

**VIRGINIA DEPARTMENT OF SOCIAL SERVICES**  
**REQUEST FOR APPLICATION (RFA) #CVS-23-041**  
**2023 – 2024 AMERICORPS STATE FORMULA GRANTS**  
Published on January 31, 2023

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- Appendix I – 2023 State & National AmeriCorps Notice of Funding Opportunity (NOFO)
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- Appendix III – 2023 AmeriCorps State & National Application Instructions
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## I. GENERAL INFORMATION

**A. Purpose of Request for Applications:** The purpose of this Request for Applications (RFA) is to solicit applications from eligible applicants to establish subgrantee awards for the provision of AmeriCorps services under the Commonwealth of Virginia’s formula allocation. For the 2023-2024 program year, the Commission is also accepting applications for planning grants. Proposed programs must meet the requirement in the 2023 State & National AmeriCorps Notice of Funding Opportunity (Appendix I) released on August 8, 2022.

1. This Request for Applications is for AmeriCorps State Formula funding only.
2. Applicants with “New” applications currently under consideration for another AmeriCorps funding stream (Competitive, National Direct and Public Health AmeriCorps) are not precluded from also applying under this solicitation for the same program or a different program.
3. Applicants with “Continuation” applications currently under consideration for another AmeriCorps funding stream cannot apply under this RFA for the same program.
4. A program may not receive funding from more than one (1) AmeriCorps funding stream simultaneously. As a result, the Commission reserves the right to withdraw an application from Formula consideration for which an applicant has received preliminary approval for the same program under another AmeriCorps funding stream (Competitive, National Direct and Public Health AmeriCorps).

**B. Diversity, Equity & Inclusion Statement:** VDSS is a diverse, multi-racial and multicultural organization. Our commitment to fully embrace diversity, equity and inclusion is central to our mission, embedded in our core values and critical to the well-being of our staff and the communities we serve. As human service professionals, our success rests in our ability to cultivate inclusive environments, promote equitable outcomes, and demonstrate leadership through service. We all must choose to be informed, self-reflective and proactive in our advocacy. This includes constant evaluation of structures, norms and policies that perpetuate discrimination, racism, disparities and exclusion. This also includes full embedding our commitment to diversity, equity and inclusion into specific and actionable practices throughout our entire social services system.

**C. Informational Purposes:** Contracted service providers are highly encouraged to join Unite Virginia, a statewide coordinated care network of health and social service providers. Partners in the network send and receive closed-loop, secure, electronic referrals across multiple sectors and organizations through the shared Unite Us platform. The platform enables providers to track every person’s total health journey and report on tangible outcomes.

Unite Us is the vendor selected by the state to power the Unite Virginia network and is partnering with the Office of the Virginia Secretary of Health and Human Resources, Virginia Department of Social Services, the Virginia Department of Health, Optima Health, Kaiser Permanente, the Virginia Mental Health Access Program, Partnering for a Healthy Virginia, and Virginia Hospital & Healthcare Association, among others. The platform is available at no cost to nonprofits and many organizations that are part of the safety net, like community health centers and mental health centers. For more information and to join, please visit <https://virginia.uniteus.com>.

**D. Funding Information:** The AmeriCorps State program is 100% supported with federal funds from the AmeriCorps agency. The number and amount of subawards may vary. Funds awarded may include AmeriCorps American Rescue Plan (ARP) funds at the discretion of the Commission and will be identified at the time of award.

Federal Awarding Agency: AmeriCorps

Federal Award Identification Number (FAIN): 22AFBVA001 (Formula)/ 21FXBVA001(ARP)

Federal Award Date: June 29, 2022 (Formula) / September 9, 2021 (ARP)

CFDA Number: 94.006

Federal Award Project Description: AmeriCorps grants are awarded to eligible organizations proposing to engage AmeriCorps members in evidence-based or evidence-informed interventions/practices to strengthen communities.

Total Amount of the Federal Award: To be determined

Amount of Federal Funds Obligated for this action: To be determined

Note: This is not a Research and Development (R&D) Grant

There are general Federal cost principles that are applicable to awards made with Federal funds. These general principles are found in 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

**E. RFA Documents:** Copies of this RFA, including the necessary forms, attachments, instructions, and addenda (if applicable) may be downloaded from the DGS/DPS eVA website at [www.eva.virginia.gov](http://www.eva.virginia.gov). The application can be found by clicking on “Business Opportunities” button located at the top of the screen, then click on “[Virginia Business Opportunities \(VBO\)](#)”. In the Keyword Search box enter the solicitation number: CVS 23-041: 2023-2024 AmeriCorps State Formula Grants.

**F. Optional Pre-Application Webinar:** An optional Pre-Application webinar will be held on **February 10, 2023**, from **10:30 a.m. – 12:30 p.m.** **Preregistration is required.** The link is [https://teams.microsoft.com/registration/qeUKYsFOoE-GQV2fOGxzCQ.g4W3jHZw4UK5B79WP3A2NQ.xKOeaNqjk0Sj-rWj9EiMew, TXRM-5dotEGadqhT8Dk4Bg,LvdIJSnLaUSMXXbzABFmYA\\_wAhe8E8iUS6\\_a52PTJVNnA?mode=read&tenantId=620ae5a9-4ec1-4fa0-8641-5d9f386c7309&webinarRing=gcc](https://teams.microsoft.com/registration/qeUKYsFOoE-GQV2fOGxzCQ.g4W3jHZw4UK5B79WP3A2NQ.xKOeaNqjk0Sj-rWj9EiMew, TXRM-5dotEGadqhT8Dk4Bg,LvdIJSnLaUSMXXbzABFmYA_wAhe8E8iUS6_a52PTJVNnA?mode=read&tenantId=620ae5a9-4ec1-4fa0-8641-5d9f386c7309&webinarRing=gcc)

Applicants who intend to submit an application are encouraged to participate. The purpose of the webinar is to allow potential applicants an opportunity to present questions and obtain clarification relative to any facet of this RFA.

Participants are encouraged to submit their questions in writing by close of business on February 8, 2023, to Brenda Wilson at [brenda.wilson@dss.virginia.gov](mailto:brenda.wilson@dss.virginia.gov). VDSS will answer questions as expeditiously as possible.

Any changes resulting from this conference or questions received will be issued in a written addendum to the RFA and will be posted on the eVA website at [www.eva.virginia.gov](http://www.eva.virginia.gov).

Unauthorized contact with any other VDSS staff regarding this RFA may result in disqualification of the applicant’s application.

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## II. PROGRAM OPPORTUNITY DESCRIPTION & REQUIREMENTS

### A. Program Background

AmeriCorps is a network of local, state, and national service programs that connects over 70,000 Americans every year in intensive service to meet community needs in education, the environment, public safety, health, and homeland security. AmeriCorps members serve with more than 2,000 non-profits, public agencies, and community organizations. AmeriCorps brings people together to tackle some of the country's most pressing challenges through national service and volunteering. AmeriCorps members and AmeriCorps Senior volunteers serve with organizations dedicated to the improvement of communities. AmeriCorps helps make services a cornerstone of our national culture. AmeriCorps grants are awarded to eligible organizations proposing to engage AmeriCorps members in evidence-based or evidence-informed interventions/practices to strengthen communities. An AmeriCorps member is an individual who engages in community services through an approved national service position. Members may receive a living allowance and other benefits while serving. Upon successful completion of their service, members earn a Segal Education Award that they can use to pay for higher education expenses or apply to qualified student loans.

AmeriCorps State programs in the Commonwealth are managed by the Virginia Service Commission, within the Virginia Department of Social Services, Office on Volunteerism and Community Service, at the direction of the Governor's Advisory Board on Service and Volunteerism. For more information on the Board, Commission staff and the activities promoting volunteerism, national service, and community support programs in the Commonwealth, including AmeriCorps, please visit <http://virginiastate.virginia.gov/>.

### B. Award Process

1. This solicitation will establish a portfolio of AmeriCorps national service applications for funding that will become a part of the Virginia Service Commission's AmeriCorps State and National Formula submission package to AmeriCorps.
2. The Commonwealth may cancel this Request for Applications or reject applications at any time prior to an award.
3. Eligible organizations may apply for planning or operational grants. This includes current subrecipients that wish to apply for Continuation funding for the same project. Continuation application review will also consider prior year progress reports, federal financial reports, and achievement of AmeriCorps measures of performance in enrollment and retention. To be approved for continuation funding, recipients must demonstrate satisfactory performance with respect to key program goals and requirements, as well as compliance with the terms and conditions of the grant.
4. The Commission reserves the right to negotiate the scope, number of requested members and Member Service Year (MSY), and funding level with applicants prior to application submission to AmeriCorps. The selections made by VDSS are not binding on AmeriCorps which has authority to approve the proposed programs.

### C. AmeriCorps Focus Areas & Funding Priorities

Over the next five (5) years, AmeriCorps will invest in existing and new partnerships with nonprofit, faith-based, and Tribal organizations, and state service commissions. In order to carry out Congress's intent

and to maximize the impact of investment in national service, and to achieve the goals laid out in its Strategic Plan (2022-2026), AmeriCorps has the following Focus Areas:

**FOCUS AREAS**

**FUNDING PRIORITIES**

- |  |   |
|--|---|
| 1. <i>Disaster Services</i><br>Helping individuals and communities prepare for, respond to, recover from, and mitigate the effects of disasters and increase community resiliency.   | (Any Focus Area) Organizations leading service in communities with concentrated poverty, rural communities, tribal communities, and those organizations serving historically underrepresented and underserved individuals, including but not limited to communities of color, immigrants and refugees, people with disabilities, people who identify as part of the LGBTQIA+ community, people with arrest and/or conviction records, and religious minorities; |
| 2. <i>Education</i><br>Improving educational outcomes for underserved people, especially children. AmeriCorps is particularly interested in program designs that support youth engagement and service learning as strategies to achieve high educational outcomes. | (Any Focus Area) Evidence-based interventions on the AmeriCorps Evidence Exchange that are assessed as having Moderate or Strong evidence. Please note that many of these interventions have demonstrated effectiveness in improving outcomes for individuals living in underserved communities and that the agency has committed resources to supporting grantees seeking to replicate and evaluate these interventions in similar communities;                |
| 3. <i>Economic Opportunity</i><br>Improving the economic well-being and security of underserved individuals.   | Economic Mobility Corps   |
| 4. <i>Healthy Futures</i><br>Supporting for health needs within communities, including mitigating the impacts of COVID-19 and other public health crises, access to care, aging in place, and addressing childhood obesity, especially in underserved communities. | (Any Focus Area) Programs that provide additional benefits to AmeriCorps members aimed at enhancing member experience and bolstering member recruitment and retention such as paying more than the minimum living allowance, transportation, housing, food, etc.;   |

