

Internship and Work-Based Learning Impact Grant: Vision, Capacity-Building & Scaling Information & Grant Proposal Instructions



STATE COUNCIL OF HIGHER EDUCATION FOR VIRGINIA

Fast Facts

Overview: In 2018, the Virginia General Assembly appropriated funding to the State Council of Higher Education for Virginia (SCHEV) to stimulate public colleges and universities to develop partnerships to provide innovative paid internship opportunities for their students. In 2019, the effort was expanded and enacted into law as the Innovative Internship Fund and Program. In 2020, through a partnership with the Virginia Chamber Foundation, the program was rebranded as the [Virginia Talent + Opportunity Partnership](#) (V-TOP).

The primary focus of this grant is a statewide initiative to facilitate the readiness of students, employers, and institutions of higher education to participate in internships and other work-based learning opportunities. **Internship and Work-based Learning Impact Grant tracks focus on three different areas: 1) developing a vision for experiential learning, 2) capacity-building for newly established or small-scale experiential learning programs, and 3) scaling more well-established experiential learning programs.**

Important Dates

September 26, 2024	Call for applications issued
September 26, 2024	Pre-proposal information session
October 22, 2024	Deadline for proposal submission to SCHEV
November 19, 2024	Grant awards announced

Questions: For questions about the call for applications contact:

Stacey Garnett, Business Operations Specialist
State Council of Higher Education for Virginia
staceygarnett@schev.edu

Background

In 2019, the Virginia Talent + Opportunity Partnership (V-TOP) became a formally established partnership between the State Council of Higher Education for Virginia (SCHEV) and the Virginia Chamber of Commerce. V-TOP is funded through the Commonwealth Innovative Internship Fund with the intent to: 1) Expand paid and credit-bearing student internships and other work-based learning opportunities in collaboration with Virginia employers and 2) facilitate the readiness of students, employers and institutions of higher education to participate in internships and work-based learning.

Purpose

The purpose of the **Internship and Work-based Learning Impact Grant** is to support institutions that aim to increase student participation in paid internships and work-based learning opportunities. This grant is designed to enhance students' academic experience and

assist institutions in developing and implementing coordinated plans to expand internship and work-based learning participation. These efforts should align with institutional strategic priorities and receive campus-wide support, including at the presidential, senior academic, and administrative leadership levels, ensuring comprehensive support for student success.

Award Type and Amount

Funds will be awarded in the form of a grant, with a Memorandum of Understanding between SCHEV and the institution (see Appendix). There are three tracks through which eligible institutions may apply (see below for eligibility):

- Vision Grant (private institutions only): One-year award. Maximum total request (over one year): \$25,000.
- Capacity-Building Grant (four-year public institutions & Richard Bland only*): One-year award. Maximum total request (over one year): up to \$150,000. *Four-year private, non-profit institutions who have already received a vision grant may also apply for this track.*
- Scaling Grant (four-year public institutions only*): Two-year award. Maximum total request over two years is up to \$250,000. *This grant may be recurring annually for up to \$125,000, contingent upon substantial yearly progress in the number of completed student internships.*

Eligibility

Eligibility criteria vary based on the track options below (Note: Based on prescribed metrics, the review panel may determine that an institution is better suited for a different track. This will be discussed with awardees prior to signing of MOUs).

Vision Grant: This is a planning grant open to all four-year private, non-profit institutions participating in the Tuition Assistance Grant (TAG) program who need support in developing a distinct plan to implement an internship and work-based learning program at their institution. This track supports activities such as strategic planning, determining institutional priorities, and designing strategies to implement the highest priority initiatives needed to achieve the vision over time (see more in the objectives section below).

Capacity-Building Grant: This grant is open to four-year public institutions* and Richard Bland College who are seeking support in enhancing their ability to design, implement, and sustain a high-quality internship or work-based learning program. This track supports activities such as developing program infrastructure, training staff, and fostering partnerships with employers (see more in the objectives section below).

Four-year private, non-profit institutions who have already received a vision grant may also apply for this track.

