be limited to, the following:

1. Creation of a highly-useable site using dynamic design and organization that will allow users to easily find information.
2. Convey the region's livability, culture, and career opportunities consistent with the vision of the GRWDB and the RRP.
3. Act as a marketing tool for talent attraction, retention, and development activities and events as well as a news outlet for regional projects and events.
4. Integrate and migrate existing content to the newly developed site, as applicable.

Look and Feel with Unique Web Presence

The web-based regional portal should be modern, innovative, use clear language that speaks to a variety of demographics and backgrounds, and should clearly show the vibrancy and excellent quality of life that the region has to offer. The proposer will be expected to work with GRWDB and RRP staff to develop the "look" and "feel" of the site to convey the brand and the overall message. This shall include a cohesive graphic design incorporating the Get2KnowNoke brand, logo, culture, etc., as well as the brand and logo's of the GRWDB and the RRP.

Site Navigation and Organization

The site navigation should use modern tools/techniques to help guide users to their desired information in less than two clicks, if possible. The site should incorporate, but not be limited to, these strategies:

- User-centric design and organization
- Modern, visually appealing graphics and imagery
- Easy to navigate menus and tabs

Calendar Program

The proposer should provide a flexible calendar solution that can be used by any user for any purpose. Desired features include the ability to view the calendar in either day, week, or month format. In addition, the ability to add specific days hyperlinked events that can lead to either a webpage or a document (such as a PDF) is required. It is preferable that the calendar maintain the look and feel of the new site but retain the standard calendar look.

Email Subscription

Another required feature is the ability for users to sign-up for specific mailing lists for various communications such as e-notifications and subscription-based newsletters. This needs to be CAN-SPAM compliant. The proposer must provide one e-newsletter template that is consistent with site design.

Please note, the current Get2KnowNoke site has this feature but needs to be upgraded and ensure that the sign-ups are going to the correct staff member.

Maps

The site should be able to integrate with Google maps to show the location of events, resources, or community organizations. There should also be a map on the homepage that is interactive to show the entirety of the region, have hovering capability to show snapshots of each locality, and be hyperlinked to more information on each locality and/or resource.

Online Newsroom

Ability to post news to a page or pages on the site. News should have the ability to be automatically archived in an easily retrievable manner at a predefined time after publishing and scheduled to be published at a future date and time. News headlines should have the option to be displayed on the homepage in an order defined by staff.

Audio and Video Embedding

Ability to embed audio and video in website pages.

Forwarding Page Feature

Ability to forward pages to friends, coworkers, etc. using a simple form that asks for the sender and recipients email addresses and allows the sender to include a short message to the recipient. Analytics on these forwards should be available to GRWDB and RRP staff to show data on the sharing of the site.

Integrated RSS Feeds

Integration with social networking applications, including but not limited to, Facebook, Instagram, LinkedIn, and Twitter, so users can share information with their social media contacts. The ability to integrate with future social media tools should also be provided.

- RSS Feed Reader: ability for staff to set up feed readers for important information
- RSS Feeds: ability for users to sign up to receive RSS feeds

Integration of Third-party Sites and Services

Third party tools, features and databases should have the same look and feel as the site and the links to the third-party websites should be integrated into the site's navigation. This would include:

- Links to the GRWDB site for career pathways and other information related to workforce programs
- Locality websites for information on government services and other available resources

Browser/Device Compatibility

Responsive site design. Any new website design for this project should be easily viewable from a desktop, tablet, or mobile device of any manufacture. The user experience should be similar across all devices, allowing for differences in device layouts or requirements.

Fully functions, both viewing and editing, with the major browsers and operating systems on PC and MAC.

Ensure implementation is functional with the current versions and one version back of major browsers and operating systems.

- The site will be required to support browser versions that are more than 3 years old
- The site will not be required to support any browser no longer available for download from the manufacturer's website or whose manufacturer has ceased development.
- Functional viewing and editing with all major mobile devices. The site will be easy to use by viewers and content managers with all major mobile devices, including, but not limited to:
 - Tablets – iPad, Samsung Tablet, MS Surface
 - Smart Phones – iPhone, Blackberry, Android and Windows Mobile phones
- The development of mobile applications is excluded from this project scope but site compatibility with mobile devices is within the scope.

Hosting

The proposer will ensure that the website can be hosted through the RRP's current hosting site, Flywheel.

Website Analytics

Analytics tracking and reporting must be integrated on the site to allow for website visitor tracking, page tracking, etc.