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**FOCUS AREAS**

**FUNDING PRIORITIES**

- |  |  |
|--|--|
| 5. <i>Environmental Stewardship</i><br>Supporting communities to become more resilient through measures that reduce greenhouse gas emissions, conserve land and water, increase renewable energy use and improve at-risk ecosystems, especially in underserved households and communities. | Environmental Stewardship, including supporting communities to become more resilient through measures that reduce greenhouse gas emissions, conserve land and water, increase renewable energy use and improve at-risk ecosystems, especially in underserved households and communities. |
| 6. <i>Veterans and Military Families</i><br>Improving the quality of life of veterans, military families, caregivers, and survivors.   | Veterans and Military Families, Caregivers, and Survivors – a program model that improves the quality of life of veterans and improves the well-being of military and veteran families, caregivers, and survivors  |
| 7. <i>Any Focus Area</i>   | Faith-based Organizations  |
| 8. <i>Any Focus Area</i>   | Programs that create workforce pathways for AmeriCorps members, including deliberate training, certifications, and hiring preferences or support   |

**D. Period of Performance**

1. Subawards shall be issued for a one (1) year period. The anticipated period of performance is September 1, 2023, or upon notification(s) received from AmeriCorps through August 31, 2024.
2. Applicants with program designs which require an alternate period of performance must clearly state the proposed period in the application narrative and supporting application attachments, including the SF-424. VDSS reserves the right to decline alternate periods of performance.
3. The project start date may not occur prior to the date AmeriCorps issues its Notice of Grant Award (NOGA) to VDSS and a subsequent subaward agreement has been fully executed between VDSS and the subrecipient. AmeriCorps programs may not enroll members, and members may not begin service, prior to the date of full execution of the VDSS subaward agreement with the subrecipient.
4. Pre-award costs, where authorized, are allowed after receiving written approval from AmeriCorps. Under 2 CFR Part 200.458, pre-award costs are those costs incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Member costs are unallowable pre-award costs. The Commission will provide subrecipients the opportunity to request approval of pre-award costs post-award; no action is required at the time of application to request pre-award costs.

**E. Cash Match Replacement for Planning Grants and Operational Programs**

For Program Year 2023-2024 only, the Commission will make supplemental federal American Rescue Plan funds available for cash match replacement for planning grants and operational programs. Cash

match replacement is the amount of ARP funds awarded to an applicant to replace a portion of the required grantee share costs in the proposed budget (See Program Requirements - Match or Grantee Share Requirements). Funding parameters for cash match replacement are the following:

1. The amount of cash match replacement, when added to the CNCS Share of the applicant's budget, cannot exceed the maximum cost per MSY of \$28,800.
2. **Because the amount of cash match replacement that can be awarded by the Commission is unknown at the time of application development, applicants must budget and demonstrate compliance with grantee share requirements in the budget, including identifying proposed and secured sources of grantee share in the Source of Funds table of the budget narrative.**
3. Applicants cannot presume a minimum amount of cash match replacement, therefore the proposed program must be scoped and budgeted accordingly.
4. The Commission reserves the right to adjust cash match replacement for applicants requesting alternative match schedules (AMS) or match waivers from AmeriCorps and the discretion to alter the methodology in the best interests of the Formula portfolio.

Cash match replacement will be awarded in order from top scoring "New" applications to lower scoring "New" applications. Remaining funds in the cash match replacement pool are then awarded in order from top scoring "Continuation" applications to lower scoring "Continuation" applications.

The following award methodology will be applied:

**Tier 1. New Applications- Not to exceed the maximum cost per MSY of \$28,800**

Qualified, competitively scored applications proposing "New" planning grants or operational programs (those not awarded in the current 2022-2023 Formula, Competitive, or PHA portfolios) will receive cash match replacement for the lesser of the required Year 1 match level of twenty four percent (24%), or \$150,000. The replacement amount is calculated "net" after any in-kind contributions in the proposed budget, if applicable, are deducted and the Corporation Fixed Percentage method is applied to administrative costs where ten percent (10%) grantee share of total program operating costs is automatically credited to the budget.

**Tier 2. Continuation Applications- Not to exceed the maximum cost per MSY of \$28,800**

Based on funding availability, remaining funds are awarded in five percent (5%) increments in order of score for competitively scored Continuation applications until the pool is exhausted. The award increments cannot exceed the program's required statutory match level, or approved alternative match schedule, based on years funded by AmeriCorps.

## **F. Program Requirements**

To gain a full understanding of AmeriCorps program requirements in order to appropriately respond to this RFA, all applicants must thoroughly review the Fiscal Year (FY) 2023 AmeriCorps State and National Grants Notice of Funding Opportunity (NOFO) (Appendix I), 2023 AmeriCorps State & National Mandatory Supplemental Information (Appendix II), 2023 Application Instructions (Appendix III), and the 2023 Performance Measures Instructions (Appendix IV).

AmeriCorps subawards issued by VDSS must adhere to federal requirements including:

1. AmeriCorps regulations at [45 CFR §§ 2520-2550](#).
2. AmeriCorps General Terms and Conditions and Program Specific Terms and Conditions. These Terms and Conditions contain detailed, mandatory compliance and reporting requirements. Current versions of the AmeriCorps General and Program Specific Terms and Conditions are available on the [AmeriCorps Manage Your Grant](#) webpage.
3. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards available online at: [eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)

Though not an exhaustive list, the following are key requirements for applying and administering a compliant AmeriCorps program:

a. Minimum Member Service Year / Member Request

Under this RFA, the Virginia Service Commission recommends that applicants request a minimum of ten (10) Member Service Year (MSY) AND at least ten (10) members. One (1) MSY is equivalent to 1700 service hours, which is a full-time AmeriCorps position. The types of member slots available are: Full-time, Three Quarter-time, Half-time, Reduced halftime, Quarter time, Minimum Time, and Abbreviated Time. The Commission reserves the right to negotiate the number of requested members and Member Service Year (MSY) during the negotiations phase.

b. Maximum Cost per Member Service Year (MSY)

The maximum amount an applicant may request from AmeriCorps per MSY is determined on an annual basis. **Under this RFA, the maximum cost per Member Service Year is \$28,800.** The applicant's cost per MSY is determined by dividing the AmeriCorps (CNCS) share of budgeted grant costs by the number of MSY requested. MSY does not include childcare or the value of the education award a member may earn.

c. Member Living Allowances

A living allowance is not considered a salary or a wage. Programs are not required to provide a living allowance for members serving in less than full-time terms of service. If a program chooses to provide a living allowance to a less than full-time member, it must comply with the maximum limits in the table below. Applicants should carefully consider the living allowance amounts proposed to promote and aid in member recruitment and retention. One (1) factor to consider is the geographic region's cost of living where members will serve and average member allowances levels. Living allowance rates for programs with various service terms should be logical based on the pro-rata share of hours to be served (e.g., a half-time service term living allowance is 50% of the full-time living allowance). Living allowances for all MSY requested must be included in the proposed budget as either AmeriCorps or grantee share.

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## Minimum and Maximum Living Allowances

<b>Service Term</b>	<b>Minimum # of Hours</b>	<b>Minimum Living Allowance</b>	<b>Maximum Total Living Allowance</b>
Full-time	1,700	\$17,600	\$35,200
Three Quarter-time	1,200	n/a	\$24,640
Half-time	900	n/a	\$17,600
Reduced Half-time	675	n/a	\$13,376
Quarter-time	450	n/a	\$9,152
Minimum-time	300	n/a	\$7,392
Abbreviated-time	100	n/a	\$2,112

### d. Member Incentives

Programs may consider member incentives as a way to recruit and retain members. Incentives must be allowable under 2 CFR Part 200 and should be applied consistently. A benefit such as housing, however, could be provided at the site level (see below). Some examples of member incentives:

- i. As part of a program design, programs can plan to pay returning members a higher living allowance to retain them for another term. In these cases, the member must have additional responsibilities, such as training or leadership roles.
- ii. Programs can design retention/completion incentives to be paid to the members after they have completed their term.
- iii. Programs may provide housing-related benefits. Housing or a housing stipend can be provided, with limitations. If housing is not offered to all members, the program must provide the rationale as to why one (1) site provides housing to members, while others did not.
- iv. Programs may also offer additional professional development, beyond regular training, to members. Professional certificates or other professional development can be a great way to recruit and retain members.
- v. Member benefits such as mass transit passes, free or reduced cost access to gyms or local bike rentals.

### e. Match or Grantee Share Requirements

Applicants for planning grants and operational programs are required to match funds based on the number of AmeriCorps funding years completed. For example, a first-time successful applicant is required to match at twenty four percent (24%) for the first three (3) year funding period. Starting with year four (4), the match requirement gradually increases every year to fifty percent (50%) by year ten (10), according to the minimum overall share chart found in 45 CFR §2521.60 and below.

