

# **OPPORTUNITY INC. OF HAMPTON ROADS**

## **REQUEST FOR PROPOSALS (RFP) ONE-STOP OPERATOR WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) RFP #OSO-PY'19-1**

### **Release Date**

February 4, 2019

### **Proposal Deadline**

March 18, 2019 (5:00 p.m. Eastern Time)

### **Pre-Proposal Conference**

February 19, 2019 (2:30 p.m. Eastern Time)

### **Initial Contract Period**

July 1, 2019 to June 30, 2020

### **Contract Renewal**

A Contract awarded under this RFP may be renewed for up to three (3) twelve (12) month performance periods after completion of the Initial Contract Period, at the discretion of Opportunity Inc. of Hampton Roads

### **Contact Person**

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Equal Opportunity Program/Employer

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## SECTION I Introduction, Purpose and Requirements

### 1.1 Introduction

Opportunity Inc. of Hampton Roads is a local government authority chartered under The Code of Virginia by the Cities of Chesapeake, Franklin, Norfolk, Portsmouth, Suffolk and Virginia Beach and the Counties of Isle of Wight and Southampton, Virginia, that serves as the operating arm of the Hampton Roads Workforce Development Board (HRWDB). Note: Opportunity Inc. is currently in the process of changing its name to the Hampton Roads Workforce Council. This action does not affect the issuance of this RFP or the award of any resulting contract.

The HRWDB is appointed by the Chief Local Elected Officials (CLEOs) of the jurisdictions listed above, **which are collectively known as Local Workforce Development Area (LWDA 16)** and consists of approximately 1,250,000 residents. Opportunity Inc.'s primary responsibilities in support of the HRWDB and the CLEOs are implementing, facilitating and managing federal workforce development funds; partnering with various entities, both public and private; ensuring the delivery of quality services to job seekers, workers and the business community through the One-Stop System; and, serving as the convener of workforce development stakeholders and resources within the region, in order to develop and improve the region's workforce through a comprehensive strategic vision, set forth in the 2016-2020 Local Plan. Note: The One-Stop System in Virginia currently operates under the unified brand of "Virginia Career Works" and One-Stop Centers are also referred to as "Virginia Career Works Centers".

WIOA Basic Career Services, as defined under Section 678.430 (a) of the WIOA Final Rules and Regulations, are currently provided by Opportunity Inc. Staff in partnership with the Virginia Employment Commission and other applicable partners. WIOA Individualized Career and Follow-up Services, as defined under Sections 678.430 (b) and 678.430(c), are currently provided by Opportunity Inc. Staff under a waiver authorized by the Governor of the Commonwealth of Virginia. WIOA Business Services, as defined under Section 678.435, are currently provided to local businesses through a One-Stop Business Services Team comprised of a number of partner organizations that is led by the Opportunity Inc. One-Stop Business Services Coordinator.

The aforementioned service delivery design will remain in place going forward into Program Year 2019 and, in that regard the One-Stop Operator will not be responsible for employing direct service provider staff.

For Program Year 2017, the One-Stop System provided services to 9,721 individuals and 3,950 business customers. The System has consistently exceeded all Department of Labor (DOL) Adult and Dislocated Worker (DW) Common Measures and internal participant service level goals for the last seven (7) program years.

DOL Adult and DW Performance Measure Goals for Program Years 2018 and 2019 are as follows:

A. Adult 2 <sup>nd</sup> Quarter Employment Rate .....	77.00%
B. Adult 4 <sup>th</sup> Quarter Employment Rate .....	80.00%
C. Adult 2 <sup>nd</sup> Quarter Median Earnings .....	\$5,300
D. Adult Credential Attainment within 1 Year .....	70.00%
E. DW 2 <sup>nd</sup> Quarter Employment Rate .....	83.00%
F. DW 4 <sup>th</sup> Quarter Employment Rate .....	84.00%
G. DW 2 <sup>nd</sup> Quarter Median Earnings .....	\$8,700
H. DW Credential Attainment within 1 Year.....	70.00%

Note: Goals for the Adult and DW Measurable Skill Gain performance measures have not been established, at this time.

## 1.2 Purpose of the RFP

Opportunity Inc. is issuing this RFP in accordance with Section 678.605(a) of the Final WIOA Rules and Regulations in order to solicit proposals from qualified public or private entities to serve as the One-Stop Operator for LWDA 16, in order to facilitate the efficient and effective coordination of existing service providers and partner organizations and provide for enhancements to the System that will support the ongoing continuous improvement of services and performance outcomes. The One-Stop Operator will be responsible for coordinating the delivery of services provided through a network of one (1) Comprehensive and three (3) Affiliate Centers. The One-Stop Operator will work under the direction of the HRWDB, through the HRWDB Workforce Services Committee.

Opportunity Inc. anticipates that **approximately \$60,000.00** will be available to fund an initial year One-Stop Operator Contract under this RFP, based on projected Program Year 2019 funding availability. Funding amounts for additional contract performance periods thereafter will be negotiated with the One-Stop Operator. A contract awarded under this RFP will be operated with federal WIOA funds from the United States Department of Labor Employment and Training Administration (DOLETA), through the Virginia Community College System (VCCS), to Opportunity Inc., through the City of Virginia Beach, Virginia, the designated Grant Recipient for Virginia Local Workforce Development Area 16.

