



WILLAMETTE WORKFORCE

PARTNERSHIP

Oregon's Willamette Workforce Region Specialized Services for Adults with Employment Barriers

Request for Proposal

The Willamette Workforce Partnership is seeking qualified and experienced organizations to assist adults aged 18 and older with multiple barriers to employment to achieve self-sufficiency through employment, with work to begin July 1, 2019 and potential for contract renewal annually until June 30, 2023.

Release Date: January 9, 2019

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Part I General Information

Willamette Workforce Partnership (WWP), a private, non-profit 501(c)(3) organization, is the Workforce Development Board serving the Oregon counties of Linn, Marion, Polk and Yamhill. WWP is soliciting proposals to assist adults aged 18 and older, with multiple barriers to employment, to achieve self-sufficiency through employment. Research has shown that the most effective way to achieve this is to deploy specialized expertise, with interventions organized around addressing particular barriers, such as homelessness, criminal background, limited English language ability and physical and/or developmental disabilities.

WWP is seeking an organization(s) to develop a customized approach to serving these adults, in its service area of Linn, Marion, Polk and Yamhill counties. Through this request for proposal (RFP), WWP will select several contractors to serve adults with multiple employment barriers in the Willamette Workforce Region. WWP encourages interested organizations to research, create and offer innovative practices and programs that expand and/or enhance the WIOA services currently offered in the WorkSource centers of the Willamette Workforce Region.

Approximately \$200,000 total will be available for several proposals between \$25,000 and \$50,000. Work will begin July 1, 2019, to June 30, 2020, with the potential for contract renewal annually until June 30, 2023, based on funding availability, contractor performance and/or changing workforce priorities.

Part I of this request for proposals (RFP), letters A through P, describes the general information relevant to all bidders on all or any part of this RFP.

Part II describes the specialized services to job seekers with multiple barriers to employment.

Part III lists questions which, when answered, will form the bidder's narrative response to this RFP.

Appendix 1 is a model contract which prospective bidders should review to ensure that their organization can meet contract terms.

Appendix 2 contains organizational forms bidders will complete to submit a proposal

Prospective bidders should note that there is another RFP for Youth and Adult/Dislocated Worker Services, published at the same time as this RFP.

Prospective bidders on this RFP are prohibited from contacting members of the WWP Board of directors, the Mid-Valley Jobs Council, RFP advisory group members or WWP staff regarding this solicitation, to avoid actual conflicts, the appearance of conflicts, or undue influence over the process. Contact with anyone for the purpose of influencing the outcome of the process will result in the disqualification of the prospective bidder.

WWP has taken every precaution to ensure the development of this RFP, its contents and the review process are kept confidential until provisional award notices are announced.

A. The Workforce Innovation and Opportunity Act

Workforce services in the Willamette Workforce Region, including the specialized services described in this RFP, are primarily funded by the federal Workforce Innovation and Opportunity Act (WIOA). This act helps job seekers and workers access employment, education, training and support services to succeed in the labor market, and helps provide the skilled workers employers need to compete in the global economy. The Federal Department of Labor and Oregon's Higher Education Coordinating Commission, Division of Workforce Investment, oversee this funding.

B. Funding Available under WIOA

The amount of \$200,000, (to be awarded in amounts between \$25,000 and \$50,000) is an estimate of funds available for specialized services under WIOA. This estimate is made available to aid in proposal preparation for bidders. WWP will negotiate exact amounts with the successful bidder after the release of final allocations for the Workforce Region and the approval of the fiscal year 2019-2020 WIOA budget in late spring 2019.

The funding estimates represent the entirety of the funding available for the services being proposed, and include any negotiated profit. Profit negotiations with any successful for-profit bidders will take place after budget negotiations are completed.

C. Other Funding Resources

WWP is continually seeking other funding sources, including federal competitive grants, and may align and integrate these additional funding sources with the contractors selected through this request for proposal. Therefore, contractors must be prepared to align and integrate these awards to the benefit of program participants.

D. Willamette Workforce Region Governance Structure

WIOA allows many decisions regarding the delivery of workforce services to be determined at the local level. A board of directors governs the work of WWP. The board, prescribed by WIOA to be a mix of private industry leaders, public workforce partners, and area educational institutions, is appointed by the Mid-Valley Jobs Council, (two county commissioners from each of the four counties of Linn, Marion, Polk and Yamhill).

E. WorkSource Oregon Centers

The Willamette Workforce Region has six WorkSource centers which house multiple organizations and programs. Collectively, the six centers are referred to as WorkSource Willamette.

WorkSource centers provide job seekers with computers to register in iMatchSkills (Oregon Employment Department's skill and job matching system) and to conduct job searches. Resources are also available to write resumes, research labor market

information, and copy, email or fax job-search related materials.
The locations of the six centers of the Willamette Workforce Region are listed below.

- WorkSource Albany: 139 SE 4th Ave, Albany, OR 97321
- WorkSource Lebanon: 44 Industrial Way, Lebanon, OR 97355
- WorkSource Polk: 580 Main Street, Suite B, Dallas, OR 97338
- WorkSource Salem: 605 Cottage St. NE, Salem, OR 97301
- WorkSource Woodburn: 120 Lincoln Street, Suite 115, Woodburn, OR 97071
- WorkSource Yamhill: 370 Norton Lane, McMinnville, OR 97128

F. Workforce Region Partners

Oregon Employment Department (OED) is a key partner in each of the Willamette centers. WWP contractors and OED staff are together responsible for the coordinated delivery of the majority of services offered in the WorkSource Willamette centers.

Other major functions of OED staff in the WorkSource centers include recruitment services for area businesses, assisting individuals with iMatchSkills registration, matching registered individuals with employer job listings, making referrals of job seekers to iMatchSkills job openings, and connecting individuals to unemployment insurance claims services. In addition, OED provides Veterans' Services and Migrant and Seasonal Farm Worker Liaison Services in all six centers.

OED also operates the Trade Adjustment Assistance Program, a federal program that provides aid to workers who lose their jobs or whose hours of work and wages are reduced as a result of increased imports.

OED has a research division that provides extensive labor market information about the Workforce Region and the state, as well as data analysis, including the services of a workforce analyst who is available to provide answers to labor market-related questions. This resource is at www.qualityinfo.org.

In addition to OED, the following partners make up the Willamette workforce system:

- Oregon Department of Human Services, Office of Self-sufficiency, representing programs authorized under Title I of the Rehabilitation Act of 1973, as amended by WIOA Title IV
- Easter Seals Oregon, representing the Senior Community Service Employment Program (SCEP) under Title V of the Older Americans Act and Homeless Veteran's Reintegration Program
- DESI/EXODYNE, representing Job Corps, programs authorized under WIOA Title I, subtitle C
- Oregon Human Development Corporation, National Farmworker Jobs Program
- Confederated Tribes of Siletz Indians, representing 166 Indian & Native American Programs (Adult/Youth), Rehabilitation Act of 1973, Title I, Amended by WIOA Title IV
- Chemeketa Community College, representing Post-secondary Carl Perkins programs

- Linn-Benton Community College, representing Post-secondary Carl Perkins programs
- Oregon Commission for the Blind, representing programs authorized under Title I of the Rehabilitation Act of 1973, as amended by WIOA Title IV

G. Workforce Region Demographics

The Willamette Workforce Region has a diverse mix of residents and industries.

There were some 13,218 working-age residents of the Willamette Workforce Region who were unemployed in November, 2018, according to the federal Bureau of Labor Statistics. Oregon and the four counties of the Willamette Workforce Region are currently experiencing some of the lowest unemployment rates in history. This is in stark contrast to the peak of unemployment in the last recession when more than 33,000 residents were unemployed. The unemployment rate of the Willamette Workforce Region has generally tracked the state of Oregon’s low rate over the last six months, with differences of only one or two-tenths of one percent.

The table below presents education levels of the population aged 25 and older in Oregon and in the Willamette Workforce Region in 2017.

Population aged 25 years and older	Oregon	Willamette Valley
Less than high school	9.0%	13.5%
High School graduate (includes equivalency)	23.2%	27.5%
Some college or associate's degree	34.0%	35.5%
Bachelor's or higher	33.7%	23.5%

Twelve percent of Oregon’s population is of Latino heritage. Of the four counties that make up the Workforce Region, only Linn County has a smaller percentage at eight percent. Marion County has the largest percentage at 26 percent. Yamhill follows at 15 percent, then Polk at 13 percent.

In addition, several cities have large Latino populations. Woodburn, in Marion County, is 58 percent Latino. Independence, in Polk County, is 30 percent Latino, and Salem, in Marion County, and McMinnville, in Yamhill County, are each 22 percent Latino.

Nearly six percent of the region’s residents aged five and older speak English not well, or not at all. Of the four counties, Marion County has the highest percent of these, at 10.6 percent.

The Willamette Workforce Region is a region of small businesses, with 96% of businesses in the region having fewer than 49 employees. With the exception of state government, no one industry dominates employment. Bidders are encouraged to consult the Oregon Employment Department’s Research Division website <https://www.qualityinfo.org/> for more specific information regarding industry and occupational employment in the region.

The Willamette Workforce Region has begun planning and carrying out sector strategies in several key industries. Bidders are encouraged to read about these on the WWP website at <https://willwp.org/sector-strategies/>. Contractors will be asked to focus a percentage of their training and job placement efforts in these industries.

H. Local Plan and Regional Input Sessions Summary

The Willamette Workforce Region's Local Plan at <https://willwp.org/wp-content/uploads/2018/10/Final-Local-Plan.pdf> contains a workforce and economic analysis of the Willamette Workforce Region, strategic vision and goals, local partnerships and investment strategies, and descriptions of service delivery. This plan was created in part as a result of community outreach and engagement sessions conducted by the WWP Board.

WWP has recently held four outreach sessions in each of the four counties and one webinar, and the results are described in the Willamette Workforce Partnership Regional Input Sessions Summary, at: <https://willwp.org/wp-content/uploads/2018/10/WWP-Regional-Input-Session-Report.pdf>.

I. Policies and Program Standards

Workforce policies are established to comply with federal and state laws, as well as to formalize strategic direction for programs under WIOA. The Mid-Valley Workforce Board must approve changes to workforce policies affecting WIOA resources. Bidders should review workforce policies and program standards in developing responses to this request for proposal. These policies may be found on the WWP website at <https://willwp.org/wp-content/uploads/2018/10/Policies-10.10.18.pdf>.

Program Standards offer detailed guidance to contractors to 1) clarify expectations for topics covered in law, regulations, or policy; or 2) dictate the process for engagement with other contractors or partners. Current standards may be found on the WWP website at <https://willwp.org/wp-content/uploads/2018/09/WWP-Standards-2018.pdf>.

Bidders are encouraged to pay particular attention to the Workforce Glossary, which is in Program Standards (Standard ST23). These glossary definitions are specific to WIOA and ensure that all service contractors are using the same definitions for key program terms.

J. Workforce System Tools

WWP makes strategic investments in tools for use in the WorkSource Willamette Centers. Prospective contractors for specialized services will need to be familiar with them and they are listed below.

I-Trac: All WIOA participants will be registered in the Information Management System called I-Trac.

WOMIS: This is the online registration system for all participants who receive services in the WorkSource Centers.

iMatchSkills: iMatchSkills is the skills and job matching system used in WSO Oregon Centers.

