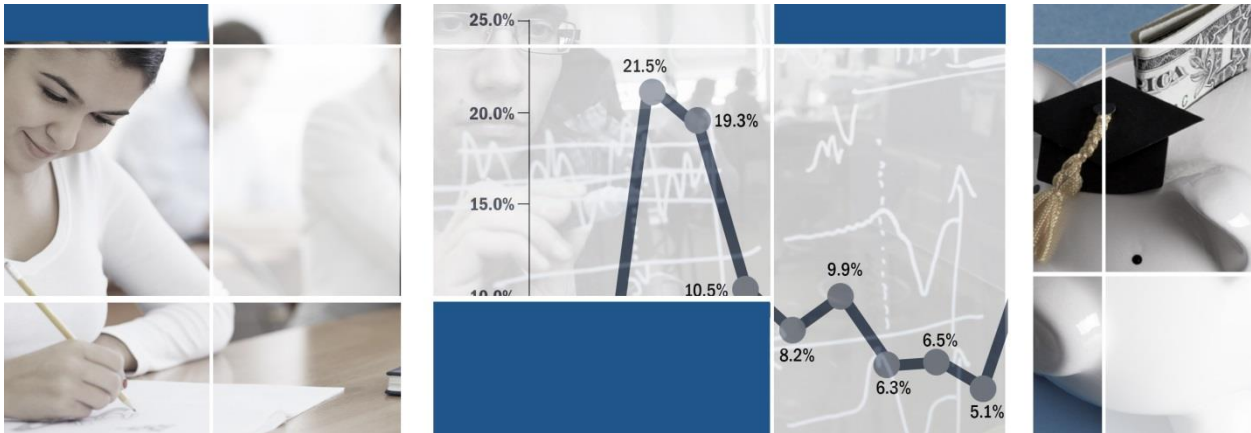


Issued: October 25, 2023



Fund for Excellence and Innovation CALL FOR PROPOSALS

Creating Student Pathways for Opportunities in Artificial Intelligence (AI) Grants

Activity	Key Dates
Call for Proposals Issued	October 25, 2023
Informational Webinar	Wednesday, November 1, 2023 at 1:00pm Teams Meeting Link
Proposals Due	Monday, December 11, 2023
Award Announcement	Late-January 2024
Estimated Start Date	February 6, 2024 (estimated)

Table of Contents

Fast Facts	2
Background.....	3
Why Student Pathways for AI Opportunities Grants?.....	4
What Will Grantees Do?.....	4
Deliverables	5
Description of Funding Opportunity	6
Eligible Applicants	6
Limited Submission	6
Award Type and Amount.....	6
Period of Performance	7
Application and Submission Information	7
Proposal Length, Type Face and Size, Spacing.....	7
Contents of Proposal.....	7
Submission of Applications	8
Application Processing, Review Criteria and Award	9
Application Processing.....	9
Review Criteria	9
Award	10
Reporting Requirements	10
Award Administration.....	11
Appendix: Assurances and Certifications – Terms and Conditions of Award	12

Fast Facts

Overview: The Fund for Excellence and Innovation (FFEI) was established during the 2016 legislative session to focus on two primary activities: stimulate collaborations among public school divisions, community colleges and universities and to expand affordable student pathways; and pursue shared services and other efficiency initiatives at colleges and universities that lead to measurable cost reductions.

In 2021, the State Council of Higher Education for Virginia (SCHEV Council) approved a new statewide strategic plan, *Pathways to Opportunity: The Virginia Plan for Higher Education*. The Plan articulates a vision that by 2030 Virginia will be the “Best State for Education,” which the Commonwealth can achieve through progress on three broad goals: higher education that is (i) equitable; (ii) affordable; and (iii) transformative.

FFEI grant competitions in Spring 2022 and Fall 2022 sought to support the goals of the then-new statewide strategic plan, focusing on its EQUITABLE goal; five awards were made (three in Spring; two, in Fall).