All WIOA funded services must be delivered in accordance with the Final WIOA Rules and Regulations, related guidance from the Department of Labor, OMB Uniform Guidance on Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Commonwealth of Virginia Laws and Regulations, and policies and guidelines set forth by Opportunity Inc. on behalf of the HRWDB and CLEOs of the region.

Additional funding may become available as Opportunity Inc. secures discretionary grants, at which time, terms of the One- Stop Operator Contract awarded under this RFP may be amended.

### 1.3 Highlights of the Workforce Innovation and Opportunity Act

The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014 and took effect on July 1, 2015. WIOA supersedes the Workforce Investment Act (WIA) of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973.

Additional final federal regulations pertaining to various programs tied to WIOA have been released. However, proposals submitted in response to this RFP, and any final contract(s) negotiated with the successful proposer under this RFP, are subject to any additional rules, regulations and/or policies that may be issued by the applicable funding sources.

From a policy perspective, WIOA is designed to (a) help job seekers and workers access employment, education, training and support services to succeed in the labor market and (b) to match employers with skilled workers they need to compete in the global economy. In passing WIOA, Congress reaffirmed the roles of the Workforce Development Boards and the One-Stop System as the cornerstones of the public workforce development system, and brought together and enhanced several key employment, education and training programs. The Workforce Development Boards collaborate with the Chief Local Elected Officials to set the policy direction for the workforce development system which includes the One-Stop System. The Virginia Career Works Centers are the direct service access points for job seekers, workers and employers.

*The Key Highlights of WIOA for the purpose of this RFP Include:*

- A. *Aligning Federal Investments to Support Job Seekers, Workers and Employers:* At the State level, WIOA establishes a unified strategic planning across “core” programs, which include the WIOA Youth, Adult and DW Programs, Wagner-Peyser Employment Service, Adult Education and Literacy and Title I of the Rehabilitation Act programs.
- B. *Strengthening the Governing Bodies that Establish State, Regional and Local Workforce Development Priorities:* WIOA streamlines membership of business-led, state and local workforce development boards. The Act emphasizes the role of Boards in coordinating and aligning workforce programs and adds funds to develop strategies to meet worker and employer needs.
- C. *Helping Employers Find Workers with the Necessary Skills:* WIOA emphasizes engaging employers across the workforce system to align training with needed skills and match employers with qualified workers. The Act also adds flexibility at the

local level to provide incumbent worker training and transitional jobs as allowable activities and promotes work-based training, such as On-the-Job Training (OJT), with employers.

WIOA also strongly emphasizes training that leads to industry recognized postsecondary credentials.

Proposers are strongly encouraged to consider these WIOA elements in their proposals under this RFP and to demonstrate a clear understanding of WIOA as it relates to the role of the One-Stop Operator. Additional information and updates pertaining to WIOA may be reviewed at the U.S. Department of Labor's WIOA resource page at [www.doleta.gov/wioa](http://www.doleta.gov/wioa).

## 1.4 Solicitation

Opportunity Inc. hereby solicits proposals from qualified entities, using a competitive proposal process, to serve as the One-Stop Operator for LWDA 16, in accordance with the Scope of Work outlined in this RFP. One (1) contract is expected to be awarded under this RFP.

This RFP does not commit Opportunity Inc. to accept any proposal submitted, nor is Opportunity Inc. responsible for any costs incurred by the proposer(s) in the preparation of responses to this RFP.

Opportunity Inc. reserves the right to (a) reject any or all proposals, or (b) to accept or reject any or all items in the proposal.

Opportunity Inc. reserves the right to negotiate with the proposer(s) after proposals are reviewed, if such action is deemed to be in the best interest of Opportunity Inc.

The specifications outlined in this RFP have been determined to be a minimum acceptable standard. The Proposer(s) are encouraged to submit a proposal that will provide the residents of LWDA 16 with the best quality and cost effective option for the services being requested.

### 1.4.1 RFP Release, Timeline and Questions

RFP Release Date:	February 4, 2019
Non-Mandatory Pre-Proposal Conference to be held at the Virginia Career Works Comprehensive Center located in Suite 100, Circle East Office Building, 861 Glenrock Road, Norfolk, VA 23502	February 19, 2019 2:30 p.m. Eastern Time
Final Deadline for Questions Submitted in Writing	March 4, 2019
RFP Proposal Due Date 5:00 p.m. Eastern Time	March 18, 2019
HRWDB Workforce Services Committee (WSC) Proposal Review and formulation of selection recommendation	April 11, 2019
HRWDB Executive Committee and CLEOs meet to select a One-Stop Operator Contractor	May 15, 2019
Contract Negotiations Completed	June 3, 2019
One-Stop Operator Contract Start Date	July 1, 2019

**Note: Dates are subject to change.**

Beginning on February 4, 2019, the RFP will be available for download from the Opportunity Inc. website at [www.vcwhamptonroads.org](http://www.vcwhamptonroads.org). If you have difficulty downloading the RFP, or have any questions, please contact Bill Coley, Opportunity Inc. Workforce Services Officer, by phone at (757) 314-2370 or by email at [bcoley@vcwhamptonroads.org](mailto:bcoley@vcwhamptonroads.org).

