



WILLAMETTE WORKFORCE

PARTNERSHIP

Oregon's Willamette Workforce Region Community Career Coaching and Navigation Services Request for Proposal

Willamette Workforce Partnership is seeking qualified and experienced organizations to deliver high-quality career coaching and WorkSource navigation services in Linn, Marion, Polk, and Yamhill counties, with work to begin on July 1, 2024, 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 are subject to change.

RFP SCHEDULE (local Pacific Standard Time)	DATE
RFP Release Date	January 5, 2024
Submittal of Written Questions Deadline (11:00 am)	February 9, 2024
Responses to Written Questions (posted on WWP's website)	February 16, 2024
Proposal Deadline (12:00 pm)	March 1, 2024
Evaluation and Bidder Interviews, if applicable	March 29, 2024
Award Notice	May 17, 2024
Award Notice on WWP's website	June 7, 2024
Performance Start date	July 1, 2024

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
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 is in compliance with WIOA Section 107 and 20 CFR 679 through 681. More information about WWP and board policies is on our website under the [About Us](#) section.

WWP is soliciting proposals to provide Community Career Coaching and WorkSource Navigation services on behalf of the WorkSource centers in the service area of Linn, Marion, Polk, and Yamhill counties, herein referred to as the Willamette workforce region. Approximately \$1 million will be available annually to perform these services, which begin on July 1, 2024.

Through this request for proposal (RFP), WWP will select one or more sub-recipients to deliver Community Career Coaching and WorkSource Navigation Services in the Willamette workforce region. Work will begin July 1, 2024, and continue through June 30, 2025, with the potential for contract renewal annually until June 30, 2026, based on funding availability and/or sub-recipient performance.

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

B. Future Ready Oregon

Future Ready Oregon, established by [Senate Bill 1545](#) in 2022, represents a pivotal investment aimed at creating a more equitable and racially just workforce system in Oregon. This initiative is a proactive response to the evolving workforce landscape, focusing on advancing a diverse workforce, informing an equitable system, and investing in innovative workforce and talent development. It targets key populations such as communities of color, women, low-income groups, and veterans, with a special focus on sectors like healthcare, manufacturing, and technology. Central to this initiative are the Workforce Benefits Navigators and Prosperity 10,000 programs, funded by the [American Rescue Plan Act \(ARPA\)](#), which introduce navigators to WorkSource centers in order to assist priority populations in accessing workforce education and training resources. The goal of this Request for Proposal (RFP) aligns directly with Future Ready Oregon's vision, seeking to engage Community Career Coaches using the Workforce Benefits Navigator and Prosperity 10,000 funds. These coaches will play a critical role in bridging the gap between job seekers and the workforce, particularly in underserved communities, enhancing the reach and impact of the Future Ready Oregon initiative.

C. Funding Available Under Future Ready Oregon

The amount of \$1 million is an annual estimate of funds available for community career coaching and navigation services. The estimates provided in this RFP are made available to aid in proposal preparation for bidders. WWP is continually seeking other funding sources, including federal competitive grants, and may align and integrate these additional funding sources with the contracts awarded under this RFP. Therefore, successful applicants must be prepared to align and integrate these awards to the benefit of businesses and participants in the Willamette workforce region.

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 services, the Oregon Employment Department, and other partner services for thousands of area residents who receive services each year. The goal of the WorkSource Willamette centers is for job seekers to 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

Community Career Coaching and Navigation provided by sub-recipients awarded through this RFP play a crucial yet non-residential role in relation to WorkSource centers, acting as conduits for job seekers. They will engage in outreach to raise awareness about the center's services, especially for those unaware or unable to access them directly. Sub-recipients will also guide job seekers through WorkSource Willamette's various programs and services, ensuring effective access and utilization. Their role in information dissemination extends the reach of WorkSource centers, enhancing service accessibility and strengthening the workforce development ecosystem in the Willamette region.

E. Qualified Bidder Requirements

WWP cannot enter 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 in contract negotiations with an organization with 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 qualified. 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 who 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**.

F. 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.

G. 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 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.

H. 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 no financial obligation to any bidder arising from this RFP.



I. 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 sub-award from a pass-through entity to carry out all or part of a federal program but does not include an individual who is a beneficiary of such program. A sub-recipient 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 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 one (1) additional annual renewal option 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.

