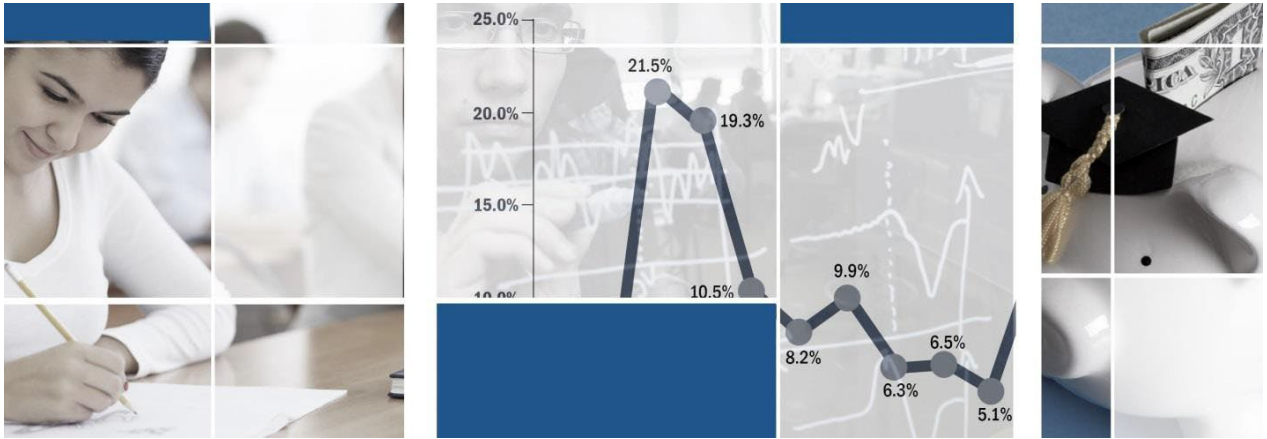


Issued: October 24, 2025



Fund for Excellence and Innovation

CALL FOR PROPOSALS

Expanding Student Pathways or Communities of Practice in Artificial Intelligence (AI) Grants

Updated November 10, 2025

Activity	Key Dates
Call for Proposals Issued	October 24, 2025
Informational Webinar	November 5, 2025
Proposals OR Letter of Intent Due	December 15, 2025
Last Day to Submit Proposals	January 20, 2026
Award Announcement	February 23, 2026 (Approximate)
Estimated Start Date	March 2, 2026



STATE COUNCIL OF HIGHER
EDUCATION FOR VIRGINIA

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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 September 2025, the State Council of Higher Education for Virginia (SCHEV Council) endorsed a new statewide strategic plan framework, with a new plan to be effective in January 2026. The new framework indicates a focus on leading the nation in talent development which the Commonwealth can achieve by progressing toward three broad goals, promoting higher education that is: (i) ready; (ii) responsive; and (iii) relevant.

In Fall 2025, SCHEV seeks to award the first round of FFEI funds under the newest statewide strategic plan. This opportunity has the potential to support any or all the new strategic plan goals by preparing students learning and working in an AI-forward world (ready), aligning with workforce and labor market demands driven by AI (relevant), and meeting the needs of students and Virginians writ large through AI efficiencies (relevant). One or more teams (led by a public institution) awarded an FFEI "Creating Student Pathways or Communities of Practice in Artificial Intelligence (AI) Grant" will be expected to engage in one of the following two tracks:

Track 1: Expand or enhance existing AI efforts between secondary and post-secondary education (and/or within post-secondary education) in AI-related student outreach, academic integration, labor-market alignment and/or shared services for institutions of higher education and/or K-12 institutions; assess the impact of the supported activities; and share the results. Some activities may include leveraging AI to retool current programs to attract nontraditional learners, broaden credentialing options (including stackable micro-credentials), or scaling existing projects for broader impact. The goal will be furthering the readiness of current and future students for work and life involving artificial intelligence.

Track 2: Procure new shared services and create a community of practice within Virginia postsecondary education (and/or between Virginia secondary and postsecondary education) to support the integration of AI in instructional and student support. This integration may include professional development to bridge gaps in

expertise among faculty, student support services that provide AI training or AI tools and resources, stackable micro-credentials/micro-badging opportunities, efforts to shorten time to degree/credential, supports for nontraditional learners (e.g., retooling programs for shorter semesters to support adult learners), efforts to reduce transfer curricular complexity (i.e., identifying the most efficient course sequence along the two- and four-year curricular pathway), analysis of credit for prior learning and alignment to transfer pathways (e.g., Military experience, AP, CLEP), or other similar projects and initiatives.