AmeriCorps Funding Year	1, 2, 3	4	5	6	7	8	9	10+
Grantee Share Requirements	24%	26%	30%	34%	38%	42%	46%	50%

Applicants must demonstrate the ability to meet the match requirement at the time of application submission. The applicant's match can be federal or non-federal cash and/or in-kind contributions. Federal cash match is allowable and accepted by AmeriCorps with the written approval of the providing agency. Section 121(e)(5) of NCSA (42 U.S.C. 12571(e)) requires programs that use other federal funds as match for an AmeriCorps grant to report the amount and source of these funds to AmeriCorps on a Federal Financial Report. AmeriCorps grantees must track and be prepared to report on that match separately each year and at closeout.

f. Alternative Match Schedule (AMS) & Match Waiver Request

AmeriCorps does not provide all of the funds necessary to operate the program, therefore organizations must raise the additional revenue required. Under certain circumstances with Commission prior approval, an applicant may request to qualify to meet an Alternative Match Schedule (AMS) from AmeriCorps. In extreme circumstances, also with Commission approval, an applicant may request a match waiver where it must demonstrate hardship in order to waive the required match in a given year or years. Please consult [Manage Your Grant](#) on the AmeriCorps website for qualifications and instructions on alternative match schedule and individual match waiver requirements. Applicants requesting an alternative match schedule must complete the AMS Request Form (Attachment O) and submit it with the application for Commission consideration and forwarding to AmeriCorps for formal approval. Incomplete requests or those with insufficient evidence to support the request will not be reviewed or forwarded to AmeriCorps for consideration. **Applicants must show the required grantee share (meet the match requirement) in the application budget at the time of submission- regardless of a pending AMS or match waiver request.**

g. AmeriCorps State and National Performance Measures Instructions (Appendix IV)

All applications must include at least one (1) aligned performance measure (output paired with outcome) that corresponds to the proposed primary intervention. This may be a National Performance Measure, or an applicant determined measure depending on the program's theory of change. Applications may also include National Performance Measure outputs without associated outcome(s) provided that the output measures a significant program activity. These output-only measures do not fulfill the requirement for an aligned performance measure but may be selected in addition to the aligned measure(s). All performance measures must reflect significant program activities whose outputs and outcomes are consistent with the applicant's core theory of change. Applicants are not expected to have performance measures for every program activity. AmeriCorps does not require applicants to use National Performance Measures but expects them to do so if National Performance Measures reflect key outputs and/or outcomes of the theory of change.

h. National Service Criminal History Check Requirements

The National Service Criminal History Check (NSCHC) is a specific screening procedure established by law to protect the beneficiaries of national service. The law requires grantees to conduct and document NSCHCs on persons (including award-funded staff, national service participants, or volunteers) receiving a salary, living allowance, stipend, or education award through a program receiving AmeriCorps funds. This includes staff that receive part of their salary through a subgrant. An individual is ineligible to work or serve in a position that receives such AmeriCorps funding if the individual is registered, or required to be registered, on a sex offender registry or has been convicted of murder. The cost of conducting NSCHCs is an allowable expense under the AmeriCorps share of the award. Applicants must utilize the two (2) vendors that

AmeriCorps has engaged to conduct the required NSCHCs. Failure to conduct an NSCHC may result in significant disallowed costs. Unless AmeriCorps has provided a grant recipient with a written exemption or written approval of an alternative search procedure, recipients must perform the following checks:

All staff, participants, and volunteers in covered positions must undergo NSCHCs that include:

- i. A nationwide name-based search of the National Sex Offender Public Website (NSOPW) using Truescreen;
- ii. A name-based search of the statewide criminal history registry in the person’s state of residence, if outside of Virginia and available in Truescreen, using Truescreen; and
- iii. A fingerprint-based FBI criminal history check using Fieldprint.
- iv. The Virginia Service Commission requires that all covered individuals receive:
  - (a) NSOPW and applicable out of state checks conducted through Truescreen.
  - (b) Truescreen is a vendor approved by AmeriCorps to provide NSOPW and state criminal history checks; research source-level documentation when needed; make adjudication recommendations to applicants; facilitate compliance with the Fair Credit Reporting Act (FCRA), including pre-adverse and adverse action notices; provide time records of relevant compliance steps like adjudication; and maintain records. All AmeriCorps applicants may use Truescreen. Service to AmeriCorps applicants began in November 2018 and can be accessed here: <https://applicationstation.truescreen.com>, using the AmeriCorps specific agreement code: CNCS Agreement.
  - (c) A fingerprint-based FBI check through Fieldprint.
  - (d) Applicants must establish accounts through Fieldprint’s AmeriCorps specific webpage: [www.fieldprintcnscs.com](http://www.fieldprintcnscs.com). Fieldprint can provide FBI checks on individuals that have applied to work or serve in positions that receive an education award from AmeriCorps or an AmeriCorps grant-funded living allowance, stipend, or salary.
  - (e) In addition, AmeriCorps and VSC shall consider a Truescreen NSOPW check and a Fieldprint FBI fingerprint-based check to constitute a compliant check for Virginia. The Virginia state check is not required to meet AmeriCorps requirements for Virginia if a grantee obtains an NSOPW check from Truescreen, obtains any required out-of-state state checks that are available from Truescreen, and conducts a fingerprint-based FBI check.
- i. Virginia Service Commission Training and Event Requirements

Programs are required to host events and participate in events and trainings offered by the Virginia Service Commission. Some events may be virtual. The following is a list of events where attendance or participation by members and/or program and fiscal staff is mandatory.

Program Directors Training*	Summer 2023
9/11 National Day of Service and Remembrance	September 11, 2023
Program Year Launch	October 2023

**\*Funds for travel by staff to Richmond, Virginia for two (2) nights lodging with mileage and per diem must be reflected in the budget under Staff Travel.**

j. Unallowable Activities- Member Prohibited Activities

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or AmeriCorps, staff and members may not engage in the following activities (see 45 CFR § 2520.65):

- i. Attempting to influence legislation;
- ii. Organizing or engaging in protests, petitions, boycotts, or strikes;
- iii. Assisting, promoting, or deterring union organizing;
- iv. Impairing existing contracts for services or collective bargaining agreements;
- v. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- vi. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- vii. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- viii. Providing a direct benefit to—
  - (a) a business organized for profit;
  - (b) a labor union;
  - (c) a partisan political organization;
  - (d) a nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
  - (e) an organization engaged in the religious activities described in paragraph C. 7. above, unless AmeriCorps assistance is not used to support those religious activities;

- ix. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
- x. Providing abortion services or referrals for receipt of such services; and
- xi. Such other activities as AmeriCorps may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one (1) of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their own initiative, on non-AmeriCorps time, and using non-AmeriCorps funds.

### III. APPLICANT ELIGIBILITY INFORMATION

#### A. Eligible Applicants

Entities eligible to submit applications are non-federal entities (as defined in 2 CFR §200.69):

1. Indian Tribes (2 CFR §200.54)
2. Institutions of Higher Education (2 CFR §200.55)
3. Local governments (2 CFR §200.64)
4. Nonprofit organizations (2 CFR §200.70)
5. States (2 CFR §200.90)

#### B. System for Award Management (SAM) Registration

All applicants must register with the SAM at <https://www.sam.gov/SAM/> and maintain an active SAM registration until the application process is complete. If an applicant is awarded a grant, it must maintain an active SAM registration throughout the life of the award. See the [SAM Quick Guide for Grantees](#). SAM registration must be renewed annually. **AmeriCorps suggests that applicants finalize a new registration or renew an existing one (1) at least three (3) weeks before the application deadline, to allow time to resolve any issues that may arise.** Applicants must use their SAM-registered legal name and physical address on all grant applications to AmeriCorps.

#### C. Unique Entity Identifier (UEI)

The Federal government has implemented the Unique Entity Identifier (UEI) as part of the SAM registration process to replace DUNS numbers. The UEI is a required field on the Application for Federal Assistance. See Section D.3 of Appendix I – FY 2023 AmeriCorps Notice of Funding Opportunity for more details. Please check your entity's SAM.gov registration and compare the name and physical address with your entity's name and address in eGrants. If there is misalignment, please make changes in eGrants before your organization submits an application to AmeriCorps. **The legal applicant's name and physical address in eGrants must match exactly the applicant's SAM-registered information.**

**D. Other Eligibility Requirements**

Under Section 132A(b) of the National and Community Service Act of 1990, as amended:

1. Organizations that have been convicted of a federal crime may not receive assistance described in this Notice.
2. Applications that propose to engage in activities that are prohibited under AmeriCorps’ statutes, regulations, or the terms and conditions of its awards are not eligible to receive AmeriCorps funding.
3. If AmeriCorps is aware that any corporation has any unpaid federal tax liability –
  - a. that has been assessed;
  - b. for which all judicial and administrative remedies have been exhausted or have lapsed; and
  - c. that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability – that corporation is not eligible for an award under this Notice. However, this exclusion will not apply to a corporation which a federal agency has considered for suspension or debarment and has made a determination that suspension or debarment is not necessary to protect the interests of the federal government.
4. Pursuant to the Lobbying Disclosure Act of 1995, an organization described in the Internal Revenue Code of 1986, 26 U.S.C. 501 (c) (4) that engages in lobbying activities is not eligible to apply of AmeriCorps funding.

**IV. APPLICATION SUBMISSION INFORMATION**

Application Date and Time of Submittals: In order to be considered for selection, applicants must submit a complete response to this RFA in eGrants and to VDSS no later than 11:59 PM EST on March 7, 2023.

*Request for Applications (RFA) and Subaward Schedule (subject to change)\**

AmeriCorps Releases NOFO	August 8, 2022
VDSS Releases RFA	January 31, 2023
Optional Pre-Application Teleconference	February 10, 2023: 10:30 am -12:30 pm
Deadline for Applications to VDSS (Submission in eGrants <u>and</u> submission to VDSS)	March 7, 2023
Application Review Panel scores applications and convenes for consensus scoring and makes funding recommendations	March 30-31, 2023
VDSS negotiations and technical enhancements in eGrants with successful applicants (VDSS Procurement with VSC Staff)	April- May 2023

Deadline for VDSS Application Package to AmeriCorps	May 17, 2023
AmeriCorps Award Notifications	July 2023
VDSS Initiates Subaward Process	July 2023
Subaward Performance Period Begins	To be determined by program start date and fully executed subaward agreement with VDSS

### A. Application Preparation Instructions

1. Electronic Submission of Applications: **All applicants shall only submit their applications electronically through the AmeriCorps web-based system – eGrants.**

It is recommended that applicants create an eGrants account and begin the application development process as soon as possible before the deadline.

\*New applicants must establish an eGrants account by accessing this link: <https://egrants.cns.gov/espan/main/login.jsp> and selecting “Don’t have an eGrants account? Create an account.”

Once created, applicants must select **Grant Appl ID #23AC253645** to start the sub-application in eGrants.

2. For E-Grants Hotline & Troubleshooting: Contact 1-800-942-2677
3. Applications shall be submitted in eGrants by an authorized representative of the applicant. An authorized representative is an individual that is authorized by the governing body of the organization to enter into the legal agreements on behalf of the organization.
4. All information requested must be submitted. Failure to submit all information requested may result in the VDSS requiring prompt submission of missing information and/or giving a lowered evaluation of the application. Applications which are substantially incomplete or lack key information may be rejected by VDSS. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
5. Applications should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFA. Emphasis should be placed on completeness and clarity of content. Applicants must comply with the page limits described in detail on Page 11 of the AmeriCorps NOFO. It is recommended that applicants draft an application as a Word document and copy and paste the document into the appropriate eGrants fields no later than ten (10) days before the deadline. Please note the length of a document in word processing software may be different than what will print out in eGrants. Following the deadline for submissions, VDSS will review each application to determine if it meets the minimum criteria for consideration.
6. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFA shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an applicant shall not be subject to public disclosure under the Virginia Freedom of Information Act;

however, the applicant must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. The classification of an entire application document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and can result in rejection of the application. If, after being given reasonable time, the applicant refuses to withdraw an entire classification designation, the application will be rejected.