Career Information System (CIS): This tool is used for career exploration, labor market information, college/training prep, scholarship searches, and career planning.

NCRC: The National Career Readiness Certificate is an assessment of math, reading, and locating information skills.

Rethinking Job Search: The workshop is designed to assist individuals in overcoming the social and emotional consequences of unemployment and to decrease the amount of time an individual is unemployed. The highly structured workshop series uses cognitive-behavioral techniques and a cohort model.

ASSESS: This is an assessment tool used to measure technical skills.

Interview Stream: This is a platform on which a job seeker can practice interviewing; businesses may also use it to interview job seekers.

K. Joint Publicity and Branding

The selected contractor(s) will be asked to use established brands and existing style guides for the Workforce Area. The use of unified branding streamlines the system for both businesses and individuals. These brands include WorkSource center branding, American Job Center branding, Willamette Workforce Partnership branding, and others as determined by WWP staff.

L. Performance, Interdependence and Business Relationships

WWP will negotiate contractual performance metrics with the selected contractor(s) at the time of contract negotiations. For WIOA performance metrics, see: https://www.qualityinfo.org/pm_

Prospective contractors will be expected to collaborate extensively with other organizations that are part of the workforce system. WWP is particularly interested in selecting prospective contractor(s) that can demonstrate that they can partner effectively to meet the needs of program participants.

Businesses in the Willamette Workforce Region are primary customers of WIOA-funded services. Prospective contractors should understand this relationship themselves and prepare their participants to understand that businesses and the skills a job seeker provides are the backbone of the system.

M. Reporting

Selected contractor(s) will be required to record business, event and participant-level data required for tracking services and outcomes. Selected contractor(s) will submit written monthly reports. These reports will include progress toward performance goals, fiscal reporting and participant success stories provided on a quarterly basis. WWP may

request additional information and/or reports more frequently as needed. Selected contractor(s) are expected to report expenditures monthly.

N. Qualified Bidder Requirements

WWP cannot enter into contract negotiations with an organization that is not legally established to conduct business in the state of Oregon or is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. For this reason, all bidders must be determined to be qualified to receive a contract to deliver services in the Willamette Workforce Region. This determination will be by means of an Administrative Capacity review.

The determination review will be a pass or fail. Bidders that do not pass the Administrative Capacity review will not be sent on for scoring and will be notified. Bidders that pass the Administrative Capacity review will have their proposals move forward to be scored. A bidder may not appeal the Administrative Capacity review outcome.

The Administrative Capacity documents are excluded from the formatting requirements described in this RFP and do not count toward the page limit. The administrative capacity checklist which lists the documents to be submitted is found in appendix 1 of this RFP. *Bidders should note that if they have already submitted these documents in response to the Youth and Adult and Dislocated Workers RFP, they need not do so again.*

O. Proposal Review Process

1. The criterion for scoring

WWP staff or an advisory group of the Mid-Valley Workforce Board will first examine the administrative capacity documentation. If it is decided that it is complete and adequate, the proposal will move forward to scoring.

A review panel will evaluate the proposals and the review panel’s recommendation will be forwarded to the WWP Board of Directors for final approval.

2. Timelines

January 9, 2019 (Wednesday)	Request for Proposal published on WWP website
February 14, 2019 at 4:00 p.m. (Thursday)	Question and Answer Period Ends
February 19, 2019 (Tuesday) at 12:00 p.m. (noon)	Proposals Due
April 18, 2019 (Thursday)	Provisional Award Notices Announced
April 25, 2019 at 11:59 p.m. (Thursday)	Appeal Deadline
July 1, 2019 (Monday)	Contract Start Date
All times listed are Pacific Standard.	

3. Q and A

All questions regarding this request for proposal must be submitted via email with the following subject “RFP Inquiry” to: RFP@willwp.org.

Please indicate in the first part of the question that this question is regarding the Specialized Services RFP.

Questions received after the request for proposal has been published and before Thursday, February 14, 2019, at 4:00 pm will be responded to within three business days by posting the answers in the “[Questions and Answers](#)” section on the Request for Proposal page of the WWP website. Questions received after the date and time above will not be answered.

4. Proposal Submission

WWP must receive the proposal and all related documents marked “(Name of Bidder) Proposal” no later than 12:00 pm (noon), Tuesday, February 19, 2019. The timely delivery of a proposal is entirely the responsibility of the bidder. Proposals received after the due date and time will be considered non-responsive. **There will be no exceptions.**

The Title Page for Proposal Submission must be signed by an individual authorized to represent the organization, to act on its behalf and to legally bind it in all matters related to the RFP. Submit one (1) original with signature, along with seven (7) copies of the entire proposal package, to:

Willamette Workforce Partnership
626 High St. NE, Suite 305
Salem, OR 97301

Additionally, please send an electronic copy of the proposal (including administrative capacity documents) in PDF to RFP@willwp.org. WWP will send an email confirmation to the address on the Title page acknowledging receipt. **Both the paper submission and the electronic submission must be received no later than 12:00 noon, Tuesday February 19, 2019.**

If there is a discrepancy between the hard copy submission and the electronic submission, the electronic submission will be considered the official bidder submission. Failure to provide identical submissions in hardcopy and an electronic copy may have an impact on the overall evaluation.

5. Submission order for paper copies and electronic submission

Submissions must contain the items below in order:

- Title page for proposal submission
- Cover page for Qualified Bidder Documentation
- Checklist for Qualified Bidders Documentation (Administrative Capacity Checklist)
- Administrative Capacity Documents, each clearly identified

- Narrative response
- Resumes of key administrative personnel including the resume of the individual responsible for financial administration.

All materials must be received at the following address by the submission deadline:

Willamette Workforce Partnership
626 High St. NE Suite 305
Salem, OR 97301

If the proposal package is hand-delivered to the WWP office, the person delivering the package will receive a date and time-stamped acknowledgement. If the proposal package is received in the mail, WWP will send a confirmation email to the e-address on the title page acknowledging receipt.

6. Formatting

Narrative portions of proposals must be no more than 10 pages, single-spaced, single sided, Arial font size 12, and one-inch margins on all sides. Page limitations apply only to the narrative responses of the RFP.

7. Withdrawal

A submitted request for proposal response may be withdrawn at any time. A written request to withdraw the response must be submitted electronically to RFP@willwp.org

8. Award Notification

Provisional award results will be sent via email on, or before Thursday, April 18, 2019.

9. Contract Detail

Bidders are strongly encouraged to review the boilerplate contract in Appendix 1 to ensure that the contract language will not prohibit the contract execution after the bidder's proposal is written, submitted, and selected for funding.

10. Appeals Process and Procedure

The process for appealing an award is as follows: All appeals must be submitted electronically to: RFP@willwp.org by Thursday April 25, 2019, at 11:59 pm. All appeals are public information. WWP may reject without consideration any appeal that is submitted after the April 25, 2019 deadline.

In order for an appeal to have merit, it must show that a substantial portion of the request for proposal process or a federal or state law was violated. Only appeals that cite the specific section(s) of the request for proposal or specific statutes that have been violated will be considered. Proposal rating scores may not be appealed. The mere fact that a proposal was not recommended for funding is also not open to an appeal.

During any part of the appeal review, the appellant may be asked to clarify or amplify statements as well as provide proof of claims or other statements. Any such requests must be fully responded to within the time designated by WWP. In the event an

appellant fails to respond, the appeal will be dismissed and no further appeal will be accepted.

The Executive Director of WWP will review the appeal and issue a written response that is intended as a complete and final answer to the appeal.

P. Disclaimers and General Provisions

- 1) This request for proposal does not commit WWP to award a contract.
- 2) WWP reserves the right to accept or reject any or all proposals received.
- 3) WWP reserves the right to waive informalities and minor irregularities in offers received.
- 4) WWP reserves the right to request additional data or oral discussion or documentation in support of written offers.
- 5) WWP reserves the right to request an oral presentation after receipt of a proposal.
- 6) All solicitations are contingent on availability of funds.
- 7) WWP may accept any item or group of items of any offer or award more or fewer dollars than the price bid.
- 8) WWP may negotiate a modification of services to be delivered with the selected bidder.
- 9) Responders to this request for proposal are advised that most documents in the possession of WWP are considered public-record and subject to disclosure under the federal and state public records law.
- 10) The contract award will not be final until WWP and the selected bidder have executed a mutually satisfactory contractual agreement, or a letter of agreement if there is a delay in the contractual agreement. No program activity may begin prior to final WWP approval of the award and execution of a contractual agreement, or a letter of agreement, between the selected bidder and WWP.
- 11) Proposals submitted for funding consideration must be consistent with, and if funded, operated according to, the Federal WIOA legislation, all applicable federal regulations, State of Oregon policies, and WWP policies.
- 12) WWP may choose to consider other factors including but not limited to geographical considerations, leveraging of outside resources and target populations, in order to assure an appropriate mix of resources for the community when awarding contracts under this request for proposal. Receiving the highest score will not necessarily result in a contract award.



- 13) WWP reserves the right to modify or alter the requirements and standards set forth in this request for proposal based on changes or modifications in program requirements mandated by state or federal agencies. WWP also reserves the right to negotiate program improvement and/or cost efficiencies.
- 14) WWP reserves the right to immediately cancel an award if a new state or federal regulation or policy makes it necessary to change or alter the program purpose or content substantially, or to prohibit such a program.
- 15) WWP reserves the right to determine both the number and the funding levels of contracts finally awarded.
- 16) All bidders must ensure access to individuals with disabilities pursuant to the Americans with Disabilities Act.

Part II Description of Specialized Services

WWP intends to award the funding of this RFP to an organization(s) which can demonstrate that it can provide to adults aged 18 and older with multiple barriers to employment the support they need to become employed. A prospective bidder organization may work with one or more of the following populations (this list is not exclusive):

- Individuals with disabilities
- Veterans
- Ex-offenders
- Immigrants
- English language learners
- Homeless or formerly homeless
- Residents of public housing
- Individuals recovering from drug or alcohol addiction
- Any other adult job seekers who require additional assistance to secure and hold employment

Bidder organizations must demonstrate that they have extensive knowledge of and ability to access community services in their area, as well as knowledge of and ability to use a wider network of services outside of their area, if needed to achieve their program goals. A bidder organization must also demonstrate success with the participants in their programs vis-à-vis their internal program goals, and connect this success with helping participants access the job seeker services of the WorkSource Willamette centers.

WWP intends that a bidder organization will create a strategy tailored to the proposed population, and that it will go above and beyond what is offered to job seekers in the WorkSource Willamette centers.



A. Contractor Duties

WWP seeks a contractor to assist adults aged 18 and older with multiple barriers to employment with navigating community resources and the job seeker services of the WorkSource Willamette centers by doing the following:

- Reaching out to and recruiting participants;
- Assessing participants to find those who would be appropriate for job seeking and employment, and those who have a goal of employment and who want to engage in intensive services to meet that goal;
- Ensuring that participants served by the funding of this RFP are enrolled in WIOA;
- Actively engaging multiple partners in the WorkSource Willamette centers and in the local community for the benefit of program participants;
- Attending meetings of the local WorkSource center on a regular basis in order to be as informed as possible of its workings;
- Attending training in order to learn about WorkSource center requirements and the requirements of WIOA eligibility and enrollment; and
- Coordinating with and reporting to the WWP Program Director on a regular basis about the progress of participants.

