



# WILLAMETTE WORKFORCE

— PARTNERSHIP —

## Oregon's Willamette Workforce Region One-Stop Operator Request for Proposal

Willamette Workforce Partnership is seeking qualified and experienced organizations to deliver high quality One-Stop Operator workforce services in Linn, Marion, Polk and Yamhill counties, with work to begin July 1, 2022, and potential for contract renewal annually until June 30, 2026. This Request for Proposal (RFP) does not commit Willamette Workforce Partnership to award any agreement. All dates subject to change.

RFP SCHEDULE (local Pacific Standard time)	DATE
RFP Release Date	January 10, 2022
Submittal of Written Questions Deadline (11:00 am)	February 11, 2022
Responses to Written Questions (posted on WWP's website)	February 18, 2022
Proposal Deadline (12:00 pm)	March 1, 2022
Evaluation and Bidder Interviews, if applicable	March 28, 2022
Award Notice	May 20, 2022
Award Notice on WWP's website	June 17, 2022
Performance Start date	July 1, 2022

**Submit proposals and requests for alternate formats to:**

Willamette Workforce Partnership  
626 High St. Suite 305 Salem, Oregon 97301  
Telephone: 503-581-1002  
Email: [RFP@willwp.org](mailto:RFP@willwp.org)  
[www.willwp.org](http://www.willwp.org)

Willamette Workforce Partnership and WorkSource Willamette are equal opportunity program/employer. Language assistance is available to individuals with limited English proficiency free of cost. Auxiliary aids or services are available upon request to individuals with disabilities. Oregon Relay 1-800-735-2900. Willamette Workforce Partnership y WorkSource Willamette es un programa/empleador que respeta la igualdad de oportunidades. Hay asistencia de idiomas para personas con conocimiento limitado del inglés sin costo y servicios auxiliares disponibles a pedido para discapacidades. Oregon Relay 1-800-735-2900.



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## Part I: General Information

### **A. Introduction**

Willamette Workforce Partnership (WWP), a private, non-profit 501(c)(3) organization, is the Local Workforce Development Board (LWDB) serving the Oregon counties of Linn, Marion, Polk, and Yamhill. A board of directors governs the work of WWP. A board, prescribed by [Workforce Innovation and Opportunity Act \(WIOA\)](#), is a mix of private industry leaders, public workforce partners, area educational institutions, and is appointed by the Mid-Willamette Jobs Council, (two county commissioners from each of the four counties of Linn, Marion, Polk and Yamhill). WWP administers WIOA programs in the Willamette Region and in compliance with WIOA Section 107 and 20 CFR 679 through 681. More information about WWP, as well as board policies, can be found on our website under the **About Us** section.

Pursuant to 20 CFR 678.605, WWP is soliciting proposals to provide One-Stop Operator workforce services for the WorkSource centers in the service area of Linn, Marion, Polk and Yamhill counties, herein referred to as the Willamette workforce region. Approximately \$200,000 will be available annually to perform these services, which begin on July 1, 2022.

Through this request for proposal (RFP), WWP will select one contractor to deliver One-Stop Operator services in the Willamette workforce region. Work will begin July 1, 2022 and continue through June 30, 2023, with the potential for contract renewal annually until June 30, 2026, based on funding availability and/or contractor performance.

*Prospective bidders should note there is another RFP for Youth Services published by WWP at the same time as this RFP for One-Stop Operator Services.*

### **B. The Workforce Innovation and Opportunity Act**

Workforce services in the Willamette workforce region are primarily funded by WIOA. This act helps job seekers, workers access employment, education, training and support services to succeed in the labor market, and helps match employers with the skilled workers they need to compete in the global economy. The Federal Department of Labor and Oregon's Higher Education Coordinating Commission, Office of Workforce Investment, oversee this funding. Bidders are strongly encouraged to read the Department of Labor's WIOA resource page for WIOA information and latest updates: <https://www.doleta.gov/wioa/>.

### **C. Funding Available Under WIOA**

The amount of \$200,000 is an annual estimate of funds available for One-Stop Operator services under WIOA. Estimates are made available only to aid in proposal preparation for bidders.

The funding estimates represent the entirety of the funding available for the services being proposed and include any negotiated profit. All applicants must comply with all federal regulations and procurement policies relating to the calculation and use of profits. Per 2 CFR 200.323(b), profit must be negotiated as a separate element of price for each contract in which there is no price competition or in which a cost analysis is performed.

#### **D. Background**

The Willamette workforce region has six WorkSource centers which are the cornerstone of the public workforce investment system and house multiple organizations and programs. Collectively, the six centers are referred to as WorkSource Willamette. Each WorkSource Willamette center is a single point of entry for accessing WIOA, Oregon Employment Department, and other partner services for thousands of area residents who receive services each year. The idea is that job seekers interact with friendly, efficient, and knowledgeable staff to help guide them through an array of services.

The physical locations of the six WorkSource Willamette centers 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

#### **E. Eligible Bidders**

WIOA sec. 121(d)(2)(B) describes eligible applicants for the One-Stop Operator designation as an entity (public, private or nonprofit) or a consortium of entities (including a consortium of entities that, at a minimum includes three (3) or more of the one-stop partners), of demonstrated effectiveness, located in the local area. If a consortium is submitted, the proposal must clearly demonstrate that all contractual responsibility rests solely with one legal entity serving as the fiscal agent and that there is a minimum of three (3) WIOA required programs in the partnership.

The types of entities that may be a One-Stop Operator include the following:

- An institution of higher education
- Nontraditional public secondary schools, night schools, adult education schools, Career and Technical Education schools – *Note: In compliance with Federal Register Vol. 81. No. 16 Final Rules, elementary schools and secondary schools are not eligible to be selected as a One-Stop Operator*
- An Employment Service state agency established under Wagner Peyser
- A community-based, non-profit organization or workforce intermediary
- A government agency (i.e., municipality)
- Other interested organizations or entities capable of carrying out the duties of the One-Stop Operator, including local Chambers of Commerce, business organizations, or labor organizations
- Government agencies or governmental units, such as: local or county governments, school districts, state agencies, and federal WIOA partners
- LWDBs, if approved by the Chief Elected Official and the Governor as required in WIOA sec. 107(g) (2)
- Private for-profit entities

Following WWP's vision and mission of advancing equity and inclusion, WWP encourages the participation of respondents who are certified as small businesses, minority-owned firms, and women's business enterprises that meet the requirements of eligible respondents. WWP is committed to equal opportunity in its contracting process.