**A non-mandatory Pre-Proposal Conference will be held on February 19, 2019 at 2:30 p.m. Eastern Time for prospective proposers. The location for the Pre-Proposal Conference is shown above.**

**The final date for questions to be submitted is March 4, 2019 at 5:00 p.m. Eastern Time. All questions from proposers other than those posed at the Pre-Proposal Conference must be in writing and submitted to Bill Coley at his email address shown above. All questions and answers will be posted as soon as possible on [www.vcwhamptonroads.org](http://www.vcwhamptonroads.org) without further notice.**

### 1.4.2 Submission of Proposals

To be considered under this RFP, one (1) original and (5) signed and complete copies of the proposal must be received by Opportunity Inc., either by mail or in-person, **no later than 5:00 p.m. Eastern Time on March 18, 2019. Proposers must also include one (1) electronic version of the proposal on a flash drive.** Proposals submitted via email or fax **will not** be considered. Also, incomplete proposals or any proposal(s) received after the proposal deadline **will not** be considered.

All Proposals must be sealed and labeled with RFP #OSO-PY'19-1 and include the Proposer's Name and Address on the outside of the package.

All Proposals (including all documents and attachments) will not be returned.

**Proposals must be submitted to Opportunity Inc. at the following address:**

**Suite 1314, Dominion Tower  
999 Waterside Drive  
Norfolk, VA 23510**

Note: Normal Business Hours are 7:00 a.m. to 5:30 p.m. Eastern Time Monday through Thursday. The office telephone number is (757) 314-2370.

## 1.5 RFP Response

### 1.5.1 *Proposer Eligibility and Qualifications*

The One-Stop Operator may be a single entity (public, private for profit or private nonprofit) or a consortium of entities that, at a minimum, includes three (3) or more of the required WIOA One-Stop Partners located in LWDA 16 (See Attachment C). Eligible entities include the following:

A. Government agencies or governmental units such as: local or county governments, school districts and Federal WIOA Partners.

B. Employment Service State Agencies under the Wagner-Peyser Act, as amended by Title III of WIOA.

C. Indian Tribes or Tribal Organizations.

D. Educational Institutions, such as institutions of higher education, non-traditional public secondary schools such as night schools and area career and technical education schools (however, elementary and other secondary schools are not eligible to become a One-Stop Operator).

E Community based organizations, nonprofit entities, or workforce intermediaries.

F. Other organizations capable of carrying out the duties of the One-Stop Operator, such as a local chamber of commerce, other business organization, or labor organization.

G. Private for profit entities.

Proposers must have the capability in all respects to fully perform the Scope of Work specified under this RFP and have the experience and skill sets necessary to assure good faith performance of a contract. In that regard, proposers should at a minimum have the following:

A. Prior experience coordinating, managing, and/or delivering services within a One-Stop Center or substantially similar operation;

B. Successful history of achieving specified performance measures;

C. Working knowledge of the WIOA Law and Final Rules and Regulations and the OMB Uniform Guidance;

D. Familiarity with the labor market and related dynamics of the Hampton Roads Region; and,

E. Familiarity with the mandated and additional WIOA One-Stop Partner Organizations in LWDA 16 and the services that they provide.

Entities that are presently debarred, suspended, or proposed for debarment or suspension are not eligible to receive a contract that may be awarded under this RFP. The submission of a proposal under this RFP will be considered certification that the proposer is not currently debarred, suspended or proposed for debarment or suspension.

An entity selected as the One-Stop Operator under this RFP will be considered a subrecipient of a Federal Award.

The One-Stop Operator is required to be physically located within LWDA 16. Office space and utilities for the One-Stop Operator in the Virginia Career Works Comprehensive Center located in Norfolk will be provided at no cost.

### *1.5.2 Technical Proposal Format*

To facilitate the review of proposals, Proposers should prepare their proposals according to the instructions and in the order presented in this section. Proposals should be prepared as simply as possible with straightforward, concise descriptions to demonstrate an understanding of the Scope of Work and related services required by Opportunity Inc. Proposals that provide innovative alternatives and creative approaches are encouraged. Any other information thought to be relevant, but not applicable to the categories below, may be provided as an appendix to the proposal. Also, any information contained in proposals that is considered by the proposer to be proprietary should be indicated accordingly.

The proposal should be organized with tabs in the following order and contain the following:

- A. Proposal Submission Form (Attachment A). The Proposal Submission Form should act as the cover page of the proposal.
- B. Executive Summary that provides a narrative, prepared in non-technical terms, summarizing the proposal.
- C. Profile which includes the proposing organization's ownership, products or services, qualifications, financial status, and other pertinent information.
- D. Description of the Proposer's understanding of the requirements contained in the Scope of Work. Include how relationships with existing partners will be maintained and new partners will be engaged.
- E. Approach to be used, in detail, to meet the requirements identified in the Scope of Work.
- F. Key personnel, including experience history, who will be assigned to work on the project/provide services. Identify any subcontractors/consultants who will work on the project and/or provide services and define their roles.
- G. Successes on projects that are the same or substantially similar to that which is requested under this RFP.
- H. Work References (Attachment D) References are to be for entities for whom the proposer has done the same or substantially similar work as set forth in the RFP.
- I. Price Proposal Form (Attachment B).
- J. Small, Women-owned, and Minority-owned Business (SWaM) certification documentation, if applicable.
- K. Other Appendices as determined by the Proposer.

### 1.5.3 *Price Proposal*

Complete and provide the Price Proposal Form (Attachment B) with your proposal. The proposed total price should reflect the initial contract performance period of 7/1/19 to 6/30/20, only.