7. After submission of your application in eGrants, all applicants must send an email to: [americorpsinfo@dss.virginia.gov](mailto:americorpsinfo@dss.virginia.gov) with a copy of the completion notice screenshot from e-Grants and the required VDSS documents outlined in Section V. Application Format, Content and Required Forms. The subject line of the email should be the name of the applicant organization and the word “screenshot.”

## **B. Deadline for Questions Concerning Application Requirements and Documents**

Questions concerning RFA specifications or other application documents must be addressed to the Contracting Officer, in writing via email, no later than close of business on February 28, 2023. Any revisions to the solicitation will be made only by addendum issued by the contract officer.

Contract Officer: Brenda Wilson

Email: [brenda.wilson@dss.virginia.gov](mailto:brenda.wilson@dss.virginia.gov)

## **V. APPLICATION FORMAT, CONTENT, AND REQUIRED FORMS**

The following is an overview of the required components of the application to be completed in eGrants, and the related attachments to be sent separately to VDSS via email to: [americorpsinfo@dss.virginia.gov](mailto:americorpsinfo@dss.virginia.gov).

The eGrants application submission shall consist of the following components required by AmeriCorps. Make sure to complete each section.

*Additional instructions for how to access a “Continuation Request” for Continuation applicants are found on page 12 of the Application Instructions (Appendix III).*

*Continuation applicants will use their current application to apply for a new program year, however, will utilize the instructions to complete the narratives and relevant sections of the application starting on page 5, Section II. in the Application Instructions (Appendix III) to include the below instructions for every application.*

### **A. Applicant Info**

Information entered in the Applicant Info and Budget sections will automatically populate the Application for Federal Assistance (SF- 424) face sheet.

1. If your organization is a current subrecipient applying for an award in 2023 - 2024, select Continuation/Renewal.



2. If your organization is applying for the first time or does not have a current operational award, select New.
3. If your organization is a current planning grantee applying for an implementation grant, select New.

Enter or update the requested information in the fields that appear. The contact person must be the person who can answer questions about the application.

## **B. Application Info**

In the Application Info Section enter:

1. Areas affected by your proposed program. Please include the two (2) letter abbreviation with both letters capitalized for each state where your organization plans to operate. Separate each two (2) letter abbreviation with a comma. For city or county information please follow each one (1) with the two (2) letter capitalized state abbreviation.
2. Requested project period start and end dates. The length of the project period can be no more than 12 months, and, for Continuation applicants, there can be no overlap with the prior project period in eGrants.
3. The Application is Subject to Review by State Executive Order 12372 Process: This is pre-filled as “No, this is not applicable.”
4. Indicate Yes or No if your organization is delinquent on any federal debt. If yes, provide an explanation.
5. State Application Identified: Enter N/A

## **C. Narratives**

In eGrants, enter text for:

1. Executive Summary
2. Program Design
3. Organizational Capacity
4. Cost Effectiveness and Budget Adequacy

## **D. Logic Model**

Complete the logic model using the guidance provided in the RFA. To begin entering your organization’s logic model, from the eGrants application page select “Logic Model” in the left side navigation menu.

## **E. Performance Measures**

All applicants must submit performance measures using the guidance provided in the RFA. See Application Instructions for instructions for entering performance measures and see the National

Performance Measures Instructions for details about the number and type of performance measures required.

## **F. Program Information**

Applicants should only check the boxes for those characteristics that represent a significant part of the program. Check any priority area(s) that apply to the proposed program. Only select Priorities that represent a significant part of the program focus, high quality program design, and outcomes.

## **G. Documents**

In addition to the application submitted in eGrants, each applicant is required to provide their evaluation (if applicable), labor union concurrence (if applicable), other required documents listed in the Notice (if applicable), and an explanation of federal debt delinquency (if applicable), as part of the application.

## **H. Budget**

All applicants must submit a budget narrative using the guidance provided in the RFA.

## **I. Funding/Demographics**

In the Funding/Demographics Section enter:

1. Other Revenue funds
2. Number of Volunteers Generated by AmeriCorps members

## **J. Review**

eGrants requires that each applicant review and verify their entire application before submitting by completing the following sequence of steps:

1. Review
2. Authorize
3. Assurances
4. Certifications
5. Verify
6. Submit- Status will say "Submitted to 424 Prime"

## **K. Authorize and Submit**

Upon completion of the application in eGrants, all applicants must submit via email to [americorpsinfo@dss.virginia.gov](mailto:americorpsinfo@dss.virginia.gov) a screenshot of the completion notice in eGrants and the following required VDSS documents. The subject line of the email should be the name of the applicant's organization and the word "screenshot".

All New and Continuation applicants (except where otherwise noted) must complete, save individually and send the following documents as PDF attachments (except where otherwise noted) to [americorpsinfo@dss.virginia.gov](mailto:americorpsinfo@dss.virginia.gov) by the application deadline.

1. RFA Addenda issued in eVA, if applicable
2. Certification of Organization Authorization (Attachment A)
3. Certification of Availability of Matching Funds (Attachment B)
4. Certification of Approval of Use of Federal Funds (Attachment C)
5. Certification Regarding Lobbying Form (Attachment D)
6. FFATA Form (Attachment E)
7. Assurances for Non-Construction Programs (SF-424B) (Attachment F)
8. Commonwealth of VA Substitute Form W9 (no other W9 Form will be accepted) (Attachment G)
9. State Corporation Commission Form (Attachment H)
10. Electronic Data Interchange Form (Attachment I)
11. Organizational Capacity Assessment Questionnaire (Attachment J)
12. Proprietary/Confidential Information Identification (Attachment K)
13. Operational and Financial Management Survey (OFMS) (Attachment L) The OFMS form must be submitted as a Word document. Forms submitted as a PDF or any other document format will not be accepted.
14. Step by Step Vendor Registration Instructions (Attachment M)
15. Alternative Match Schedule Request Form, if applicable only (Attachment N)
16. Past Performance Mitigation Plan for Continuation Applicants Only (Attachment O)
17. Copy of applicant's most recent audit, review or compilation completed by an independent auditor. If applicant does not meet the single audit threshold, year-end financial statements must be submitted.
18. Labor union concurrence (if applicable)
19. In addition, for new non-profit applicants only:
  - a. 501(c)(3) Status: Certification from the IRS
  - b. IRS Form 990 with schedules for the most recently completed fiscal year
  - c. Letter from the executive, finance director, or treasurer (with signature) indicating that the

organization understands that this is a reimbursable grant, and that the applicant has sufficient funds available to cover three (3) months of expenses prior to reimbursement.

## VI. APPLICATION REVIEW INFORMATION

### A. Risk Assessment of Applicants

A risk assessment evaluation of each applicant organization will be performed prior to proceeding to a panel review where the quality of applications is evaluated. The applicant organization will receive a rating of Acceptable Risk/ Pass or Unacceptable Risk/ Fail. **An applicant organization must receive an Acceptable Risk/ Pass level determination in order for their application to be scored under the Application Evaluation Criteria.**

In evaluating risks, the Commission will review the documentation required with the application to determine whether sufficient fiduciary responsibility is exercised by a board or oversight body, capacity exists to meet the financial management and administrative standards outlined in 2 CFR Part 200 OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards and, if a prior or existing AmeriCorps subgrantee, satisfactory results of past compliance reviews.

If the Commission determines that an award will be made to an applicant with assessed risks, special conditions that correspond to the degree of assessed risk may be applied to the award. The Commission may be asked to submit this assessment to AmeriCorps for further evaluation. The results of risk assessments may be shared with the applicant organization following the award process, if requested.

#### 1. Pass/Fail Criteria

- a. Presence of an active board of directors or oversight governance body with an organizational structure supported by executive and financial personnel.
- b. Audited financial statements within the past two (2) fiscal years or, at a minimum, an annual review of financial statements in conformance with Statements on Standards for Accounting and Review Services (SSARS) performed by an independent auditor.

#### 2. Acceptable Risk / Pass

Number and severity of risks within the organization are minimal; risks are present in areas which are likely to respond to enhanced training and technical assistance; risks can be properly mitigated by additional conditions on the subaward and without undue burden placed on VSC staff; risks do not place the AmeriCorps State portfolio and VDSS at high-risk for cost disallowances and Office of Inspector General (OIG) audits.

#### 3. Unacceptable Risk / Fail

Multiple areas of risk and/or risks with a high level of severity are present within the organization; risks cannot be reasonably mitigated through enhanced training and technical assistance or by placing additional conditions on the subaward; the level of risk places an undue burden on VSC staff; risks place the AmeriCorps State portfolio and VDSS at high-risk for cost disallowances and Office of Inspector General (OIG) audits.

## B. Review and Selection Process

Step 1: An initial review for adherence to the guidelines of the application will be completed and applications failing to provide the required information may be removed from consideration.

Step 2: A pre-award risk assessment will be performed of each applicant organization.

Step 3: Complete applications from eligible organizations meeting the Acceptable Risk/ Pass criterion from the risk assessment will be read, scored, and ranked using the respective planning grant or operational grant evaluation criteria by an application review panel made up of program stakeholders convened by VDSS Procurement. The panel will recommend “Fund,” “Do not Fund” or “Fund with Reservations.”

Step 4: “Fund” or “Fund with Reservations” applicants will be contacted by VDSS Procurement to initiate the negotiation phase. Negotiations will be conducted in writing, but virtual conferencing may also be requested by the applicant or VDSS Procurement. In collaboration with Commission staff, applicants may be asked to adjust the scope or funding request, respond to clarifying questions, submit outstanding or additional documentation, and initiate enhancements or corrections to the application and/or budget narratives in eGrants. **The Commission reserves the right to negotiate the scope, number of requested members and Member Service Year (MSY), and funding levels with successful applicants. Prior to the Commission submission to AmeriCorps, applicants shall formally withdraw their applications from consideration, should negotiations not result in a mutually agreeable resolution.**

Step 5: Complete and final applications meeting AmeriCorps and eGrants requirements will be collectively submitted in one (1) Formula application package in eGrants to AmeriCorps by the agency’s established deadline.