*Additional Requirements:* Any entity proposing to serve as the One-Stop Operator will disclose any potential conflicts of interest arising from the relationship of the operator with training service providers or other service providers. Pursuant to 20 CFR 679.430, any entity selected or otherwise designated to perform more than one of the functions within the local One-Stop system must develop a written agreement with WWP and the Chief Elected Official that clarifies how the entity will carry out its responsibilities while demonstrating compliance with WIOA and corresponding regulations, relevant Office of Management and Budget circulars, the [State's conflict of interest policy](#), and WWP's [conflict of interest policy](#).

#### **F. 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 participating in this transaction by any federal department or agency. WWP will not enter into contract negotiations with an organization that has previous contract(s) with WWP that have been terminated for cause; or the entity has not complied with an official order to repay disallowed costs incurred during its conduct of programs or services. Additionally, any bidder, member, or affiliate of a proposing team with current agreements with WWP must be in good standing for its proposal to be considered responsive. For this RFP, good standing refers to compliance with all contractual provisions, including payment of financial obligations. For this reason, all bidders must be deemed 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 reviewed 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 narrative response page limit. Only one set of Administrative Capacity documents relevant to a bidder's organizational capacity is required. The administrative capacity checklist which lists the documents to be submitted is found in **Appendix II**.

#### **G. Solicitation Transparency**

Prospective bidders of this RFP are prohibited from contacting members of the WWP Board of Directors, the Mid-Willamette Jobs Council, RFP advisory group members or WWP staff regarding this solicitation. This is 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.

#### **H. Right to Disqualify for Conflict of Interest**

WWP reserves the right to disqualify any bidder that fails to provide information or data requested herein or that provides materially inaccurate or misleading information or data. WWP reserves the right to disqualify any bidder based on any real or apparent conflict of interest that is disclosed by the proposals submitted or of any other data available to WWP. Disqualification is at the sole discretion of WWP. By submission of a proposal hereunder, the bidder waives any right to object now or at any future time, as to the exercise by WWP of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the WWP.

#### **I. Cost of Applications and Obligation**

All costs incurred in prepping and submitting a bid in response to this RFP will be the responsibility of the bidder and will not be reimbursed by WWP. All bidders who submit a bid in response to this RFP understand and agree that WWP is not obligated to select any Bidder, and, further, has absolutely no financial obligation to any bidder arising from this RFP.

#### **J. Contractual Relationship and Contract Term**

The awardee of this RFP will be a sub-recipient. A sub-recipient is a non-federal entity that receives a subaward from a pass-through entity to carry out all or part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a federal awarding agency (2 CFR 200.93).

The successful bidder of this RFP must comply with all applicable uniform administrative requirements, cost principles and audit requirements. As the pass-through agency, WWP, will monitor the sub-recipient annually to ensure the grant funds are being used for authorized purposes and as a required by the grant agreement and applicable regulations.

WWP anticipates that certain aspects of this engagement may require subcontracting by the successful bidder. Subcontracting will require WWP approval, and the successful bidder will be required to use contract documents compliant with federal requirements outlined in 2 CFR 200.

The initial contract term will be one (1) year with up to three (3) additional annual renewal options, to be exercised at the sole discretion of WWP. Prospective bidders are responsible for reading the model contract (**Appendix I**) to ensure the contract language will not prohibit the contract execution after the bidder's proposal is written, submitted, and selected for funding. Submitting any questions about the contract shall be in accordance with the process listed in **Part II (A)**. By submitting a proposal, each bidder agrees it will be bound by the contract, which may be modified by WWP before it is signed by the recommended bidder. The contract resulting from this RFP will be a cost reimbursement contract.

#### **K. Changes to the RFP**

Changes to this RFP will be issued as a written addendum and posted on WWP's website. WWP shall not be responsible for any oral instructions given by any sub-recipient employee, consultant, or official regarding RFP specifications, instructions, or documents.

Potential bidders who request such notification in writing, will be notified by email when

documents related to this RFP are available on WWP's website. Bidders are responsible for obtaining all information posted on the website. Please email [RFP@willwp.org](mailto:RFP@willwp.org) with the name of this RFP in the subject line when requesting written notification.

#### **L. Disclaimer and General Provisions**

- This RFP does not commit WWP to award a contract.
- WWP reserves the right to accept or reject any or all proposals received.
- WWP reserves the right to waive informalities and minor irregularities in offers received.
- WWP reserves the right to request additional data or oral discussion or documentation in support of written offers.
- WWP reserves the right to request an oral presentation after receipt of a proposal.
- All solicitations are contingent on availability of funds.
- WWP may accept any item or group of items of any offer or award more or fewer dollars than the price bid.
- WWP may negotiate a modification of services with the selected bidder.
- 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.
- 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.
- 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.
- 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.
- 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 improvements and/or cost efficiencies.
- 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.
- WWP reserves the right to determine both the number and the funding levels of contracts finally awarded.

## Part II: Proposal Process

### **M. Bidder Questions and Notification**

Bidders are advised to read this RFP in its entirety. Failure to read and/or understand any portion of this RFP shall not be cause for waiver of any portion of the RFP or subsequent agreement.

All questions about this RFP must be send via email to [RFP@willwp.org](mailto:RFP@willwp.org) no later than the deadline of **February 11, 2022, by 11:00am**. Please list the name of this RFP in the subject line when submitting questions. All written questions received by the deadline will be responded to in writing and posted on WWP's website by the deadline listed on **February 18, 2022**. Questions received after the deadline will not be answered.