Scaling Grant: This grant is open to four-year public institutions* who are seeking to expand existing internship and work-based learning programs to reach more students, employers or geographic regions. This track supports activities such as increasing program capacity, building partnerships with more employers and partner agencies, expanding opportunities for high-demand occupations such as those in healthcare and information technology fields and enhancing infrastructure to manage a higher volume of interns (see more in the objectives section below).

*Two-year public institutions that are a part of the Virginia Community College System (VCCS) will be eligible under a separate opportunity managed by VCCS directly.

To have its proposal reviewed, an institution of higher education must meet all eligibility requirements specified.

Future Impact Grant Opportunities

Any institution applying for a vision or capacity-building track with interest in moving forward to the next track in their trajectory can anticipate applying for the next step on or around December 1, 2025, with an anticipated grant term start of February 2026.

Application Instructions

Cover Sheet: The cover sheet should include the following information:

- Title of proposed project.
- Proposed Track
- Name and contact information of senior-level leadership involvement.
- Name and contact information for primary contact or lead of project.
- Amount of funds requested.
- Printed name, title and signature of authorized signer for the institution.

Proposal narratives and letters of interest will be assessed using the scoring below (up to 45 points) and the criteria described in the “Application Processing, Review Criteria and Award” section. In addition, up to 20 impact points can be awarded by the reviewers at their discretion for a possible total of 65 points. Impact points may be awarded based on the reviewers’ recognition of the overall value of the proposed activities to Virginia as well as other factors such as dedicated personnel to solely support student and employer engagement in internships and work-based learning activities, evidence of senior-level leadership involvement and support of internship expansion, a clear institutional plan to integrate internships and work-based learning within the curriculum or co-curricular activities for all students, or other considerations.

Vision Grant Letters of Interest (3-5 pages)

Vision grant letters of interest must include the sections listed below in the same order and with identical headings:

- Table of Contents
- Executive Summary: The summary may be published on the V-TOP website and used for a press release if the proposal is funded. (2 points; ½ page limit).
- Organizational Chart: Provide an organizational chart showing each task force member and the senior-level leadership, including the president. (2 points; 1 page limit)
- Project Description (2-3 pages)
 - Brief History: Provide a brief history of previous or current efforts to create a comprehensive vision for experiential learning opportunities at the applicant institution and describe how this project aligns with the institution's strategic priorities. (4 points; about ½ page)
 - Task Force: Provide names and titles of all proposed [task force members](#) (Found on pages 9-10). While the president is the honorary chair of the task force, the vice chair may serve as the primary contact during the grant period and may take the lead on day-to-day activities to develop the vision and comprehensive plan (4 points; about ½ page)
 - Work Plan: Describe your plan of work and the design of the activities to be undertaken during the grant period. Describe how you plan to collect any data associated with reporting requirements. Additionally, describe your institution's capacity and plan for project sustainability beyond the grant cycle. (25 points; about 2 pages). Applicants may earn up to 5 additional points for explicitly describing plans to incorporate [V-TOP resources](#) in their vision plans.
 - Milestones and Timeline: Provide the milestones and timeline of activities; must include both progress and outcome milestones; if relevant, consider extending timeline past the end of the grant period to illustrate when unfinished activities will end and/or next steps. Applicants must use the template provided or use a template of their own creation with the same or similar components. (3 points; about ½ page)
 - Conclusion (key reasons why your proposal should be funded; state your case in a few sentences)
 - Budget and Budget Narrative: Provide a breakdown of proposed expenditures and a brief narrative explaining the purpose of each line item; applicants may use the budget template provided or use a template of their own creation that includes the same cost categories and breakdown; **Grant funds cannot be used for indirect costs** (no points; about 1 page; not included in page count)

Capacity-Building Grant and Scaling Grant Proposal Narratives (10-12 pages)

Proposal narratives must include the sections listed below in the same order and with identical headings:

