

OPPORTUNITY INC. OF HAMPTON ROADS

REQUEST FOR PROPOSALS (RFP) ONE-STOP OPERATOR WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) RFP #OSO-PY'17-1

Release Date

February 2, 2017

Proposal Deadline

March 15, 2017 (5:00 p.m. Eastern Time)

Pre-Proposal Conference

February 14, 2017 (2:30 p.m. Eastern Time)

Initial Contract Period

July 1, 2017 to June 30, 2018

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

Bill Coley, Workforce Services Officer
Opportunity Inc. of Hampton Roads
Suite 1314, Dominion Tower
999 Waterside Drive
Norfolk, VA 23510
(757) 314-2370
bcoley@oihr.org

TABLE OF CONTENTS

SECTION 1 INTRODUCTION, PURPOSE AND REQUIREMENTS

- 1.1 Introduction
- 1.2 Purpose of the RFP
- 1.3 Highlights of the Workforce Innovation and Opportunity Act
- 1.4 Solicitation
 - 1.4.1 RFP Release, Timeline and Questions
 - 1.4.2 Submission of Proposals
- 1.5 RFP Response
 - 1.5.1 Proposer Eligibility and Qualifications
 - 1.5.2 Technical Proposal Format
 - 1.5.3 Price Proposal
 - 1.5.4 Evaluation Criteria
 - 1.5.5 Evaluation of Proposals
 - 1.5.6 Proposal Reconsideration Process

SECTION 2 SCOPE OF WORK

- 2.1 Background
- 2.2 Responsibilities
- 2.3 Current One-Stop Center Site Locations
- 2.4 Site Visits

SECTION 3 GENERAL REQUIREMENTS, TERMS AND CONDITIONS

- 3.1 Virginia Procurement Act
- 3.2 Applicable Laws and Courts
- 3.3 Ethics in Public Contracting
- 3.4 Immigration Reform and Control Act of 1986
- 3.5 Antitrust
- 3.6 Payments
- 3.7 Independent Contractor
- 3.8 Severability
- 3.9 Addenda
- 3.10 Subrecipient Status
- 3.11 Qualifications of Proposing Organization
- 3.12 Assignment of Contract
- 3.13 Changes to the Contract
- 3.14 Default
- 3.15 Insurance
- 3.16 Availability of Funds
- 3.17 Proposal Acceptance Period
- 3.18 Subcontracts
- 3.19 Records Retention
- 3.20 Clarification of Terms or Questions
- 3.21 Hold Harmless
- 3.22 Contractual Disputes

- 3.23 Extension of Contract
- 3.24 Human Trafficking
- 3.25 Role of the Virginia Community College System (VCCS)
- 3.26 Contract Award
- 3.27 Certifications and Assurances

ATTACHMENTS:

- Attachment A: Proposal Submission Form
- Attachment B: Price Proposal Form
- Attachment C: WIOA One-Stop Partner Organizations
- Attachment D: References Form
- Attachment E: HRWDB Proposal Reconsideration Process

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). 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 1,800,000 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, recently set forth in the 2016-2020 Local Plan.

The current One-Stop System in LWDA 16, as authorized by the HRWDB and the CLEOs, is operated by a One-Stop Operator Consortium comprised of The City of Virginia Beach (Local Grant Recipient), Virginia Employment Commission (Partner), Virginia Department of Aging and Rehabilitative Services (Partner) and Opportunity Inc. (WIOA Title I Programs Partner and Local WIOA Sub-recipient). Under this Consortium, Opportunity Inc. serves as the managing partner and fiscal agent for the System which currently consists of one (1) Comprehensive and three (3) Affiliate Centers. The current One-Stop Operator Consortium will end on June 30, 2017 and will be replaced by a competitively procured One-Stop Operator, as a result of this RFP.

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. 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 One-Stop Business Services Coordinator.

The aforementioned service delivery design will remain in place going forward into Program Year 2017 and, in that regard the One-Stop Operator will not be responsible for employing direct service provider staff.

For Program Year 2015, the One-Stop System provided services to 10,250 individuals and 2,493 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 five (5) program years.

DOL Adult and DW Performance Measure Goals for Program Years 2016 and 2017 are as follows:

A. Adult 2 nd Quarter Employment Rate	71.50%
B. Adult 4 th Quarter Employment Rate	76.30%
C. Adult 2 nd Quarter Median Earnings	\$4,885
D. Adult Credential Attainment within 4 Quarters after Exit	61.00%
E. DW 2 nd Quarter Employment Rate	78.00%
F. DW 4 th Quarter Employment Rate	76.00%
G. DW 2 nd Quarter Median Earnings	\$6,100
H. DW Credential Attainment within 4 Quarters after Exit	64.00%

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 contiguous 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 also facilitate the One-Stop Center Certification Process and work under the direction of the HRWDB, through the HRWDB Workforce Services Committee. In addition, the One-Stop Operator will work closely with a One-Stop System Advisory Committee comprised of the former One-Stop Operator Consortium members and an Adult Education and Literacy Partner to be named at a later date.