### **N. Proposal Submission**

Electronic submissions must be sent via email to [RFP@willwp.org](mailto:RFP@willwp.org). Oral communications for submission will be considered unofficial and non-binding. WWP must receive the proposal and all related documents marked, **"(Name of Bidder) One -Stop Operator Proposal" no later than 12:00pm (noon), March 1, 2022**. The timely delivery of proposals 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.**

### **O. Proposal Withdrawal**

A submitted request for proposal may be withdrawn at any time. A written request to withdraw the proposal must be submitted electronically to [RFP@willwp.org](mailto:RFP@willwp.org).

### **P. Qualified Bidder Review**

WWP will review each proposal to determine if the bidder is qualified. Proposals will be reviewed for documentation of minimum qualifications, completeness, and compliance with the RFP requirements. WWP reserves sole discretion to determine responsiveness and responsibility.

### **Q. Evaluation Panel**

WWP will appoint an evaluation panel to review the proposals and recommend a proposed bidder be awarded a contract resulting from this RFP. The WWP Executive Director will forward the recommendation to the WWP Board who will approve or reject the recommendation.

The evaluation panel may interview all the bidders or a short list of bidders, or the evaluation panel may evaluate the proposals solely on the materials submitted by the proposal deadline. If a short list process is used, the evaluation panel will use the evaluation criteria established in this RFP to identify the bidders most likely to be successful in the evaluation process. The short-listed bidders may then be scheduled for interviews with the evaluation panel. If interviews are conducted, the evaluation panel may consider information from the interviews that clarifies the materials submitted by the proposal deadline.

The evaluation panel will determine a consensus score for each evaluation criterion, which will then be added together to determine a total consensus score for each proposal.

## R. Method for Evaluation

Each narrative response will be scored by multiplying the Weight Value with the Evaluator’s Score (Weighted Value x Evaluator’s Score= Total). The Weighted Value of each narrative response is identified below in **Table I**. The Evaluator’s Score is identified in **Table II**. The maximum points possible for each narrative response identified in **Table III**.

The Weighted Value points (**Table IB**) represent the relative importance of each narrative response to the overall One-Stop Operator evaluation.

**Table I: Weighted Value**

Narrative List	Weight Value Points
Narrative Response 1	25
Narrative Response 2	20
Narrative Response 3	15
Narrative Response 4	15
Narrative Response 5	10
Narrative Response 6	10
Narrative Response 7	10
Narrative Response 8	10
Narrative Response 9	5
<b>Total</b>	<b>120</b>

The Evaluator’s Score rubric will be provided to the RFP evaluators who will assign a score of 0 to 4 for each evaluation criteria listed below. Proposals will be reviewed and scored based on their replies to the narrative responses using the rubric identified in **Table II**.

**Table II: Evaluator’s Score**

Evaluator Score	Scoring Rubric
<b>4</b>	<p><b>Excellent</b> – Response meets all requirements specified in the directions:</p> <ul style="list-style-type: none"> <li>• Response provides all required information in a thorough manner and uses specific examples</li> <li>• Response demonstrates that the Bidder has a complete understanding of the requirements addressed by the question</li> <li>• Response demonstrates that the Bidder possesses capacity, expertise, and/or strengths to meet or exceed expectations addressed in question.</li> </ul>
<b>3</b>	<p><b>Adequate</b>- Response meets most requirements specified in the directions</p>



	<ul style="list-style-type: none"> <li>• Response provides most required information</li> <li>• Response demonstrates that the Bidder understands the requirements addressed by the question</li> <li>• Response demonstrates that the Bidder possesses sufficient capacity, expertise, and/or strengths to meet the expectations addressed in the question.</li> </ul>
<b>2</b>	<p><b>Incomplete</b> - Response meets some requirements specified in the directions</p> <ul style="list-style-type: none"> <li>• Response provides some required information</li> <li>• Response demonstrates that Bidder has some understanding of the requirements addressed by the question</li> <li>• Response demonstrates that the Bidder possess some capacity, expertise, and/or strengths to meet expectations as addressed in the question</li> </ul>
<b>1</b>	<p><b>Inadequate</b> - Response does not address the question’s requirements</p> <ul style="list-style-type: none"> <li>• Response provides little or no required information</li> <li>• Response demonstrates that the Bidder has limited or no understanding of the requirements addressed by the question</li> <li>• Response does not demonstrate that the Bidder possesses the capacity, expertise, or strengths to meet program expectations as addressed in the question</li> </ul>
<b>0</b>	<b>No answer submitted</b>

The total points possible for each narrative response are listed below in **Table III**. The Maximum Points Possible is determined by Weighted Value x 4 (highest available Evaluator’s Score).

**Table III: Maximum Points Possible**

<b>Narrative List</b>	<b>Maximum Points Possible</b>
Narrative Response 1	100
Narrative Response 2	80
Narrative Response 3	60
Narrative Response 4	60
Narrative Response 5	40
Narrative Response 6	40
Narrative Response 7	40
Narrative Response 8	40
Narrative Response 9	20
<b>Total</b>	<b>480</b>

#### **S. Award Notification**

Provisional award results will be sent via email on or before **May 20, 2022**. Final award results will be published on WWP's website on or before **June 17, 2022**.

#### **T. Appeal Process and Procedure**

The process for appealing an award is as follows: All appeals must be submitted electronically to [RFP@willwp.org](mailto:RFP@willwp.org) by **May 27, 2022, by 5:00pm PST**. All appeals are public information. WWP may reject without consideration any appeal that is submitted after the **May 27, 2022**, deadline.

For an appeal to have merit, it must show that a substantial portion of the RFP process or a federal or state law was violated. Only appeals that cite the specific section(s) of the RFP or specific statutes that have been violated will be considered. Proposal rating scores may not be appealed. Further, the fact that a proposal was not recommended for funding is 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 of 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 receive the appeal and issue a written response that is intended as a complete and final answer to the appeal.

### **Part III: Scope of Work**

#### **A. Purpose**

As virtual and technological advancements continue to bridge people to resources and services, it is important for WorkSource centers to focus on best practices that ensure excellent delivery of services. WWP envisions a system where One-Stop partners (who are co-located and not co-located) in the Willamette workforce region can communicate and collaborate effectively to create a comprehensive approach to offering virtual and in-person workforce development and training services to job seekers.