Step 6: AmeriCorps approves the Formula submission following a due diligence review and communication with the Commission regarding any application clarifications needed. VDSS cannot issue a Notice of Award until AmeriCorps provides its formal approval.

## VII. EVALUATION

### A. Planning Grant Applications

The purpose of a planning grant is to give eligible organizations and their partners the resources, technical assistance, and support over a 12-month period to develop the framework for an AmeriCorps operational program that would be proposed for funding in a subsequent Request for Applications. Awards will be no greater than \$75,000. Planning grants do not support AmeriCorps members in national service therefore cost per MSY does not apply. Match requirements totaling twenty four percent (24%) apply to planning grants.

Throughout the planning grant, the organization’s lead planner and team members must participate in Commission training about specific aspects of program planning. The organization must also commit to completing critical tasks between training events.

1. The Virginia Service Commission will offer trainings that cover:
  - a. AmeriCorps program design
  - b. Developing a plan for member service and activities
  - c. Crafting a compliant program budget
  - d. Evaluation and performance measurement
  - e. Training and member support development
  - f. Program policies and procedures to support your program
2. During the one (1) year grant period, the grantee will devote personnel or contract support to training and completing tasks that:
  - a. Define the critical issue affecting their target community;
  - b. Research and identify an evidence-based service response to the issue that can be implemented by AmeriCorps members;
  - c. Establish effective partnerships to reach the community beneficiaries and acquire needed human, financial, and other resources;
  - d. Develop the systems and procedures required to recruit, select, onboard, supervise, evaluate, train, and document accomplishments of both AmeriCorps members and community volunteers;
  - e. Develop data collection systems that will be used for reporting, learning, and continuous improvement; and
  - f. Prepare to integrate AmeriCorps financial management requirements into agency policies and procedures.
3. **Planning Grant** Evaluation Criteria

The Planning Grant proposal should address the following elements in a strong, competitive manner. The following scoring rubric will be applied to all Planning Grant applications ONLY.

~ Continued Next Page ~

<b>Item</b>	<b>Categories/Subcategories</b>	<b>Total Points</b>	
a.	Executive Summary	0	
b.	Program Design	55	
	Subcategories:		Sub Points
	i. Need		25
	ii. Program Model		20
	iii. Planning Process		10
c.	Organizational Capacity	20	
d.	Cost Effectiveness and Budget Adequacy	25	
	MAXIMUM SCORE	100	

a. Executive Summary (Required – 0)

In one (1) paragraph, provide a brief summary that includes a synopsis of the program design, focus area, communities to be served, the principal activities to be undertaken during the planning grant performance period, and the funding amount requested.

b. Program Design (55 points)

Total points will be calculated based on the following three (3) subcategories:

i. Need (25 points)

- (a.) Describe the community need you plan to address with your AmeriCorps program and provide evidence substantiating need.
- (b.) Describe why a planning grant would help prepare your organization in addressing the need and what you hope to achieve during the one (1) year planning grant performance period.

ii. Program Model (20 points)

- (a.) Explain how AmeriCorps members are a highly effective means to solve the community need or problem.
- (b.) Describe the activities in which the applicant’s organization proposes to engage AmeriCorps members and how those activities connect to the identified community need(s).
- (c.) Describe where the organization expects AmeriCorps members to serve, as well as how AmeriCorps members would be supervised.
- (d.) Provide an estimate of how many AmeriCorps members the applicant’s organization program would support and whether they would serve on a full-time or part-time basis.

- (e.) Explain how AmeriCorps members in on addressing an unmet need and not duplicate or displace any current staff, volunteers, or other services.

iii. Planning Process (10 points)

Provide a description of the applicant's organization planning process for planning activities and a schedule for completion. Deliverables should be selected that can be reasonably achieved within ten (10) months of the performance period. Once awarded, VSC staff will work with the subrecipient to craft a detailed scope of work. Your proposed planning process will include activities in addition to attending the training described above; some examples of planning activities include:

- (a.) Identifying or developing an evidence-based program model.
- (b.) Completing a needs assessment to further define program activities
- (c.) Defining appropriate AmeriCorps member activities to address the identified community need.
- (d.) Defining the desired characteristics of AmeriCorps members and developing a recruitment strategy.
- (e.) Developing a performance measurement system to ensure that reliable data is gathered to demonstrate impact on the communities to be served.
- (f.) Creating a process for selecting operating and host sites (if applicable) to ensure the most appropriate and capable organizations are selected.
- (g.) Seeking the training and technical assistance needed in order to plan and manage an effective, compliant AmeriCorps program identifying existing staff or contractual personnel to assist with the planning process.

c. Organizational Capacity (20 points)

Describe the organization's ability to successfully plan an AmeriCorps program, including but not limited to:

- i. Primary and secondary contacts for the grant application and their current role and experience.
- ii. The amount of time staff member(s) intends on supporting the program during the planning grant.
- iii. Prior experience administering federal funds.
- iv. Prior experience in the proposed area of programming.
- v. The management and staff structure and the roles the board of directors, administrators, and staff play in the planning process.



- vi. Identify any existing partners and plans to engage community members and partner organizations in the planning process.
- d. Cost Effectiveness and Budget Adequacy (25 points)
    - i. Cost Effectiveness and Budget Adequacy will be assessed based on the budget submitted and should demonstrate:
      - (a.) Required match with the amounts and sources of match secured to date, and any plans to secure additional match by the project start date, are identified.
      - (b.) Plans to develop a cost-effective program, including the development of diverse resources to support program implementation and sustainability.
      - (c.) Adequacy to support the planning process and deliverables.
    - ii. Costs are allowable, reasonable, and allocable and are shown as calculations with no mathematical errors.
    - iii. Funds may support activities and related costs directly tied to AmeriCorps program planning and development and achievement of planning grant deliverables. Allowable activities include, but are not limited to:
      - (a.) Staff or consultant(s) to facilitate project planning and provide training and technical assistance aimed at improving the applicant's organization's ability to implement an AmeriCorps program effectively;
      - (b.) Assessing and analyzing community needs-related information to identify specific gaps or needs that can be addressed through AmeriCorps;
      - (c.) Researching appropriate evidence-based interventions to inform service activities to be performed by AmeriCorps members;
      - (d.) Developing a program Theory of Change and logic model;
      - (e.) Outreach and establishment of community partnerships to support the planning and implementation of the AmeriCorps program;
      - (f.) Partnership planning meetings;
      - (g.) Developing plans for member recruitment, selection, placement, training, and supervision; managing and supporting program site partners; plans and systems for ensuring grant compliance and accountability;
      - (h.) Travel to training and technical assistance sessions provided by VSC and existing Virginia AmeriCorps programs or other community-based programs with similar models.

## B. Operational Grant Applications Evaluation Criteria

The operational grant proposal should address the following elements in a strong, competitive manner. The following scoring rubric will be applied to all operational grant applications ONLY.

Item	Categories/Subcategories	Total Points	
a.	Executive Summary	0	
b.	Program Design	40	
	Subcategories: Sub Points		
	i. Theory of Change and Logic Model		20
	ii. Evidence Base		5
	iii. Member Experience		15
c.	Organizational Capacity	40	
	Subcategories: Sub Points		
	i. Organizational Background and Staffing		15
	ii. Compliance and Accountability		10
	iii. Member Supervision		15
d.	Cost Effectiveness and Budget Adequacy	20	
e.	Past Performance Results	*	
	May receive a deduction of up to 15 points		
	Subcategories: Sub Points		
	i. Exceeded Eight (8) Day Member Enrollment		-2
	ii. 100% Enrollment Rate not Met		-2
	iii. 85% Retention Rate not Met		-2
	iv. Performance Measures not Met		-2
	v. 30 Day Member Exit		-2
vi. 10%+ of allotted Funding Remained Unexpended	-5		
MAXIMUM SCORE		100	

\* Programs that are in Continuation with operational performance in program year 2021-2022 may receive a deduction of up to 15 points based on the following performance indicators:

a. Executive Summary (0 points)

Please fill in the blanks of these sentences to complete the Executive Summary. **Do not deviate from the template below.**

*The [Name of the organization] will have [Number of] AmeriCorps members who will [service activities the members will be doing] in [the locations the AmeriCorps members will serve]. At the end of the first program year, the AmeriCorps members will be responsible for [anticipated outcome of project]. In addition, the AmeriCorps members will leverage [number of leveraged volunteers, if applicable] who will be engaged in [what the leveraged volunteers will be doing.] The AmeriCorps investment will be matched with \$[amount of projected match], \$[amount of*

*local, state, and Federal Funds] in public funding and \$[amount of non-governmental funds] in private funding.*

b. Program Design (40 points)

Total points will be calculated based on the following three (3) subcategories:

i. Theory of Change and Logic Model (20 points)

- (a.) The problem is prevalent and severe in communities where the program plans to serve and has been documented with relevant data.
- (b.) The proposed intervention is responsive to the identified community problem.
- (c.) The applicant's proposed intervention is clearly articulated including the design, dosage, target population, and roles of AmeriCorps members and (if applicable) leveraged volunteers.
- (d.) The applicant's intervention is likely to lead to the outcomes identified in the applicant's theory of change.
- (e.) The expected outcomes articulated in the application narrative and logic model represent meaningful progress in addressing the community problem identified by the applicant.
- (f.) The rationale for utilizing AmeriCorps members to deliver the intervention(s) is reasonable.
- (g.) The service role of AmeriCorps members will produce significant contributions to existing efforts to address the stated problem.
- (h.) The Logic Model shall depict:

The logic model is a visual representation of the applicant's theory of change. Programs should include short, medium or long-term outcomes in the logic model. Applicants are not required to measure all components of their theory of change. The applicant's performance measures should be consistent with the program's theory of change and should represent significant program activities.

- (i.) A summary of the community problem.
- (ii.) The inputs or resources that are necessary to deliver the intervention, including but not limited to:
- (iii.) Locations or sites in which members provide services
- (iv.) Number of AmeriCorps members who deliver the intervention

- (v.) The core activities that define the intervention or program model that members implement or deliver, including:
- (vi.) The duration of the intervention (e.g., the total number of weeks, sessions or months of the intervention)
- (vii.) The dosage of the intervention (e.g., the number of hours per session or sessions per week)
- (viii.) The target population for the intervention (e.g., disconnected youth, third graders at a certain reading proficiency level)
- (ix.) The measurable outputs result from delivering the intervention (i.e., number of beneficiaries served, types and number of activities conducted.) If applicable, identify which National Performance Measures used as output indicators.
- (x.) Outcomes that demonstrate changes in knowledge/skill, attitude, behavior, or condition that occur as a result of the intervention. If applicable, identify which National Performance Measure will be used as outcome indicators.