J. 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 with the name of this RFP in the subject line when requesting written notification.

K. 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, 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 RFP are advised that most documents in the possession of WWP are considered public records 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 RFP. 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

A. 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 sent via email to RFP@willwp.org no later than the deadline of **February 9, 2024, by 11:00 am**. 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 16, 2024**. Questions received after the deadline will not be answered.

B. Proposal Submission

Electronic submissions must be sent via email to 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) Community Career Coaching and Navigation Services Proposal"** no later than **12:00 pm (noon), March 1, 2024**. The timely delivery of proposals is entirely the responsibility of the bidder. Proposals received after the due date and time will be considered nonresponsive. **There will be no exceptions.**

C. Proposal Withdrawal

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

D. 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.

E. Evaluation Panel

WWP will appoint an evaluation panel to review the proposals and recommend that a bidder be awarded the 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 shortlist 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.



F. 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 are identified in **Table III**.

The Weighted Value points (**Table I**) represent the relative importance of each narrative response to the overall RFP evaluation.

Table I: Weighted Value

Narrative List	Weight Value Points
Narrative Response 1	20
Narrative Response 2	20
Narrative Response 3	15
Narrative Response 4	10
Narrative Response 5	15
Narrative Response 6	10
Narrative Response 7	5
Narrative Response 8	5
Total	100

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

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

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

Table III: Maximum Points Possible

Narrative List	Maximum Points Possible
Narrative Response 1	80
Narrative Response 2	80
Narrative Response 3	60
Narrative Response 4	40
Narrative Response 5	60
Narrative Response 6	40
Narrative Response 7	20
Narrative Response 8	20
Total	400

G. Award Notification

Provisional award results will be sent via email on or before **May 17, 2024**. Final award results will be published on WWP's website on or before **June 7, 2024**.

H. Appeal Process and Procedures

The process for appealing an award is as follows: All appeals must be submitted electronically to RFP@willwp.org by **May 28, 2024, by 5:00 pm PST**. All appeals are public information. WWP may reject without consideration any appeal submitted after the **May 28, 2024**, 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

WWP is focused on making substantive investments in programs and partnerships that are instrumental in creating a skilled workforce. Our approach is comprehensive, catering not only to the development of job seekers but also to the prosperity of our employer community. By actively engaging with employers to identify critical skill gaps, assisting them in crafting strategies for workforce diversity, and tackling immediate workforce challenges, we foster an environment conducive to shared learning and collective problem-solving.

The primary goal of this RFP is to identify an entity, or entities, that will be responsible for delivering Community Career Coaching and WorkSource Navigation Services in alignment with the vision of WWP for creating a Work Ready community. The Community Career Coaching and Navigation initiative aims to harness the potential of community-based organizations, including community colleges and the public sector, to bridge economic, cultural, and geographic divides. It is designed to address disparities in accessing employment services and provide high-quality, comprehensive job-seeker services tailored to the unique dynamics of each community.

The core element of this initiative is the Community Career Coaches (CCCs), who will act as ambassadors of the WorkSource centers and facilitate connections between job seekers, employers, and educational institutions. CCCs will play a pivotal role in disseminating employment information, facilitating direct interactions between job seekers and potential employers, and providing an all-encompassing support structure for job seekers. This initiative aims to reach out to communities, especially those traditionally underserved, by bringing WorkSource services to them rather than expecting members of those communities to come to the WorkSource centers.

Through this RFP, WWP seeks bidders who can effectively implement this program, aligning with our vision of a community-driven response to workforce development. The successful implementation of this project will enhance the accessibility and effectiveness of workforce development services in the Willamette region, ensuring alignment with the dynamic needs of job seekers and the evolving employment landscape.

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 administers separately funded programs as a set of integrated, streamlined services to job seekers and employer customers. In Oregon, the American Job Center is branded as WorkSource.
- Future Ready Oregon: Prosperity 10,000 Priority Populations- Priority populations include communities of color, women, low-income communities, rural and frontier communities, veterans, persons with disabilities, incarcerated and formerly incarcerated individuals, members of

Oregon's tribes, older adults, and individuals who identify as members of the LGBTQ+ community.