### 1.5.4 *Evaluation Criteria*

Each proposal will be evaluated according to the following criteria:

- A. Demonstrated understanding and proposed approach to provide the Scope of Work identified in this RFP. (25 points)
- B. Successful experience and capabilities of the proposer providing the same or substantially similar services. (25 points)
- C. Experience, Qualifications and Demonstrated Knowledge of key personnel. (20 points)
- D. Work References. (10 points)

- E. Price. (10 points)
- F. Completeness of Proposal. (10 points)

### 1.5.5 Evaluation of Proposals

*Only proposals that are seen as responsive, from Proposers deemed responsible, will be evaluated against the RFP evaluation criteria and be eligible for an award.*

Proposals will be evaluated according to the established evaluation criteria. Opportunity Inc. will select at least the top two (2) ranked proposals from all that are submitted that are deemed to be fully qualified and best suited to provide the required services. Opportunity Inc. may initiate discussions/interviews with the selected Proposers. Opportunity Inc. will conduct negotiations with each of the selected Proposers and may obtain best and final offers. Once negotiations are complete Opportunity Inc. may again decide as to whether the Proposer is responsible.

Should Opportunity Inc. determine that only one (1) Proposer is fully qualified or that one (1) Proposer is clearly more highly qualified than others, a contract may be negotiated and subsequently awarded to that Proposer, if Opportunity Inc. finds, in its sole discretion that such a selection is in the best interests of the LWDA 16.

### 1.5.6 Proposal Reconsideration Process

*Please see Attachment E.*

## SECTION 2 SCOPE OF WORK

### 2.1 Background

The One-Stop Operator will work in cooperation with all One-Stop Partner Organizations and service providers in order to provide for the coordination of services delivered through the One-Stop System in LWDA 16. Through the designated authority of the HRWDB and the WIOA Law and Final Rules and Regulations, the One-Stop Operator will be responsible for organizing and delivering coordinated access to all required customer services through collaborative solutions as part of a fully integrated; partner led One-Stop System.

As the One-Stop System requires multiple partners to deliver services, effective collaboration and coordination amongst all is essential. In that regard, it is paramount that the One-Stop Operator, as the primary System Coordinator, develops and maintains those critical relationships on an ongoing basis, while also being astute to the identification of new partners or increased contributions for existing partners, in order to underpin the continuous improvement and support of the One-Stop System.

## 2.2 Primary One-Stop Operator Responsibilities:

- A. In cooperation with the HRWDB, establish and maintain effective working relationships with all partners and service providers that comprise the Hampton Roads One-Stop System. Systematic, overarching responsibilities will include the following functions:
1. Coordinate the ongoing operation of a One-Stop Partner Leadership Team (OSPLT) comprised of all MOU Partners and Opportunity Inc. by convening regular meetings to conduct One-Stop System business. Serve as the facilitator of the Team;
  2. Engage new partners and relationships as necessary to advance the One-Stop System's effectiveness attainment of goals;
  3. Assist the HRWDB with crafting and managing the execution of Partner MOUs, in cooperation with the OSPLT;
  4. Assure that partner responsibilities and commitments are implemented as set forth in the MOU; and,
  5. Establish and maintain customer satisfaction (job seeker and employer) and customer referral processes, in collaboration with the OSPLT and Opportunity Inc.
- B. Coordinate the service delivery of partners and service providers, as follows:
1. Facilitate a collaborative partner-led and funded approach in support of services and responsibilities at the Virginia Career Works Centers;
  2. Promote effective integrated, cross agency business practices in the Virginia Career Works Centers amongst partners;
  3. Provide partner driven and shared solutions for all One-Stop System services and activities;
  4. Ensure that access to customer Basic Career Services is available (both on-site and electronically) and supports, as necessary, daily operations of a partner integrated One-Stop System; and,
  5. Support the ongoing activities of the partner led One-Stop Business Services Team.
- C. Assist with the coordination and implementation of workforce development policy as it pertains to integrated One-Stop operations, as follows:
1. Adhere to all applicable WIOA rules, regulations and policies;
  2. Implement all applicable local HRWDB policies and other requirements; and,
  3. Recommend revisions to existing local policies or other requirements or the need for additional ones, in cooperation with the OSPLT.
- D. Other functional duties of the One-Stop Operator include:

1. Report to the HRWDB on One-Stop operations through the HRWDB Workforce Services Committee, in writing and/or in person at Committee meetings, as prescribed;
2. Act as the first-line, intermediary for addressing/resolving problems attendant to partner roles, relationships and coordinated responsibilities as such relates to the One-Stop System;
3. Facilitate the State's One-Stop Center Certification Process in accordance with the attendant requirements prescribed by the Virginia Board for Workforce Development; and,
4. Establish and maintain an ongoing coordination and collaboration relationship with the One-Stop Operator for LWDA #14 in support of the current collaborative initiative between LWDA 16 and LWDA 14.

By virtue of the interrelationship and co-dependence with the WIOA mandatory partners, the supporting role of the One-Stop Operator must be partner based and collegial.