Rationales and justifications should be informed by the organization's performance data (e.g., program data observed over time that suggests targets are reasonable), relevant research (e.g., targets documented by organizations running similar programs with similar populations), or prior program evaluation findings.

Applicants with multiple interventions should complete one (1) Logic Model chart which incorporates each intervention. Logic model content that exceeds three (3) pages will not be reviewed.

ii. Evidence Base (5 points)

The base of the applicant's evidence and the extent to which it supports the proposed program design. Does the applicant's proposed program use relevant evidence, including past performance measure data and/or cited research studies, to inform their proposed program design?

- (a.) The described evidence is relatively recent, preferably from the last six (6) years; and
- (b.) The evidence described by the applicant indicates a meaningful positive effect on program beneficiaries.

iii. Member Experience (15 points)

- (a.) Overall, what will the member experience look like? Identify if AmeriCorps members will receive additional benefits.

- (b.) How will AmeriCorps members, as a result of their service, have opportunities to develop as leaders?
- (c.) How will AmeriCorps members gain skills, as a result of their training and service, that can be utilized and valued by future employers after their service term is completed?
- (d.) How do you plan to recruit AmeriCorps members from the geographic or demographic communities in which the programs operate?
- (e.) How will your program foster an inclusive service culture where different backgrounds, talents, and capabilities are welcomed and leveraged for learning and effective service delivery? This includes, but is not limited to, the following historically underserved, under-represented, and disadvantaged populations of:
  - (i.) Communities of color
  - (ii.) LGBTQI+ (Lesbian, Gay, Bisexual, Transgender, Queer, Questioning or Intersex) communities
  - (iii.) Individuals with varying degrees of English language proficiency
  - (iv.) Individuals with disabilities
  - (v.) Veterans and military family members as volunteers
- (f.) Does or will your organization and/or program have a diversity, equity, and inclusion council or similar mechanism that seeks to diversity its staff and board and create a supportive and safe environment as well ensure that its programming is culturally and community appropriate?

c. Organizational Capacity (40 points)

Total points will be calculated based on the following three (3) subcategories:

i. Organizational Background and Staffing (15 points)

The extent to which the narrative addresses the following:

- (a.) The organization details the roles, responsibilities, and structure of the staff that will be implementing, providing oversight, and monitoring the program.
- (b.) The organization has facilitated, partnered, or participated in educational or workforce development programs (i.e., pre-apprenticeship/registered apprenticeship, work experience and job training programs, etc.).
- (c.) The leadership and staff of the organization has the same lived experience as the beneficiary population and/or community being served.

(d.) The applicant's (organization or institution) definitions of diversity, equity, inclusion, and accessibility demonstrate the organization is engaged in related to diversity, equity, and inclusion. This can include the inclusion of diversity on the Board of Directors, agency staff and leadership, and/or volunteers.

ii. Compliance and Accountability (10 points)

(a.) What is your monitoring and oversight plan to prevent and detect noncompliance and enforce compliance with AmeriCorps rules and regulations, including those related to prohibited and unallowable activities and criminal history checks?

(b.) Please detail your organization's mechanism(s) in place to report, without delay, any suspected criminal activity, waste, fraud, and/or abuse to both the AmeriCorps Office of Inspector General and AmeriCorps and a plan for training staff and members on these reporting protocols?

(c.) Please describe the sufficient policies, procedures, and controls in place to prevent, detect, and mitigate the risk of fraud, waste, abuse, and mismanagement, such as appropriate segregation of duties, internal oversight activities, and measures to prevent timekeeping fraud, etc.

iii. Member Supervision (15 points)

(a.) AmeriCorps members who receive sufficient guidance and support from their supervisor to provide effective service.

(b.) AmeriCorps supervisors shall adequately trained/prepared to follow AmeriCorps and program regulations, priorities, and expectations.

Specifically, please address:

(i.) How will AmeriCorps members receive sufficient guidance and support from their supervisor to provide effective service?

(ii.) Please detail a supervision structure for members to include day-to-day oversight and comprehensive member management.

(iii.) How will you train AmeriCorps supervisors to adequately be prepared to follow AmeriCorps and program regulations, priorities, and expectations?

(iv.) How will you handle member complaints or grievances?

d. Cost Effectiveness and Budget Adequacy (20 points)

The proposed budget is sufficient to allow the organization to support AmeriCorps members in service. The budget demonstrates compliance with the detailed budget instructions beginning on Page 22 of the Application Instructions (Appendix III), applicable federal laws, regulations,

program terms and conditions, and the requirements outlined in the OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200).

The proposed budget contains:

- (a.) No mathematical errors and proposed costs that are allowable, reasonable, and allocable to the award.
- (b.) Adequate information, including formulas where necessary, to assess how each line item is calculated.
- (c.) Sufficient grantee share, or match, equal to the statutory requirement for the given program year, including a complete Source of Funds table showing the amount, source and type of non-AmeriCorps resources (in-kind and/or cash), and if the resources are “proposed” or “secured.”
- (d.) A cost per MSY equal to or less than the maximum cost per MSY of \$28,800.
- (e.) National Service Criminal History Checks adequately budgeted. Recommended at \$55.75 per member consisting of: Truescreen NSOPW @ \$7.50; Truescreen Out-of-state @ \$19.50+ (Depends on state) and Fieldprint FBI @ \$28.75. See Section II. F. Program Requirements 7. National Service Criminal History Check Requirements.
- (f.) Worker’s compensation coverage of \$50 per member under the Member Support Costs section. Coverage is required for all AmeriCorps Members regardless of slot type. Coverage is administered by the Commonwealth of Virginia through VDSS and is invoiced to subrecipients at the end of the program year.
- (g.) Administrative costs up to 5.26%, including indirect costs, and the commission fee identified and correctly calculated. Applicants with a federal negotiated indirect cost rate agreement (NICRA) must calculate administrative costs consistent with the Application Instructions. The 2% Virginia Service Commission Support Fee is equal to 40% of the administrative costs calculated. See Budget Tool for assistance with calculation.
- (h.) In this Cost Effectiveness and Budget Adequacy section, you must also indicate if your organization:
  - (i.) Is not requesting cash match replacement; Unless noted, the Commission will calculate your cash match replacement up to the maximum cost per MSY of \$28,800 and award based on the methodology under Section II E. Cash Match Replacement for Planning Grants and Operational Programs.
  - (ii.) Has an approved Alternative Match Schedule (Continuation) or is submitting an Alternative Match Schedule Request form (Attachment O) with the application.

**e. Past Performance Results for Continuation Applicants\* (Deductions up to 15 points)**

\*This does not apply to “New” programs who have not received AmeriCorps operational grant funding in the past five (5) years or current programs that have not completed a full year of prior performance as a planning or operational subgrantee in the Virginia Competitive or Formula portfolios.

Programs that are in Continuation with operational performance in program year 2021-2022 may receive a deduction of up to 15 points based on the following performance indicators:

Total points will be calculated based on the following six (6) subcategories:

- i. Eight (8) Day Member Enrollment: Member enrollments in the My AmeriCorps Portal exceeded eight (8) days after the start date of the member. (Two (2) points)
- ii. 100% Enrollment Rate: Did not achieve 100% enrollment. (Two (2) points)
- iii. 85% Retention Rate: Did not achieve 85% retention rate. (Two (2) points)
- iv. Performance Measures Met: No performance measures were met (output or outcome). (Two (2) points)
- v. 30 Day Member Exit: Did not achieve 100% 30 Day Member Exit in eGrants. (Two (2) points)
- vi. Expended Funds: More than ten (10%) of CNCS Share remained unexpended. (Five (5) points)

## VIII. REPORTING REQUIREMENTS

The subrecipient shall produce the following reports of financial and programmatic activities and services to Virginia Service Commission staff. The subrecipient is required to submit reports in a format determined by the Virginia Service Commission.

### A. Financial Reports

1. Monthly Periodic Expense Reports (PERs) are due by the 10th of each month for the previous month's financial activity and must be entered into the OnCorps reporting system. The PER serves as the subrecipient's invoice to VDSS for monthly cost reimbursement. VSC staff will periodically request supporting documentation substantiating charges on the PER.
2. Quarterly Aggregate Financial Reports (AFR) for financial activity are due on the 10<sup>th</sup> day of the following months during each period of performance: October, January, April, July, and September respectively, and must be entered into OnCorps. Note: Depending on the program start dates, reports for five (5) quarters may be required.
3. Budget modifications may be requested through OnCorps during the period of performance with a clear narrative explaining the conditions that prompted the budgetary changes. No budget modifications will be considered within 60 days of the end of the period of performance.

### B. Program / Operations Reports

Quarterly Grantee Progress Reports (GPR), for the most recent quarter, are submitted through OnCorps



and are due the 10<sup>th</sup> day of the following months during each period of performance: October, January, April, July, and September.

Information reported includes the following:

1. Performance Measures Progress
2. Demographics
3. Service and Volunteer Report (if applicable to your program design)
4. Successes and Challenges
5. Great Stories; and
6. End-of-Year Virginia Grantee Progress Report

## **IX. ADMINISTRATIVE REQUIREMENTS**

- A. RENEWAL OF AGREEMENT:** This agreement may be renewed by VDSS upon written agreement of both parties for up to two (2) successive one (1) year periods for subrecipients meeting AmeriCorps and VDSS terms and conditions and demonstrating satisfactory performance, under the terms of the current agreement, and at a reasonable time (approximately 90 days) prior to the expiration. This renewal is contingent on approval of the Continuation by AmeriCorps for subsequent years.
- B. MODIFICATION OF AGREEMENT:** The grantee or subrecipient may modify this Agreement at any time provided that such modifications make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such modifications shall not invalidate this Agreement, nor relieve the grantee or subrecipient from its obligations under this Agreement. The grantee may, in its discretion, amend this Agreement to conform with federal or state government guidelines, policies and available funding amounts, or for other reasons. If such modifications result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written modifications signed by both grantee and subrecipient.
- C. TERMINATION OF AGREEMENT:** This agreement may be terminated in whole or in part as follows (See §2 CFR 200.339):
  1. Either party may terminate this Agreement at any time upon 30 days written notice to the other party. The subrecipient's written notification must set forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. Partial termination of the Scope of Services can only be undertaken with the prior approval of the grantee. In the event of any termination for convenience, at the grantee's option, all finished or unfinished documents, data, studies, surveys, photographs, reports, or other materials prepared by the subrecipient under this Agreement shall, at the option of the grantee, become the property of the grantee, and the subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

2. The grantee may terminate this Agreement, in whole or in part at any time, if the subrecipient fails to comply with federal statutes, regulations, or terms and conditions of the Agreement. Upon receipt of a notice of termination the subrecipient shall stop all work and the grantee will cease all payments. The termination decision may be considered by the grantee in evaluating future applications submitted by the subrecipient.
3. If the federal awarding agency terminates its agreement with the grantee, the grantee shall terminate the Agreement with the subrecipient.