ADA Compliance

Comply with Americans with Disabilities Act (ADA) Section 508 and World Wide Web Consortium standards

- Site should be accessible to those with disabilities, in compliance with the ADA.
- Site should have the ability to scale fonts on each page.
- Site should have the ability to be translated through a translation tool.
- Cascading style sheets will be utilized to ensure consistency and separation of content and design.
- Photos and imagery must have alt-text associated.

Project Phase/Timeline

The following project phase outline is provided to demonstrate what the GRWDB and the RRP anticipates the project will involve. This outline shall be further discussed, and may be modified, with the proposer.

Concept

The GRWDB and the RRP expect that the proposer will involve key stakeholders and leadership from the GRWDB and the RRP in determining the content for the site, outlining the navigation structure for the site, and any other specific content that the web-based talent portal will include. A draft of the proposed content and navigation structure should be provided and approved by GRWDB and RRP leadership by February 1, 2023. This must be completed prior to moving onto the next phase of the project.

Design

The GRWDB and the RRP expect that the proposer will involve key stakeholders and leadership from the GRWDB and the RRP in determining the functional specifications, design of any templates and site layout, and any other associated content. A draft of the design templates should be provided and approved by GRWDB and RRP leadership by June 1, 2023.

Development

Development of the site will take place with the content and design that are approved by the GRWDB and RRP leadership. A first draft of the new web-based talent portal shall be provided to the GRWDB and RRP leadership by September 1, 2023. A final version of the portal should be provided to GRWDB and RRP leadership by February 1, 2024.

The “go live” date for the new portal is anticipated to be by March 31, 2024.

Training and Support

It is expected that the proposer will provide training and support to GRWDB and RRP staff on development, maintenance, site structure, and any other associated topics that are needed. Training by the proposer should be completed prior to the “go live” date that is agreed upon between the proposer, GRWDB and the RRP.

Records and Documentation

As this project is publicly funded, the proposer must retain, secure and ensure the accuracy of all records in compliance of related federal and state regulations, and the GRWDB’s record retention requirements.

If accessed, confidentiality of customer information must be maintained, and all data must be properly stored in a secured space with limited staff access. The proposer must inform employees that inappropriate use of such information may result in disciplinary action, including discharge, or criminal prosecution if the employee knowingly uses the information for fraudulent purposes.

Monitoring and Evaluation

The GRWDB is responsible for all levels of monitoring, compliance, and evaluation for activities performed under this RFP. Evaluations may include but are not limited to contract provisions, surveys of internal partners and other evaluation criteria developed by GRWDB.

GRWDB has the responsibility to determine whether the One Stop Operator has spent funds in accordance with applicable laws and regulations, including federal audit requirements and will monitor the activities of the proposer to ensure such requirements are met. Monthly or quarterly invoices from the selected proposer will be provided with all back-up documentation required to process payment for services rendered. Each invoice will be monitoring for relevance, compliance, and accuracy for the activities listed under this RFP.

Performance Measures

The proposer will ensure that the project phase/timeline that has been set forth in this RFP is met. This includes the Project Phase/Timeline outline stated on page 7 of this RFP. Should the project phase/timeline not be adhered to in the concept, design, development, or training phases, the GRWDB reserves the right to withhold or delay payment until such phases have been completed.

Anticipated Funding

The GRWDB estimates that approximately \$75,000-\$100,000 will be available to award to the selected proposer for the scope of work outlined above. This is only an estimate and final amounts for the contract will be decided during the contract negotiation period.

Proposal Submission Information

Proposals must be received at the address listed in the RFP **no later than 12:00 PM (noon) EST on Monday, October 10, 2022. Any proposal received after this deadline will NOT be considered and will be returned to the proposer.**

One copy of the proposal must be delivered either electronically to Madison Wade at madison@greaterroanokeworks.com or delivered physically to the GRWDB offices. All pages of the proposal should be numbered and on 8 ½ “x 11” plain white paper and must use size 11 font with 1” margins. Proposals must be organized by the following sections.

- Section 1: Cover Sheet
- Section 2: Proposer Qualifications
- Section 3: Financial
- Section 4: Technical Proposal
- Section 5: Performance
- Section 6: Required Forms
- Section 7: Recommendations

Section 1: Cover Sheet

In this section, please place a completed and signed cover sheet found in *Attachment A – Cover Sheet*. The cover sheet must be signed by an individual that is authorized to sign on behalf of the proposing organization.