### 2.3 Current Virginia Career Works Center Site Locations:

A. Virginia Career Works Center - Norfolk  
Suite 100, Circle East Office Building  
861 Glenrock Road  
Norfolk, VA 23502  
(Comprehensive Center)

B. Virginia Career Works Center-  
Portsmouth  
4824 George Washington Hwy.  
Portsmouth, VA 23702  
(Affiliate Center)

C. Virginia Career Works Center -Franklin  
Regional Workforce Development Center  
Paul D. Camp Community Center  
100 North College Drive, Room 214  
Franklin, VA 23851  
(Affiliate Center)

D. Virginia Career Works Center-Suffolk  
Suffolk Workforce Development Center  
157 North Main Street, 2<sup>nd</sup> Floor  
Suffolk, VA 23434  
(Affiliate Center)

All of the aforementioned Center Sites are to be maintained. Additional ones may be considered as applicable and appropriate.

### 2.4 Site Visits

Visits can be arranged for any or all of the above Center Site Locations by contacting Bill Coley, Opportunity Inc. Workforce Services Officer, at either (757) 314-2370 or [bcoley@vcwhamptonroads.org](mailto:bcoley@vcwhamptonroads.org). Site Visits can be conducted until March 1, 2019, by appointment.

## SECTION 3 GENERAL REQUIREMENTS, TERMS AND CONDITIONS

**3.1 VIRGINIA PUBLIC PROCUREMENT ACT (VPPA):** This RFP is subject to the provisions of the VPPA and any revisions thereto, which are hereby incorporated into this document by reference.

**3.2 APPLICABLE LAWS AND COURTS:** This RFP and any resulting 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 and must be in compliance with all applicable federal, State and local laws, rules and regulations, inclusive of, but not limited to, the Workforce Innovation and Opportunity Act (WIOA) of 2014, as amended, or any other federal, State or local funding source that may be identified.

**3.3 ETHICS IN PUBLIC CONTRACTING:** Proposing organizations certify that their proposals are made without collusion or fraud and that they have not been offered or received any kickbacks or inducements from any other proposer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**3.4 IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Proposing organizations certify that they do not and will not employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 in the performance of any contract resulting from this RFP.

**3.5 ANTITRUST:** By entering into a contract resulting from this RFP, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the services purchased by Opportunity Inc. under said contract.

**3.6 PAYMENTS:** The terms for payments will be part of the competitive negotiation process for this RFP and stipulated in the contract.

**3.7 INDEPENDENT CONTRACTOR:** A Contractor resulting from this RFP, and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of Opportunity Inc. or the HRWDB.

**3.8 SEVERABILITY:** If any provision of a contract resulting from this RFP or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to

persons or circumstances other than those which it is invalid or unenforceable, shall not be affected, and each provision of this contract shall be valid and enforced to the full extent permitted by law.

3.9 ADDENDA: Changes or supplemental instructions related to this RFP will be in the form of a written Addendum. Any Addendum that may be required will be posted on the Opportunity Inc. website at [www.vcwhamptonroads.org](http://www.vcwhamptonroads.org) with this RFP, without notice. It is the responsibility of proposers to check for such on the website prior to the proposal due date and time in order to ensure that all of such are received.

3.10 SUBRECIPIENT STATUS: An entity that is awarded a contract as a result of this RFP will be considered a Subrecipient of a Federal Award.

3.11 QUALIFICATIONS OF PROPOSING ORGANIZATION: Proposing organizations agree to provide Opportunity Inc. with any other requested information at any time to determine their ability to perform the services proposed. Opportunity Inc. may, at its sole discretion, cease negotiations with proposing organizations if information provided or other evidence fails to meet the requirements of the RFP.

3.12 ASSIGNMENT OF CONTRACT: A contract which may result from RFPs shall not be assignable by the contractor, in whole or in part, without the prior written consent of Opportunity Inc.

3.13 CHANGES TO THE CONTRACT: Either party to the contract may request, in writing, changes to the contract. Changes are not binding until both parties have signed an official contract modification document. An increase or decrease in the price of the contract resulting from any modification is subject to applicable provisions of the Virginia Public Procurement Act.

3.14 DEFAULT: In case of failure to deliver services in accordance with the contract terms and conditions, Opportunity Inc may declare the contractor in default and will immediately notify the contractor in writing. As a result, Opportunity Inc. may procure the same services from other sources and reserves the right to seek compensation from the contractor for any and all additional expenditures as a result of the default

3.15 INSURANCE: By signing and submitting a proposal in response to an RFP proposing organizations certify that they shall maintain and provide documentation, if requested, of all applicable and/or required insurance coverage(s). Insurance requirements for contracts with Federal, State or Local Governments or their agencies may vary from contracts with private entities.

3.16 AVAILABILITY OF FUNDS: In the event Federal, State or Local funds that are the resources for contracts are discontinued, curtailed or otherwise no longer available; contracts awarded as a result of any RFP may be cancelled or reduced at any time. Opportunity Inc. will notify contractors in writing as soon as possible after receiving any such notice.

**3.17 PROPOSAL ACCEPTANCE PERIOD:** Proposals shall be binding upon proposing organizations for one hundred twenty (120) calendar days following submission deadline. Any proposal that requests a shorter acceptance period may be rejected at the sole discretion of Opportunity Inc.

**3.18 SUBCONTRACTS:** In the event that a Contractor desires to subcontract for services to be provided, the contractor shall furnish to Opportunity Inc. the names, qualifications and experience of their proposed subcontractor. The Contractor shall remain fully liable and responsible for the work to be done by their subcontractor and shall ensure compliance with all contract requirements. All subcontracts must be approved in writing by Opportunity Inc. prior to execution.