- Table of Contents
- Executive Summary: The summary may be published on the V-TOP website and used for a press release if the proposal is funded. (2 points; 1 page limit).
- Organizational Chart: Provide an organizational chart showing each [task force member](#) (Found on pages 9-10) and the senior-level leadership, including the president. (2 points; 1 page limit)
 - Provide an organizational chart showing key contributors and senior-level leadership, including the president. **(Scaling Grant ONLY)**
- Project Description (8-10 pages)
 - Brief History: Provide a brief history of previous or current efforts to create a comprehensive vision for experiential learning opportunities at the applicant institution and describe how this project aligns with the institution's strategic priorities. **In your brief history section, include estimations of the following: percentage of undergraduate students currently in internships or work-based learning programs, percentage of undergraduate students in each type of internships (credit versus non-credit), number of employers participating in your institution's internship and work-based learning program, and the types of participating employers (by industry)** (4 points; about 1 page)
 - Work Plan: Describe your plan of work and the design of the activities to be undertaken during the grant period. Describe how you plan to collect data associated with reporting requirements. Additionally, describe your institution's capacity and plan for project sustainability beyond the grant cycle. (25 points; about 4 pages)
 - Priority will be placed on applications from institutions that make connections to the [V-TOP resources](#). (5 points)
 - Milestones and Timeline: Provide the milestones and timeline of activities; must include both progress and outcome milestones; if relevant, consider extending timeline past the end of the grant period to illustrate when unfinished activities will end and/or next steps. Applicants must use the template provided or use a template of their own creation with the same or similar components. (3 points; about 1 page)
 - Conclusion (key reasons why your proposal should be funded; state your case in a few sentences)
 - Budget and Budget Narrative: Provide a breakdown of proposed expenditures and a brief narrative explaining the purpose of each line item; applicants may use

the budget template provided or use a template of their own creation that includes the same cost categories and breakdown; **Grant funds cannot be used for indirect costs** (no points; about 1 page; not included in page count)

Submission Requirements: Please submit the institution’s application to SCHEV via email to Stacey Garnett, Business Operations Specialist, at staceygarnett@schev.edu. Please submit the proposal in a single pdf file; however, the detailed budget may be submitted in Excel.

Grantee Commitments: By and upon accepting grant awards from this program, grant recipients commit to:

- Complete semi-annual (6-month) performance measure reporting

Application Processing, Review Criteria, & Award

Application Processing: Upon receipt via email of an application package, SCHEV staff will respond by return email within two business days to confirm receipt.

Review of applications is a two-step process. First, SCHEV staff will conduct an administrative review to ensure that proposal packets are complete and conform to administrative requirements in this Call for Proposals. Some applicants may receive follow-up questions from SCHEV staff. If issues of compliance are found, SCHEV staff will work with the applicant to resolve the issue(s), if possible.

Conforming applications will move to the second stage where proposals will be evaluated and ranked by a team of professionals with relevant experience and knowledge.

Review Criteria: The number of points available for each section of the application is listed in “Required Content of Proposals.” While some points will be awarded based on compliance with instructions, other points will be awarded based on aspects such as the likelihood that the proposed activities will lead to development of a vision and comprehensive plan for experiential learning.

Reviewers understand that institutions have had varying levels of resources available to support experiential learning and will consider that when assessing the proposed activities.

Award: SCHEV leadership and staff will examine the review team’s assessment of the proposals and make the final decision regarding awards. SCHEV staff may negotiate with applicants prior to making award decisions. SCHEV could consider many factors in making awards, including but not limited to the consensus score awarded by the review team, reviewer comments, the overall quality of the activities proposed, the proposed use of grant funds, geographic distribution and distribution across institutional type.

Funds will be awarded in the form of a grant, with a Memorandum of Understanding (MOU) between SCHEV and the institution (see Appendix). Upon execution of the MOU, SCHEV will

notify the Virginia Department of Planning and Budget to release the approved funds to the grantee for the fiscal year.