Section 2: Proposer Qualifications

In this section, the proposer must include responses to the following questions:

1. Describe your organization/business. Why is your organization/business in the best position to deliver

service as defined in the scope of work? If a consortium is responding to this RFP, describe the makeup of your group: who is included? How will decisions be made? How will duties be divided? How will payments be directed?

2. Provide skill level and talent of current staff that would be assigned to the project.
3. Provide examples of relevant experience providing similar services.

Section 3: Financial

Please submit a proposed budget for services under this contract. Please include any in-kind or leveraged funding that can be contributed by the proposer. This budget should also include the timeline for drawing down/invoicing for work completion.

Section 4: Technical Proposal

Describe how your organization will perform the defined scope of work including but not limited to:

1. Demonstrate your understanding of local partners, population, and geographical diversity of the region.
2. Proposed initial concepts for how existing Get2KnowNoke website may be modernized/changed.
3. Proposed initial flow and menus for the renewed Get2KnowNoke website/portal.
4. Process for involving stakeholders and partners in the development of the website/portal.
5. A proposed strategy for marketing of the website/portal as a regional tool for talent attraction, talent retention, and talent development.
6. Please provide at least three (3) examples of previous work with similar components.

Section 5: Performance

Please describe how the proposer will ensure the project phases/timeline outlined in the RFP are adhered to and the final product is released by March 31, 2024.

Section 6: Required Forms

Please include the following pieces of additional information:

1. Copy of your most current business license.
2. If your organization is a corporation, a Certificate of Incorporation must be submitted with the proposal. If the certificate is over 30 years old, then the proposer must also submit a copy of the latest annual report for the State Corporation Commission. For all other non-governmental organizations, it is necessary for the proposer to submit a signed, notarized affidavit which specifies how the business is organized (partnership or proprietorship). If not a partnership or proprietorship, then the organization must be explained. For governmental organizations, no certification of legal status is necessary.
3. If your organization claims non-profit status, evidence of the non-profit status must be submitted.
4. All forms found in ***Attachment B – Required Forms***, including:
 - Certification Regarding Indemnification
 - Certification Regarding Drug-Free Workplace Requirements
 - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
 - Certification Regarding Compliance with Non-Discrimination and Equal Opportunity (EO) Laws and Regulations

Section 7: Recommendations

Please provide contact information for at least three (3) references past customers.

Proposal Review Criteria

Prospective proposers are advised that selection for a contract award will be made after a careful evaluation of the proposals by staff to the GRWDB, RRP. Review may also include additional internal and external stakeholders.

The final approval and direction to enter negotiations with a proposer will be provided by the Executive Committee of the GRWDB.

Proposals will undergo the following review:

- GRWDB staff will review proposals for technical compliance with the RFP and may prepare a summary of the bidder’s qualifications, scope of work, and budget. Staff will confirm that all required signature pages and sections of the RFP are completed. Staff will not rate proposals or recommend proposals for funding.
- An initial thorough review by GRWDB and RRP staff will take place and will review and rate all submitted responses to the RFP in accordance with the published criteria. Finalists may be reviewed by internal and external stakeholders and may also be interviewed in person prior to selection. Contracts executed as a result of the review process will be between the GRWDB and the proposer.
- The review and decision process will follow the proposed timeline below. Dates are subject to change due to the availability of the GRWDB, RRP, the GRWDB Executive Committee, and other internal and external stakeholders.

Estimated Timeline of Review

September 12, 2022	RFP is released, and legal public notification is completed in newspaper(s) of record (Roanoke Times), published on the GRWDB and RRP website, posted on social media accounts for the GRWDB and RRP and distributed to community and workforce partners.
October 10, 2022	Proposal Deadline by noon (12 PM) EST
October 11, 2022 – October 31, 2022	Evaluation Period
November 2022	GRWDB Executive Committee Meeting
December 2022	Notice of Intent to Award Issued

Evaluation Criteria

We have instituted procedures for assessing the technical merit of proposals to provide for an objective review of applications and to assist you in understanding the standards against which your proposal will be judged. The evaluation criteria are based on the information required in the proposal, as described in Section III of the RFP. Reviewers will rate each section based on how fully and convincingly the proposal responds. The scores and recommendations are advisory in nature and not binding on the GRWDB. The GRWDB reserves the right to make selections based solely on the final scores or to take into consideration other relevant factors, if applicable.