In Fall 2023, this third competition under the current *Virginia Plan for Higher Education* focuses on the plan’s third goal: TRANSFORMATIVE, which is defined as expanding prosperity by increasing the social, cultural and economic well-being of individuals and communities within the Commonwealth and its regions. Teams awarded an FFEI "Creating Student Pathways for Opportunities in Artificial Intelligence (AI) Grant" are expected to: (i) create new or expand/strengthen existing activities between secondary and postsecondary education, and/or within postsecondary education, in AI-related student outreach, academic integration and/or labor-market alignment; (ii) assess the impact of the supported activities; and (iii) share the results. Teams’ goal will be furthering the readiness of current and future students for work and life involving artificial intelligence.

Please see full instructions for details.

Proposals Due: December 11, 2023
Length of Award: up to 30 months

Estimated Start Date: February 6, 2024
Award Amount: up to \$75,000

Questions: Emily Salmon, Senior Associate of Strategic Planning and Policy Studies, State Council of Higher Education for Virginia, emilysalmon@schev.edu

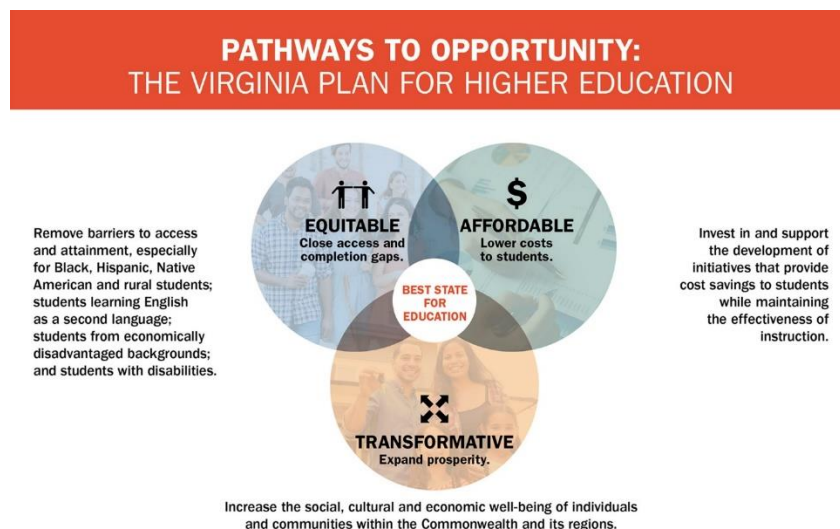
Background

In 2016, the Virginia General Assembly appropriated funding to the State Council of Higher Education for Virginia (SCHEV) to establish and maintain a fund for excellence and innovation. The “FFEI” fund is designed to stimulate collaboration among public school divisions, community colleges and universities to create and expand affordable student pathways and to pursue shared services and efficiency initiatives at colleges and universities that lead to measurable cost reductions. The legislation requires that grants be awarded on a competitive basis, with SCHEV determining eligibility criteria.

The foci of grants awarded through FFEI competitions have been various types of student-related pathway programs and institution-/operations-related shared services that result in efficiencies.

Since SCHEV was created in 1956, its first statutory duty has been the development of a statewide strategic plan for higher education (at least every six years) and the periodic review of that plan to ensure its relevance in addressing critical issues. In 2020, the SCHEV Council led an extensive review and revision of the 2014 plan, resulting in the approval in 2021 of the current plan, *Pathways to Opportunity: The Virginia Plan for Higher Education*. The plan articulates a vision that, by 2030, Virginia will be the “Best State for Education.” It also sets the goals and outlines the strategies and measures necessary to accomplish this vision. More information is available at [Pathways to Opportunity](#).

Pathways to Opportunity sets three broad goals for the Commonwealth: higher education that is **EQUITABLE**, **AFFORDABLE** and **TRANSFORMATIVE**.



Why Student Pathways for AI Opportunities Grants?

This third FFEI competition under *Pathways to Opportunity* focuses on the statewide strategic plan's third goal: TRANSFORMATIVE, which is defined as expanding prosperity by increasing the social, cultural and economic well-being of individuals and communities within the Commonwealth and its regions. The plan's strategies for achieving this goal include: supporting experiences that improve students' employment outcomes, income and community engagement; and improving the alignment between postsecondary academic programs and labor market outcomes.