Opportunity Inc. anticipates that approximately \$100,000.00 will be available to fund an initial year One-Stop Operator Contract under this RFP, based on projected Program Year 2017 funding availability. Funding amounts for additional contract performance periods thereafter will be negotiated with the One-Stop Operator, at that time.

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 One-Stop 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.

The Act 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. 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.

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 2, 2017
Non-Mandatory Pre-Proposal Conference to be held at the Opportunity Inc. One-Stop Workforce Center located in Suite 100, Circle East Office Building, 861 Glenrock Road, Norfolk, VA 23502	February 14, 2017 2:30 p.m. Eastern Time
Final Deadline for Questions Submitted in Writing	March 1, 2017
RFP Proposal Due Date 5:00 p.m. Eastern Time	March 15, 2017
HRWDB Workforce Services Committee (WSC) Review	March 28, 2017
WSC makes recommendation to HRWDB Executive Committee/ Selects One-Stop Operator	April 19, 2017
CLEOs meet to approve HRWDB One-Stop Operator Selection	May 18, 2017
Contract negotiations complete	May 25, 2017
One-Stop Operator Contract Start Date	July 1, 2017

Note: Dates are subject to change.

Beginning on February 2, 2017, the RFP will be available for download from the Opportunity Inc. website at www.opp-inc.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@oihr.org.

A non-mandatory Pre-Proposal Conference will be held on February 14, 2017 at 2:30 p.m. Eastern Time for prospective proposers. The location for the Pre-Proposal Conference is: The Opportunity Inc. One-Stop Workforce Center located in Suite 100, Circle East Office Building, 861 Glenrock Road, Norfolk, VA 23502.

The final date for questions to be submitted is March 1, 2017 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 the Opportunity Inc. website at www.opp-inc.org without further notice.

1.4.2 Submission of Proposals

To be considered under this RFP, one (1) original and five (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 Wednesday, March 15, 2017. 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. 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'17-1 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
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 must be an 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. Such 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;

H. A consortium of entities that includes at least three (3) or more of the WIOA Required One-Stop Partners listed under Section 678.400 (B) of the WIOA Final Rules and Regulations that are located in LWDA 16. Please see Attachment C.

Proposers must have the capability in all respects to fully perform the Scope of Work specified under this RFP and have the experience 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 required WIOA One-Stop Partner Organizations in LWDA 16 and the services that they provide.

Entities that are presently debarred, suspended, or proposed for debarment are not eligible to receive a contract that may be awarded under this RFP.

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 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. References (Attachment D) and three (3) letters of endorsement from local WIOA mandated One-Stop Partner organizations within LWDA 16. The organizations are listed on Attachment C.
- 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 period 7/1/17 to 6/30/18 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. One-Stop Partner Endorsements/ General 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 make a determination 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 day-to-day coordination of all 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 coordinated 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 Manager, 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 of the One-Stop System.

2.2 Responsibilities

The responsibilities of the One-Stop Operator will include the following:

- A. Facilitate the activities of the One-Stop System Advisory Committee, conduct regular meetings and solicit feedback regarding the ongoing operations of the One-Stop System in order to support continuous improvement related to the goals of effective and efficient service delivery; timely customer responsiveness; excellent customer service; accessibility; and, performance accountability. Work to ensure that the DOL and State One-Stop related performance measures are met or exceeded each program year;
- B. Engage new and existing One-Stop System Partner Organizations in order to maximize their contributions as necessary to advance the One-Stop System's efficiency and effectiveness;
- C. Assist with the development and management of MOUs with One-Stop System Partners;
- D. Track and manage MOU specified partner contributions;
- E. Identify new partners for One-Stop System engagement;
- F. Coordinate with partners and service providers in order to ensure the effective and efficient delivery of WIOA Basic Career Services and identify opportunities for service delivery improvement;
- G. Ensure that access to WIOA Basic Career Services are available to all customers (on-site and electronically) and manage the daily operations of a partner integrated One-Stop System, in coordination with Opportunity Inc. and all partners;
- H. Promote effective, integrated cross-agency business practices in the One-Stop System by partners and promote One-Stop System staff development activities;
- I. Provide partner driven and shared solutions for all One-Stop System activities and services;
- J. Facilitate the One-Stop Center Certification Process and promote ADA Compliance within the Centers;
- K. Facilitate an ongoing customer satisfaction survey process for all One-Stop System Customers in order to support the goal of continuous improvement;
- L. Coordinate the provision of WIOA Business Services under a centralized, partner led, One-Stop Business Services Team;