- 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.
- Individual Training Accounts (ITA)- Financial assistance for training services that provide participants with the sustainable skills necessary for competitive employment. ITA funds are available to purchase training services from eligible training providers for Adults and Dislocated Workers. Eligible training programs are established through the Eligible Training Provider List (ETPL), which is managed through the Higher Education and Coordinating Commission (HECC).
- Integrated Service Delivery (ISD) – Focuses on serving all customers seamlessly 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, and sharing of information and participant data.
- Local Operations Team (LOT)- Leadership team comprised of local WorkSource center managers who oversee front-line center staff within a specific WorkSource center.
- MyWorkSource- A customer-facing website that allows job seekers to access basic career services and provides opportunities to connect with a WorkSource staff.
- On-the-Job Training-On-the-Job training (OJT) is a hire-first job training program where participants are trained by an employer for a specific job and start the training as an employee of the company with the expectation that the trainee will remain employed once training is complete. Employers are reimbursed for up to half of the training wage upon completion of the training.
- One-Stop Operator- A WWP contracted entity responsible for streamlining processes, identifying automation opportunities via Teams apps and bots, and seamlessly integrating technology to drive continuous improvement.
- 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's core One-Stop Partner Programs include:

- Oregon Employment Department- Representing Wagner-Peyser Act, as amended under Title III of WIOA. Additionally, the agency 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.
- Easterseals Oregon, representing the Senior Community Service Employment Program (SCEP) under Title V of the Older Americans Act and Homeless Veteran's Reintegration Program.
- 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.
- Program Year – July 1 through June 30.
- Targeted Sectors -The targeted sectors of the Mid-Willamette Valley include Manufacturing, Healthcare, Construction, Transportation, Warehousing and

Distribution.

- Transitional Jobs- A work-based training program designed to help individuals who face significant barriers to employment. These jobs are typically time-limited and combine real work, skill development, and supportive services to help participants overcome obstacles to employment.
- Work Experience- A structured, real-world job experience designed to prepare post-secondary students for the workforce. WWP requires that the participant must be in a college-required practicum that offers supervised, hands-on work experience integrated with academic learning.
- Work Ready- A collaborative effort between WorkSource Oregon staff, partners, and workforce boards to identify and promote qualified job seekers to employers. This program connects participants with valuable resources, helps them build a strong job seeker profile, and ultimately leads to employment with local businesses.
- 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 its individual designation for its 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 on how to standardize operations is posted on the State’s WIOA website found [here](#). This can be used as a reference to the bare minimum services offered within the WorkSource centers.
- WorkSource Staff- The WorkSource staff consists of employees of the workforce system, with job titles such as employment specialists, career coaches, trainers, business employment services, admission counselors, program coordinators, 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 ongoing 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.
 - *Coursera:* An online platform that hosts massive online courses to which a WorkSource job seeker can enroll 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 its 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 the Oregon Employment Department.
- *Job Scan*: An online application that job seekers can use to compare their resume against job postings.
- *Hexis Learning Platform*: A learning platform that delivers online training modules and resources for new and experienced WorkSource staff to learn job-specific tools and advance their professional development. It is maintained by our One-Stop Operator.
- *Microsoft Teams*: Microsoft Teams platform that many WorkSource staff use internally for email, calendar invites, virtual meetings, and events.
- *Monday.com*: A task management tool used between WorkSource staff. Some departments may use Google Sheets instead. It is maintained by WWP.
- *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. It is maintained by the Oregon Employment Department.
- *Schedule One*: A scheduling tool where job seekers can reserve appointments with WorkSource staff. It is maintained by the Oregon Employment Department.
- *Social Media*: Willamette WorkSource has current social media channels for Facebook, Instagram, 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 the Oregon Employment Department.
- *Zoom*: An audio/visual platform used for virtual meetings, webinars, and online events.

C. Overview of Services to be Performed

Successful bidders of this award will provide a dedicated contact to serve as a Community Career Coach (CCCs). This person will play a key role within their networks to promote WorkSource services. CCCs will focus on connecting job seekers, especially those facing economic, cultural, and geographic barriers, with the wealth of resources and opportunities available through WorkSource centers. Their work includes identifying underserved areas, such as Tribal lands and rural regions, and facilitating access to essential employment services. CCCs will adapt to changing employment landscapes and best align job seekers' needs with available opportunities, including vital resources outside the direct scope of WorkSource, like transportation and housing solutions.