Governor Glenn Youngkin's [Executive Directive Five \(ED5\), Recognizing the Risks and Seizing the Opportunities of Artificial Intelligence](#), issued in September 2023, calls for various AI-related activities both within and facilitated externally by state government, including activities related to education and workforce development. Such activities are to include:

- "Include AI-related topics in technology, computer science and data analytics courses in K-12 and higher education to ensure students are equipped with the skills and knowledge needed to succeed in a rapidly changing world."
- "Ensure that Virginia's K-12 students are prepared for future careers that involve AI technologies, including partnerships with community colleges, workforce development programs and industry associations."
- "Support opportunities for Virginia colleges and universities to contribute to AI research and training, through collaborations with other academic institutions, private companies and government agencies."

Of particular interest in the 2023 FFEI grant competition is proposals that further the creation and coordination of student-focused AI activities within postsecondary education, and/or between postsecondary and secondary education, in: (i) student outreach; (ii) academic integration; and/or (iii) labor-market alignment related to artificial intelligence. The goal is furthering the readiness of Virginia's current students and future generations for work and life involving artificial intelligence.

What Will Grantees Do?

A team of educational organizations that wins a 2023 FFEI grant award is expected to fulfill four requirements:

- Create at least one new, or expand/strengthen at least one existing, activity in its region that either initiates or improves at least one of the following: (i) outreach to and pathways for students in secondary and/or postsecondary education involving the study of and work/employment in artificial intelligence; (ii) integration of topics related to artificial intelligence into secondary and/or postsecondary curricula; and/or (iii) alignment of educational programming, curricula and training with the AI-related labor market.
- Assess the impacts of the team’s activity/ies in furthering the readiness of Virginia’s current students and future generations for work and life involving artificial intelligence.
- Close out the grant by preparing and submitting two reports: (i) a narrative report describing the grant-funded activities; and (ii) a comprehensive report described below under Deliverables.
- Share widely the results (findings, conclusions and insights), including how those activities that were assessed to have been successful could be adopted by other teams of educational organizations and/or in other regions of Virginia.

Deliverables

The final deliverables are two reports. The first deliverable is to be a narrative report describing the grant-funded activity/ies, such as how the collaborating educational organizations worked together, the barriers encountered and overcome, lessons learned from the experience, etc.

The second is to be a comprehensive report detailing and assessing the activity’s/ies’ outcomes and impacts for students, their pathways/opportunities for AI-related education and training and their prospects for AI-related work and life beyond education. If the activity/ies will be sustained beyond the grant period, then the report also should describe the educational organizations’ plans for these future activities.

To the extent practicable, the comprehensive report should include the following elements:

- Description of the state/status/extent of AI-related educational activities in the team’s region/area at the start of the grant period.
- Results of the team’s research into existing, relevant AI-related educational activities occurring elsewhere in the U.S.
- Description of how the team’s activity/ies was/were chosen, designed and implemented.

- Assessment of the activity's/ies' outcomes and impacts for: (i) current students in postsecondary and secondary education; (ii) future students; (iii) the educational organizations participating in the activity/ies; and (iv) relevant organizations, especially employers, in the team's region/area.

Description of Funding Opportunity

Eligible Applicants

Eligible applicants are teams of educational organizations in Virginia. The lead applicant and fiscal agent must be a public institution of higher education. Team members may include one or more other public institutions of higher education, one or more private non-profit institutions of higher education and/or one or more public school divisions.

At least two organizations of different types must be members of the team; i.e., a team cannot be comprised solely of two or more two-year public institutions or two or more four-year public institutions of higher education. Once that criterion is met, teams may include other postsecondary institutions and/or public school divisions relevant to achieving the goal(s) of the proposal.

Limited Submission

Each Virginia public institution of higher education may submit one proposal. Each educational organization – whether public, private, postsecondary or secondary – may participate on only one team; and therefore, it may be involved in only one grant application.

Award Type and Amount

Funds will be awarded in the form of a grant, with a Memorandum of Understanding between the State Council of Higher Education for Virginia and the lead institution (see Appendix).

Award amount: up to \$75,000.

No matching funds are required.

The number of grant awards has not been determined. The General Assembly has appropriated \$225,000 per year for the Fund for Excellence and Innovation.

Period of Performance

Grant period is up to 30 months.