**D. EQUIPMENT:** Equipment is defined as an article of equipment equal to or in excess of \$5,000 and having a useful life of more than one (1) year. Equipment purchased under the terms of this agreement shall be limited to equipment indicated in the approved budget incorporated in the agreement. The subrecipient shall keep written documentation of any acquisitions purchased and up-date the documentation if additional property or equipment is acquired. The written documentation shall include, but not be limited to the date of acquisition, description of product, serial number, ID number, physical location, cost, and name and phone number of individual using or responsible for the equipment. Equipment purchased under this agreement shall be retained by the subrecipient during the period of performance of the agreement. No depreciation or use charges on equipment purchased under this subaward shall be claimed on this or any future subaward with the Commonwealth of Virginia or any of its agents.

If the grantee permits the subrecipient to purchase real property or equipment with grant funds, grantee retains a residual financial interest, enabling the grantee to recover the assets or determine final disposition. This will be accomplished on a case-by-case basis, according to the federal grant guidelines applicable to the grant that is funding the service(s).

**E. LATE APPLICATIONS:** To be considered, all applications must be received at the specific office location stipulated by the procuring activity on or before the date and hour designated on the solicitation. Vendors should pay particular attention to ensure that the application is properly addressed. The state is not responsible if the application does not reach the specific destination by the appointed time. Applications received after the date and hour designated are automatically excluded from further consideration. For late sealed applications the envelope shall be date and time stamped, marked “late” and retained unopened in the procurement file.

**F. LIMIT ON GRANTEE SALARIES:** Funds appropriated by Congress for these programs include a provision that the amount that “shall be used to pay the salary of an individual, through a grant or other extramural mechanism” must not exceed the amount of the Federal Executive Level II salary for that calendar year. This amount is published annually by the U.S. Office of Personnel Management and can be found on their website at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages> under the “Rates of Pay for the Executive Schedule” link. This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties of the grantee organization. This salary limitation also applies to sub-awards and subcontracts under an ACF grant or cooperative agreement. (i.e., See Public Law 115-31, the “Consolidated Appropriations Act of 2017”)

**G. RECORDS ACCESS:** The federal awarding agency, Inspectors General, the Comptroller General of the United States, the grantee, and its authorized representatives shall have the right of access to any documents, papers, or other records of the subrecipient which are pertinent to this Agreement in order to make audits, examinations, excerpts, and transcripts. The right shall also include timely and reasonable access to the subrecipient’s personnel for the purpose of interview and discussion related to such

documents. (See § 200.336 of the OMB uniform guidance.)

**H. AUDIT:** The subrecipient shall retain all books, records, and other documents relative to this contract for three (3) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, federal and/or state auditors shall have full access to and the right to examine any of said materials during said period.

The subrecipient further agrees to comply with the audit and reporting requirements defined by the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart F – Audit Requirements, as applicable. A subrecipient who expends \$750,000 or more in combined federal funding during the Subrecipient’s fiscal year is required to have an independent audit performed annually in accordance with the provisions of these parts. The single audit report(s) package must be submitted on-line to the Federal Audit Clearinghouse (FAC) within the earlier of thirty (30) calendar days after receipt of the auditor’s report(s) by the subrecipient, or nine (9) months after the end of the audit period.

For specific questions and information concerning the submission process: Visit the Federal Audit Clearing House [https://harvester.census.gov/facides/\(S\(ilywi5ipbj3rjov5zvulfnos\)\)/account/login.aspx](https://harvester.census.gov/facides/(S(ilywi5ipbj3rjov5zvulfnos))/account/login.aspx)

Call FAC at the toll-free number: (800) 253-0696

**I. RECORDS RETENTION:** The subrecipient shall retain all financial records, supporting documentation, statistical records, and all other records pertinent to this agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records for real property and equipment acquired with federal funds under this agreement shall be retained for three (3) years after final disposition. Indirect cost rate computations or proposals must be retained in accordance with §200.333(f) of the OMB uniform guidance. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three (3) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three (3) year period, whichever occurs later. (See §200.333)

**J. STATEMENTS, PRESS RELEASES, REQUESTS FOR APPLICATIONS, BID SOLICITATIONS AND OTHER DOCUMENTS:** In accordance with Public Law 103-333, the “Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995,” the subrecipient shall clearly state in statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money (i) the percentage of the total costs of the program or project which will be financed with Federal money, (ii) the dollar amount of Federal funds for the project or program, and (iii) percentage and dollar amount of the total costs of the project or programs that will be financed by nongovernmental sources.

**K. SUBRECIPIENT MONITORING:** The grantee may monitor and evaluate the subrecipient's performance under the agreement through analysis of required reports, expenditure statements, site visits, interviews with or surveys of relevant agencies/ organizations and individuals having knowledge of the subrecipient’s services or operations, audit reports, and other mechanisms deemed appropriate by the grantee. The subrecipient shall furnish the grantee on request information regarding payments claimed for services under this agreement. All accounting records must be supported by source documentation and retained in order to show for what purpose funds were spent. All such records shall be made available and produced for inspection when required by the grantee, its authorized agents, and/or federal personnel.

Should an audit by authorized state or federal officials result in disallowance of amounts previously paid to the subrecipient, the subrecipient shall reimburse the grantee upon demand.

Performance under this agreement shall be a primary consideration for extension of this agreement and may be a consideration in future grant awards and negotiations.

## X. GENERAL TERMS AND CONDITIONS

- A. APPLICABLE LAWS AND COURTS:** This solicitation and any resulting subaward shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The subrecipient shall comply with all applicable federal, state and local laws, rules and regulations.
- B. ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award an agreement as a result of this solicitation, the purchasing agency will publicly post such notice in eVA ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of ten (10) days.
- C. ANTI-DISCRIMINATION:** By submitting their applications, applicants certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the subrecipient agrees as follows:
  - a. The subrecipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the subrecipient. The subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The subrecipient, in all solicitations or advertisements for employees placed by or on behalf of the subrecipient, will state that such subrecipient 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.
  - d. If the contractor employs more than five (5) employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii)

post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

- e. The requirements of these provisions 1. and 2. are a material part of the contract. If the subrecipient violates one (1) of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one (1) of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
- f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the subrecipient, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

- 2. The subrecipient will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**D. ANTITRUST:** By entering into a subaward, the subrecipient conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said subaward.

**E. ASSIGNMENT OF SUBAWARD:** This subaward shall not be assignable by the subrecipient in whole or in part without written consent of the Commonwealth.

**F. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

**G. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A Subrecipient 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. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of 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 contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

**H. BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

**I. CIVILITY IN STATE WORKPLACES:** The Subrecipient shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Subrecipient Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or

expression, age, political affiliation, veteran status, or disability.

The Subrecipient shall provide each Subrecipient Worker with a copy of this Section and will require Subrecipient Workers to participate in agency training on civility in the State workplace if contractor's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Subrecipient Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Subrecipient

Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Subrecipient Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the Subrecipient. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

**J. CLARIFICATION OF TERMS:** If any prospective applicant has questions about the specifications or other solicitation documents, the prospective applicant must contact Brenda Wilson, Procurement Officer III, via email, no later than close of business five (5) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

**K. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The subrecipient assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Subrecipient's who utilize, access, or store personally identifiable information as part of the performance of a subaward are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Subrecipients shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Subrecipients and their employees working on this project may be required to sign a confidentiality statement. More information on the Commonwealth Information Technology Security Standard can be found on VITA website <https://www.vita.virginia.gov/commonwealth-security/sensitive-data/>.

**L. CONFIDENTIALITY OF RESEARCH:** Research information identifiable to an individual, which was obtained through a project funded wholly or in part with Virginia Department of Social Services subgrant funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding (28 CFR Part 22).

**L. DEBARMENT STATUS:** By submitting an application, the applicant certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of services covered by this Request for Applications. Applicant further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

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

**N. DRUG-FREE WORKPLACE:** During the performance of this subaward, the subrecipient agrees to (i) provide a drug-free workplace for the subrecipient'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 subrecipient'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 subrecipient that the subrecipient 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 subrecipient, subcontractor or vendor. For awards of federal grant funds, failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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 subrecipient, 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.

**O. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, web site portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All applicants must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the applicant being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
  - a. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
  - b. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
2. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified

above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- P. eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in multiple purchase order(s).
- Q. E-VERIFY PROGRAM:** Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one (1) year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
- R. ETHICS IN PUBLIC CONTRACTING:** By submitting their applications, applicants certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other applicant, supplier, manufacturer, subcontractor or second tier subrecipient in connection with their application, 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.
- S. FEDERAL EXCLUDED PARTIES LIST:** This subaward is being funded in whole or in part by funds granted to grantee by the US Government. Under Federal Executive Order 12549, all Subrecipients receiving individual awards, using federal funds of \$25,000 or more, and all sub-recipients, certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the federal government. By submitting an application, the applicant represents that neither the applicant nor any of its principal officers are on the Federal Excluded Parties List.
- T. HUMAN TRAFFICKING PROVISIONS:** By submitting their proposals, applicants certify to the Commonwealth that they will comply with the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22USC 7104). The full text of this requirement is found at <http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>.
- U. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all subawards over \$10,000: By entering into a written subaward with the Commonwealth of Virginia, the subrecipient certifies that it does not, and shall not during the performance of the subaward for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- V. LOBBYING PROHIBITIONS:** Federal grant funds may not be used by any subrecipient (at any tier) to support lobbying activities to influence proposed or pending federal or state legislation or



appropriations. This prohibition is related to the use of federal grant funds and is not intended to affect an individual's right or that of any organization, to petition Congress, or any other level of Government, through the use of other resources. (See 45 CFR Part 93)

**W. MANDATORY DISCLOSURES AND REVIEW OF RISK REQUIREMENTS:** Non-Federal entities must disclose all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to comply may result in any noncompliance remedies, including debarment and suspension. (See 31 U.S.C. 3321, 41 U.S.C. 2313, provisions found in Federal regulations at 45 CFR 75.113 and 2 CFR Parts 180 and 376.)