Through lessons learned during the pandemic, WWP found that issues surrounding technology are more complex than simply whether job seeker households have broadband internet access or sufficient devices. For virtual human service delivery to be delivered widely, particularly through video calls or other internet enabled platforms, WorkSource center staff, program partners and participants, often required support and training on how to use new virtual service delivery systems from both a technological and a practical standpoint. Further, with the growth of flexible schedules and remote working, the need for creating a virtual communication platform between the WorkSource Center partners is crucial to ensure proper referrals and other informational exchanges.

As established in CFR 678.620, the role of the One-Stop Operator is to coordinate the service delivery of required one-stop partners and service providers. For this RFP, coordination will be achieved by designing and managing a Microsoft Teams platform that allows One-Stop partners to seamlessly coordinate services. This includes developing a secure platform that supports

instant communication, email chains and application integrations so that all WorkSource partners can instantly access shared resources, information, and referrals to one another while remaining compliant with confidential information and Protected Personally Identifiable Information regulations. Further, The One-Stop Operator will provide helpful information and training to WorkSource staff about virtual service delivery. This includes tips on organizing and coordinating with partners and how all WorkSource center staff can use technology to create a human-centered service delivery model.

## **B. Definitions**

WWP provides the following definitions and references as a courtesy. Each bidder is responsible for conducting all necessary research to prepare its proposal.

- American Job Centers/One-Stop Centers – A one-stop center is a federally defined facility that brings together workforce development, educational and other human service organizations in a seamless customer-focused service delivery network that enhances access to the program services and improves long-term employment outcomes for individuals receiving assistance. One-Stop Partners administer separately funded programs as a set of integrated, streamlined services to job seekers and employer customers. In Oregon, the America Job Center is branded as WorkSource.
- Human-Centered Design- Under WIOA, WorkSource should incorporate the principles of universal and human-centered design. These principles include, for example, the use of pictorial, written, verbal, and tactile modes to present information for customers with disabilities or English language learners; providing clear information for virtual job seekers; providing necessary accommodations; and aligning tools to work with assistive devices or personal assistants.
- Integrated Service Delivery (ISD) – Service integration focuses on serving all customers seamlessly (including youth and targeted populations) by providing a full range of services staffed by relevant functional teams consistent with the purpose, scope, and requirements of each program. This is accomplished through the integration of case management, coordination of program activities and services, sharing of information and participant data. Work is overseen by the Local Operations Team (LOT) and Strategic Leadership Team (SLT) groups.
- Local Operations Team (LOT)- Leadership team comprised of local WorkSource center managers who oversee front-line center staff within a specific WorkSource center.
- Memorandum of Understanding (MOU) – For this RFP, an MOU is an agreement negotiated and executed between WorkSource Willamette One-Stop Partners and/or WWP to the operation of the one-stop delivery system in the local area.

- MyWorkSource- MyWorkSource is a customer facing website that allows job seekers to access basic career services and provide opportunities to connect with a WorkSource staff.
- Strategic Leadership Team (SLT)- Leadership team comprised of regional managers who oversee WorkSource center operations and staff for multiple WorkSource centers.
- WorkSource Oregon– WorkSource Oregon is the statewide brand for all publicly-funded workforce programs under the authority of the U.S. Department of Labor (DOL). Each local workforce development area adds their individual designation for their local WorkSource centers.
- WorkSource Willamette – The local branding for all comprehensive, affiliate and specialized WorkSource centers within the WWP workforce development area. This includes WorkSource centers located in Albany, Dallas, Lebanon, McMinnville, Salem, and Woodburn.
- WorkSource Oregon Operational Standards– A guide for all WorkSource centers in how to standardized operations and is posted on the State’s WIOA website found [here](#).
- WorkSource Staff- The WorkSource staff consist of employees of the workforce system, with job titles such as employment specialists, career coaches, trainers, business employment services, admission counselors, program coordinators and managers, etc. These individuals spend most of their time interacting with job seekers and business customers to deliver workforce services.
- WorkSource System Online Tools- WorkSource has various tools for use in the local workforce region. All WorkSource staff, partners, and WWP sub-recipients will have on-going access to these tools. Changes to these tools may occur and, if a tool is no longer available, WWP will make every attempt to notify sub-recipients as far in advance as possible.
  - *Assess*: An online assessment platform that can test job seekers technical skills in various subjects. It is maintained by WWP.
  - *Coursera*: An online platform that hosts massive online courses to which a WorkSource job seeker can enroll into for short-term skills training. It is maintained by WWP.
  - *eBridge*: An electronic cloud-based filing system used for WWP sub-recipients. It is maintained by WWP.
  - *Google My Business*: A tool that WorkSource Willamette uses to manage online presence across Google.

- *I-Trac*: An Information Management System used by WWP sub-recipients. It is maintained by WorkSystems Inc.
- *iMatchSkills*: A skill and job matching system used within the WorkSource centers. It is maintained by Oregon Employment Department.
- *Job Scan*: An online application that job seekers can use to compare their resume against job postings.
- *Microsoft Teams*: Microsoft Teams platform that many WorkSource staff use internally for email, calendar invites, virtual meetings, and events.
- *National Career Readiness Certificate (NCRC)*: An online skill assessment of math, reading, and locating information. Some businesses in the region use this tool as part of the hiring process.
- *Qualityinfo.org*: A labor market information website commonly used by WorkSource staff and job seekers.
- *Schedule One*: A scheduling tool where job seekers can reserve appointments with WorkSource center staff. It is maintained by Oregon Employment Department.
- *Smartsheet*: A referral and task management tool used between WorkSource staff. Some departments may use Google Sheets instead.
- *Social Media*: Willamette WorkSource has current social media channels for Facebook and LinkedIn.
- *WOMIS*: An online registration system for all participants who receive services in the WorkSource centers. It serves as the initial registration system and determines eligibility for various workforce programs. It is maintained by OED.
- *Zoom*: A video platform used for virtual meetings, webinars, and online events.
  