Please see full instructions for details.

Proposals/Letter of Intent Due: December 15, 2025

Final Date for Proposal Submissions: January 20, 2026

Estimated Start Date: March 2, 2026

Length of Award: up to 30 months

Award Amount: up to \$250,000*

*The number of projects awarded and the amount of the award(s) will be dependent upon the number of viable submissions for each track. The total amount appropriated to this initiative in FY 2026 is \$250,000. It is possible that one track could be selected to receive the total funding and for one project to receive the total funding if the proposal includes a structured and feasible plan for statewide impact. Otherwise, the funding will be divided accordingly based on the number of approved proposals.

Questions:

Taylor Clark, Associate of Strategic Planning and Policy Studies, State Council of Higher Education for Virginia, taylorclark@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's establishment 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 late 2024, the Council began efforts to revise the 2021 plan. The resultant plan framework indicates a focus on leading the nation in talent development with three supporting goals: readiness, relevance, and responsiveness. The current framework, endorsed by the Council, also sets out objectives and supporting strategies for accomplishing each goal and the overarching focus on talent. The Plan will take effect in early 2026, pending full endorsement from Council. More information is available at www.schev.edu.

Why Grants focused on Artificial Intelligence in Higher Education?

This first FFEI opportunity under the new plan framework has the potential to address each of the three goals. Activities from this grant can improve student readiness to engage in AI-driven educational and workforce practices, institutional responsiveness in appealing to the needs of today's learners and workforce, and broad relevance of higher education for all Virginians.

[*Executive Order Thirty \(2024\): Implementation of Standards for the Safe Use of Artificial Intelligence Across the Commonwealth*](#) sets forth specific guidelines and tasks for implementing AI in education. This information is expressed in the Executive Order 30 companion document [*"Guidelines for AI Integration Throughout Education in the Commonwealth of Virginia."*](#) Specific recommendations from the Guidelines document include:

- "Provide Professional Development — Offering workshops or professional development courses, micro-credentials, or micro-badges on AI as well as meaningful follow-up implementation and application activities, discussions and opportunities to collaborate with colleagues and experts can help teachers

understand and experience its capabilities and limitations.”

- “Spotlight Success — Spotlight interesting examples of AI that are already being used in schools. Ensure educators have meaningful outlets to share what they are trying and whether it is working or not. Encourage teachers to collaborate in their exploration of AI to learn from each other's experiences and build a supportive community for this new educational environment.”
- “Host Stakeholder Conversations — Host regular conversations with business leaders, educators, governing members, leaders, and families about AI and how schools are preparing or will be preparing students with the skills to thrive in an AI-infused world. Topics could include, but not limited to, fostering ethical AI use and digital citizenship collaboration and interdisciplinary learning, and integration of AI in the curriculum.”
- “Set The Right Conditions — Clearly outline the school or system’s policies and protocols around data privacy, honor code, student code of conduct, acceptable use, and ethical considerations when using AI, including those related to plagiarism and proper use of secondary sources. Teachers should know what is expected of them and the boundaries within which they should operate. These conditions might include using technology to support teaching and learning.”
- Of particular interest in the FY 2025 FFEI grant competition is proposals in Track 2 that procure shared services and establish communities of practice that support AI integration activities.

What Will Grantees Do?

A team of educational organizations led by a public institution awarded an FY 2025 FFEI grant is expected to fulfill FOUR requirements:

(1) In collaboration with identified partners, complete activities that align with the selected track:

- **Track 1: Expand or 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; (iii) alignment of educational programming, curricula and training with the AI-related labor market; and/or (iv) development of shared services among institutions of higher education and/or public K-12 institutions.

