

**OPPORTUNITY INC OF HAMPTON ROADS  
REQUEST FOR PROPOSALS (RFP)  
GENERAL TERMS AND CONDITIONS  
[www.opp-inc.org](http://www.opp-inc.org)**

These General Terms and Conditions are applicable to all official Requests for Proposals (RFPs) issued by Opportunity Inc of Hampton Roads (OppInc) for the procurement of professional services and/or non-professional services. Any of these terms and conditions may become part of contracts resulting from RFPs and are not binding on proposing organizations unless included in executed contracts. Additional requirements or certifications not found in these general terms and conditions may be included in contracts to be negotiated and executed. Unless otherwise specified in the official notice for each RFP, the competitive negotiation method will be used for procurements applicable to these general terms and conditions. All official public notices of OppInc' RFPs will include its Internet website address stating where these General Terms and Conditions are currently available for access.

Proposing organizations are advised that these terms and conditions are subject to additions, deletions, amendments or revisions by OppInc at any time due to revisions in applicable Federal, State or Local laws, rules or regulations.

**I. BACKGROUND**

Opportunity Inc. of Hampton Roads (OppInc) is the local government authority chartered by the Cities of Chesapeake, Franklin, Norfolk, Portsmouth, Suffolk and Virginia Beach and the Counties of Isle of Wight and Southampton, Virginia to lead the Region's Workforce Development Initiative. It is governed by the Hampton Roads Workforce Development Board (HRWDB) appointed by the Chief Local Elected Officials of the jurisdictions listed above. OppInc's primary responsibilities are implementing, facilitating and managing Federal Workforce Program Funds, and partnering with other entities, both public and private, to develop and/or improve the Region's workforce.

**II. GENERAL TERMS AND CONDITIONS**

- A. VIRGINIA PUBLIC PROCUREMENT ACT: All RFPs are subject to the provisions of the Commonwealth of Virginia Public Procurement Act (VPPA) and any revisions thereto, which are hereby incorporated into this document.
  
- B. APPLICABLE LAWS AND COURTS: All RFPs and resulting contracts 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 of 2014, as amended, or any other Federal, State, or Local funding source identified in specific RFPs.

- C. ETHICS IN PUBLIC CONTRACTING: Proposing organizations certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror 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.
- D. 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 any RFP.
- E. ANTITRUST: By entering into a contract which may result 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 or acquired by Opplnc under the contract.
- F. PAYMENTS: Terms for payments under contracts will be part of the competitive negotiations process for any RFP.
- G. QUALIFICATIONS OF PROPOSING ORGANIZATION: Proposing organizations agree to allow Opplnc to inspect their physical facilities and to provide Opplnc with any other requested information at any time to determine their ability to perform the services proposed. Opplnc may, at its sole discretion, cease negotiations with proposing organizations if information provided or other evidence fails to meet the requirements of any RFP.
- H. 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 Opplnc.
- I. CHANGES TO THE CONTRACT: Either party to a 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.

- J. **DEFAULT:** In case of failure to deliver services in accordance with the contract terms and conditions. Opplnc may declare the contractor in default and will immediately notify the contractor in writing. As a result, Opplnc 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
- K. **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.
- L. **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. Opplnc will notify contractors in writing as soon as possible after receiving any such notice.
- M. **PROPOSAL ACCEPTANCE PERIOD:** Proposals shall be binding upon proposing organizations for one hundred twenty (120) calendar days following submission deadlines. Any proposal that requests a shorter acceptance period may be rejected at the sole discretion of Opplnc.
- N. **SUBCONTRACTS:** In the event contractors desire to subcontract for services to be provided, contractors shall furnish to Opplnc the names, qualifications and experience of their proposed subcontractors. Contractors shall remain fully liable and responsible for the work to be done by subcontractors and shall ensure compliance with all requirements of contracts. All subcontracts must be approved in writing by Opplnc prior to execution of the subcontracts.
- O. **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. Opplnc, 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.

- P. 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 Opplnc. Website at [www.opp-inc.org](http://www.opp-inc.org) without further notice.
- Q. HOLD HARMLESS: Contractors agree to indemnify, defend and hold harmless Opplnc, 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 Opplnc or to the failure of Opplnc 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.
- R. 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 Opplnc no later than sixty (60) calendar days after final payment is provided under any contract. Opplnc 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 Opplnc does not respond within this time period, the contractor may institute legal action pursuant to Section 2.2-4364 of the Code of Virginia. Pending claims shall not delay payment of amount agreed to in the final payment. Otherwise, the contractor shall proceed diligently with its performance of the contract, and its failure to do so may result in default of the contract.
- S. EXTENSION OF CONTRACT: All RFPs will include statements specifying if contracts will be able to be extended past their original term.
- T. ADDITIONAL REQUIREMENTS: The applicant agrees to abide by the following federal requirements, as applicable:
1. Intellectual Property Rights: The Federal Government reserves a paid-up, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for Federal purposes: 1) the copyright in all products developed under this Contract and 2) any rights of copyright to which the Contractor purchases ownership under this Contract, including but not limited to curricula, training models, technical assistance products, and any related materials. Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise.

The Contractor may not use the Federal funds provided under this Contract to pay for any royalty or license fee for use of copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department of Labor has a license or rights of free use in such work. If revenues are generated through selling products developed with Contract funds, including intellectual property, these revenues are program income. If applicable, the following needs to be on all products developed in whole or in part with Contract funds:

“This workforce product was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The product was created by the Contractor and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, expressed or implied, with respect to such information, including any information on the linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability or ownership. This product is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner.”

2. Veteran’s Priority of Service: The provisions of the Jobs for Veterans Act (JVA) Public Law 107-288 (38 U.S.C 4215) requires priority of service for veterans and spouses of certain veterans for receipt of employment, training, and placement services in any job training program directly funded in whole or in part, by the Department of Labor. The regulations implementing this priority of service can be found at 20 CFR Part 1010.
3. Buy American: Section 505 (20 U.S.C. 9275) of the Workforce Investment Act (WIA) requires all equipment and products purchased with the federal funds provided under this Contract should be American-made, as required by the Buy American Act (41 U.S.C. 9275).
4. Human Trafficking: Executive Order 13333 requires the termination without penalty, if the Contractor engages in human Trafficking.
5. Salary Compensation and Bonus: Public Law 113-6 (Division F, Title I, Sections 1101 (a)(4), 1102, 112-74 (Division F, Title I, Section 105) and TEGL 05-06 restrict sub-recipient salary compensation and bonus limitations of an individual, either direct or indirect, at a rate in excess of Executive Level II. TEGL 05-06 is available at: <http://wdr.doleta.gov/directives/attach/TEGL/TEGL05-06.pdf>

U. CERTIFICATIONS AND ASSURANCES: The following Certifications and Assurances are incorporated herein by reference and will be made part of any contract that may be issued as a result of this RFP:

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)

July 18, 2016