**3.19 RECORDS RETENTION:** Contractors agree to retain all books, records, and other documents relative to contracts for four (4) years following the expiration of the contract or until audited, whichever is greater. However, if any audit claim, litigation, negotiation or other action involving the records has been started as a result of the audit or before the expiration of the four (4) year period, the records shall be retained until completion of the action and resolution of all issues which may arise. Opportunity Inc., its authorized representatives, and/or State and Federal auditors shall have full access to and the right to examine any of said materials during said period. Contractors are responsible for all costs associated with the retention of the books, records and other documents.

**3.20 CLARIFICATION OF TERMS OR QUESTIONS:** Clarifications to RFPs and answers to questions not contained in RFPs, as applicable and appropriate, will be posted on the website at [www.vcwhamptonroads.org](http://www.vcwhamptonroads.org) without further notice.

**3.21 HOLD HARMLESS:** Contractors agree to indemnify, defend and hold harmless Opportunity Inc., the HRWDB, the Chief Local Elected Officials of the Hampton Roads Region, the Commonwealth of Virginia, and their officers, agents and employees from any claims, damages, and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of materials, goods, or equipment of any kind or nature furnished by the contractor, or arising from, or caused by any services of any kind or nature provided by the contractor, provided that such liability is not attributable to the sole gross negligence on the part of Opportunity Inc. or to the failure of Opportunity Inc. to use the materials, goods, or equipment in the manner outlined by Contractors and descriptive literature of specifications submitted with contractors' proposals. This section does not apply to contracts with Federal, State or Local Governments or their agencies.

**3.22 CONTRACTUAL DISPUTES:** In accordance with Section 2.2-4363 of The Code of Virginia, claims arising out of a contract issued as a result of any RFP, whether for money or other form of compensation, shall be submitted by the contractor, in writing, with all necessary data and information attached to the claim. This submission must be received by Opportunity Inc. no later than sixty (60) calendar days after final payment is provided under any contract. Opportunity Inc. will respond in writing within ninety (90) calendar days of receipt of the claim, unless both parties agree to a longer response

period. In the event Opportunity Inc. does not respond within this time period, the contractor may institute legal action pursuant to Section 2.2-4364 of The Code of Virginia.

3.23 EXTENSION OF CONTRACT: All RFPs will include statements specifying if contracts will be able to be extended past their original term.

3.24 HUMAN TRAFFICKING: Executive Order 1333 requires the termination without penalty of any contract, if the contractor engages in human trafficking.

3.25 ROLE OF THE VIRGINIA COMMUNITY COLLEGE SYSTEM (VCCS): In Virginia, the VCCS at the State level is responsible for the formula distribution of WIOA funds; the award of certain Dislocated Worker WIOA Grants; ensuring the integrity of the funds; oversight and monitoring of local workforce development boards; and, developing and implementing WIOA operational guidance and policies in coordination with the Virginia Workforce Development Board. The aforementioned documents can be found at [www.elevatevirginia.org/practitioners-corner/](http://www.elevatevirginia.org/practitioners-corner/).

3.26 CONTRACT AWARD: Opportunity Inc. will enter into a contract with the selected proposer under this RFP. The initial contract will be for the period of July 1, 2019 to June 30, 2020. Thereafter, the contract may be renewed for up to three (3) twelve (12) month performance periods, at the discretion of Opportunity Inc. The initial contract amount will remain in force throughout that performance period, unless otherwise authorized by Opportunity Inc. Amounts for subsequent contract extensions will be negotiated with the contractor.

3.27 CERTIFICATIONS AND ASSURANCES: The following Certifications and Assurances are incorporated by reference and will be made part of any contract(s) entered into by Opportunity Inc. as a result of all RFPs:

1. Certification Regarding Lobbying (29 CFR Part 93).
2. Certification Regarding Debarment, Suspension and Other Responsibility Matters (29 CFR Part 98).
3. Nondiscrimination and Equal Opportunity Assurance (29 CFR Part 37).
4. Drug-Free Workplace Requirements Certification (29 CFR Part 98).
5. Standard Form 424b Standard Assurances (Non-Construction Programs).

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Note: Opportunity Inc. is an Equal Opportunity Program/Employer and does not discriminate against any individual in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political belief or citizenship. The full Opportunity Inc. EO/Nondiscrimination Policy 15-14 is posted on the website at [www.vcwhamptonroads.org](http://www.vcwhamptonroads.org).

ATTACHMENT A

PROPOSAL SUBMISSION FORM

<b>RFP Number:</b>	<b>RFP #OSO-PY'19-1</b>
<b>Proposal Name:</b>	<b>One-Stop Operator</b>
<b>Due Date and Time:</b>	<b>3/18/19 5:00 p.m. Eastern Time</b>

<b>1. PROPOSER INFORMATION</b>	
<b>Organization Name (Legal Name)</b>	
<b>Mailing Address</b>	
<b>Payment Address (if different from Mailing Address)</b>	
<b>Telephone Number</b>	( _____ ) _____ - _____
<b>Employer Identification Number (EIN)</b>	_____ - _____
<b>Social Security Number (only if an EIN is NOT provided)</b>	_____ - _____ - _____
<b>Representative Name/Title</b>	
<b>Representative Telephone Number</b>	( _____ ) _____ - _____
<b>Representative Email Address</b>	

ATTACHMENT A (Continued)

**2. AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA**

SCC Identification Number: \_\_\_\_\_

*or*

Organization/Company is not required to have/maintain registration because:

\_\_\_\_\_  
\_\_\_\_\_

**3. ANTI-COLLUSION CERTIFICATION**

The undersigned certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Proposer understands collusive bidding is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

**4. SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS (SWaM)**

Is the Proposer's Business SWaM Certified? \_\_\_ Yes \_\_\_ No (If Yes, attach Certification Documentation)

**5. AUTHORIZATION**

In accordance with the terms, conditions and specifications of this RFP, the undersigned agrees to furnish the services requested. The undersigned acknowledges that the proposal is valid for a period of 120 days from the due date and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this RFP and is authorized to contract on behalf of the Organization named below.