Deliverables

Each of Virginia's institutions of higher education is at a different stage of maturity. The Impact grants will provide funds for institutions to take their experiential learning vision to the next level. The final deliverables for each track are described below. Outcomes requested in these deliverables are the basis for the performance measures on which grantees will report semi-annually.

Vision Grant Track

The final deliverable is a comprehensive plan submitted to SCHEV at the end of the grant period. SCHEV anticipates that comprehensive plans will include the following elements:

- Vision statement developed by the task force and endorsed by the president.
- List of final task force members and organizational chart showing each member's relationship to the president
- Evidence of senior-level leadership involvement as task force members and in support of internship expansion.
- A glossary of terms and descriptions of the levels of work-based learning activities within the institution
- A clear institutional plan to integrate internships and work-based learning within the curriculum or co-curricular activities for students from orientation (at least) will result in students with the skills needed for an entry-level role by graduation.
- Description of a structured pathway of increasingly intensive experiential learning opportunities for students that starts (at least) at orientation and ends with students who have the skills needed for an entry-level role by the time of graduation.
- Description of the institutional goals and the initiatives planned to achieve the vision and goals over time; include prioritization of the initiatives and associated strategies to implement the highest priority initiatives; consider including initiatives to:
 - Enhance coordination resulting in:
 - Consistent administration of experiential learning throughout an institution (adherence to national best practices as well as efficient and uniform institutional policies, practices and procedures), whether those experiences are administered through a course, program, department, school, or at the career services office
 - New or improved tracking of experiential learning across the entire institution, whether those opportunities are self-identified by students or

matched to the student and supported at the course, program, department, or school level or at the career services office, including outcomes such as offer and acceptance rates for interns hired by the company at which they interned

- Evaluation of experiential learning program(s)
- Enhance employer engagement resulting in:
 - Single online starting point for all employers seeking to participate in experiential learning opportunities
 - Use of relationships with employers cultivated by departments and university-affiliated associations and foundations from across the institution to identify and recruit new employer partners for experiential learning.
- Enhance student access and equity* resulting in:
 - Equity of information (all eligible students will have access to the same information about an experiential learning opportunity)
 - Removal of barriers to access created by institutional policies and practices
 - In collaboration with financial aid officials, implementation of paid internships at state and local government agencies and non-profit organizations through federal work-study
- Enhance consistency of student experience resulting in:
 - A formal process for recruitment, application and selection of students to participate in experiential learning
 - New or improved support for students prior to and throughout experiential learning, including ensuring that students are well-prepared.
 - Experiential learning designed for students to participate remotely from the company hosting the experience
 - Experiential learning for students enrolled solely online, for students attending courses at higher education centers and institutes, for students at satellite campuses, etc.
 - Experiential learning opportunities for students with lower GPAs.
- Enhance professional development for faculty and staff
- Comprehensive plans for public institution grantees only may also include implementation of the provision in the 2019 state budget that authorizes use of 15% of the “Higher Education Student Financial Assistance (10800)” item for each institution as a grant for students in internship programs (with restrictions).

Capacity-Building Grant Track

The final deliverable for this track is a comprehensive progress report on implementation of experiential learning efforts. The progress report should comment and provide data (as applicable) on the following:

- Description of a structured pathway of increasingly intensive experiential learning opportunities for students that starts (at least) at orientation and ends with students who have the skills needed for an entry-level role by the time of graduation, specifically pathways to full-time employment with Virginia-based employers.
- Description of any existing or planned alignment with specific state or regional programs or partnerships related to economic growth and diversification or workforce development in Virginia.
- A plan to expand, improve existing, or implement new systems to track and manage internships and work-based learning outcomes at an institutional level. This system should assist institutions in gathering, monitoring, and reporting internship and work-based learning data. Additionally, it may include a comprehensive, transcriptable record system to track students' participation in internships both in and out of the classroom. The system's capabilities should also assist institutions in intern recruitment and evaluation.
- Proper tagging of course-type codes for internships and cooperative education through course enrollments for SCHEV
- Dedicated personnel to solely support student and employer engagement in internships and work-based learning activities.
- Exploration and planning for opportunities to align current student employment on campus with internship best practices.
- Plans to leverage resources developed through the Virginia Talent + Opportunity Partnership (V-TOP) to enhance internship and work-based learning best practices, employer engagement, and regional collaboration.
- Training developed for and provided to applicable staff.
- Institutional alignment with state and regional economic and workforce development priorities.
- Institutional commitment to provide timely progress reports on student outcomes.
- A new or improved program infrastructure capable of scaling and sustainability, to include a plan for increasing partnerships to match student demand.
- Partnerships with diverse employers.
- A plan for and/or progress toward enhancing access and inclusion efforts for underrepresented students.