B. Services

- Based on individual assessment, ensuring that the basic needs of program participants are met by coordinating services to provide food, housing and health care, as well as other needs such as child care and transportation;
- Addressing the lack of basic needs and other barriers to employment by using resources leveraged or provided by bidder organization, or by the services of community organizations;
- Constantly monitoring participant progress to address barriers arising while in the program and facilitating the connection to resources to remove barriers;
- Identifying participants' strengths and abilities, setting employment goals, and developing overall strategies for meeting these goals;
- Providing continual long-term relationship-based guidance and coaching to connect participants to workforce preparation activities in an area WorkSource center;
- Assisting, as and when appropriate, program participants with accessing work readiness services of an area WorkSource center, including job readiness workshops, short-term vocational training, internships, and On-the-Job Training.

C. Funding

The funding provided by WWP through the award of this contract is intended to be used primarily for the personnel needed to provide intensive coaching services to adults with multiple barriers to employment. WWP encourages the use of these funds as leverage for a bidder's existing organizational capacity.

Part III Narrative Response

The proposal must address all items listed below. In addressing each one, do so in consecutive order, by re-typing each question with its number first, then responding to

the item right below it. Note that each question will be scored separately. Therefore, answer each question completely. Please use quantitative data and examples, as much as possible, in addition to narrative. Each question is worth 10 points for a total of 50 points.

1. Briefly describe your organization's mission and organizational structure. Where would the proposed project fit?
2. What were the quantifiable participant outcomes of your program over the last two years? How successful have you been at meeting target outcomes? Please provide data, and the contact information for an individual who can verify the provided data.
3. Propose some detailed program goals for the project described in this RFP, including caseloads and the numbers of adults you believe you could assist to engage with the WorkSource center nearest you, and become employed, in a year.
4. Describe the population(s) you propose to serve. Discuss outreach strategies to bring participants into the program, and describe how you would facilitate participant engagement with and successful navigation through WorkSource center activities. What would the key resource needs of participants be, and how would you see that these needs are met?
5. Discuss your organization's processes for budget management and oversight, and discuss how you would spend the WWP funding.

APPENDIX 1

Model Contract



1. Notices

All contract-related notices and payments shall be in writing and shall either be personally delivered, or sent by express delivery service, certified mail, or first-class U.S. mail postage pre-paid, and addressed to the contact information outlined in this Agreement.

2. Funding Availability

Each disbursement of funds under this Agreement is conditioned on the availability of federal, state and/or local funds and this Agreement is subject to termination due to lack of funds or authorization. When WWP is notified of any funding or regulatory changes, WWP will provide CONTRACTOR notice of changes within 30 days of WWP notification.

3. General Reporting Requirements

CONTRACTOR shall submit all Financial, I-Trac, Program Performance, and all other reports required by WWP in accordance with the specified time frames in this contract. CONTRACTOR shall provide WWP access to all records and data necessary to verify or clarify information requested or provided in such reports. Failure to submit reports by specified timeframes or provide adequate substantiation of reports as specified by WWP may result in suspension of payments to CONTRACTOR until such time as all delinquent obligations are fulfilled.

Additionally, if CONTRACTOR fails to comply, WWP may take action in accordance with Section 12 Disallowance of Payments.

4. Program Objectives

CONTRACTOR must meet program objectives outlined in Statement of Work (Exhibit C), and any additional program objectives outlined in Special Conditions (Exhibit B).

5. Administrative Capability

Upon request, CONTRACTOR will provide WWP with the most current version of administrative documentation necessary to document capacity and conduct annual monitoring reviews. This may include such documents as:

- A. Annual Financial Audit
- B. Management Letter
- C. Conflict of Interest Policies
- D. Corrective Action Plan(s)
- E. Cost Allocation Plan(s)
- F. Federal Negotiated Indirect Cost Rate
- G. Grievance Policies, Procedures
- H. Personnel Policies
- I. Procurement/Purchasing Policies
- J. Timekeeping Policies
- K. Travel and Expense Policies

6. Procurement Policies and Procedures

CONTRACTOR shall comply with the applicable regulations and cost principles outlined in this Agreement, or with its own procurement procedures, whichever is more restrictive.

In compliance with Executive Orders 12876, 12900, 12928 and 13021, CONTRACTOR is strongly encouraged to provide subcontracting opportunities for Historically Black Colleges and Universities, Hispanic Serving Institutions, Tribal Colleges and Universities; and small businesses, minority-owned firms, and women's business enterprises.

7. Expenditure Restrictions**A. Allowable Activities**

CONTRACTOR must use and expend the funds awarded hereby solely to implement the project described in the Statement of Work (Exhibit C), in accordance with the Budget (Exhibit D), and

within limitations outlined in Special Conditions (Exhibit B). CONTRACTOR may not use or expend the Contract funds in violation of the limitations and restrictions set forth in this Agreement.

B. Budget Limitations

CONTRACTOR shall be paid only within the established Budget (Exhibit D), and the Budget Line Flexibility as defined in Special Conditions (Exhibit B). All costs must be reasonable, necessary, allowable and allocable as defined by Federal and State of Oregon laws and rules, including applicable OMB Circulars; Pass-Through Entity and WWP policies and procedures.

C. Dual Payment

CONTRACTOR shall not be compensated twice for costs incurred under this Agreement. Costs may be shared by other sources of funds to achieve the outcomes described in this Agreement, in accordance with generally accepted accounting principles.

D. Travel Policy

CONTRACTOR must comply with the requirements of the Federal Travel Regulations for all travel expenditures reimbursed under this Agreement. In the absence of an acceptable CONTRACTOR policy regarding travel costs, the rates and amounts established will comply with subchapter 1 of Chapter 57 of Title 5, United States Code.

E. Rebates

CONTRACTOR agrees to advise WWP, in writing, of any forthcoming income resulting from lease/rental rebates or other rebates, interest, credits or any other monies or financial benefits to be received directly or indirectly as a result of or generated by funds under this Contract. Appropriate action shall be taken to proportionately reimburse the Awarding Agency from such income.

F. Construction, Remodeling, or Renovation

The funds provided under this Contract must not be spent for construction, remodeling, renovation, or purchase of facilities.

G. Other Restrictions

Other expenditure restrictions are outlined in Special Conditions (Exhibit B).

8. Payment Request Process

CONTRACTOR must submit a timely and accurate payment request by submitting a completed Report of Expenditures using the workbook provided by WWP. Report of Expenditures and any requested supporting documentation must be e-mailed to WWP at accounting@willwp.org

Upon receipt of CONTRACTOR's payment request with the required documentation, WWP will review the request for accuracy and compliance with the Contract Agreement and will issue payment within 30 days of approval.

CONTRACTOR shall minimize the time elapsing between receipt of funds from this Agreement and the disbursement of these funds in order to maintain a minimum cash balance. Interest earned shall be accounted for as program income. This treatment of interest does not allow CONTRACTOR to ignore the requirements or intent of these cash management requirements.

Payment shall not be construed as a waiver of WWP's right to challenge CONTRACTOR's performance under this Agreement and to seek appropriate legal remedies.



9. Financial Documentation

CONTRACTOR shall retain original expense documentation, in a 2CFR Part 200 compliant format, including proof of payment and accrued liabilities. Documentation shall include canceled checks, invoices, check number, receipts, payroll ledgers, and/or accounts payable ledgers. Documentation will have appropriate approval signatures. Documentation of costs which are allocable to multiple line items and/or which are only partially allocable to the Project Budget shall be annotated with amounts allocated to each source.

All direct costs that are charged to this Contract shall be for reasonable and necessary activities relating to the Contract. All costs not charged as a direct cost must be justified by the application of an allowable Indirect Cost Allocation Plan and/or allocation methodology. CONTRACTOR shall maintain written cost allocation plans for all allocated costs charged to this contract. All costs applied to this Contract must be consistent with the requirements of Federal regulations including 2 CFR Part 200. All allocation methodologies and costs pertaining to this agreement are subject to WWP review and approval before reimbursement through WWP.

For participant direct payments, CONTRACTOR is responsible for documenting payments in accordance with WWP policies and procedures.

Copies of all source documentation for expenditures related to this contract including any documentation related to matching or leverage funds must be available to WWP upon request. Any additional documentation requirements will be specified in Exhibit B.

10. Financial Management Standards

CONTRACTOR shall maintain a financial/administrative system which complies with the standards in the most recent versions of appropriate Uniform Administrative Requirements and 2 CFR Part 200. CONTRACTOR shall maintain a separate accounting of funds received and disbursed under this Contract. All accounting for this Contract shall be maintained within the Organization's primary Financial Accounting System.

CONTRACTOR's financial systems shall allow for effective fiscal and internal controls and accountability for funds, property, and other assets to ensure they are used solely for authorized purposes. CONTRACTOR shall maintain all data elements used in required reports in accordance with established program definitions.

CONTRACTOR's financial systems will be maintained in accordance with Generally Accepted Accounting Principles and will be in compliance with all legal and contractual requirements.

CONTRACTOR's financial system shall:

- A. Follow consistent rules for aggregation of detailed data to summary level.
- B. Compare budgeted amounts to actual expenditures including proper charging of costs and cost allocations.
- C. Contain information pertaining to Contract and contract awards, obligations, unobligated balances, assets, liabilities expenditures, income, program income, matching funds, leveraged resources and stand-in costs.
- D. Permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable laws and regulations.
- E. Provide the accurate, current, and complete disclosure of all expenditures including but not limited to those from, grants, contracts or agreements.
- F. Show the distribution of Contract-funded personnel time by fund.

11. Financial Audits and Compliance Monitoring

CONTRACTOR shall adequately evaluate and monitor its own programs on a regular basis and shall establish sufficient internal controls necessary to safeguard against non-compliance, fraud, and abuse.

If it is determined through audit or other means that CONTRACTOR has violated or permitted violation of the terms or conditions of this Agreement, CONTRACTOR shall repay to WWP the amount of funds directly related to that violation.

A. Financial Audits

CONTRACTOR must comply with federal audit requirements found at 2 CFR Part 200.500-521, and Appendix X and XI.

If CONTRACTOR expends an aggregate of \$750,000 or more in federal funds annually, CONTRACTOR must conduct an annual organization-wide financial and compliance audit in accordance with the above federal rules.

Unless specifically authorized by WWP in writing, CONTRACTOR shall submit the audit report to WWP no later than thirty (30) calendar days after receipt of the report or within one hundred twenty (120) calendar days following the close of CONTRACTOR's fiscal year, whichever is sooner. Audits performed under this section are subject to review and resolution by WWP or its authorized representative.

CONTRACTOR shall, in accordance with WWP timelines, be responsible to resolve and respond to any and all issues that relate to audits of activities that are funded through this Agreement.

B. Compliance Monitoring

CONTRACTOR will allow federal, State of Oregon and WWP staff or their designees to monitor program and administrative compliance via an on-site review.

CONTRACTOR shall, upon request, provide sufficient and appropriate staff time necessary to conduct all ongoing program and administrative monitoring activities, including but not limited to the on-site review, and regular monitoring reporting, including access to all necessary records.

CONTRACTOR shall resolve and respond to any and all issues that relate to the monitoring of the workforce development activities that are funded through this Agreement.