- Program Year – July 1-June 30
  
- One-Stop Partners – An entity that: 1) provides, via an MOU with WWP, access to its programs or activities through the one-stop delivery system and funding for applicable career services and the one-stop centers; and 2) works

collaboratively with the state and local workforce boards to establish and maintain the one-stop delivery system. WorkSource Willamette core One-Stop Partner Programs include:

- Oregon Employment Department- Representing Wagner-Peyser Act, as amended under Title III of WIOA. Additionally, provides Veterans' Services and Migrant and Seasonal Farm Worker Liaison services in all six centers. 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.
- Oregon Department of Human Services, Office of Self-Sufficiency and Vocational Rehabilitation 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.

### **C. Overview of Services to be Performed**

The primary goal of this proposal is to identify an entity who can assist WWP with four major objectives within a four-year period. Performance for each objective will occur through the three distinct phases outlined below. **(Table IV)**. Applicants should use these phases in their proposals and should include proposed timelines for each phase of each objective depending

on the nature of the work. For example, Objective 1 will need a planning phase, implementation and evaluation phase and a managing and dissemination phase.

**Table IV. Project Phase Timeline**

Phase 1	Planning Phase
Phase 2	Implementation and Evaluation Phase
Phase 3	Managing and Dissemination Phase

The following is a breakdown of each objective and its associated tasks.

**Objective 1:** A technology skills audit and needs assessment that addresses the knowledge and usage gaps for WorkSource staff and job seekers. The technology skills audit and needs assessment will address the following:

- Any skill gap for using technology in specific roles;
- Any skill gap for using technology within teams or centers;
- Any skill gap for using technology to build relationships with remote job seekers;
- The identification of future technological skill requirements;
- The identification of which technological tools impede productivity or implementation of human center design.

**Objective 2:** Identify and gather current WorkSource system tools and migrate the applications into a Microsoft Teams channel(s). This includes finding ways to enhance the user experience for the WorkSource center staff through:

- The collection and migration of currently purchased technology will do the following: Design Teams channels and/or sub-channels that can interact through hyperlinks or API with currently used applications. Teams’ channels may be center or team specific;
- Designing a Microsoft Team organization chart/staff directory that incorporates WorkSource staff contact information;
- Assisting with WWP in reviewing the feasibility of introducing Microsoft Viva and LMS365 to the WorkSource centers.

**Objective 3:** Manage all technological tools and applications to ensure services are up to date and relevant to meet the needs of job seekers and WorkSource staff. The management of technological tools and application systems will do the following:

- Manage postings, center information, ads, reviews, chat and FAQ section of each WorkSource center’s Google My Business page;
- Manage Microsoft Teams channel(s) and add additional features and/or correct any broken links or pages;
- Manage the Microsoft Teams organization chart/staff directory;
- Assist WWP staff in acting as administrator for MyWorkSource which includes adding and removing promotional materials from the website.

**Objective 4:** Create, coordinate, and implement training for all WorkSource center staff in best practices with using technology to ensure excellent delivery of services within a virtual service delivery environment. Please note that since WorkSource staff often work with customers and

have time constraints, training will need to be offered in small, manageable sessions. There is approximately 50 to 60 staff. Additionally, training solutions will need to be delivered using in-person and on-demand. WWP does not currently have a Learning Management System (LMS).

Training for WorkSource center staff will address how technology can assist in executing core competencies identified in **Table V**.

**Table V: Core Competencies**

<b>Core Competency</b>	<b>Description</b>
<i>Using to tools</i>	The ability to use different tools to assist the job seeker with their needs.
<i>Individual and Community Assessments</i>	The ability to collect, synthesis, and use of information to help understand the needs, strengths, and resources of the individuals and communities served. The information collected is used to strengthen, plan, and implement programs and individual’s employment plans.
<i>Effective Communication</i>	The ability to communicate by listening effectively and purposefully in ways that help build trust and rapport with job seekers, employers, and other communication members.
<i>Outreach Methods and Strategies</i>	The ability to contact, engage with, and help people to learn about and use resources to improve their employment and educational outcomes.
<i>Cultural Responsiveness</i>	The ability to educate and support other team members on working with job seekers from diverse cultures and help job seekers interact effectively with professionals of other environments. This combination can promote effective communication and improve services through reducing disparities.
<i>Education to Promote Change</i>	The ability to provide job seekers with information, tools and encouragement to help them improve their educational and employment outcomes. It includes working closely with job seekers to identify the barriers that affect their current situation.
<i>System Navigation and Coordination</i>	The ability to help a job seeker understand and use the services available to them. This includes assisting job seekers in completing forms to access external social services.
<i>Job Seeker Capacity Building</i>	The ability to help job seekers develop the confidence and ability to assume increasing control over decisions and resources regarding their employment and career path.
<i>Documentation and Data Collection</i>	The ability to document and capture work activities, including goals, services, and payments, using the electronic record systems. The data and information obtained can be used to understand the job seeker’s needs and formulate interventions that improve their employment and educational outcomes.
<i>Adaptability</i>	The ability to change behavioral style or method of approach, when necessary, to achieve a goal. It appropriately adjusting to the needs of the situation.

<i>Teamwork</i>	The ability and desire to work cooperatively with others on a team to achieve a common aim.
<i>Business Needs Responsiveness</i>	The ability to educate and support other team members on helping job seekers interact effectively with professionals of other environments. This combination can promote effective communication and improve services through reducing the mismatch between employer needs and job seeker skills.

**D. One-Stop Operator Staffing**

The successful bidder will provide adequate staff of sufficient qualifications and experience to effectively perform the services in this Scope of Work. Preferred characteristics include staff who:

- Make customer satisfaction and service a priority and interact with system partners in a positive manner;
- Can quickly adapt to changes in service delivery;
- Build rapport and maintain effective relationships with partners through consistent and clear communication.

**E. Meeting Attendance**

Unless otherwise noted, the successful bidder will ensure they attend all monthly leadership meetings as needed. This includes the Strategic Leadership Team and individual WorkSource center Local Operations Team meetings.