Regional Web-Based Talent Portal Evaluation Criteria	Points
1. Proposer Qualifications	15
2. Financial	15
3. Technical Proposal	35
4. Performance	10
5. Required Forms	5
6. Recommendations	10
TOTAL	100

Attachment A – Cover Sheet

Request for Proposals Cover Sheet
Greater Roanoke Workforce Development Board
Regional Web-Based Talent Portal Development Services

Organization Name: _____

Organization Contact: _____

Street Address: _____

City, State, Zip: _____

Email Address: _____ **Phone:** _____

By my signature below, I attest that I have read the Request for Proposals (RFP), and that to the best of my knowledge and belief, all information in this application is true and correct, that the proposer understands and accepts all requirements and procedures stated therein, that the document has been duly authorized by the governing body of the proposer, and that the proposer will comply with all program guidelines and regulations if funding is awarded.

Authorized Signatory

_____	_____
Signature	Printed Name
_____	_____
Title	Date

For Office Use Only

Date Received _____

Time Received _____

Staff Signature _____

Attachment B – Required Forms

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. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause title “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required, to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph (e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

1. The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principles 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 prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Agency:

Authorized Representative:

Title:

Signature:

Date:

Certification Regarding Drug-Free Workplace Requirements

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 41 U.S.C. 8103et seq., and 2 CFR part 182. In addition, this certification is a material representation of fact upon which reliance is placed when the agency determines to award the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may act authorized under the Drug-Free Workplace Act.

The prospective grantee certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
5. Notifying the agency within ten days after receiving notice under subparagraph (d)(2), with respect to any employee or otherwise receiving actual notice of such conviction;
6. Taking one of the following actions within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
7. Taking appropriate personnel action against such an employee up to and including termination; or
8. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
9. Making a good faith effort to continue to maintain a drug-free workplace.

Agency: _____

Representative: _____

Title: _____

Signature: _____

Date: _____

Certification Regarding Indemnification

It is understood by the recipient and signatory for the receiving agent that, hereafter, they will accept responsibility for the funds and their program. It is understood that each recipient is responsible for adhering to the rules/regulations promulgated by the Workforce Investment Act, the Workforce Innovation and Opportunity Act, U.S. Department of Labor, Virginia Community College System, and the Western Virginia Workforce Development Board in performance of their contract.

With this understanding of responsibility, all Contractors will account for all Federal funds, WIA/WIOA property and program income, if generated. The recipient hereby agrees to indemnify, reimburse and save harmless the Western Virginia Workforce Development Board and Council (Chief Local Elected Officials), for any mistakes, errors of judgments, malfeasance, theft, or other actions by the recipient or their staff which result in disallowed cost.

Agency: _____
Authorized Representative: _____
Title: _____
Signature: _____
Date: _____

Certification Regarding Non-Discrimination and EEO Compliance

In regards to Contracts, Grants, Loans, and Cooperative Agreements, the undersigned certifies, to the best of his or her knowledge and belief, that as a condition to the award of financial assistance under WIOA from the Department of Labor, the grant applicant assures, with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA-funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Investment Act of 1998, Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

This certification is a material representation of fact upon which reliance was placed when this agreement was made or entered into. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the nondiscrimination and equal opportunity laws and regulations, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the nondiscrimination and equal opportunity laws and regulations.

Agency: _____

Representative: _____

Title: _____

Signature: _____

Date: _____

Attachment C – General Terms and Conditions

Definitions

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

- a) “May” is permissive.
- b) “Will” is imperative.
- c) “Subcontract” will mean any contract, agreement, or purchase entered into by the Contractor with a third party for the purpose of procuring property and/or services under this contract.

Change

The Greater Roanoke Workforce Development Board (GRWDB) may at any time, by written order and without prior notice to the Contractor, make changes within the general scope of this contract. If any such change causes an increase or decrease in the cost of or time required for the performance of any part of the services under this contract, whether changed or unchanged by the change order, an equitable adjustment will be made, and the contract modified accordingly in writing. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt of the notification of change. Failure to agree to any adjustment will be a dispute concerning a question of fact within the meaning of the clause of this contract entitled “Disputes”. However, nothing in this clause will excuse the Contractor from proceeding with the contract as changed.