CCCs, leveraging their position within the community, will implement key competencies necessary for effective career service delivery. Their efforts will also align with the Future Ready Oregon: Prosperity 10,000 initiative's goal of enrolling and guiding participants toward job opportunities paying at least \$17.00 an hour in WWP's targeted sectors. The following is a comprehensive overview of the scope of services:

- **Community Engagement and Representation:** CCCs will actively engage with the community to raise awareness about workforce development opportunities, representing WorkSource Oregon, and building trust within community settings. CCCs will act as conduits, effectively bridging economic, cultural, and geographic divides. Their mission is to connect job seekers with employment and training opportunities, focusing on areas where traditional services have limited reach, such as tribal areas, rural regions, and communities with latent workforce potential.
- **Direct Interaction Facilitation:** CCCs will host workshops tailored to diverse community needs, including language-specific services, if applicable. CCCs will also act as liaisons between job seekers, employers, and training providers, focusing on aiding transitions from education to employment and catering to diverse community needs.
- **Comprehensive Employment Information Dissemination:** CCCs will proactively circulate employment information and collaborate with WorkSource staff to make services more accessible, especially to communities unaware of these resources.
- **All-Encompassing Job Seeker Support:** CCCs will provide personalized support in job interviews, training schedules, and certification programs, and assist with employment-related paperwork. CCCs will proactively circulate employment information and collaborate with WorkSource Oregon to make services more accessible, especially to communities unaware of these resources.
- **Intensive Community Engagement and Needs Analysis:** CCCs will engage with local community-based organizations to gain insights into the specific needs of the community related to WorkSource services. Based on this understanding, they will customize their

strategies to employ effective outreach methods, communicate responsively and culturally, navigate systems, and build job seeker capacity.

- **Comprehensive Referral Plan Design and Implementation:** CCCs will implement an efficient referral system to guide job seekers to appropriate WorkSource Oregon services. They will assess when their scope of work or skills have been exhausted and identify when it's appropriate to refer a job seeker to another program or service. This involves identifying suitable programs, clear communication to set expectations, and including job seekers in the referral process.

D. Staffing Requirements

The successful bidder will provide adequate staff of sufficient qualifications and experience to effectively perform the services in this Scope of Work, including attending monthly Local Operation Team meetings.

E. Core Competencies

Integrating core competencies into service delivery ensures that ambassadors of the WorkSource centers align with the values of WorkSource staff. The successful bidder of this RFP will ensure that CCC's possess a range of core competencies identified in **Table IV** to effectively serve job seekers and meet the demands of the job market:

Table IV: Core Competencies

Core Competency	Description
<i>Using the 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, synthesize, and use 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 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 community 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 backgrounds. 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 job seekers 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 strengthen their confidence, improve their ability to make informed decisions, and increase access to 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 electronic records systems. The data and information obtained can be used to understand job seekers' 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.
<i>Teamwork</i>	The ability and desire to work cooperatively with workforce partners on a team to achieve a common goal.
<i>Business Needs Responsiveness</i>	The ability to educate and support other team members in helping job seekers interact effectively with professionals. This combination can promote effective communication and improve services by reducing the mismatch between employer needs and job-seeker skills.

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 WWP 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 Requirements for Federal Awards](#)
 - Comply with funding requirements, and any disallowed costs or illegal expenditures will be resolved 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