12. Disallowance of Payments

If it is determined through audit, monitoring or other means that CONTRACTOR has received payments which are questioned under the criteria set forth herein, CONTRACTOR shall be notified and given the opportunity to justify questioned payments prior to WWP's final determination of disallowed payments. CONTRACTOR agrees to participate in and be bound by disallowed cost determinations arising out of WWP's disallowed cost resolution process.

If a Contract payment is disallowed, CONTRACTOR shall repay the full amount of the disallowance to WWP within thirty (30) calendar days of receipt of request, or other time schedule as determined by WWP.

WWP's failure to either discover or act upon a breach of this Agreement shall in no way relieve CONTRACTOR of its obligation to repay disallowed costs.

If CONTRACTOR fails to comply with any of the requirements, terms, or conditions of this Agreement, WWP may, at its discretion, suspend, withhold, or disallow all or any portion of amounts otherwise payable under this Agreement



13. Records Standards, Access to Records and Record Retention**A. Records Standards**

CONTRACTOR agrees to maintain records that will provide accurate, current and complete disclosure of the status of each program, including, but not limited to, participants, financial, and program operations. The books of account and records must be maintained in sufficient detail to permit the Awarding Agency, the Pass-through Entity (if applicable), WWP and their duly authorized representatives to verify how the contract funds were expended or utilized. CONTRACTOR shall safeguard and maintain the confidentiality of all program records and documents through proper accounting and program procedures and practices. CONTRACTOR must comply with the standards in the most recent versions of appropriate Uniform Administrative Requirements and WWP policies and procedures.

B. Record Storage and Access

Records shall be retained and stored in a manner that will preserve their integrity and admissibility as evidence in any audit/litigation or other proceeding. The burden of production and authentication of the records shall be on the custodian of the records. CONTRACTOR will maintain a plan for record recovery should critical records be lost.

After reasonable notice, at any time during normal business hours and as often as WWP may deem necessary, CONTRACTOR shall make available for examination all its records relating to all matters covered by this Agreement to the named entities and representatives identified in Section 28 b. Federal Assurances of this Agreement.

This provision includes access to CONTRACTOR's personnel for the purpose of interview and discussion of such documents, and/or the delivery of all the documentation to a location designated by WWP for purposes of review. The rights of access are not limited to the required retention period or agreement term, but shall last as long as records are retained.

If record storage is located other than at CONTRACTOR's principal place of business, CONTRACTOR shall inform WWP in writing of the exact location where all records, reports, and other documentation and physical evidence are to be retained; the original records shall remain the responsibility of CONTRACTOR. Additionally, CONTRACTOR will inform WWP in writing of any location changes prior to the date the records, reports and other documentation and physical evidence are moved. Any storage of the records, reports and other documentation beyond the boundaries of WWP's service delivery area shall require prior written approval from WWP.

If CONTRACTOR entity ceases operations, CONTRACTOR shall provide an inventory of and all the records, reports and other documentation covered under this and any previous agreements between CONTRACTOR and WWP to WWP.

C. Record Retention Timeframes and Destruction Requirements

Federal record retention requirements applicable to this agreement are found at 2 CFR 200.333-337. CONTRACTOR shall retain all financial and other required records and supporting documents as follows:

- 1) Retain all records pertinent to this Agreement, interagency agreements, contracts or any other award, including financial, statistical, or other pertinent records, and supported documentation, for a period of at least three years after the acceptance of the final expenditure report (closeout) for that funding period by the Awarding Agency. WWP will notify CONTRACTOR of the record destruction

date when the final expenditure report has been issued and approved.

- 2) Retain all records on non-expendable property for a period of at least three (3) years after final disposition of property.
- 3) Retain indirect cost records such as computations or proposals, cost allocation plans, and supporting documentation for three years from the date the indirect cost rate package is submitted for negotiation. If not submitted for negotiation, the three-year period identified in 11.c.1. above shall apply.
- 4) Retain all records pertinent to applicants, registrants, eligible applicants/registrants, participants, terminees, employees and applicants for employment as required in 11.c.1. above. Participant files should be organized and stored by program year using the participant's year of exit.
- 5) Retain records regarding complaints and actions taken on the complaints for a period of not less than three (3) years from the date of resolution of the complaint.
- 6) Retain all records beyond the required period if any litigation or audit has begun or a claim is instituted involving the grant or agreement covered by the records. The records shall be retained until the litigation, audit or claim has been resolved or the specified destruction date, whichever is longer.

After the record retention period has passed, any records destroyed must be commercially shredded.

D. Limitation of Public Access to Records

If disclosure of trainee records is requested by the public, current confidentiality or non-disclosure standards in ORS 192 and OAR 589-020-0330, pertaining to records of participants, shall apply. Personal information may be made available to other service providers on a selective basis consistent with the participant's signed "Release of Information" form. Trade secrets, or commercial or financial information, that is obtained from a person and privileged or confidential shall not be available to the public.

E. Fees for Requests for Records

CONTRACTOR may charge fees sufficient to recover costs applicable to the processing of requests for records.

14. Contracts and Assignments

CONTRACTOR shall not assign or transfer any interest in this Agreement in whole or in part, or any right or obligation hereunder, without the prior written approval of WWP.

If approved, any contract entered into by CONTRACTOR is not an obligation of WWP. CONTRACTOR shall not represent that it has the power or authority to obligate WWP. No approval by WWP of any assignment or transfer shall be deemed to create any obligation of WWP in addition to those set forth in this Agreement. In no case shall such consent relieve CONTRACTOR from the obligation under, or change the terms and conditions of, this Agreement, unless otherwise provided for. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

WWP has the right to assign all Contract rights and responsibilities at any time by giving written notice of assignment to CONTRACTOR.

Any work or services subcontracted hereunder shall be specified by a written contract, which shall be properly executed. CONTRACTOR shall provide a copy of the contract and any modifications to WWP, upon request.

The failure by WWP to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

CONTRACTOR remains responsible for assuring compliance by such delegates with requirements of the funding sources provided by or through WWP, Federal, State and local laws, regulations, policies, procedures and this Contract.

CONTRACTOR shall conduct a program and fiscal monitoring of its subcontractors in accordance with CONTRACTOR monitoring policies and procedures. CONTRACTOR shall provide WWP with a copy of its monitoring policies, procedures, and schedule for approval. All program and fiscal monitoring reports for subcontractors of CONTRACTOR will be provided to WWP for review and approval.

15. Independent Contractor; Responsibility for Taxes and Withholding; and Retirement

CONTRACTOR is not an "officer", "employee", or "agent" of WWP, as those terms are used in ORS 30.265.

CONTRACTOR shall perform all required work as an independent CONTRACTOR in accordance with but not limited to: Personal Income Tax Laws (ORS Chapter 316); Workers' Compensation Laws (ORS Chapter 656); Wages, Hours and Records Laws (ORS Chapter 652); Conditions of Employment Laws (ORS Chapter 653); Safety and Health Regulations (ORS Chapter 654); and Unemployment Insurance (ORS Chapter 657); conditions concerning payment, contributions, liens, withholding (ORS 279B.220;) condition concerning payment for medical care and providing workers' compensation (ORS 279B.230); condition concerning hours of labor (ORS 279B.235); State contracting agencies to use recovered resources and recycled materials; notice to prospective contractors (ORS 279B. 270); conditions concerning payment of claims by public officers, payment to persons furnishing labor or materials and complaints (ORS 279C.515); all regulations and administrative rules established pursuant to the foregoing laws; and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

CONTRACTOR shall be responsible for all federal or state taxes applicable to compensation or payment paid to CONTRACTOR under this Agreement and unless CONTRACTOR fails to provide their correct Taxpayer Identification Number (TIN), WWP will not withhold from such compensation or payments any amount(s) to cover CONTRACTOR's federal or state tax obligations. CONTRACTOR is not eligible for any Social Security unemployment insurance or workers' compensation benefits from compensation or payments paid to CONTRACTOR under this Agreement, except as a self-employed individual.

16. Employee and Participant Status and Rights

A. Non-Employee Status of Trainees

Trainees in programs under this Agreement shall not be deemed Federal, State, City or WWP employees, and shall not be subject to the provisions of law pertaining to employment by any such government.

B. Employment Terms, Benefits and Working Conditions

All participants employed in subsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work, except that no funds available under this Agreement may be used for contributions on behalf of any trainee to retirement systems or plans.

C. Worksite Standards and Safety

Conditions of employment and training shall be appropriate and reasonable in light of such factors as the type of work, geographical region, and proficiency of the trainee.

Trainees enrolled under this Agreement shall be adequately supervised during training hours, be informed about their rights and responsibilities in reporting unsafe training or working

conditions and training or work-related illnesses and injuries, and be provided with safe training conditions which, at a minimum, shall conform to the health and safety regulations established by the State of Oregon. Health and safety standards established under State and Federal law, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of participants.

D. Charging of Fees to Participants

No person or organization, including private placement agencies, may charge a fee to any individual for referral to or placement in training or employment programs.

E. Grievance Procedures

CONTRACTOR agrees to adopt procedures for hearing and resolving grievances and complaints arising out of this Agreement, in conformance with WWP established policies and procedures. Procedures must comply with rules implementing the Workforce Innovation and Opportunity Act (WIOA).

CONTRACTOR shall abide by Final Determinations issued under WWP, State or Federal grievance processes. Participants receiving services must read and sign a copy of CONTRACTOR's Grievance Procedure which shall be kept in the participant's file.

17. Performance Failure

In the event CONTRACTOR fails to perform under this Agreement, WWP may take action in accordance with WWP Contract Monitoring policies, or if CONTRACTOR fails to take directed corrective action terminate or suspend the Contract (Section 26.b.5 Termination for Cause).

WWP may also pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to: termination of this Agreement effective upon written notice to CONTRACTOR, return of all or a portion of the Contract funds associated with the failure to perform and declaration of CONTRACTOR's ineligibility for the receipt of future awards from WWP. If, as a result of an Event of Default (Section 26.b.5 Termination for Cause), WWP demands return of all or a portion of the Contract funds, CONTRACTOR shall pay the amount to WWP upon WWP demand.

18. Indemnification and Hold Harmless

To the extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless WWP, its Board of Directors, the Workforce Board and their respective officers, agents and employees, from and against all liability that arises out of, in whole or in part, the acts or omissions of CONTRACTOR or CONTRACTOR's employees or subcontractors.

If CONTRACTOR liability arises under above paragraph of this contract, due in whole or in part to WWP's acts or omissions, the indemnification obligation shall be prorated based upon the respective levels of fault attributable to CONTRACTOR and WWP.

Notice shall be promptly submitted to WWP of any action brought against CONTRACTOR resulting from or related to this contract.

19. Equal Employment Opportunity and Nondiscrimination

CONTRACTOR shall not exclude from participation, discriminate against, or deny employment services or benefits to any person, including trainees, in the administration of or in connection with any program administered by CONTRACTOR on the grounds of race, color, sex, religion, mental or physical disability, age, political affiliation, belief, national origin, marital status, application for Worker's Compensation benefits, youth offender (ORS Chapter 419A.004), sexual orientation or perceived sexual orientation, gender identity, or association with any person with, or perceived to have one or more of the above named characteristics, and for beneficiaries only,

citizenship, or participation in the program funded under this Agreement. CONTRACTOR shall take action to ensure that qualified applicants from groups which have historically been denied equal opportunity for employment because of the above factors shall be provided access to and encouraged to participate in employment and training activities.