**X. NONDISCRIMINATION OF SUBRECIPIENTS:** An applicant or subrecipient shall not be discriminated against in the solicitation or award of this subaward because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the applicant employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific subaward is not in its best interest. If the award of this subaward is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this subaward objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

**Y. OWNERSHIP OF MATERIAL:** Ownership of all data, material and documentation originated and prepared for the State pursuant to the RFA shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an applicant shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the applicant must invoke the protection of this section prior to or upon submission of the data or other materials and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Any reports, studies, photographs, negatives, films, videos, or other documents prepared by the subrecipient in the performance of its obligations under this subaward shall be the exclusive property of the grantee and all such materials shall be remitted to the grantee upon completion, termination or cancellation of this subaward. The subrecipient shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the subrecipient's obligations under this subaward without the prior written consent of the grantee. Any materials produced under this subaward must bear a statement that the project was supported by the grantee and identify the title of the funding source.

**Z. PAYMENT:**

1. To Prime Subrecipient:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts

for payment in less than 30 days, however.

- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the subrecipient of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351.,. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. Within seven (7) days of the subrecipient's receipt of payment from the Commonwealth, a subrecipient awarded a contract under this solicitation is hereby obligated:
    - i. To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
    - ii. To notify the agency and the subcontractor(s), in writing, of the subrecipient's intention to withhold payment and the reason.
  - b. The subrecipient is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the contract) on all amounts owed by the subrecipient that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in ii. above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A subrecipient's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages subrecipients and subcontractors to accept electronic and credit card payments.

- AA. PERFORMANCES:** All services provided by the subrecipient pursuant to this subaward shall be performed to the satisfaction of VDSS, and in accordance with the applicable federal, state and local laws, ordinances, rules and regulations. The subrecipient shall not receive payment for work found by VDSS to be unsatisfactory, or performed in violation of federal, state or local laws, ordinances, rules or regulations.
- BB. POLITICAL ACTIVITY PROHIBITED:** The subrecipient funded under this contract shall not use these program funds, provide services, or employ or assign personnel, in a manner supporting or resulting in the identification of such programs with any partisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office.
- CC. RELIGIOUS ACTIVITY PROHIBITIONS:** Direct federal grants, subawards, or contracts shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, the subrecipient must take steps to separate, in time or location, their inherently religious activities from the services funded under this program. (See 45 CFR Part 87)
- DD. SAME-SEX MARRIAGE PROVISIONS:** In accordance with the decision in United States vs Windsor (133 S. Ct. 2675 (June 26, 2013)); Section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, martial, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively. “Same-Sex Spouses” means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. “Same-Sex Marriages” means marriages between two (2) individuals validly entered into in the jurisdiction where performed, including any of the 50 States, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. “Marriage” does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.
- EE. SECTION 504 OF THE REHABILITATION ACT OF 1973:** The Subrecipient certifies that it will comply with Section 504 of the *Rehabilitation Act of 1973* (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity from which the Subrecipients receives federal financial assistance from the Department of Health and Human Services.
- FF. SECURITY AND TRANSFER OF DATA:** The following terms and conditions relates to the protection, sharing, and inspection of information. VDSS and its agents reserve the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
1. All sensitive information shall be encrypted at rest and in transit as required by Commonwealth Security Standards.
    - a. Encryption At-Rest refers to the storage medium for all servers and workstations containing VDSS sensitive information.

- b. Encryption In-Transit refers to all network transmissions across LAN, WAN, or other point-to-point/point-to-multipoint technology.
2. VDSS may require the use of its own internal File Sharing/Data Sharing solution which is pre-approved for handling sensitive Commonwealth data.
    - a. If the partnering entity requires a user ID and Password, the user ID and password must not be shared. Multiple user IDs can be provided. VDSS system administrators will take measures to ensure the password meets Commonwealth standards.
    - b. VDSS can provide access to its File Sharing/Data Sharing solution via SSH protocol. This method allows for the use of a user ID and SSH key pair. SSH key pairs must:
      - i. Be owned and created by the partnering entity.
      - ii. Be renewed no less than annually.
      - iii. Be based on RSA 2048
      - iv. Include a public key that is intended to be shared with VDSS.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the Contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

**GG.SMOKE FREE ENVIRONMENT:** The applicant certifies to the Commonwealth that it will comply with the requirements of Title XII of Public Law 103-227, the “PRO-KIDS Act of 1994”, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used for the provisions of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity. Additionally, the applicant certifies that it will include the above language in any subawards that contain provisions for children’s services.

**HH.STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2- 4311.2 subsection B, an offeror or applicant agency organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror or applicant agency 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 or as otherwise required by law is required to include in its bid or proposal a statement describing why the offeror or applicant agency is not required to be so authorized. Indicate the above information on the SCC Form provided. Subaward agrees that the process

by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of subawards statement describing why the offeror or applicant agency was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the subaward as demonstrating compliance.

**II. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the grantee. In the event that the subrecipient desires to subcontract some part of the work specified herein, the subrecipient shall furnish the grantee the names, qualifications and experience of their proposed subcontractor(s). The subrecipient shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the subaward.

**JJ. SUBRECIPIENT AS INDEPENDENT ENTITY:** During the performance of this subaward, the subrecipient shall be regarded as an independent entity and not as an agent or employee of the Commonwealth of Virginia or the grantee. The subrecipient shall be responsible for all its own insurance and federal, state, local and social security taxes.

**KK. SUPPLANTATION OF FUNDS:** The applicant assures that funds made available under this subaward will not be used to supplant state or local funds but will be used to increase the amounts of such funds that would be, in the absence of these funds, made available for this program.

**LL. TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

**MM. VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "I Sell To Virginia".

## **XI. SPECIAL TERMS AND CONDITIONS**

**A. AWARD TO MULTIPLE OFFERORS:** The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Applications or reject submittals at any time prior to an award and is not required to furnish a statement of the reasons why a particular submittal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one (1) submittal is clearly more highly qualified than the others under consideration, an Agreement may be negotiated and awarded to that Applicant. The award document will be an Agreement incorporating by reference all the requirements, terms and conditions of the solicitation and the applicant's submittal as negotiated.

**B. CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting Agreement, in part or in whole, without penalty, upon 60 days written notice to the Subrecipient. In the event the initial contract period is for more than 12 months, the resulting Agreement may also be terminated by the Subrecipient, without penalty, after the initial 12 months of the Agreement period upon 60 days written notice to the other party. Any Agreement cancellation notice shall not relieve

the Subrecipient of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- C. OPTIONAL PRE-APPLICATION WEBINAR:** An optional Pre-Application Webinar will be held to allow potential applicants an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Refer to Section I entitled “General Information”; Subsection F entitled “Optional Pre-Application Webinar” for additional information.

While attendance at this webinar will not be a prerequisite to submitting a response, applicants who intend to submit an application are encouraged to participate.

Any changes resulting from this webinar will be issued in a written addendum to the solicitation.

- D. PRIME SUBRECIPEINT RESPONSIBILITIES:** The Subrecipient shall be responsible for completely supervising and directing the work under this Agreement and all 2<sup>nd</sup> tier subrecipients that may be utilized, using his best skill and attention. 2<sup>nd</sup> tier subrecipients who perform work under this Agreement shall be responsible to the prime Subrecipient. The Subrecipient agrees that he is as fully responsible for the acts and omissions of his 2<sup>nd</sup> tier subrecipients and of persons employed by them as he is for the acts and omissions of his own employees.
- E. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Subrecipient desires to subcontract some part of the work specified herein, the Subrecipient shall furnish the purchasing agency the names, qualifications and experience of their proposed 2<sup>nd</sup> tier Subrecipients. The Subrecipient shall, however, remain fully liable and responsible for the work to be done by its 2<sup>nd</sup> tier Subrecipient(s) and shall assure compliance with all requirements of the Agreement.

## **XII. PAYMENT TERMS**

Compensation to the Subrecipient for delivered services shall be as follows for providing the services specified in the subaward, the Subrecipient will be reimbursed for actual costs expended monthly. The Subrecipient shall submit expenditure statements within ten (10) days following the end of the month in which services were performed.

- A. Disbursement of funds will follow a cost reimbursement procedure and will be for actual funds expended. Actual expenditures shall be itemized and invoiced pursuant to approved line-item budget categories in eGrants. Subrecipient shall only be reimbursed for costs that have been incurred within the grant subaward period. Requests for reimbursement shall be submitted through the upload of monthly Periodic Expense Report to the OnCorps reporting system.
- B. The Subrecipient must be prepared to pay expenses as they are incurred and then submit expenditure requests for funds on a monthly basis in arrears to VDSS for reimbursement. In cases where no costs are incurred for a particular month, the Subrecipient shall submit a Periodic Expense Report showing no “current month’s expenditures” for that period.
- C. The Subrecipient should allow 30 days from the time periodic expense reports are received by the VDSS until reimbursement is received. If errors are found in the periodic expense report, the 30 days will be from the date a corrected periodic expense report is received.

- D. The Subrecipient must also submit the final request for reimbursement to VDSS within ten (10) days after the expiration of the performance period.
- E. The Subrecipient shall be required to maintain accounting records to support all requests for reimbursement. These records shall be available for review by the Commonwealth of Virginia. VDSS will monitor expenditures.
- F. VDSS will not pay for non-allowable expenses, or for work performed that is not in conformity with the contract, applicable federal, state and local laws, ordinances, rules and regulations. The method of payment to be used will depend on the type of organization receiving funds or serving as the fiscal agent:
1. If the Subrecipient is a state agency, then reimbursement will be handled through Virginia's Interagency Transfer system. Payments may be made monthly.
  2. If the Subrecipient is not a state agency, then the Subrecipient shall submit monthly expenditure statements to VDSS. Subrecipient shall be reimbursed using the Virginia Department of Account's (DOA) Remittance Electronic Data Interchange (EDI). All reimbursements will be deposited electronically through the Department of Account's Remittance Electronic Data Interchange (EDI) Virginia. Subrecipients seeking reimbursement from VDSS through the invoice process must be or become eligible to receive reimbursement through EDI by subaward. Application information for EDI is found on DOA's website: [www.doa.virginia.gov](http://www.doa.virginia.gov).

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