Stop Work/Suspension of Performance

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

Termination of Convenience

The performance of work under this contract may be terminated, in whole or from time-to-time in part, by the GRWDB whenever for any reason the GRWDB will determine that such termination is in the best interest to do so. The termination shall be effective within thirty (30) calendar days after the order is issued unless a lesser time is mutually agreed upon by both parties. The Contractor has sixty (60) calendar days after the effective date to bill for payment. Contractor shall be entitled to received just and equitable compensation for any services performed hereunder through the date of termination or suspension. Termination of work hereunder will be effected by delivery to the Contractor, based upon 48 CFR 52.249-2. After receipt of the Notice of Termination, the Contractor will cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment, and miscellaneous items. In addition, the Contractor will exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding covering personal services that extend beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such cancelled commitments, the Contractor agrees to each of the following:

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

Termination for Default

If the Contractor fails to perform under this contract or fails to make satisfactory progress so as to endanger performance, the GRWDB will advise the Contractor in writing, and the Contractor has ten (10) days from receipt of such notice to correct the condition. If the deficiency is not satisfactorily remedied, the Contractor may be determined to be in default, and the contract may be terminated by the GRWDB through written notice. In the event of such termination, the Contractor will be paid to the date of termination of such work as has been properly

performed hereunder in accordance with the payment provisions. Should it finally be determined that the Contractor has, in fact, performed properly, then the termination will be treated as a termination for convenience.

Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by agreement, will be decided by the GRWDB, who will reduce the decision to writing and mail or otherwise furnish a copy of it to the Contractor. The decision of the GRWDB will be final and conclusive unless, within thirty (30) calendar days from date of receipt of such decision, the Contractor mails or otherwise furnishes to the GRWDB a written appeal addressed to the GRWDB. The decision of the GRWDB, or its duly authorized representative for the determination of such appeals, will be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of the contract and in accordance with the GRWDB's decision. The "Disputes" clause does not preclude consideration of legal questions in connection with decisions provided for in paragraph "a" above, provided that nothing in this contract will be construed as making final the decision of any administrative official, representative, or GRWDB on a question of law.

Contract Modifications

Modifications to this contract can be effected only through the following methods:

- a) The GRWDB, when necessary, will modify the contract;
- b) By use of the "Changes" clause; or
- c) For administrative reasons (such actions have no effect on performance required or terms of the contract).

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

Probationary Terms

The GRWDB, during the monthly, quarterly, or annual review of performance and outcomes of the Contractor, has the right to place the Contractor on probationary status at any time, including but are not limited to, the right to implement additional performance metrics for the duration of the probationary period. If any time during the probationary period the GRWDB determines, in its sole and absolute discretion, that the Contractor is not performing up to Contract standards, the GRWDB along with agreement from the CLEO, may terminate the Contract. At least thirty (30) days-notice will be provided to the Contractor of the termination and initiation of procurement. The Contractor has sixty (60) calendar days after the effective date of termination to bill for payment.

Financial Limitation

The GRWDB will have no liability for any costs incurred above the ceiling limit for this contract. Any costs incurred by the Contractor above that limit during the performance period will be at the sole risk of the Contractor. This in no way restricts the right to increase the ceiling by mutual consent of both parties; provided such an increase was accomplished prior to any incurred cost exceeding the existing ceiling. Any increase in the contract budget will require approval from the GRWDB.

Eligibility Certification

The Contractor agrees that all participants in this contract must be certified eligible as set forth in the Request for Proposal and applicable federal, state, and/or local rules regulations, policies, or law. Eligibility certification will be performed, documented, and maintained by the Contractor with periodic review by the GRWDB, as it deems appropriate in the circumstances, or as otherwise permitted or contemplated in the contract document and applicable regulations and policies. The Contractor agrees to take those actions necessary to address in a reasonably prompt fashion any eligibility issues that may arise during the term of the contract.

Nondiscrimination

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

Grievances or Complaints

All grievances or complaints by participants, if not satisfied through informal discussion with appropriate supervisors, will be filed in accordance with Contractor's established grievance procedures and reported to the GRWDB in a timely manner. All action taken in response to the complaint must be done in consultation with the GRWDB. Appeals to decision rendered will be processed in accordance with the procedures provided by the GRWDB.