- An implementation timeline for future scaling efforts.
- Description of any funds reallocated or intended to be reallocated to support this initiative (e.g., institutional funds, philanthropic support, business partnerships, etc.).

Scaling Grant Track

The final deliverable for this track is a comprehensive progress report on scaling of experiential learning efforts. The progress report should comment and provide data (as applicable) on the following:

- Improved campus-wide access to internships, especially for underrepresented students, and enhanced employment opportunities post-graduation.
- Description of a structured pathway of increasingly intensive experiential learning opportunities for students that starts (at least) at orientation and ends with students who have the skills needed for an entry-level role by the time of graduation, specifically pathways to full-time employment with Virginia-based employers.
- Description of the institutional initiative's alignment with specific state or regional programs or partnerships related to economic growth and diversification or workforce development in Virginia.
- Description of the expansion, integration of resources (where applicable), and collaboration with the Virginia Talent + Opportunity Partnership (V-TOP) supporting the institution's internship and work-based learning efforts.
- Description of how your institution increased programmatic capacity for internships and work-based learning opportunities in high-demand occupations (To learn more about high-demand occupations in Virginia, visit the [Virginia Economic Development Partnership](#) website).
- The impact of scaling on the overall experiential learning program.
- Expansion of partnerships with diverse employers and other partner agencies across the region.
- Enhancements to the program infrastructure to manage higher volumes of interns.
 - The level to which internship opportunities align with the number of students interested in engaging in them, and a plan for maintaining or increasing opportunities to engage large volumes of students.
- New or improved systems for tracking student outcomes and performance and for evaluating partnerships / partner experiences.
- Description of any funds reallocated or intended to be reallocated to support this initiative (e.g., institutional funds, philanthropic support, business partnerships, etc.).

Allowable Expenditures:

Some allowable expenditures for this grant opportunity include, but are not limited to:

- Purchase required materials or supplies to support student preparation in an internship.
- Create or enhance systems to track internships and work-based learning outcomes.
- Implement systems to track experiential learning and related outcomes across departments.
- Improve capacity to manage higher volumes of internships, including tracking systems for student outcomes and evaluating partnerships.
- Build new partnerships with diverse employers and agencies, particularly in high-demand industries in Virginia, to support internship opportunities and better align with the state's workforce needs.

Reporting Requirements:

Financial Report

Financial reports are due 30 days after the end of the grant period.

SCHEV will accept reports generated from an institution's accounting system reporting function.

The reports must include information regarding the total amount awarded, the amount forwarded to the institution at the beginning of the grant period, the amount spent and the amount remaining for each budget category and for the same budget categories for each sub award, if any.

Technical Narrative Reports

Performance measure reporting forms are due semi-annually (every six months). A list of performance measures will be provided as an attachment to the MOU at the time of award. Performance measure questions are based on the required deliverables listed above.

Award Administration:

SCHEV staff would like to build a relationship with grantees and foster a collaborative approach to addressing issues and removing any roadblocks that arise. For details regarding post-award revisions that require prior approval, along with other conditions of award, please see Appendix: Terms and Conditions of Award, specifically Attachment 1. Special Terms and Conditions.