**F. Accessibility, Equal Opportunity, and Non-Discrimination**

WWP is committed to equal access to services for all customers. The successful bidder will ensure equal opportunity to all individuals. No individual shall be excluded from participation in, denied the benefit of, or subject to discrimination under, any WIOA funded program or activity because of race, color, religion, sex, national origin, age, disability, English proficiency, sexual orientation, political affiliation or belief. The successful bidder will demonstrate full compliance with the Americans with Disabilities Act Amendments Act of 2008 (ADAAA) and all other equal opportunity laws. This involves ensuring its staff receive accessibility training and may involve developing accessibility plans. The successful bidder will ensure all written material and communications include the statement: " Willamette Workforce Partnership/ "SUB-RECIPIENT NAME" is an equal opportunity program/employer. Language assistance is available to individuals with limited English proficiency free of cost. Auxiliary aids or services are available upon request to individuals with disabilities. Oregon Relay 1-800-735-2900. Willamette Workforce Partnership/ "SUB-RECIPIENT NAME" es un programa/empleador que respeta la igualdad de oportunidades. Hay asistencia de idiomas para personas con conocimiento limitado del inglés sin costo y servicios auxiliares disponibles a pedido para discapacidades. Oregon Relay 1-800-735-2900.

**G. Administrative Requirements**

The successful bidder will also adhere to the following requirements:

- General
  - Comply with the [Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards](#)



- Comply with WIOA's funding requirements and for any disallowed costs or illegal expenditures will resolve in accordance with [Uniform Guidelines 2 CFR 200](#)
- Comply with, and respond to within defined response times, program and fiscal monitoring activities conducted annually by WWP
- Invoicing
  - Invoice in accordance with the payment information provided by WWP
  - Maintain a payroll ledger and submit payroll documentation as requested by WWP
  - Use an accrual method of accounting
- DOL Training and Employment Guidance Letter WIOA No. 15-16, dated January 17, 2017
  - Disclose to WWP any potential conflicts of interest arising from any relationships with training service providers or other service providers, including but not limited to career services providers
  - Refrain from establishing practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services
  - Comply with federal regulations and procurement policies relating to the calculation and use of profits

## II. Request for Proposal Submission

### A. Narrative Response Instructions

Proposal submissions must be no more than **10 pages**, single-spaced, font size 12, and one-inch margins on all sides. Page limitations only apply to the narrative responses of the RFP. The proposal must include a narrative response by addressing 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 directly below. 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 the narrative. Partner letters of support, key personnel resumes, and other attachments are not included in the 10-page limit.

### B. Narrative Response

1. Please describe your organization's technology philosophy. Explain your organization's approach to using technology for coordination of service delivery, including transitions between partner organizations/companies, approach to using technology to reduce costs associated with redundancy in services and approach to using technology to improve customer's experience and ability to take control of their own experience with the services. **This question has a maximum of 100 points.**
2. Please explain your organization's readiness and current capacity to implement the work identified in **Section III (C): Overview of Services to be Performed**. Please describe your staffing plan including the number, titles and status (full or part-time) of staff who will work under this award. **This question has a maximum of 80 points.**



3. Describe any activities your organization has undertaken specific to performing technology skill audits, designing and developing channels and integrations with Microsoft Teams and/or Google My Business and training around using technology for daily operations. **This question has a maximum of 60 points.**
4. Please provide a description of the proposed training methods you will use to execute training to WorkSource staff. Include a description of how you would deliver the training, how you would manage learner engagement, how the training would build upon the core competencies listed in **Section III (C): Overview of Services to be Performed** and how you would make the training accessible for future learners. **This question has a maximum of 60 points.**
5. Using the phase-based timeline described in **Section III (C): Overview of Services to be Performed**, please describe the goals of each phase for Objective I: A technology skills audit and needs assessment that addresses the knowledge and usage gaps for WorkSource staff and job seekers. For example, describe the goal(s) that you would use to measure success for the planning phase of Objective I. Identify anticipated challenges you may face during the implementation of your project and potential solutions to mitigate these challenges. **This question has a maximum of 40 points.**
6. Using the phase-based timeline described in **Section III (C): Overview of Services to be Performed**, please describe the goals of each phase for Objective II: Identify and gather current WorkSource system tools and migrate the applications into a Microsoft Teams channel(s). For example, describe the goal(s) that you would use to measure success for the planning phase of Objective II. Identify anticipated challenges you may face during the implementation of your project and potential solutions to mitigate these challenges. **This question has a maximum of 40 points.**
7. Using the phase-based timeline described in **Section III (C): Overview of Services to be Performed**, please describe the goals of each phase for Objective III: Manage all technological tools and applications to ensure services are up to date and relevant to meet the needs of job seekers and WorkSource staff. For example, describe the goal(s) that you would use to measure success for the planning phase of Objective III. Identify anticipated challenges you may face during the implementation of your project and potential solutions to mitigate these challenges. **This question has a maximum of 40 points.**
8. Using the phase-based timeline described in **Section III (C): Overview of Services to be Performed**, please describe the goals of each phase for Objective IV: Create, coordinate, and implement training for all WorkSource center staff in best practices with using technology to ensure excellent delivery of services within a virtual service delivery environment. For example, describe the goal(s) that you would use to measure success for the planning phase of Objective IV. Identify anticipated challenges you may face during the implementation of your project and potential solutions to mitigate these challenges. **This question has a maximum of 40 points**
9. If you have a current role within the local workforce system (e.g., receive funding from WWP to deliver other workforce services or are a WIOA-defined partner

agency or program), describe the firewalls you would implement, including a discussion as to how you will prevent conflicts of interest and create a separation of duties in conducting the One-Stop Operator role. If you do not have a current role within the local workforce system, please answer “N/A” or “Not applicable.”