Availability of Funds

It is understood and agreed between the Contractor and the GRWDB that the GRWDB will be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

Accountability for Funds

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

Cost Liability

The GRWDB does not assume liability by virtue of this contract for any costs incurred above the amount provided pursuant to this contract for costs incurred by the Contractor that are determined to be unallowable. Any such costs will be at the sole risk of the Contractor. The foregoing provisions of this paragraph are not intended to preclude and will not be deemed to preclude the Contractor from asserting any defense that may be asserted hereafter. The Contractor is responsible to ensure that all known outstanding financial obligations under this contract, except for wages and salaries incurred, have been paid within 30 days after the contract ending date. Upon expiration of this 30-day period, the GRWDB no longer has any liability for such costs, and they become the sole financial responsibility of the Contractor. Furthermore, any contract funds in the possession of the Contractor for these obligations revert to the control of the GRWDB and must be returned immediately, unless specifically directed otherwise in writing by the GRWDB. In the event unusual circumstances indicate the Contractor may have difficulty satisfying such obligations within the specified time allotted, he must notify the GRWDB in writing within 15 days after the contract ending date. Such notification will in no way be construed as relieving the Contractor of stated responsibility and liability nor as any acceptance of liability on the part of the GRWDB after expiration of said 30-day period.

Allowable Costs

- a) Funds granted under this RFP may be expended only for purposes specified in this contract.
- b) The program activities against which program costs will be allocated, controlled, and reported are as directed in applicable regulations.

Payments

- a) Payments for contract services will be cost reimbursement only.

- b) No payment will be due the Contractor for work performed prior to the effective date nor beyond the termination date of the contract. Advance payment status will be requested and is subject to approval by GRWDB staff.

Withholding of Payment

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

Property Accountability

- a) All consumable property acquired through cost reimbursement contracts, unless specifically exempted, will revert to the GRWDB upon the termination of this contract. The GRWDB may, however, assign such property to the Contractor for use under another or a subsequent contract.
- b) The Contractor assumes responsibility for inventory control, maintenance, physical security, and return to GRWDB of non-consumable property provided or made available to Contractor for administration of this contract.
- c) Contractor must obtain approval from GRWDB prior to purchasing or getting any commitment to purchase or acquire any non-consumable property using contract funds. (Approval of budget figures for purchasing and/or renting non-consumable property does not constitute approval for purchase or rental.)
- d) Intangible Property:
 - i. Inventions and Patents -- The Contractor will report promptly and fully to the GRWDB any program which produces patentable items, patent rights, processes or inventions in the course of work under the WIOA contract. Unless the Contractor and the GRWDB previously agreed on the disposition, the GRWDB will determine whether protection of the invention or discovery will be sought. The GRWDB will also determine how the invention or discovery rights, including rights under any patent issued thereon, will be allocated and administered.
 - ii. Copyrights -- Unless otherwise provided in the terms and conditions of the contract, the Contractor may copyright material or permit others to do so for copyrightable material developed under a contract. If any material developed under a WIOA contract is copyrighted, the Department of Labor will have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, and otherwise use, and authorize others to use, the work for federal purposes.

Loss or Theft of Federal Property

All equipment or other non-consumable property purchased through cost reimbursement contracts is GRWDB property. In any instance of loss or theft of such property, the Contractor will take the following minimum actions:

- a) Report the loss or theft to local police and request a copy of the police report; and
- b) Report the loss or theft in writing to the GRWDB with a copy of the report to the Contractor's file.
Include in the report at least the following:
 - i. A description of the missing article of property including the cost, serial number, WIOA tag numbers, and other such pertinent information;
 - ii. A description of the circumstances surrounding the loss or theft; and
 - iii. A copy of the police report or, should the police not make such information available, a description of the report made to the police, including the date and name of the police officer who declined to make the police report available.

Reporting Requirements in General

Contractor will prepare and submit reports to GRWDB as set forth in the Request for Proposal, required by applicable rules, regulations, policies, laws and/or otherwise required by a Governmental Agency. Contractor will prepare and submit monthly costs reports to GRWDB and shall prepare and submit additional or supplemental reports to GRWDB as may be reasonably requested by GRWDB. Contractor shall promptly submit any information requested or required hereunder by the due date specified or, if no such time is specified, within a reasonable period of time in light of the circumstances.

Retention of Records

Contractor will be responsible for maintaining all financial records, statistical records, property records, applicant and participant records, supporting documentation, and any other documents (including electronic storage media)

pertinent to this contract for a period of five (5) years from the date of the final payment of this contract, or until all audits are complete and findings on all claims have finally been resolved, whichever is longer. Records for equipment shall be maintained beyond the prescribed period if necessary to ensure that they are retained for three (3) years after final disposition of the property. The Contractor will cooperate with GRWDB to facilitate the duplication and/or transfer of any said records or documents during the required retention period. If the Contractor is unable to retain the records for the required period, the Contractor will notify GRWDB in writing and request instructions. Contractor shall not dispose of any records without the prior written consent of GRWDB.