The grant period will begin around February 6, 2024.

Application and Submission Information

Proposal Length, Type Face and Size, Spacing

Proposals are limited to 8 pages, not including cover sheet, table of contents, list of personnel involved, executive summary, budget and budget narrative, and biographical statements (biosketches). Proposals must be PDF files, except Detailed Budgets may be in Excel.

- Proposals may be single spaced.
- Font must be either Times New Roman 12 pt. or Arial 11 pt.
- Font for figures, tables, formulas and diagrams may be reduced no smaller than Times New Roman 10 pt. or Arial 9 pt.
- Margins, in all directions, must be at least an inch; margins for illustrations, graphics, diagrams, tables or figures that take up a full page may be reduced no smaller than half an inch.
- Pages should be numbered on the bottom right.
- Inclusion of other information in headers or footers is at the discretion of the applicant.

Contents of Proposal

Cover Sheet

The cover sheet should include the following information:

- Title of proposed project.
- Name and contact information for team leader from the applying public institution of higher education.
- Name and contact information for the team co-leader(s) from the applying educational organization(s) of a different type.
- Amount of funds requested.
- Printed name, title and signature of authorized signer.

List of Personnel Involved

Please list the name, title, organizational unit, institution/organization and project role of each person who will be involved in carrying out the activity/ies in the proposal.

Applicant teams may choose to estimate the level of effort for any personnel not

included in the budget. This list will assist the proposal reviewers in assessing the variety of expertise that will be contributed.

Proposal Narrative

Proposal narratives will be assessed using the scoring below (up to 80 points) and the criteria described in “Application Processing, Review Criteria and Award.” In addition, up to 20 impact points may be awarded by the reviewers at their discretion for a possible total of 100 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 listed in “Review Criteria,” below.

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

- Table of Contents.
- Executive Summary: The summary will be published on the website and used for a press release if the proposal is funded (2 points; 1-page limit).
- Project Description (8-page limit):
 - a. Brief History: Provide a brief history of previous or current efforts at the and/or between the applicant educational organizations regarding, as relevant: AI-related outreach to and/or pathways for students; integration of AI topics into postsecondary and/or secondary curricula; and/or alignment of AI education and training with current and future regional, state and national labor markets and workforce needs (15 points; up to about 2 pages).
 - b. Work Plan: Describe the applicant team’s plan of work and the design of the activities to be undertaken during the grant period that will lead to the completion of the required deliverables (50 points; about 5 pages).
 - c. Milestones and Timeline: Provide the milestones and timeline of activities; may include both progress and outcome milestones; in addition to milestones specific to the applicant team’s work plan, please include the following: date by which substantive assessments will be complete (13 points; about 1 page).
 - d. Conclusion (key reasons why the proposal should be funded; state the applicant team’s case in a few closing sentences on the final page(s) of the narrative).
- Budget: A detailed budget – for each year of the grant period and cumulatively – is required. Proposal reviewers will accept a budget in any format that includes the standard direct cost budget categories: salaries/wages, benefits, travel, supplies, other direct costs, subrecipients (subawards or contracts to

collaborating team member institutions), etc. Acceptable formats include those used by an institution’s office of sponsored programs, a budget extracted from an institution’s electronic grant administration portal or an Excel spreadsheet created by the applicant. Grant funds cannot be used for indirect costs.

- Budget Narrative: The amounts for each budget line item must be documented and justified in the budget narrative. For proposals that contain a subaward(s), each subaward must include a separate budget narrative (no page limit).
- Biosketches of Key Personnel: At least two biographical sketches are required: one from the leader of the proposed project at each collaborating institution. Biosketches are welcome for other senior or key personnel. Applicants may choose to use NIH-style or NSF-style biosketch formats, CVs or resumes. Documents are limited to three pages each.

Submission of Applications

Please submit applications via email to Emily Salmon, Senior Associate of Strategic Planning and Policy Studies, at emilysalmon@schev.edu. The subject line of the email should read: 2023 FFEI submission and the name of the lead applicant/institution.

Please submit proposals in a single pdf file, except detailed budgets may be submitted in Excel.