**This question has a maximum of 20 points.**

**C. Budget**

No budget workbook submission is required with this RFP response. However, a detailed budget narrative will be required by the winning bidder at the time of contract negotiation. The following will apply to the development of budget narratives with successful bidders:

- All proposed project costs must be necessary and reasonable and in accordance with federal guidelines. Determinations of allowable costs will be made in accordance with the application Federal cost principles. Disallowed costs are those charges that are determined as unallowable in accordance with the application Federal cost principles or other conditions required by the funding source.
- Equipment or capital expenditures may not be purchased with funds for this project.
- To claim any administrative costs that are also indirect costs, the bidder must have an approved Federal indirect cost rate or must obtain an Indirect Cost Rate Agreement from its Federal Cognizant Agency within 90 days of receiving a cost reimbursement contract award or must apply the Federal de minimums of 10% of Total Modified Direct Costs.

**D. Qualifications & Experience Statement**

Each bidder must provide sufficient documentation, including resumes and any licenses or certifications, for the assigned staff to demonstrate these individuals are qualified to perform the services described in **Section III Scope of Work**. If hiring new staff to provide these services, the bidder must include the minimum qualifications and experience levels that will be required for each staff position.

**E. Proposal Documents**

Submissions must contain the items identified below for consideration. Partial submissions will not be considered eligible for an award.

- Title Page for entire proposal packet of material located in **Appendix II**.
- Administrative Capacity Checklist located in **Appendix II**.
- Administrative Capacity Documents, each clearly identified.
- Narrative response that is no longer than 10 pages.
- Resume of key staff and/or list of minimum qualifications for key staff assigned to perform work under this RFP.
- Current job description(s) and resume(s) for staff in financial management of oversight position(s) with responsibility for performing key grant accounting and financial reporting functions.

## **APPENDIX 1**

### **Model Contract**



**WILLAMETTE  
WORKFORCE**  
PARTNERSHIP

**Contract #Model**

**CONTRACT AGREEMENT FOR  
WORKFORCE DEVELOPMENT SERVICES**

The parties to this Agreement are Willamette Workforce Partnership, hereinafter referred to as "WWP" or "GRANTOR," and "RFP awardee" 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."

<b>Name and Address of Parties</b>													
<b>GRANTOR:</b> Willamette Workforce Partnership 626 High Street NE, Suite 305 Salem, OR 97301  Federal Tax ID: 26-0172758 D-U-N-S: 008283315	<b>CONTRACTOR:</b>     Federal Tax ID:												
<b>Contact Information</b>													
<b>For GRANTOR:</b> Program Contact: Ami Maceira Phone: (503) 581-1002 E-mail: amaceira@willwp.org Fiscal Contact: Gary Mueller E-mail: gmueller@willwp.org	<b>For CONTRACTOR:</b> Program Contact: Phone: E-mail Fiscal Contact: E-mail:												
<b>Purpose:</b> CONTRACTOR will provide workforce development services to eligible participants as described in the Statement of Work.													
<b>Maximum Amount Payable</b> \$200,000.00	<b>Contract Period</b> July 1, 2022 – June 30, 2023												
<b>Attachments:</b> This contract consists of this signature page and the following Exhibits, which constitute the entire understanding of the parties. <table style="margin-left: 100px; width: 60%;"> <tr> <td>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												
<b>Funding Source Information</b>													
<b>Fund: WIOA Adult Program</b> Awarding Agency: US Department of Labor Funding Source: Workforce Innovation and Opportunity Act Title 1B – Adult Program CFDA Number: 17.258 Pass-through Entity: Oregon Higher Education Coordinating Commission													
<b>Fund: WIOA Dislocated Workers Program</b> Awarding Agency: US Department of Labor Funding Source: Workforce Innovation and Opportunity Act Title 1B – Dislocated Workers CFDA Number: 17.278 Pass-through Entity: Oregon Higher Education Coordinating Commission													
<b>Fund: WIOA Youth Program</b> Awarding Agency: US Department of Labor Funding Source: Workforce Innovation and Opportunity Act Title 1B – Youth Program CFDA Number: 17.259 Pass-through Entity: Oregon Higher Education Coordinating Commission													



**WILLAMETTE  
WORKFORCE**  
PARTNERSHIP

**Contract #Model**

**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.

Other Requirements (As Applicable):

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

The undersigned execute this Agreement on behalf of the CONTRACTOR and WWP and, by doing so, legally obligate and bind the CONTRACTOR and WWP to the terms and the conditions of this Agreement.

Authorized Signature AWARDEE	Authorized Signature WILLAMETTE WORKFORCE PARTNERSHIP
<hr/> Signature/Date	<hr/> Signature/Date  Kim Parker-Llerenas, Executive Director



## 1. Notices

All contract-related notices and payments shall be in writing and shall either be personally delivered, e-mailed as an attachment, 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. Program Income, Interest, Rebates and Credits

CONTRACTOR agrees to advise WWP, in writing, of any forthcoming Program Income generated by funds under this Contract other than interest, rebates and credits. Monthly Program Income will be reported with the Report of Expenditures. Interest earned shall be accounted for in accordance with 2 CFR Part 200.300-309. Rebates and credits will be accounted for as credits against the expense which generated them, for inclusion in the monthly Report of Expenditures.

### 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](mailto: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.

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 on-site or virtual 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 or virtual 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 and follow WWP's procedures for hearing and resolving grievances and complaints arising out of this Agreement. Grievances occurring during training and employment at other organizations must also follow WWP's procedures for resolution.

CONTRACTOR shall abide by Final Determinations issued under WWP, State or Federal grievance

processes. Participants receiving services must read and sign a copy of WWP'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 issue a Corrective Action Plan. If CONTRACTOR fails to take directed corrective action, WWP may terminate or suspend the Contract (Section 28.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.

of Oregon. CONTRACTOR, by execution of this Contract, hereby consents to the in personam jurisdiction of said courts.

#### **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

#### **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](mailto: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 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 personnel or operating 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.

**I. Work Experience and Training Expenditures**

CONTRACTORS providing WIOA Youth programs are expected to meet or exceed the WIOA (Sec.129(c)(4)) requirement that 20% of funding is spent on work experience. CONTRACTORS providing WIOA Adult and Dislocated Worker services are expected to meet or exceed the Oregon Workforce and Talent Development Board's Minimum Training Expenditures policy that requires 25% of funding is spent on training services. Should CONTRACTOR fail to meet the minimum expenditure requirements for work experience or training services, WWP may limit reimbursement on other budget line items to achieve the minimum requirements.