Confidentiality of Records

The Contractor will refer all requests for records by members of the public to the GRWDB. GRWDB staff may require the Contractor to release the names of all participants in programs under this contract and the names of all individuals employed in staff positions and/or make available to the public other information regarding applicants, participants, or their families, which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source.

The Contractor will not otherwise divulge such information without permission of the applicant or participant except that information which is necessary for purposes related to the performance or evaluation of the contract may be divulged to parties having responsibilities under the contract for monitoring or evaluating the services and performances of the contract, to the GRWDB (or duly-authorized representative) or to governmental authorities to the extent necessary for proper administration of the law.

Any breach of confidentiality regardless of extent must be reported to the GRWDB chair or executive director within 24 hours of the occurrence.

Any requests for documents under the Freedom of Information Act or other legal or jurisdictional requirement should be forwarded to the GRWDB. The GRWDB is solely responsible for providing the information to the interested party.

Court Actions

The Contractor agrees to give the GRWDB immediate notice in writing of any action or suits filed and prompt notice of any claims made against the Contractor, sub-Contractor, or any of the parties involved in the implementation and administration of the WIOA program.

Liability Clause

The GRWDB has no liability with respect to bodily injury, illness, or any other damages or loss to person or property, or claims in respect to any such injury, illness, damages, or losses whether concerning persons or property in the Contractor's organization or third parties. The Contractor will obtain a public liability insurance policy in accordance with Virginia State law. Premiums chargeable for the insurance will be paid by the Contractor.

Assurances

The Contractor assures that he/she:

- a) Will fully comply with the Virginia Growth and Opportunity Act, and all state and GRWDB policies and requirements.
- b) Certifies that it will comply with Sections 8301 through 8303 of Title 41 of the United States Code (commonly known as the "Buy American Act") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).
- c) Will establish and use internal program management procedures sufficient to prevent fraud and program abuse.
- d) Will maintain auditable and otherwise adequate records, which support the expenditure of all funds under its contract.
- e) Will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.) as it requires removing all architectural barriers to the handicapped.
- f) Will comply with the child labor requirements of the Fair Labor Standards Act or the Child Labor Laws of Virginia, whichever is more restrictive.
- g) Will comply with the provisions of the Hatch Act, which limits the political activity of certain state and local government employees.

- h) Will, for contracts in excess of \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.C. 1857-8(c)(1)] or the Federal Water Pollution Control Act [33 U.S.C. 1319(c)] and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, assure that:
- i. No facility to be utilized in the performance of the contract has been listed on the EPA List of Violating Facilities.
 - ii. The Contractor will notify the GRWDB of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
 - iii. The Contractor will include substantially this assurance, including this third part, in every non-exempt subcontract.
- i) Will comply with the Executive Order 11246 (Equal Employment Opportunities), the Copeland "Anti-Kick-Back" Act, and the Davis-Bacon Act, whenever the Act's provisions apply to the contract.
- j) Will comply with all applicable provisions of the Americans with Disabilities Act.

Title to Property Acquired or Materials Developed

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

- a) Commencement of processing or use of such property and/or materials developed in the performance of the contract, or
- b) Reimbursement of the cost thereof by the GRWDB in whole or in part, whichever first occurs. Title to Property will not be affected by the incorporation or attachment thereof to any property and/or materials not owned by the GRWDB or any part thereof which becomes a fixture or loses its identity or personality by reason of affixation to any realty.

Ownership of Materials

The GRWDB will have unlimited rights to any data, materials, reports, studies, photographs, negatives, films, websites, videos, or other documents first produced or delivered under this contract.

Federal Rules and Regulations

This contract is under State Procurement Regulations and the Contractor agrees to abide by these and all present or future rules and regulations.

Internal Organization

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

Subletting and Assignment

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

Standard of Conduct

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

- a) General Assurance - Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This contract will be administered in an impartial manner, free from personal,

financial, or political gain. The Contractor, its executive staff and employees, in administering this contract, will avoid situations, which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

- b) Conducting Business Involving Relatives - No relatives by blood, adoption, or marriage for any executive or employee of the Contractor will receive favorable treatment for enrollment into services provided by, or employment with, the Contractor. The Contractor will also avoid entering into any agreements for services with a relative by blood, adoption, or marriage. When it is in the public interest for the Contractor to conduct business (only for the purpose of services to be provided) with a relative, the Contractor will obtain approval from the GRWDB before entering into an agreement. All correspondence will be kept on file and available for monitoring and audit reviews.
- c) Conducting Business Involving Close Personal Friends and Associates - Executives and employees of the Contractor will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, a permanent record of the transaction will be retained.
- d) Avoidance of Conflict of Economic Interest - An executive, officer, agent, representative, or employee of the Contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the Contractor. Supplies, materials, equipment, or services purchased with contract funds will be used solely for purposes allowed under the grant.