OR

- **Track 2: Procure new shared services and create a community of practice** between secondary and postsecondary education (and/or within postsecondary education) to support the integration of AI in instructional and student supports. This integration may include professional development to bridge gaps in expertise among faculty, student support services that provide AI training or AI tools and resources, stackable micro-credentials/micro-badging opportunities, efforts to shorten time to degree/credential, supports for nontraditional learners (e.g., retooling programs for shorter semesters to support adult learners), efforts to reduce transfer curricular complexity (i.e., identifying the most efficient course sequence along the two- and four-year curricular pathway), analysis of credit for prior learning and alignment to transfer pathways (e.g. Military experience, AP, CLEP), or other similar projects and initiatives., or other similar projects and initiatives.
- (2) 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.
 - (3) 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.
 - (4) 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 required of the grantee(s) are TWO reports (in addition to the semi-annual progress 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 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:

- **Track 1:** Description of any shared services and/or resources expanded or strengthened and ways in which those resources will be shared between partner institutions and across the Commonwealth, as applicable (required for track one only if shared services were a chosen activity)

OR

- **Track 2:** Description of shared services and/or resources created through the community of practice and ways in which those resources will be shared between partner institutions and across the Commonwealth, as applicable.

AND (Both Tracks)

- General description of the state/status/extent of regional AI-related educational activities related to the team's project 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. (track one only)
- Description of how the team's activity(ies) was/were chosen, designed and implemented.
- Assessment of activity 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. Rural institutions and HBCUs are encouraged to apply. Lead applicants other than rural institutions and HBCUs are encouraged to place special consideration on partnerships with rural institutions and HBCUs. During proposal review, impact points will be awarded to such applicants.

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 public two-year institutions or two or more public four-year 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 \$250,000.

No matching funds are required.

The number of grant awards has not been determined. The General Assembly has appropriated \$250,000 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 March 2, 2026.

Application and Submission Information

Letter of Intent

Potential applicants who are interested in submitting a proposal but are unable to meet the original due date because of internal review processes or other unavoidable delays may submit a non-binding letter of intent by December 15 instead. The letter of intent must include the following elements:

- Track you plan to apply under
- Lead institution name
- Partner institution name(s)
- PI name and contact information
- Any key personnel already identified
- An executive summary of the project you plan to propose

To remain in consideration for this opportunity, SCHEV must receive either a letter of intent or a full proposal by 11:59pm on December 15, 2025. For those submitting a letter of intent, full proposals are still required and must be submitted no later than 11:59pm on January 20, 2026.

Proposal Length, Type Face and Size, Spacing

Proposals are limited to eight (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, which may be in Excel.

- (1) Proposals may be single spaced.
- (2) Font must be either Times New Roman 12 pt. or Arial 11 pt.
- (3) Font for figures, tables, formulas and diagrams may be reduced no smaller than Times New Roman 10 pt. or Arial 9 pt.
- (4) 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.
- (5) Pages should be numbered on the bottom right.
- (6) 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:

- (1) Title of proposed project.
- (2) Selected track
- (3) Name and contact information for team leader from the applying public institution of higher education.
- (4) Name and contact information for the team co-leader(s) from the applying educational organization(s) of a different type.
- (5) Amount of funds requested.
- (6) 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:

- (1) Table of Contents.
- (2) 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).
- (3) Project Description (8-page limit):

- Brief History: Provide a brief history of previous or current efforts related to the proposed project activities at the lead institution and/or between the applicant educational organizations (15 points; up to about 2 pages).
 - 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).
 - 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; applicants may use the timeline template provided or those of their own creation (13 points; about 1 page).
 - 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).
- (4) Budget: A detailed budget – for each year of the grant period and cumulatively – is required. Applicants may use the provided budget template; however, proposal reviewers will accept a budget in any format that includes the standard direct cost budget categories and cost breakdowns that are listed in the template. 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.
- (5) 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).
- (6) 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. Sample templates can be found on SCHEV's website under the Grants landing page or upon request.

Submission of Applications

Please submit applications via email to Taylor Clark, Associate of Strategic Planning and Policy Studies, at taylorclark@schev.edu. The subject line of the email should read:

FY 2026 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 (especially if the collaboration includes a rural institution or HBCU), the mix of personnel listed and the plan to share expertise described in the proposal, any clear and noted alignment with the statewide strategic plan goals, 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 Reports

Technical progress reports are due every six months and will be completed via an electronic form. Technical reports will include both narrative and quantitative response requirements based on associated deliverables found in the Performance Measures (attachment #3). Awardees also should expect that SCHEV will request specific updates to the project milestones and timeline, as needed.

Also required are the final deliverable reports, described in the "Deliverables" section above.

Award Administration

SCHEV staff seek to build relationships with grantees and foster collaborative

approaches to addressing issues and removing impediments.

Certain project changes require notification to the grantor. Requests should be made using the designated Amendment Request Form provided to awardees. For additional 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 made using the designated Amendment Request Form provided to awardees. Submission 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 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.

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:** NA

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.

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.