**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 4 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.
- 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](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. Background Checks**

CONTRACTOR shall assure that background checks are conducted for any staff (including subcontractor staff) working with program participants. Background checks must be conducted, and the staff member must receive clearance, prior to working with program participants.

CONTRACTOR will further assure that any employee working with clients referred by the Oregon Department of Human Services (DHS) has not been convicted of any of the following crimes: child or elder abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee scheduled to work with DHS clients. Contractor shall establish verification by:

- a. Having the applicant as a condition of employment, apply for and receive a criminal history check from a local Oregon State Police (OSP) office, which will be shared with contractor, or
- b. CONTRACTOR as an employer will contact the local OSP for an "Oregon Only" criminal history check on the applicant/employee. CONTRACTOR will need to give to OSP the applicant's name, birth date and social security number.



CONTRACTOR shall determine after receiving the criminal history check, whether the employee has listed convictions, and whether these convictions pose a risk to working safely with DHS clients. If CONTRACTOR notes a conviction for any of the above listed crimes on the applicant/employee's record, and CONTRACTOR chooses to hire the employee/applicant, CONTRACTOR shall confirm in writing the reasons for hiring the individual.

These reasons shall address how the applicant/employee is presently suitable or able to work with referred DHS clients in a safe and trustworthy manner. CONTRACTOR will place this information, along with the applicant/employee's criminal history check in the employee's personnel file.

The criminal history check procedures listed above also apply to CONTRACTOR. CONTRACTOR shall establish a personal personnel file and place CONTRACTORS criminal history check in named file for the possibility of future DHS review.

#### **24. 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).

#### **25. 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>.

#### **26. 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.

#### **27. 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.

#### **28. 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.

#### **29. 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))

#### **30. 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.



## **OVERVIEW**

CONTRACTOR will provide all program components and services outlined within this Scope of Work, in a manner consistent with State and Federal law and Mid-Valley Workforce Board strategic plan and policies.

### **1. Roles and Responsibilities**

The CONTRACTOR has the following roles and responsibilities within the Mid-Valley Workforce Area:

- A. This section is purposefully left blank.

### **2. System Branding and Communications**

CONTRACTOR will act as an agent of the WorkSource Willamette delivery system. CONTRACTOR will ensure that all communications, promotional material and curricula developed in whole or in part using WWP's administered funds will comply with WWP branding guidelines (and the WorkSource Oregon Style Guide, when applicable) using the standard design and format, logos, EEO, and funder acknowledgement language. CONTRACTOR will ensure that staff understand the branding guidelines and that a process for reviewing material for branding requirements are in place.

CONTRACTOR will ensure that all program materials and any internal or external communications about this program will acknowledge the US Department of Labor, WorkSource Willamette, and WWP, as applicable.

### **3. Reporting, Monitoring, and Budget Management**

CONTRACTOR will report on progress and budget expenditures using the format prescribed by WWP.

Expenditures shall be managed so that services are available throughout the intended service delivery period. The intended availability of services are across the contract period unless otherwise indicated in writing by WWP. Expenditures-to-date are to be monitored monthly to ensure that the budget-to-actual amounts demonstrate expenditure rates that are consistent with the percentage of the program year that has transpired. Attention should be paid to all participant cost categories to ensure that adequate investments in job seekers are being made throughout the program year.

CONTRACTOR will support all program compliance monitoring activities, including but not limited to WWP annual compliance review and Federal monitoring activities.



The total Contract budget is \$200,000 to carry out the Statement of Work. Invoices for reimbursement will allocate across current programs and be 90% program funding and 10% admin funding.



## **PROGRAM DELIVERABLES**

<b>Deliverable Description</b>
<ul style="list-style-type: none"><li>• This section is purposefully left blank</li></ul>
<ul style="list-style-type: none"><li>•</li></ul>
<ul style="list-style-type: none"><li>•</li></ul>



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.



## **APPENDIX 2**

### **FORMS**

- Cover Sheet for One-Stop Operator Proposal Submission
- Administrative Capacity Checklist



## Cover Sheet for One-Stop Operator Proposal Submission

**Bidder Organization Name:** \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

EIN: \_\_\_\_\_

DUNS: \_\_\_\_\_

Check the box that most appropriately describes your organization:

- Unit of Government (local or county governments)
- Institute of Higher Education
- Nontraditional Public Secondary School
- Non-Profit Organization
- For Profit Organization
- Consortium of Entities
- Other (please describe) \_\_\_\_\_

Check the box for items included with your submission:

- Administrative Capacity Checklist
- Documentation listed under the Administrative Capacity Checklist (clearly labelled)
- Narrative Responses (10 pages or less)
- Resumes of Key Staff and/or list of minimum qualifications for Key Staff assigned to perform work under this RFP.
- Current job description(s) and resume(s) for staff in financial management of 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 the business, contract information, current job description(s) and resume(s) as indicated above.

**CERTIFICATION:** I certify that the information contained in this proposal, fairly represents this entity and its ability to conduct the proposed WIOA Youth Services described herein. I acknowledge that I have read and understand the requirements of the RFP and that this entity is prepared to implement the proposed activities as described herein. I further certify that I am authorized to sign this proposal and any contractual agreement originating there from on behalf of the entity submitting the proposal.

\_\_\_\_\_  
Signature of Authorized Individual

\_\_\_\_\_  
Date



## Administrative Capacity Checklist

**Bidder Organization Name:** \_\_\_\_\_

Instruction: 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.
- Copy of documentation proving legal entity (for example, certificate of incorporation, 501(c)(3) letter, etc.,
- Resume of Chief Executive Office of bidder's organization
- Copy of organization chart.
- A description of how the organization currently performs prospective employee background checks, or how it will ensure that background checks are performed.
- The organizations insurance certificate providing evidence of the coverage for:
  - a. General Liability
  - b. Professional Liability
  - c. Worker's Compensation
  - d. Motor Vehicle
  - e. Property and Equipment
  - f. Employee Dishonesty