CONTRACTOR will comply with all Federal, state and local laws, regulations, executive orders and ordinances regarding nondiscrimination and equal opportunity provisions applicable to work under this Contract. CONTRACTOR expressly agrees to comply with the Equal Employment Opportunity provisions in Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60.

Further, CONTRACTOR shall include brief wording in each orientation of potential applicants to describe the Equal Opportunity and Affirmative Action position of this Contract and the method of filing a complaint in regard to such.

CONTRACTOR will ensure that the language "equal opportunity employer/program" and "auxiliary aids and services are available upon request to individuals with disabilities" appear in publications, broadcasts and other communications as outlined in the applicable Uniform Administrative Requirements. Where such materials indicate CONTRACTOR may be reached by telephone, the materials must state the telephone number of the TDD/TTY or relay service used by CONTRACTOR, as required.

20. Responsibility for Legal Compliance

It is the responsibility of CONTRACTOR to comply with the following:

A. Limitations on Union or Anti-Union, Sectarian, Religious, Political or Lobbying Activities

No funds under this agreement shall be used in any way to assist, promote or deter union activities. No individual shall be required to join a union as a condition for enrollment in a program in which only institutional training is provided unless such training involves individuals employed under a collective bargaining agreement. No trainee may be placed into, or remain working in, any position which is affected by labor disputes involving a work stoppage.

These funds may not be spent on the employment or training of participants in sectarian activities which include religious activities, political activities, and/or lobbying.

CONTRACTOR agrees that the participants shall not be employed on the construction, operation or maintenance of any facility or portion of any facility which is used or may be used for sectarian instruction or as a place of religious worship.

B. Applicable Laws, Regulations, and Policies

All other applicable Federal, State and local laws, regulations, executive orders, ordinances and policies and appropriate U.S. Office of Management and Budget Circulars required by the Awarding Agency and the Pass-Through Entity (if applicable), and/or other applicable grants as related to activities under this Contract. This includes all applicable policies of WWP.

C. Fraud Notification Requirements

CONTRACTOR must comply with WWP's requirement that all suspected incidents of fraud, abuse, or other criminal activity must be immediately reported on the same business day as the complaint was made or the incident discovered. CONTRACTOR will conform to WWP's established policies and procedures for reporting and resolution.

21. Maintenance of Effort

No currently employed worker shall be displaced by any trainee, including partial displacement such as a reduction in the hours of non-

overtime work, wages, or employment benefits. No program shall impair existing contracts for services or collective bargaining agreements. No program which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned. No trainee shall be employed, or job opening filled when (a) any other individual is on layoff from the same or any substantially equivalent job, or (b) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a trainee whose wages are subsidized under this Contract.

22. Nepotism

CONTRACTOR shall comply with 20 CFR 683.200(g) and federal and State nepotism rules implementing WIOA. No individual may be placed in an employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.

No member of the immediate family of any officer, agent, director, partner or employee of CONTRACTOR shall receive preferential treatment for enrollment in services or training provided by, or employment with CONTRACTOR.

The term "immediate family" means wife, husband, life/domestic partner, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, grandparent, stepparent, and stepchild. This includes aunts, uncles, nieces and nephews by blood or formal adoption only, but not such relationships by marriage.

23. Code of Conduct

CONTRACTOR shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award, or administration of a contract or contract supported by these funds if a real or apparent conflict of interest as defined by ORS Chapter 244 would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family (see Section 23 Nepotism) or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.

The officers, employees, and agents of CONTRACTOR shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, CONTRACTOR may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of CONTRACTOR. No officer, employee or agent, any member of his or her immediate family, or an organization which employs or is about to employ any of the parties indicated herein, shall financially benefit from the activities of any program participant or applicant.

24. Patents and Copyrights

CONTRACTOR shall comply with the standards in 2 CFR Part 200 for the development, licensing, distribution and use of product(s) and material developed with this Contract.

A. Patents

CONTRACTOR and WWP agree that this Contract shall be governed by Public Law 98-620, by the government wide regulations issued by the Department of Commerce at 37 CFR Part 401 for patents and inventions and implements Awarding Agency regulations. In accordance with these provisions, CONTRACTOR and WWP agree to promptly report all inventions made in the course of or under this Contract.

In the event that a patent application on such an invention is filed, CONTRACTOR hereby grants WWP and the Awarding Agency

and Pass-Through Entity a non-exclusive, non-transferable, royalty-free license for research and educational purposes only.

B. Copyrights

CONTRACTOR agrees that it will not knowingly include any material copyrighted by others in any written or copyrighted material furnished or delivered under this agreement without the consent of the copyright owner, unless it obtained specific written approval from WWP for the inclusion of such copyrighted materials.

25. Public Information

Whenever written or verbal information related to the services provided through this Contract is distributed to the media or directly to the general public, another agency or governmental audience, whether such information is solicited or unsolicited, CONTRACTOR shall acknowledge and name WWP and the Awarding Agency as providing funding for the services provided through this Contract. Additional applicable public disclosures requirements may be described in Special Conditions (Exhibit B).

26. Governing Law, Venue, Consent to Jurisdiction

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provisions held to be invalid.

Any claim, action, suit or proceeding (collectively, "Claim") between WWP and CONTRACTOR that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, by execution of this Contract, hereby consents to the in personam jurisdiction of said courts.

27. Assurance

By signing this Agreement the authorized representative certifies that CONTRACTOR:

A. Financial Capability

Has the legal authority to apply for Federal, State or Local assistance, enter into this Contract Agreement, and the institutional managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this Agreement.

B. Access to Records

Will give WWP, the Awarding Agency, and Pass-Through Entity (if applicable), the Governor (if applicable) and their duly authorized representatives; appropriate governmental authorities involved in the administration of these funds to extent necessary for its proper administration, authority to audit, examine, and make excerpts or transcripts from its books of accounts, correspondence, papers, records, files, forms, or other documents of CONTRACTOR including all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement which are necessary to evaluate whether the funds have been spent lawfully, and to determine compliance with all applicable rules and regulations, and the provisions of this Agreement, including the proper allocation of costs to this Agreement. Authorized representatives could include but are not limited to the Director - Office of Civil Rights, the Comptroller General of the United States and the Inspector General.

C. Generally Accepted Accounting System

Will establish a proper accounting system in accordance with Generally Accepted Accounting Principles (GAAP) and WWP policies and procedures.

D. Conflict of Interest

Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Every reasonable course of action shall be taken by CONTRACTOR in order to maintain the integrity of this expenditure of WWP funds and to avoid any favoritism or questionable or improper conduct.

E. Complete the Work

Will initiate and complete the work within the applicable time frame after receipt of approval from WWP.

F. Discrimination

Will comply with all Federal, state and local laws, regulations, executive orders and ordinances regarding nondiscrimination and equal opportunity provisions applicable to this Agreement. These include but are not limited to:

- 1) Section 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination against qualified individuals with disabilities;
- 2) Title VI and VII of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as amended;
- 3) Age Discrimination in Employment Act of 1967 and Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on basis of age;
- 4) Americans with Disabilities Act of 1990 (ADA) Public Law 101-336 and ORS 659A.142, as amended;
- 5) Section 188 of the Workforce Innovation and Opportunity Act (WIOA);
- 6) Nontraditional Employment for Women Act of 1991;
- 7) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on basis of sex in educational programs;
- 8) Health Insurance Portability and Accountability Act of 1996;
- 9) Vietnam Era Veterans' Readjustment Assistance Act of 1974 as amended;
- 10) Drug Abuse Office and Treatment Act of 1972 (P.L. 92.255), as amended relating to nondiscrimination on the basis of drug abuse;
- 11) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- 12) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- 13) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act 42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- 14) 29 CFR Parts 33 and 37 (If Contract includes DOL funds);

- 15) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made;
- 16) The requirements of any other nondiscrimination statute(s) which may apply to the application.

G. Political Activities

Will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. In addition, CONTRACTOR agrees to comply with, where applicable, Public Law 101-121, which prohibits influencing Federal financial transactions.

Shall not use funds provided under this Contract for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. Nor shall grant funds be used to pay the salary or expenses of any CONTRACTOR staff or agent, related to any activity designed to influence legislation or appropriations pending before the Congress.

H. Audits

Will cause to be performed the required financial and compliance audits in accordance with 2 CFR Part 200.500-521, and Appendix X and XI.

I. Debarment and Suspension

As required by Executive Orders 12549 and 12689 and 2 CFR 200.212 regarding Debarment and Suspension, the CONTRACTOR certifies to the best of its knowledge and belief, that neither it nor its principals:

- 1) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- 2) Have within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(B) of this certification; and,
- 4) Have within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where CONTRACTOR is unable to certify to any of the statements in this certification, CONTRACTOR shall provide an explanation to WWP.

28. Contract Termination

A. Termination for Convenience

This Agreement may be immediately terminated by the mutual consent of the parties. In the event of immediate termination, WWP shall, in accordance with applicable laws, reimburse

CONTRACTOR for reasonable costs incurred under this Agreement up to the date of termination.

Either party to this Agreement may terminate the agreement without cause by delivering a thirty (30) day written notice of intent to terminate to the other party.

B. Termination for Cause

WWP may terminate or modify this Agreement, in whole or in part, in writing, immediately upon notice to CONTRACTOR, or at such later date as WWP may establish in such notice, upon the occurrence of any of the following events:

- 1) CONTRACTOR's misuse of funds provided under this agreement or any other agreement CONTRACTOR has with WWP. Misuse of funds includes any unauthorized or inappropriate use of contract funds that violate Federal, state or local laws or regulations.
- 2) WWP fails to receive funding at levels sufficient to allow the purchase of the indicated CONTRACTOR services;
- 3) Federal, state or local laws, regulations or guidelines are modified or interpreted in such a way that either the services under this Agreement are prohibited or WWP is prohibited from paying for such services from the planned funding source;
- 4) CONTRACTOR no longer holds any license or certificate that is required to perform the work;
- 5) Significant changes in WWP priorities, as indicated by direct action of the Board of Directors of WWP.
- 6) CONTRACTOR, through any cause, has failed to perform in a timely and proper manner its obligations, in whole or in part, under this Agreement, has failed to make sufficient progress towards its objectives, or has violated any of the covenants, agreements, or stipulations of this Agreement. In this event, WWP shall notify CONTRACTOR of the intended action in writing and specify the effective date thereof.

C. Termination Procedures

In the event of early Contract termination for whatever reason, and after receipt of the Notice of Termination, CONTRACTOR shall stop work as specified in the notice and cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment, and miscellaneous items. CONTRACTOR will not enter into any further subcontracts and will not place any further order.

In addition, CONTRACTOR shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering personal services that extend beyond the date of such termination, to the extent that they relate to the performance of any work terminated by the Notice. With respect to such canceled commitments, CONTRACTOR agrees to settle all outstanding liabilities and all claims arising out of such cancellation of commitments, or ratify all such settlements.

Further, upon termination, CONTRACTOR shall deliver to WWP all documents, information, work-in-progress and other property as outlined in Special Conditions (Exhibit B).