Organization Name: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(This Form must be fully completed, signed and dated. All signatures must be original and not photocopies.)

## ATTACHMENT B

## PRICE PROPOSAL

RFP #OSO-PY'19-1

(Completed Form must be submitted with the proposal)

ORGANIZATION NAME: \_\_\_\_\_

Line No.	Line Item Description	Calculation Methodology	Amount
01	Personnel Costs:	-----	-----
02	> Salaries		\$
03	> Fringe Benefits		\$
04	<b>&gt; Total Personnel Costs</b>		<b>\$</b>
05			
06	Non-Personnel Costs:	-----	-----
07	> Advertising		\$
08	> Communications		\$
09	> Contractual Services		\$
10	> Equipment		\$
11	> Insurance		\$
12	> Office Supplies		\$
13	> Subscriptions		\$
14	> Meeting Expenses		\$
15	> Travel Within LWDA #16		\$
16	> Travel Outside LWDA #16		\$
17	> Administrative Overhead (no greater than 10%)		\$
18	> Other (Please Specify)		\$
19	<b>&gt; Total Non-Personnel Costs</b>		<b>\$</b>
20	<b>&gt; Grand Total Costs</b>		<b>\$</b>

Note: Rent and utilities costs for the One-Stop Operator's office space within the Virginia Career Works Comprehensive Center in Norfolk will be provided to the Contractor at no cost. Proposers should not include these costs in their proposed budget.

ATTACHMENT C

WIOA ONE-STOP PARTNER ENTITIES  
RFP #OSO-PY'19-1

Required One-Stop Partners and Local Entities in LWDA 16 (Section 678.400 (b) of the WIOA Final Rules and Regulations)

1. Programs authorized under Title I of WIOA, including:
  - A. Adult Funding Stream (Opportunity Inc.).
  - B. Dislocated Worker Funding Stream (Opportunity Inc.).
  - C. Youth Funding Stream (Opportunity Inc.).
  - D. Job Corps (No Job Corps Center in LWDA 16, currently).
  - E. YouthBuild (No Grantee in LWDA 16, currently).
  - F. Native American Programs (No Grantee in LWDA 16, currently).
  - G. Migrant and Seasonal Farmworker Programs (No Grantee in LWDA 16, currently).
2. Employment Services authorized under the Wagner-Peyser Act (Virginia Employment Commission).
3. Adult Education and Literacy authorized under Title II of WIOA (Region 20 Adult Education Consortium on behalf of local Adult Education and Literacy Public School Division Departments).
4. The Vocational Rehabilitation Program authorized under Title I of the Rehabilitation Act of 1973 (Virginia Department for Aging and Rehabilitative Services).
5. The Senior Community Service Employment Program authorized under Title V of the Older Americans Act of 1965 (AARP Foundation).
6. Career and Technical Education Programs at the post-secondary level authorized under the Carl D. Perkins Act of 2006 (Tidewater Community College and Paul D. Camp Community College).
7. Trade Adjustment Assistance under the Trade Act of 1974 (Virginia Employment Commission).
8. Jobs for Veterans State Grant Programs authorized under Chapter 41 of Title 38, U.S.C. (Virginia Employment Commission Bridge to Employment Program).
9. Employment and Training Activities carried out under the Community Service Block Grant (STOP, Inc.).

## ATTACHMENT C (continued)

10. Employment and Training Activities carried out under the Department of Housing and Urban Development (Local Public Housing Authorities).

11. State Unemployment Compensation (Virginia Employment Commission).

12. Programs authorized under the Second Chance Act of 2007 (No Grantee in LWDA 16, currently).

13. Temporary Assistance to Needy Families (TANF) (Local Social Services Departments).

Note: There are MOUs in place with all required WIOA mandated partners in LWDA 16.

Roles and Responsibilities of Required One-Stop Partners (Section 678.420 of the WIOA Final Rules and Regulations)

1. Provide access to its programs or activities through the one-stop delivery system, in addition to any other appropriate locations;
2. Use a portion of funds made available to the partner's program, to the extent consistent with the Federal Law authorizing its program and applicable Federal Cost Principles, based on a reasonable cost allocation methodology, to support the infrastructure cost sharing of the one-stop delivery system;
3. Provide applicable career services;
4. Work collaboratively with the State and local Board to establish and maintain the one-stop delivery system;
5. Enter into an MOU with the local Board consistent with Section (678.500 (b)).
6. Participate in the operation of the one-stop delivery system; and,
7. Provide representation on the State and local Boards, as required, and participate on local Board committees, as needed.

One-Stop Partner Entity Defined (Section 678.415 (a) of the WIOA Final Rules and Regulations)

WIOA stipulates that the entity that serves as either the required or additional partner is the grant recipient, administrative entity or organization responsible for administering the funds of the specific program in the local area. The term entity does not include the service providers that contract with or are subrecipients of the local administrative entity. For programs that do not include local administrative entities, the responsible State Agency must be the partner.