M. Assist with the implementation of Workforce Development Policy as it relates to the One-Stop System and adhere to all applicable federal, state and local rules, regulations and policies;

N. Research and identify best practices from other Workforce Boards for incorporation into the One-Stop System service delivery model;

O. Report to the HRWDB through the HRWDB Workforce Services Committee on One-Stop System Operations and produce related reports, as needed;

P. Act as the first line intermediary for addressing/resolving problems related to partner roles, relationships and coordinated responsibilities; and,

Q. Ensure that the Comprehensive Center and Affiliate Center Sites are operating in accordance with the requirements shown under Sections 678.305 and 678.310 of the WIOA Final Rules and Regulations, respectively.

2.3 Current One-Stop Center Site Locations

A. OppInc. One-Stop Workforce Center
Suite 100, Circle East Office Building
861 Glenrock Road
Norfolk, VA 23502
(Comprehensive Center)

B. Portsmouth VEC Office
4824 George Washington Hwy.
Portsmouth, VA 23702
(Affiliate Center)

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

D. Suffolk Workforce Development Center
157 North Main Street, 2nd 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@oihr.org. Site Visits can be conducted until March 1, 2017, 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.opp-inc.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 Opportunity Inc. Website at www.opp-inc.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/.

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, 2017 to June 30, 2018. 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).

ATTACHMENT A

PROPOSAL SUBMISSION FORM

RFP Number:	RFP #OSO-PY'17-1
Proposal Name:	One-Stop Operator
Due Date and Time:	3/15/17 5:00 p.m. Eastern Time

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

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'17-1
 (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	> Total Personnel Costs		\$
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	> Total Non-Personnel Costs		\$
20	> Grand Total Costs		\$

Note: Rent and utilities costs for the One-Stop Operator's office space within the Opportunity Inc. Comprehensive One-Stop Center in Norfolk will be covered by the One-Stop Partners within the resource sharing section of their One-Stop Memorandum of Understanding (MOU). Proposers should not include these costs in their proposed budget.

ATTACHMENT C

WIOA ONE-STOP PARTNER ENTITIES
RFP #OSO-PY'17-1

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 of 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

(Southeastern Tidewater Opportunity Project, Inc.- “STOP Organization”).



ATTACHMENT C (continued)

10. Employment and Training Activities carried out under the Department of Housing and Urban Development (Local Public Housing Authorities. There is a current MOU in place with the Norfolk Redevelopment and Housing Authority).

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. There is a current MOU in place with the Portsmouth Department of Social Services).

Note: New MOUs with all required One-Stop Partner Organizations located in LWDA 16, including individual umbrella agreements with the public housing authorities and departments of social services, in addition to One-Stop System infrastructure cost sharing commitments, consistent with the WIOA Final Regulations, are in the process of being developed and are anticipated to be in place on July 1, 2017.

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.

ATTACHMENT C (continued)

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.
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: 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. In addition, the MOU, One-Stop System participation and infrastructure cost sharing requirements also apply to Additional One-Stop Partners, as stipulated under Section 678.700 (c) of the WIAO Final Rules and Regulations.



Opportunity Inc.
Hampton Roads' Workforce Development Board

ATTACHMENT D

REFERENCE PAGE
RFP #OSO-PY'17-1

(Completed Form Shall 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'17-1

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 service 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, to have the opportunity to request reconsideration of such action by the HRWDB.

Therefore, the following proposal reconsideration process is authorized for use by the HRWDB:

PROCESS STEPS

- 1) If a proposal is not accepted by the HRWDB the Opportunity Inc. Workforce Services Officer shall formally notify the applicant of such action within five (5) work days of the final decision. Such notification will have attached thereto a copy of this process.
- 2) In the event the applicant desires reconsideration of a submitted proposal (s), such applicant 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 for the purpose of informally meeting with the applicant to discuss the request for reconsideration. In the case of youth proposals, the majority 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 conference with the applicant, to be held within ten (10) work days or as expeditiously as possible, thereafter.
- 5) Said conference shall be informal, and shall be restricted to the AD HOC Committee, the applicant and Opportunity Inc. staff, as requested by the AD HOC Committee Chairperson.

Attachment E (continued)

- 6) The AD HOC Committee shall allow, under procedures to be set by the AD HOC Committee Chairperson, the applicant to submit either orally or in writing, any additional information not previously submitted, as it relates to the applicant's proposal.
- 7) The AD HOC Committee shall report to the Executive Committee at their next regularly scheduled meeting the result of any vote taken as to whether to recommend proposal 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 shall be presented to the full HRWDB at its next regularly scheduled meeting, for action.
- 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 be reconsidered by the HRWDB Executive Committee.