D. Payment after Termination

In the event of early Contract termination initiated by either party for whatever reason, CONTRACTOR shall only be entitled to receive reimbursement for costs incurred for services provided prior to the Contract termination date. It is understood that performance in compliance with the Statement of Work (Exhibit C) is a prerequisite to receiving payment.



Notwithstanding the above, CONTRACTOR shall not be relieved of liability to WWP for damages sustained by WWP by virtue of any breach of this Agreement by CONTRACTOR, and WWP may withhold any payments to CONTRACTOR for the purpose of offset until such time as the exact amount of damages due WWP from CONTRACTOR is determined.

E. Close Out Responsibilities and Procedures

Upon notice of termination or expiration of this Agreement, regardless of the reason, CONTRACTOR will work with WWP to establish an acceptable close-out plan which will include both program and administrative components and associated due dates that ensure a smooth transition and compliance with all State and Federal requirements.

The plan will include, but is not limited to, activities that ensure participants are transferred to another similar program with the least amount of disruption possible; participant files and all financial records are updated and assurances in place of record retention provisions; the timeline for submission of final invoices, quarterly reports, leveraged funds, performance reports and updating I-Trac data; and when applicable, accounting of program income, stand-in costs and match funds are in place.

29. Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto. Any amendments to this Agreement or its attachments shall be effective only when they are reduced to writing and duly signed by both parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties.

1. Financial Billing and Reporting Requirements**A. Billing Due Dates**

CONTRACTOR shall submit via e-mail to accounting@willwp.org the Report of Expenditures referenced in Exhibit A, Section 8: Payment Request Process to Willamette Workforce Partnership (WWP), by the 15th day of the month following the period billed.

B. Final Billing for Close-Out

Final Contract billings shall be submitted by 45 days after end of contract. This will constitute the final contract billing request for this Contract. No charges submitted more than 45 days after end of contract will be reimbursed. WWP may, at its discretion, withhold payment of the final invoice until all close-out requirements have been met in accordance with Exhibit A, Section 28.E: Contract Termination, Close-Out Responsibilities and Procedures.

C. General Ledger Reports

General Ledger Reports for the calendar quarter must be received by WWP by the 15th day of the month following the end of the quarter. Expenditure data is required to be reported on an accrual basis.

2. Expenditure Restrictions

The following additional expenditure restrictions apply to Exhibit D: Contract Budget.

A. Expenditure Period

These funds may only be expended within the dates of the Contract Period as stated in the Contract Agreement.

B. Cost

This Agreement is based on a cost-reimbursement method of payment.

C. Indirect Rate/De Minimis

Federally approved Indirect Cost Rates up to a maximum of 10% or a 10% de minimis apply to Personnel and Operating Expense costs.

D. Budget Line Flexibility

Budget Line Flexibility applies separately to each fund shown within the budget.

- 1) Expenditures by Fund may not exceed Fund budget total(s).
- 2) Line item flexibility of not more than the (10) percent is allowed with the exception of personnel line items, which may not be exceeded.
- 3) Flexibility is allowed in decreasing operating and/or personnel expenses in favor of Direct Participant Expenditures.

E. Purchase and Maintenance of Equipment

Equipment or capital outlays (items with an acquisition cost of \$5,000 or greater) may not be purchased with funds provided under this Contract.

Inventory records of items such as office furniture, computers and other electronic equipment purchased by WWP on behalf of the CONTRACTOR, or purchased by the CONTRACTOR using funds provided under this contract, must be kept up to date. The CONTRACTOR shall conduct an annual physical inventory of such property for submission during WWP's annual program monitoring.

Equipment purchased with funds under this Contract shall be intended for use and benefit of participants and activities under this Contract.

Ownership of all inventoried equipment directly charged to the funds under this Contract and other assets purchased by WWP for the CONTRACTOR's Program rests with WWP. WWP may take possession of all such property at any time during and upon termination or expiration of this Contract. All such property shall be returned to WWP within thirty (30) days after the Contract has terminated or expired unless otherwise authorized by WWP.

F. Consultants

Consultant fees paid under this Contract shall be limited to the maximum pursuant to 5 CFR 304.104. as determined by US Department of Labor.

G. Salary and Bonus Limitations

In compliance with Public Law 109-234 and section 111 of the Omnibus Appropriations Act 2009 (Public Law 111-8), none of the funds appropriated under the heading 'Employment and Training' that are available for expenditure on or after June 15, 2006, shall be used by CONTRACTOR to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The salary and bonus limitation does not apply to vendors providing goods and services as defined in 2 CFR 200. Reference DOL TEGL 5-06 for further clarification. Federal and State rules implementing the Workforce Innovation and Opportunity Act (WIOA) shall also apply.

H. Responsibility for Cost Reduction

For activities funded under this Agreement, the CONTRACTOR shall identify training costs supported by other Federal, State, or local programs in order to ensure that these federal funds are in addition to funds otherwise available.

3. Additional Program Reporting Requirements

Program Performance Reports are due monthly to WWP Program Contact 15 days following the end of the calendar quarter.

4. Additional Termination Procedures

In the event of early Contract termination, CONTRACTOR shall deliver to WWP all documents, information, work-in-progress and other property that are or would be deliverables had the contract been completed. All finished or unfinished documents, data, and reports prepared by the CONTRACTOR using funds from this Contract falls under the provisions of Section 24 – Patents and Copyrights in Terms and Conditions (Exhibit A).

5. Additional Financial Documentation for Billing

CONTRACTOR will make available copies of actual source documents or General Ledger detail supporting all invoiced expenditures at the time of billing. When General Ledger detail is not available or source documentation is excessive, CONTRACTOR may provide a summary of the detail with an attestation to the validity of the information and will maintain the detailed back up as outlined in Section 13 - Records Standards, Access to Records and Record Retention (Exhibit A).

6. Technology and Participant Data Management

WWP makes use of Internet technologies to communicate with CONTRACTOR and track Contract performance. Email, Web Information Systems, and an Internet based Data Management System are the primary technologies. To support this technology, CONTRACTOR must have:

- A. Business-grade, broadband internet connectivity.
- B. Network and workstation virus protection that is fully functional and updated at least weekly.
- C. Individual E-mail accounts for staff working with WWP allowing attachment size of at least 5 Megabytes.

Documentation of services will be maintained as directed by WWP policy and procedures. CONTRACTOR is responsible for entering information into the I-Trac data management system that is supported by required file documentation, staff or customer attestation, as outlined in WWP policy and procedures. Performance reports will be available through this same system. *I-Trac Data Entry must be completed within five business days following the activity or data change* to ensure accurate and timely grant reporting.

To support I-Trac technology and use, CONTRACTOR must have:

- A. PCs with 2 GB RAM or more, and 20 GB or more of available disk space.
- B. One of the following Internet browser programs: Microsoft Internet Explorer version 9 or newer; Google Chrome version 25.0 or newer; Mozilla Firefox version 21.0 or newer.
- C. Monitors capable of at minimum a 1024x768 resolution that is comfortable for the user.

7. Security of Information**A. Breach Notification**

Any CONTRACTOR who becomes aware of any potential breach of a document or electronic file containing participant personal information will immediately notify WWP. A breach occurs when any unauthorized individual or entity gains access to personal information or when unintended disclosure of personal information is made, for example loss or theft of an electronic device containing personal information, loss or theft of a paper document containing personal information, unauthorized access to a network containing personal information, or a document containing personal information being sent to the wrong address.

B. Social Security Number Use

CONTRACTOR will not print a participant's full Social Security Number (SSN) on any document that will be sent through the mail (U.S. or electronic) without a written request from the person whose SSN will be printed on the document, except as required by law. CONTRACTOR will use only the I-Trac Customer ID, the Jobseeker ID, or the last 4 digits of a SSN on documents unless there is a compelling business reason to use the entire SSN. If a document contains a full SSN, CONTRACTOR will take steps to protect the document from unauthorized disclosure. CONTRACTOR will not provide copies of a document containing a full SSN to anyone other than the person whose SSN is listed on the document, except as allowed by State or Federal law. CONTRACTOR may provide a copy of a document to a third party with the SSN redacted if the document is otherwise allowed to be released. No CONTRACTOR will publicly post or display a document containing a full SSN.

C. Data and Record Security

CONTRACTOR must develop, implement and maintain reasonable safeguards to protect the security and confidentiality of participant personal information. Employees of CONTRACTOR with access to personal information must take reasonable steps to prevent a breach of the information. Reasonable steps include locking file cabinets, monitoring access to areas containing personal information, locking computer workstations if leaving the area, and maintaining physical control over files, computer workstations, thumb drives, CDs or other media which contains personal information. CONTRACTOR must also ensure the proper disposal of documents or other media which contains personal information. Contracting with a document shredding company will be considered proper disposal of paper documents. CONTRACTOR will be responsible for properly disposing of or erasing electronically stored personal information on hard drives, CDs, thumb drives or other devices under their control.

8. Performance, Monitoring, and Budget Management

- A. Expenditures to date will be monitored on a monthly basis to ensure that the budget-to-actual amounts demonstrate expenditure rates that are consistent with the percentage of the program year that has transpired. Particular attention is to be paid to all participant cost categories to ensure that adequate investments in participants are being made throughout the program year.
- B. CONTRACTOR will support all program compliance monitoring activities, including but not limited to WWP annual program, fiscal, and file compliance reviews, State of Oregon annual monitoring and Data Element Validation reviews, as well as any Department of Labor or other funder monitoring activities.

9. Program Income

Program income must be tracked by funding source and reported to WWP on the WWP Billing Workbook at the time of each billing and in the appropriate section of the Financial Status Report. If CONTRACTOR generates program income with Contract funds, the program income must be added to the Contract, shall be considered Contract funds for purposes of this Agreement, and must be used or expended in accordance with the terms and conditions of this Agreement prior to requesting disbursement of additional funds under this Contract from WWP. CONTRACTOR will comply with program income requirements outlined in 2 CFR 200.307.

10. Stand-In Costs

Stand-in costs must be tracked by funding source and reported to WWP in the appropriate section of the Financial Status Report. In order to be considered as valid substitutions, the costs shall have been reported by the grantee as uncharged program costs under the same title and in the same program year in which the disallowed costs were incurred; shall have been incurred in compliance with laws, regulations, and contractual provisions governing funding source; and shall not result in a violation of the applicable cost limitations.

11. Matching Funds

Matching Funds are defined as resources from an alternate source that are used in the same manner and at the same amount as the funds used in fulfilling this contract. Matching Funds that were expended by the CONTRACTOR must be reported as directed by WWP.

12. Leveraged Resources

Leveraged resources are defined as all resources used by the CONTRACTOR to support this Contract activity and outcomes, whether those resources meet Federal standards for "match" funds. Leveraged resources that were expended by the CONTRACTOR must be reported as directed by WWP.

13. Prohibited Uses of Funds

CONTRACTOR will ensure that these funds are not spent on the following items, which are addressed by WIOA and will be subject to Federal and State rules:

- A. Public service employment, except to provide disaster relief employment, as specifically authorized in WIOA and under a special Federal disaster relief assistance grant.