Appendix: Assurances And Certifications – Terms & Conditions of Award

Assurances and Certifications: The Authorized Organizational Representative (AOR) signing the cover page is assuring and certifying the following:

Certification Regarding State Funds: The AOR is certifying that the organization understands that SCHEV is awarding state funds. The organization will comply with all rules and regulations regarding state funds, including but not limited to the Commonwealth Accounting Policies and Procedures Manual, the Virginia Public Procurement Act (when applicable) and the Library of Virginia's Virginia Public Records Management Manual.

Terms and Conditions: Grantor and grantee agree that this MOU will be performed in accordance with the following:

1. The statement of work and budget for this award are as specified in the grantee's proposal submitted (date; to be filled in only if grant awarded) and incorporated herein by reference. In its performance of the statement of work, grantee shall be an independent entity and not an employee or agent of grantor.
2. Matters concerning the performance of this award should be directed to the appropriate party's contact, as shown in Attachments 3A & 3B. [To be completed at time of award]
3. Matters concerning the request or negotiation of any changes in the terms, conditions or amounts cited in this award agreement, and any changes requiring prior approval, should be directed to the appropriate party's Contact, as shown in Attachments 3A & 3B. Any such changes made to this MOU require the written approval of each party's Authorized Official as shown in Attachments 3A & 3B.
4. Incorporated into this MOU by reference are the Call for Proposals, the entirety of the grantee's application packet including the assurances and certifications, the special terms and conditions in Attachment 1 and the general terms and conditions in Attachment 2.

Signature lines will be added at time of award.

Attachment 1: Special Terms and Conditions

Applicability: The terms and conditions in the MOU and all attachments apply directly to the grantee and also apply to collaborating entities, subrecipients and contractors. The grantee is accountable for the performance of the project, program or activity; the appropriate expenditure of funds under the award by all parties; and all other obligations of the grantee, as cited in the MOU and all attachments.

Should the grantee recruit students to participate in the pilot and collect primary data from them, the grantee is accountable for maintaining high standards of ethical conduct and following Institutional Review Board's due procedures when appropriate.

Changes: The changes listed below require the prior approval of the grantor in writing. Requests should be directed to the grantor's Contact, as shown in Attachments 3A & 3B.

- Changes to the scope of the project
- Changes to milestones and timelines that would jeopardize the completion of activities by the end date of the grant period
- Changes to key personnel named in the approved proposal
- Plans for continued progress during extended absence of lead personnel
- Changes to the budget resulting in a deviation of 20% or more in any budget category; the request must include the current allocation of resources along with specific detail and justification for the reallocation

No-cost extensions require the approval of the grantor. Requests for a no-cost extension should be addressed to and received by the Contact, as shown in Attachments 3A & 3B, not less than sixty (60) days prior to the desired effective date of the requested change.

Disbursement of Funds, Accounting and Audit: Grantor will authorize the State Comptroller and the Virginia Department of Planning and Budget to release the awarded funds to the grantee.

All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the grantee.

Award monies not expended by the end of the period of performance must be returned.

The grantee will oversee the expenditure of all grant funds by all parties and ensure that all funds are expended in strict compliance with state rules, regulations and guidelines; the terms and conditions of this MOU; professional accounting standards; and all applicable state laws and requirements.

The grantee will maintain systematic accounting records of all expenditures relating to this award, including the supporting source documentation. Records will be retained by the grantee in accordance with Library of Virginia Record Retention Policy.

Records will be available for inspection and/or audit by SCHEV, the Virginia Auditor of Public Accounts or other appropriate entity.

Reporting: Report type and due dates are required as detailed in the Call for Proposals.

Termination of Award: SCHEV may terminate this award in the event of non-compliance with the terms and conditions of this MOU, significant lack of progress including failure to achieve milestones on the timeline set forth in the proposal, or other extenuating conditions. In the case of termination, the grantee will return any unexpended and unobligated funds.

Attachment 2: General Terms and Conditions

A. **VENDORS MANUAL:** NA

B. **APPLICABLE LAWS AND COURTS:** This contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the grantee are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, §2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The grantee shall comply with all applicable federal, state and local laws, rules and regulations.