Additional One-Stop Partners (Section 678.410 of the WIOA Final Rules and Regulations)

Other entities that carry out a workforce development program in the local area, including Federal, State, or local programs and programs in the private sector, may serve as additional partners in the one-stop delivery system with the approval of the local Board and CLEOs. These additional partners may include:

1. Federal, State or Local workforce development or workforce development programs in the Private Sector.

2. Employment and Training Programs administered by the Social Security Administration.

ATTACHMENT C (continued)

3. Employment and Training Programs carried out by the Small Business Administration.

4. Supplemental Nutrition Assistance Program (SNAP) Employment and Training Programs.

5. Client Assistance Program authorized under the Rehabilitation Act of 1973.

6. Programs authorized under the National Community Service Act of 1990.

7. Other appropriate employment, education or training programs operated by public libraries or the Private Sector.

Note: There are MOUs currently in place with two (2) additional One-Stop Partner Organizations (Virginia Tidewater Consortium for Higher Education and United Way of South Hampton Roads) Decisions made regarding the inclusion of additional One-Stop Partner Organizations are to be based on the additional services and resources that would result in a "value added" benefit to the One-Stop System and customers.

ATTACHMENT D

REFERENCE PAGE  
RFP #OSO-PY'19-1

(Completed Form Must Be Submitted with the Proposal)

ORGANIZATION NAME: \_\_\_\_\_

Reference 1

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed/Results Achieved:		Contract Amount: \$	

Reference 2

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed/Results Achieved:		Contract Amount: \$	

ATTACHMENT D (continued)

Reference 3

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed/Results Achieved:		Contract Amount: \$	

## ATTACHMENT E

PROPOSAL RECONSIDERATION PROCESS  
RFP# OSO-PY'19-1

The Hampton Roads Workforce Development Board (HRWDB), the Workforce Development Board for Virginia Workforce Development Area 16 under the Workforce Innovation and Opportunity Act (WIOA) of 2014, has the responsibility for selecting program providers for the Region from among various applicants.

It is the desire of the HRWDB to voluntarily provide an informal process for any applicant who submits a proposal which is not selected or program contract that is not extended or ITA program that is not recertified for continued eligibility, to have the opportunity to request reconsideration of such action.

Therefore, the following process applies to proposals received in response to Opportunity Inc. RFPs, ITA Applications and Opportunity Inc. decisions to not extend a program contract or ITA program for an additional performance period, in accordance with the applicable RFP or ITA Application/ Vendor Agreement:

PROCESS STEPS

- 1) If a proposal is not accepted, a program contract is not extended or an ITA program is not continued, the Opportunity Inc. Workforce Services Officer shall formally notify the applicant/program contractor/ITA Vendor of such action within five (5) work days of the decision. Such notification will have attached thereto a copy of this process.
- 2) In the event the applicant/program contractor/ITA Vendor desires reconsideration of a proposal, a program contract extension decision or removal of an ITA program, such applicant/program contractor/ITA Vendor shall submit a written request for reconsideration to the Opportunity Inc. Workforce Services Officer within five (5) work days of notification of the decision.
- 3) Upon receipt of such written request, the Opportunity Inc. Workforce Services Officer shall within five (5) work days of receipt of such, notify the Chairperson of the HRWDB. The HRWDB Chairperson shall within five (5) work days of such notification, appoint an AD HOC Committee to informally meet with the applicant/program contractor/ITA Vendor to discuss the request for reconsideration. In the case of youth proposals/contractors, most of the AD HOC Committee members shall be Youth Committee members.
- 4) The Chairperson of the AD HOC Committee, appointed by the HRWDB Chairperson, shall then set a time for a meeting with the applicant/program contractor/ITA Vendor, to be held within ten (10) work days or as expeditiously as possible, thereafter.
- 5) Said meeting shall be informal, and be restricted to the AD HOC Committee, the applicant/program contractor/ITA Vendor and Opportunity Inc. staff, as requested by the AD HOC Committee Chairperson.

- 6) The AD HOC Committee shall allow, under procedures to be set by the AD HOC Committee Chairperson, the applicant/program contractor/ITA Vendor to submit either orally or in writing, any additional information, as it relates to the applicant's proposal, contract extension decision or ITA program removal.
- 7) The AD HOC Committee shall report to the HRWDB Executive Committee at their next regularly scheduled meeting the result of any vote taken as to whether to recommend proposal/contract extension/ITA program removal reconsideration and the reason (s) for any such recommendation or to affirm the original decision.
- 8) The HRWDB Executive Committee shall consider such recommendation and act as it deems appropriate. Any such recommendation which results in the award of funding to an applicant's proposal or an increase in the original award amount of an applicant's proposal or the extension of a program contract shall be presented to the full HRWDB at its next regularly scheduled meeting, for action. ITA programs recommended for inclusion on the HRWDB Approved ITA Programs List may be added by Executive Committee in between HRWDB meetings.
- 9) Nothing contained in this process shall create a right to funding or a right of appeal if the AD HOC Committee does not in its sole discretion, recommend that the applicant's proposal/ contract extension decision/ITA program removal be reconsidered by the HRWDB Executive Committee.  
**Note:** Applicants seeking resolution for a proposed ITA program(s) not being selected or removed by the HRWDB **must first go through this local process before seeking resolution under the State Process.**