- B. Expenses prohibited or unallowable under any other Federal, State or local law or regulation, including foreign travel.
- C. General economic development and related employment generating activities.
- D. Capitalization of businesses.
- E. Investment in Contract bidding Resource Centers.
- F. Investment in revolving loan funds.
- G. Drug testing except to facilitate the hiring process.
- H. The wages of incumbent employees during their participation in training when funded by WIOA. This does not include employer wage reimbursements for OJTs.

14. Business Relocation Service Prohibitions

Refer to WIOA and implementing Federal and State rules. Federal funds may not be used for:

- A. Relocation of a business or part of a business from any location in the United States, if the relocation would result in any employee losing his or her job at the original location;
- B. Customized training, skill training, or on-the-job training or company specific assessments of job applicants or employees of a business or a part of a business that has relocated from any location in the United States until the company has operated at that location for 121 days or more, if the relocation resulted in any employee losing their jobs at the original location.

15. Public Announcements

When issuing statements, press releases, and requests for proposals, bid solicitation, and other documents describing program funded in whole or in part with Federal money under this Agreement, CONTRACTOR shall follow the WWP Public Disclosure Statement policy.

16. Funding Acknowledgement

All written brochures, training materials, curriculum and other written materials whose development is supported in whole or in part with funds provided under this Contract must contain a funding acknowledgement. The specific language required will be provided by WWP upon CONTRACTOR request.

17. Intellectual Property Rights

To ensure that the Federal funds invested through this contract have as broad an impact as possible and to encourage innovation in the development of new learning materials, CONTRACTOR must license to the public all work (except for computer software source code, discussed below) created with the Federal funds provided through this contract under a Creative Commons Attribution 4.0 (CC BY) license. Work that must be licensed under the CC BY includes both new content created with Federal funds and modifications made to pre-existing, CONTRACTOR-owned content using Federal funds.

This license allows subsequent users to copy, distribute, transmit and adapt the copyrighted Work and requires such users to attribute the Work in the manner specified by the CONTRACTOR. CONTRACTOR will affix notice of the license to the work. For general information on CC BY, please visit <http://creativecommons.org/licenses/by/4.0>. Instructions for marking your work with CC BY can be found at http://wiki.creativecommons.org/Marking_your_work_with_a_CC_license. Questions about CC BY as it applies to specific applications should be submitted in writing to WWP.

Only work that is developed by the CONTRACTOR with Federal funds is required to be licensed under the CC BY license. Pre-existing copyrighted materials licensed to, or purchased by the CONTRACTOR from third parties, including modifications of such materials, remain subject to the intellectual property rights the CONTRACTOR receives under the terms of the particular license or purchase. In addition, works created by the CONTRACTOR without Federal funds do not fall under the CC BY license requirement.

The purpose of the CC BY licensing requirement is to ensure that materials developed with Federal funds result in work that can be freely reused and improved by others. When purchasing or licensing consumable or reusable materials, CONTRACTOR will respect all applicable Federal laws and regulations, including those pertaining to the copyright and accessibility provisions of the Federal Rehabilitation Act.

Further, the Department of Labor requires, and CONTRACTOR will ensure, that all computer software source code developed or created with Federal funds will be released under an intellectual property license that allows others to use and build upon them. Specifically, the CONTRACTOR will release all new source code developed or created with Federal funds under an open license acceptable to either the Free Software Foundation and/or the Open Source Initiative.

Separate from the CC BY license to the public, the Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal purposes the copyright in all products developed with Federal funds, including a purchase ownership (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. CONTRACTOR may not use Federal funds to pay any royalty or license fee for use of a 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 Federal funds, including intellectual property, these revenues are program income. Program income is added to the contract and must be expended for allowable activities.

CONTRACTOR will apply the following statement on all products developed in whole or in part with Federal 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 grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The U.S. Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership."

18. WorkSource Centers

When the CONTRACTOR becomes a partner within a WorkSource Center that is located within a State of Oregon Employment Department office, CONTRACTOR will assure that any lease or sub-lease for the WorkSource Center space includes a transfer clause to WWP. In the event this contract is terminated by either party, CONTRACTOR agrees to transfer the lease/sub-lease and relinquish the space to WWP for use by the new service provision CONTRACTOR. Additionally, the CONTRACTOR may not move the workforce development program out of the WorkSource Center without written approval from WWP. If the CONTRACTOR is leasing additional space within the WorkSource Center for another program, that relationship will not be impacted by any changes to this contract.

19. Lobbying

If the CONTRACTOR is a recipient of Federal assistance funds of \$100,000 or more, whether all or only part of the funds are provided by WWP the CONTRACTOR certifies by signature of this Contract that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, cooperative agreement, or any other award covered by 31 U.S.C. Sec. 1352.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The CONTRACTOR shall require that the language of this certification be included in the contract documents for all subcontracts and that all subcontractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

20. Veteran's Priority Provisions:

CONTRACTOR agrees to comply with Veteran's Priority Provisions. The Jobs for Veterans Act (Public Law 107-288) requires grantees to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing the priority of service can be found at 20 CFR 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Grantees must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL 10-09 is available at <http://wdr.doleta.gov/directives>.

21. Additional Assurance and Certification for Agreements over \$100,000**A. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulations**

By execution of this Contract, CONTRACTOR hereby provides WWP a written assurance that the CONTRACTOR will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1368), and Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 30), and further, CONTRACTOR agrees to promptly report all infractions to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

B. Drug Free Workplace Certificate

The CONTRACTOR certifies that it will or will continue to provide a drug-free workplace by:

- 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the CONTRACTOR's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- 2) Establishing an ongoing drug-free awareness program to inform employees about:
 - a) The dangers of drug abuse in the workplace.
 - b) The CONTRACTOR's policy of maintaining a drug-free workplace.
 - c) Any available drug counseling, rehabilitation, and employee assistance programs.
 - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- 3) Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph 21.B.1);
- 4) Notifying the employee in the statement required by paragraph 21.B.1) that, as a condition of employment under the Contract, the employee will:
 - a) Abide by the terms of the statement; and
 - b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- 5) Notifying WWP in writing, within ten calendar days after receiving notice under 4(b) above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Contract;
- 6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b) above, with respect to any employee who is so convicted:
 - A) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - B) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- 7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1) through 6) above.

22. Federal E-Verify System

CONTRACTOR is responsible for following WWP policy and procedure relative to Executive Order 13465 "Economy and Efficiency in Government Procurement through Compliance with Certain Immigration and Nationality Act Provisions and the Use of an Electronic Employment Eligibility Verification System." The policy and related procedure will reference the Federal E-Verify system.

23. National Labor Relations Act Employee Rights Notice

During the term of this Agreement, CONTRACTOR agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places where employees covered by the National Labor Relations Act engage in activities relating to the performance of the Agreement, including all places where notices to employees are customarily posted both physically and electronically (29 CFR 471).

24. Federal Funding Accountability and Transparency Act

The Federal Funding Accountability and Transparency Act (FFATA) require sub-recipients with federal award over \$25,000 to register and maintain Data Universal Numbering System (DUNS) and Central Contract Registry (CCR) numbers. To obtain a DUNS and CCR number see links below.

DUNS number registration information can be obtained at: <http://fedgov.dnb.com/webform>.

Registration information for CCR can be found at: <http://www.sam.gov>.

25. Text Messaging While Driving (Executive Order 13513 Section 4)

CONTRACTOR will adopt policy that prohibits staff text messaging while driving company-owned or rented vehicles or while driving personal vehicles and performing any work for or on behalf of this contract.

26. Limited English Proficiency

Recipients of Federal financial assistance must take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and that there is effective communication between the service provider and individuals with limited English proficiency. Recipients should determine their responsibilities to individuals with limited English proficiency under Title VI of the Civil Rights Act of 1964.

27. Seat Belts

Pursuant to EO 13043 (April 16, 1997), Increasing the Use of Seat Belts in the United States, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.

28. Executive Order 13333

This Agreement may be terminated without penalty, if the grantee or any subgrantee, or the CONTRACTOR or any subcontractor (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect, or (ii) uses forced labor in the performance of the grant, contract, or cooperative agreement. (22 U.S.C. § 7104(g))

29. Special Requirements for Conferences and Conference Space

CONTRACTOR must obtain prior approval from WWP before holding any conference as described in 2 CFR 200.432, or any activity related to holding said conference that will include participants other than CONTRACTOR's employees.

Project Name

I. Heading

WILLAMETTE WORKFORCE PARTNERSHIP

Contract # SXX-XX

Exhibit D: Budget

PROGRAM PROVIDER: [REDACTED]

COUNTY: [REDACTED]

BUDGET PERIOD: July 1, 2018 - June 30, 2019

CONTRACT BUDGETS						
FUNDING SOURCE						All Funds
Operating Costs						
Admin/Mgmt Salary & Fringe						\$ -
Program Salary & Fringe						\$ -
Professional Services						\$ -
Program Outreach						\$ -
General Supplies						\$ -
Technology						\$ -
Communications						\$ -
Facilities						\$ -
Staff Travel						\$ -
Staff Development						\$ -
Total Operating Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Youth Services						
Assessments						\$ -
Work Readiness						\$ -
Training & Education						\$ -
Incentives						\$ -
Support Services						\$ -
Total Youth Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Work Experience						
WEX Personnel Salary & Fringe						\$ -
Participant Compensation						\$ -
Materials & Professional Services						\$ -

Total Work Experience	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overhead/Approved Indirect						\$ -
Total Contract Budgets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

CONTRACTOR shall provide insurance coverage at its own expense for the required level of insurance as specified in this Exhibit. All insurance carried by the CONTRACTOR must be primary to and non-contributory with any insurance, including any self-insurance or retentions carried by the CONTRACTOR.

CONTRACTOR shall be financially responsible for all deductibles or self-insured retention contained within the insurance. CONTRACTOR agrees to maintain continuous, uninterrupted coverage for the duration of this Agreement. There shall be no cancellation, material change, or reduction of limits without thirty (30) days advance written notice from the CONTRACTOR to WWP.