C. **ANTI-DISCRIMINATION:** By signing this contract, the grantee certifies to the State Council of Higher Education for Virginia 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). The grantee shall not discriminate against any recipient of goods, services or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, §2.2-4343 1.E.).

a. During the performance of this contract, the grantee agrees as follows:

- i. The grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, 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 grantee. The grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- ii. The grantee, in all solicitations or advertisements for employees placed by or on behalf of the grantee, will state that such grantee is an equal opportunity employer.
- iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- iv. The grantee 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. **ETHICS IN PUBLIC CONTRACTING:** By signing this contract with the State Council of Higher Education for Virginia, the grantee certifies that their offer is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer or subcontractor in connection with their offer and that they have not conferred on any public employee having official responsibility for this 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.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By signing this contract with the State Council of Higher Education for Virginia, the grantee certifies that the grantee does not, and shall not during the performance of the contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. **DEBARMENT STATUS:** By signing this contract, grantee shall certify that they are not currently debarred by the Commonwealth of Virginia from contracts for the type of activities covered by the Scope of Work/proposal, nor are they an agent of any person or entity that is currently so debarred. (Not applicable to state agencies)

G. **ANTITRUST:** By entering into this contract, the grantee conveys, sells, assigns and transfers to the State Council of Higher Education for 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 State Council of Higher Education for Virginia under said contract. (Not applicable to state agencies)

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs: NA

I. CLARIFICATION OF TERMS: NA

J. PAYMENT: See “Disbursement of Funds, Accounting and Audit” in Attachment 1: Special Terms and Conditions.

K. TESTING AND INSPECTION: The State Council of Higher Education for Virginia reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications in the Scope of Work.

L. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the grantee in whole or in part without the written consent of the State Council of Higher Education for Virginia.

M. PRECEDENCE OF TERMS: The following General Terms and Conditions VENDORS MANUAL (NA), APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTRAL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS (NA), CLARIFICATION OF TERMS (NA), PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions, the Special Terms and Conditions shall apply.

N. QUALIFICATIONS OF (BIDDERS/OFFERORS): NA

O. **TESTING AND INSPECTION:** NA (duplicate of I. above)

P. **ASSIGNMENT OF CONTRACT:** NA (duplicate of J. above)

Q. **CHANGES TO THE CONTRACT:** See Attachment 1: Special Terms and Conditions.

R. **DEFAULT:** See Attachment 1: Special Terms and Conditions.

S. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from state sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

T. **USE OF BRAND NAMES:** NA

U. **TRANSPORTATION AND PACKAGING:** NA

V. **INSURANCE:** NA

W. **ANNOUNCEMENT OF AWARD:** NA

X. **DRUG-FREE WORKPLACE:** During the performance of this contract, the grantee and subcontractors agree to provide a drug-free workplace for the grantee's employees. Grantee will inform employees that the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana is prohibited in the grantee's workplace.

Y. NONDISCRIMINATION OF GRANTEES: Grantee shall not be discriminated against because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because grantee employs ex-offenders unless the State Council of Higher Education for Virginia has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services or disbursements provided pursuant to this contract, 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.

Z. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS AND ORDERS: NA

AA. AVAILABILITY OF FUNDS: The parties herein understand and agree that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

BB. SET-ASIDES: NA

CC. BID PRICE CURRENCY: N

DD. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: NA

Additional Terms and Conditions

A. **RENEWAL OF CONTRACT:** NA

B. **ADDITIONAL INFORMATION:** NA

C. **DELIVERY POINT:** N/A

D. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** NA

E. **PRIME GRANTEE RESPONSIBILITIES:** The grantee shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention.

F. Subcontractors who perform work under this contract shall be responsible to the prime grantee. The grantee agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

G. **PROPOSAL ACCEPTANCE PERIOD:** NA

H. **WARRANTY:** NA

I. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the grantee desires to subcontract some part of the work specified herein, the grantee shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The grantee 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 contract.