Modification

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

Force Majeure

The performance of this Contract may be delayed and/or suspended by any act of God, war, civil disorder, terrorist acts, employment strike, hazardous or harmful condition, any alleged criminal or reckless acts, or other cause beyond the control of either party (Force Majeure Event). Neither Party shall be held liable for any default, damages and/or breach of Contract should the performance of this Contract be delayed and/or suspended due to any Force Majeure Event. In the event performance of this Contract is delayed and/or suspended due to Force Majeure Event, performance may only resume upon the mutual assent of the parties that the Force Majeure Event has subsided, and all parties are safe to resume performance of their respective duties under the Contract. Should the performance of the Contract be suspended or delayed as the result of a Force Majeure Event, the parties hereby agree that this Contract may be extended by the amount of time the performance is suspended or delayed.

Severability

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of this Contract so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

Construction of Contract

Neither party will be deemed to have drafted this Contract. This Contract has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Contract shall be construed or resolved in favor of or against GRWDB or the Contractor on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Contract are provided for convenience only and are not intended to have effect in the construction or interpretation of this Contract. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

Holdover

In the event that the GRWDB desires to continue the services provided for in this Contract and a replacement

contract has not been either completed by GRWDB, provided to Contractor, or fully-executed by both parties prior to the expiration date of this Contract, this Contract may be extended unilaterally by the GRWDB for a period of two (2) months upon written notice to the Contractor under the same terms and conditions of this Contract, and any amendments entered into during its term, including but not limited to Scope of Work, service delivery, and any new budget authorized under any informal or formal Letter of Intent to Contract. However, this extension shall terminate immediately when the replacement contract is fully-executed by both parties.

Defense and Indemnification

Contractor hereby agrees, to the fullest extent allowed by law, to defend, indemnify, reimburse and hold harmless GRWDB, its officers, directors, agents, employees or other legally recognized representatives ("GRWDB Indemnities") from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to this Contract or the Services rendered by Contractor ("Claims"), unless Claims have been specifically determined by the trier of fact to be the result of any intentional or negligent act or omission of GRWDB Indemnities. This indemnity shall be interpreted in the broadest possible manner to indemnify GRWDB Indemnities for any acts or omissions of Contractor, its officers, directors, agents, employees, sub-Contractors, or other legally recognized representatives.

Contractor's duty to defend and indemnify GRWDB Indemnities, will arise at the time written notice of the Claim is first provided to GRWDB Indemnities regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify GRWDB Indemnities will arise even if an individual GRWDB Indemnities is the only party sued by Claimant or Claimant alleges that GRWDB Indemnities' negligence or willful misconduct was the sole cause of Claimant's damages.

Contractor will defend any and all Claims which may be brought or threatened against GRWDB Indemnities and will pay on behalf of GRWDB Indemnities any expenses incurred by reason of such Claims including, without limitation, court costs and attorney's fees incurred in defending and investing such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of GRWDB Indemnities will be in addition to any other legal remedies available to GRWDB Indemnities and will not be considered GRWDB Indemnities exclusive remedy. However, should the trier of fact determine specifically that the Claims are the result in whole or in part by any intentional or negligent act or omission of GRWDB Indemnities, GRWDB shall reimburse Contractor for all expenses paid up to and including the date of the trier of facts determination, and at that point Contractor's obligation to indemnify shall end.

Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this Defense and Indemnification provision. Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the protection of GRWDB Indemnities.

This Defense and Indemnification obligation shall survive the expiration or termination of this Agreement. Nothing in this Defense and Indemnification shall in any way be interpreted as a waiver or limit in any way GRWDB Indemnities' governmental immunities, as applicable and allowable under the law.

Notices

Any notice requested, demanded, required or permitted hereunder by either party to the other shall be effected either by personal delivery in writing or by U.S. mail, courier service, or telecopier with applicable verification of date and time initiated, and delivered to the last registered address of either party and such notice will be deemed to be legally effective irrespective of any change in location of Contractor. Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of three (3) days after mailing or verified receipt whichever is earlier.