If the insurance is canceled or terminated prior to completion of the Agreement, CONTRACTOR shall purchase new coverage and provide a certificate of insurance evidencing coverage and limits equal to or greater than the required level of insurance as defined in this Exhibit. In the event the CONTRACTOR fails to keep in effect at all times the specified insurance coverage, WWP may terminate this Agreement, subject to the provisions of this Agreement.

a. General Liability Insurance

CONTRACTOR must carry a Commercial General Liability insurance policy on an occurrence basis with a combined single limit of at least **\$1,000,000** per occurrence and at least **\$2,000,000** in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury, which protects the Awarding Agency, Pass-Through Entity (if applicable), WWP and each of their respective officers, agents, and employees from claims for damages arising in whole or in part out of CONTRACTOR's performance under this Agreement. The general liability insurance shall provide contractual liability coverage for the indemnity required under this contract.

b. Motor Vehicle Liability Insurance

CONTRACTOR must carry Automobile Liability insurance with a combined single limit of not less than **\$1,000,000** combined single limit per accident for Bodily Injury and Property Damage for CONTRACTOR'S vehicles, whether owned, hired, or non-owned, which includes coverage for WWP and their respective officers, agents, and employees.

c. Professional Liability Errors and Omissions Insurance

Contractor shall at all times carry a Professional Liability/Errors and Omissions type insurance policy with limits of not less than **\$1,000,000** each occurrence and **\$2,000,000** in the annual aggregate.

d. Workers' Compensation Insurance

The CONTRACTOR must carry Workers' Compensation Insurance in compliance with ORS 656 covering all its employees as required by applicable workers' compensation laws including employers' liability with limits not less than **\$500,000/ \$500,000/ \$500,000**. If the CONTRACTOR pays wages directly to trainees under this Agreement, the CONTRACTOR must also carry Workers' Compensation Insurance in compliance with ORS 656 covering any and all such trainees. No Workers' Compensation Insurance has been or will be obtained by WWP for the CONTRACTOR or for the CONTRACTOR'S employees and subcontractors.

e. Bonding

The CONTRACTOR shall carry an Employee Fidelity Bond on every officer, director, agent, or employee authorized to receive or deposit funds under this contract or issue financial documents, checks, or other instruments of payment of program costs. Bond shall be in the amount of at least **\$100,000**. The bond shall be effective prior to any Contract payment and for at least twelve (12) months after this Agreement terminates.

f. Property and Equipment

All property and equipment purchased by CONTRACTOR with funds received under this Agreement, or purchased on behalf of CONTRACTOR for the program site(s) covered under this Agreement, shall be insured by CONTRACTOR at replacement value against fire, theft, and destruction equal to the full replacement cost.

g. Certificates of Insurance

As evidence of the insurance coverage required by this Agreement, the CONTRACTOR shall furnish acceptable insurance certificates to WWP at the time, or prior to the time, CONTRACTOR executes this Agreement. CONTRACTOR shall name WWP and each of their respective officers, agents, and employees as additional insured with respect to the CONTRACTOR's services to be provided under this Agreement. Insuring companies or entities are subject to WWP acceptance. If requested, complete copies of the insurance policy shall be provided to WWP.

h. Subcontractor Insurance

CONTRACTOR shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the CONTRACTOR under this agreement, unless this requirement is expressly modified or waived by WWP in writing.

i. Sexual/Physical Abuse/Molestation Insurance [Contracts serving participants less than age 18]

CONTRACTOR must carry a Sexual or Physical Abuse or Molestation Liability insurance policy on an occurrence basis with a combined single limit of at least **\$1,000,000** per occurrence and at least **\$1,000,000** in the aggregate, which protects the Awarding Agency, Pass-Through Entity (if applicable), WWP and each of their respective officers, agents, and employees from claims for damages arising in whole or in part out of CONTRACTOR's performance under this Agreement.

WILLAMETTE WORKFORCE PARTNERSHIP	Contract #SXX-XX
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**CONTRACT AGREEMENT FOR
WORKFORCE DEVELOPMENT SERVICES**

The parties to this Agreement are Willamette Workforce Partnership, hereinafter referred to as "WWP" or "GRANTOR," and [Name of Contractor], hereinafter referred to as the "CONTRACTOR." In this Agreement, either the CONTRACTOR or WWP may also be referred to individually as a "party" or jointly as the "parties", and the Contract Agreement as "Agreement" or "Contract."

Name and Address of Parties													
GRANTOR: Willamette Workforce Partnership 626 High Street NE, Suite 305 Salem, OR 97301 Federal Tax ID: 26-0172758 D-U-N-S: 008283315	CONTRACTOR: Legal Name Address 1 Address 2 City, State Zip Federal Tax ID: XX-XXXXXXX D-U-N-S: XXXXXXXXX												
Contact Information													
For GRANTOR: Program Contact: Ami Maceira-McSparin Phone: (503) 581-1002 E-mail: amaceira-mcsparin@willwp.org Fiscal Contact: Gary Mueller E-mail: gmueller@willwp.org	For CONTRACTOR: Program Contact: Name Phone: (XXX) XXX-XXXX E-mail: email@email Fiscal Contact: Name E-mail: email@email.email												
Purpose: CONTRACTOR will provide workforce development services to eligible participants as described in the Statement of Work.													
Maximum Amount Payable \$XXX,XXX.XX	Contract Period July 1, 2018 – June 30, 2019												
Attachments: This contract consists of this signature page and the following Exhibits, which constitute the entire understanding of the parties.													
<table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Exhibit A:</td> <td>Terms and Conditions</td> </tr> <tr> <td>Exhibit B:</td> <td>Special Conditions</td> </tr> <tr> <td>Exhibit C:</td> <td>Statement of Work</td> </tr> <tr> <td>Exhibit D:</td> <td>Budget</td> </tr> <tr> <td>Exhibit E:</td> <td>Performance Plan</td> </tr> <tr> <td>Exhibit F:</td> <td>Insurance Requirements</td> </tr> </table>		Exhibit A:	Terms and Conditions	Exhibit B:	Special Conditions	Exhibit C:	Statement of Work	Exhibit D:	Budget	Exhibit E:	Performance Plan	Exhibit F:	Insurance Requirements
Exhibit A:	Terms and Conditions												
Exhibit B:	Special Conditions												
Exhibit C:	Statement of Work												
Exhibit D:	Budget												
Exhibit E:	Performance Plan												
Exhibit F:	Insurance Requirements												
PY18 Funding Source Information													
Fund: WIOA Adult Program Awarding Agency: US Department of Labor Funding Source: Workforce Innovation and Opportunity Act Title 1B – Adult Program CFDA Number: 17.258 Amount: \$XXX,XXX Pass-through Entity: Oregon Higher Education Coordinating Commission													
Fund: WIOA Dislocated Workers Program Awarding Agency: US Department of Labor Funding Source: Workforce Innovation and Opportunity Act Title 1B – Dislocated Workers CFDA Number: 17.278 Amount: \$XXX,XXX Pass-through Entity: Oregon Higher Education Coordinating Commission													
Fund: WIOA Youth Program Awarding Agency: US Department of Labor Funding Source: Workforce Innovation and Opportunity Act Title 1B – Youth Program													

WILLAMETTE WORKFORCE PARTNERSHIP	Contract #SXX-XX
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<p>CFDA Number: 17.259 Amount: \$XXX,XXX Pass-through Entity: Oregon Higher Education Coordinating Commission</p> <p>Fund: Name of Fund Awarding Agency: Funding Source: CFDA Number: Amount: \$XXX,XXX Pass-through Entity:</p> <p>Fund: Name of Fund Awarding Agency: Funding Source: CFDA Number: Amount: \$XXX,XXX Pass-through Entity:</p> <p>Any initiatives funded under this Agreement which are paid by WWP with different funding sources than those listed above, will be reported to CONTRACTOR at the fiscal year-end, with applicable CFDA and Federal Awarding detail.</p> <p>Regulations and Cost Principles: In performing its responsibilities under this Agreement, the CONTRACTOR hereby certifies and assures that it will fully comply with the Federal government’s Uniform Guidance at 2 CFR Part 200 and 2 CFR Part 2900, including any subsequent amendments. The CONTRACTOR shall also comply with rules policies and procedures issued by the US Department of Labor, State of Oregon, and by the GRANTOR, including those adopted during the life of this Agreement to implement the Workforce Innovation and Opportunity Act of 2014.</p> <p><u>Other Requirements (As Applicable):</u> 29 CFR Part 37, Nondiscrimination and Equal Opportunity Requirements 37 CFR Part 401, Rights to inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements</p>

[Page break here should be deleted for contracts with only 2 funding sources-keep break for 3 or 4 source contracts]

WILLAMETTE WORKFORCE PARTNERSHIP	Contract #SXX-XX
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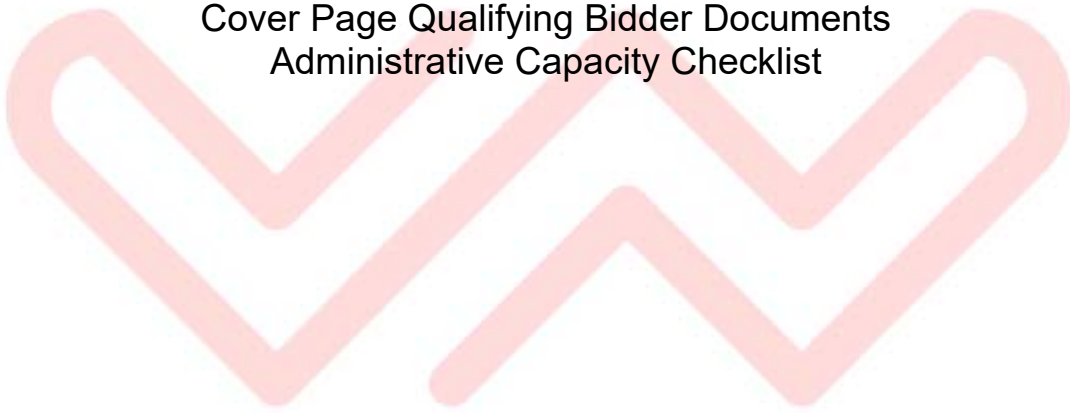
The undersigned execute this Agreement on behalf of the CONTRACTOR and WWP and, by doing so, legally obligate and bind the CONTRACTOR and WillWP to the terms and the conditions of this Agreement.

Authorized Signature [LEGAL NAME OF CONTRACTOR]	Authorized Signature WILLAMETTE WORKFORCE PARTNERSHIP
<hr/> Signature/Date [Name and Title of Signer]	<hr/> Signature/Date Kim Parker-Llerenas, Executive Director

APPENDIX 2

FORMS

Title Page for Proposal Submission
Cover Page Qualifying Bidder Documents
Administrative Capacity Checklist





Title Page for Proposal Submission

Organization Name: _____

Name of individual responsible for the submission:

Signature of individual responsible for the submission:

Email address of individual responsible for the submission:

Is your organization a for-profit organization? _____

Organization address: _____

If your organization has already submitted administrative capacity documents in response to the Youth and Adult/Dislocated Worker RFP, please indicate that with a check mark: ____

This RFP requires connecting program participants to a WorkSource Willamette center. Please indicate below which center you would use (you may choose more than one).

- Lebanon
- Albany
- Woodburn
- Salem
- Dallas
- McMinnville



COVER PAGE

QUALIFYING BIDDER DOCUMENTS

Organization Name: _____

Individual Responsible for the Submission:

Address: _____

Email Address: _____

Phone: _____

EIN: _____

DUNS: _____

Signature of Individual authorized to represent
and bind the organization. (Use blue ink)

Date



Administrative Capacity Checklist

Bidder Organization Name:

Instructions: Check the documentation provided. Please provide in the same order as the list below, and clearly label each document.

- A copy of the organization's W-9
- The organization's most recent audited financial statements (at minimum, within the last two years) including the accompanying letters
- Current job description(s) and resume (s) for staff in financial management or oversight position(s) with responsibility for performing key grant accounting and financial reporting functions. if these services are contracted out, please provide the name of business, contact information, current job description(s) and resume(s) as indicted above.
- Copy of documentation proving legal entity (for example, certificate of incorporation, 501© (3) letter, etc.)
- Resume of Chief Executive Officer of bidder's organization
- Copy of organization's timekeeping policies and procedures that address tracking of employee time and associated personnel costs by activity and funding source
- Copy of organizational staff chart
- A description of how the organization currently performs prospective employee background checks, or how it will ensure that background checks are performed.
- The organization's insurance certificate providing evidence of coverage for:
 - General Liability
 - Professional Liability
 - Worker's Compensation
 - Motor Vehicle
 - Property and Equipment
 - Employee Dishonesty