Application Processing, Review Criteria and 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 “Contents of Proposal.” While some points will be awarded based on compliance with

instructions, other points in those sections and the impact points will be awarded based on aspects such as the nature of the collaborative activities between the two (or more) applicant institutions, the mix of personnel listed and the plan to share expertise described in the proposal, the likelihood that the proposed activities will lead to development of the required deliverables, the proposed use of grant funds described in the budget narrative, etc.

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 may 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 types.

Funds will be awarded in the form of a grant, with a Memorandum of Understanding (MOU) between the State Council of Higher Education for Virginia and the lead institution (see Appendix). Upon an MOU’s execution, SCHEV will notify the Virginia Department of Planning and Budget to release the approved funds to the grantee for the fiscal year.

Reporting Requirements

Financial Reports

Financial reports are due 30 days after the end of Year 1 and 30 days after the end of the grant period. Financial reports should include information regarding the total amount awarded, the amount encumbered to date, the amount spent to date and the amounts remaining for each budget category and for the same budget categories for each subaward. Reports generated from an institution’s accounting system reporting function will be accepted, as will report formats designed by the grantee as long as they include the information listed.

If an applicant included a single line item in the proposal budget with an amount reserved for the pilot intervention, the Year 1 financial report should include a revised budget that shows specifically in which budget categories those funds will be (or already have been) spent.

Technical Narrative Progress Report & Comprehensive Report

Technical progress reports in narrative form are due 30 days after the end of Year 1 and 30 days after the end of the grant period. Also required are the final deliverables, described earlier. Whether SCHEV will provide a report template and what format any such template will take will be decided once the projects have been determined.

Award Administration

SCHEV staff seek to build relationships with grantees and foster collaborative approaches to addressing issues and removing impediments. 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 and Conditions of Award

Assurances and Certifications

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

Certification Regarding Collaborating Entity AOR Approval: The applicant AOR is certifying that the AORs (or equivalent) of all collaborating entities have made the same assurances and certifications and that documentation of such exists.

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 (Grantee Contacts) & 3B (SCHEV Contacts). [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.

Compliance with the Common Rule; Education in the Protection of Human Research Participants; Responsible Conduct of Research

If the grantee's pilot intervention will meet the definition of research with human subjects, the grantee will ensure that subjects are protected from research risks in conformance with the relevant federal policy known as the Common Rule (Federal Policy for the Protection of Human Subjects). All projects involving human subjects must either (1) obtain approval from the organization's Institutional Review Board (IRB) or (2) maintain documentation that the IRB has declared the research exempt from IRB review, in accordance with the applicable subsection, as established in section 101(b) of the Common Rule.

Further, if the pilot intervention involves research with human subjects, all senior/key personnel involved in human-subjects research should have received training in the protection of human subjects and the institution should have a plan to provide appropriate training and oversight in the responsible and ethical conduct of research to undergraduates, graduate students, and postdoctoral researchers who will be involved in conducting the pilot project.

Changes

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

- Changes to the scope of the project articulated in the approved proposal.
- Changes to any milestones and/or timelines included in the approved proposal 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.).
1. During the performance of this contract, the grantee agrees as follows:
 - a. 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.
 - b. 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.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. 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.
- I. **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.
- J. **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.
- K. **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.
- L. **QUALIFICATIONS OF (BIDDERS/OFFERORS)**: NA
- M. **TESTING AND INSPECTION**: NA (duplicate of I. above)
- N. **ASSIGNMENT OF CONTRACT**: NA (duplicate of J. above)
- O. **CHANGES TO THE CONTRACT**: See Attachment 1: Special Terms and Conditions.
- P. **DEFAULT**: See Attachment 1: Special Terms and Conditions.
- Q. **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.
- R. **USE OF BRAND NAMES**: NA
- S. **TRANSPORTATION AND PACKAGING**: NA
- T. **INSURANCE**: NA

- U. **ANNOUNCEMENT OF AWARD:** NA
- V. **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.
- W. **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.
- X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS AND ORDERS:** NA
- Y. **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.
- Z. **SET-ASIDES:** NA
- AA. **BID PRICE CURRENCY:** NA
- BB. **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.

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.

F. **PROPOSAL ACCEPTANCE PERIOD:** NA

G. **WARRANTY:** NA

H. **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.