Part IV: 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. Describe the proposed methods your organization will use for effective networking and outreach to engage potential job seekers, particularly those in underserved communities and Future Ready Oregon: Prosperity 10,000 Priority Populations. **This question has a maximum of 80 points.**
2. Describe the approach your organization will take to offer personalized guidance and support to job seekers facing unique challenges. Please include how services would be coordinated across teams in your organization, WorkSource staff, and other community-based organizations, to support the job seeker's employment journey. **This question has a maximum of 80 points.**
3. Describe your organization's team management approach and how it contributes to maintaining a stable and experienced workforce. Include how your organization will manage the incorporation of the core competencies to support the delivery of Community Career Coaching and WorkSource Navigation services. **This question has a maximum of 60 points.**
4. Describe your organization's current structure and how it is equipped to support the delivery of Community Career Coaching and WorkSource Navigation services. Include details about the staffing model, internal resources, and any partnerships that will play a role in implementing these services. **This question has a maximum of 40 points.**
5. Describe the strategies your organization will employ to engage job seekers and encourage their participation in workshops and job fairs. Discuss how you will reach and motivate various groups, including those who may have historically faced barriers to employment. **This question has a maximum of 60 points.**
6. Describe how your organization would design and implement an integrated service delivery model that provides wrap-around services, addressing all aspects of a job seeker's needs. **This question has a maximum of 40 points.**
7. Describe the communication channels your organization will utilize to engage with

participants and stakeholders and how there is assurance they will be effective. **This question has a maximum of 20 points.**

8. Describe how your organization maintains clear, responsive communication with WorkSource staff, Willamette Workforce Partnership, and all One-Stop partners. **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 of Federal cost principles. Disallowed costs are those charges that are determined as unallowable in accordance with the application of 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 minimus 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 that 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 the 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 **ten** 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 I

Model Contract



**WILLAMETTE
WORKFORCE**
PARTNERSHIP

Contract # SXX-23

**CONTRACT AGREEMENT FOR
WORKFORCE DEVELOPMENT SERVICES**

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

Name and Address of Parties											
GRANTOR: Willamette Workforce Partnership 626 High Street NE, Suite 305 Salem, OR 97301 Federal Tax ID: 26-0172758 UEI: JBTDGBNAJD43	CONTRACTOR: Legal Name Address 1 Address 2 City, State Zip Federal Tax ID: XX-XXXXXXX UEI: XXXXXXXXX										
Contact Information											
For GRANTOR: Program Contact: Ami Maceira Phone: (503) 581-1002 E-mail: amaceira@willwp.org Fiscal Contact: Gary Mueller E-mail: gmueller@willwp.org	For CONTRACTOR: Program Contact: Name Phone: (XXX) XXX-XXXX E-mail: email@email Fiscal Contact: Name E-mail: email@email.email										
Purpose: CONTRACTOR will provide workforce development services to eligible participants as described within the exhibits of this contract and in line with WWP's policies and procedures.											
Maximum Amount Payable \$XXX,XXX.XX	Contract Period July 1, 2023 – June 30, 2024										
Attachments: This contract consists of this signature page and the following Exhibits, which constitute the entire understanding of the parties. <table><tbody><tr><td>Exhibit A:</td><td>Terms and Conditions and Insurance Requirements</td></tr><tr><td>Exhibit B:</td><td>Special Conditions</td></tr><tr><td>Exhibit C:</td><td>Data Sharing & Privacy Agreement</td></tr><tr><td>Exhibit D:</td><td>Statement of Work and Performance</td></tr><tr><td>Exhibit E:</td><td>Budget</td></tr></tbody></table>		Exhibit A:	Terms and Conditions and Insurance Requirements	Exhibit B:	Special Conditions	Exhibit C:	Data Sharing & Privacy Agreement	Exhibit D:	Statement of Work and Performance	Exhibit E:	Budget
Exhibit A:	Terms and Conditions and Insurance Requirements										
Exhibit B:	Special Conditions										
Exhibit C:	Data Sharing & Privacy Agreement										
Exhibit D:	Statement of Work and Performance										
Exhibit E:	Budget										
Funding Source Information Fund: WIOA Adult Program Awarding Agency: US Department of Labor Funding Source: Workforce Innovation and Opportunity Act Title 1B – Adult Program CFDA Number: 17.258 Pass-through Entity: Oregon Higher Education Coordinating Commission Fund: WIOA Dislocated Workers Program Awarding Agency: US Department of Labor Funding Source: Workforce Innovation and Opportunity Act Title 1B – Dislocated Workers CFDA Number: 17.278 Pass-through Entity: Oregon Higher Education Coordinating Commission Fund: WIOA Youth Program Awarding Agency: US Department of Labor Funding Source: Workforce Innovation and Opportunity Act Title 1B – Youth Program CFDA Number: 17.259 Pass-through Entity: Oregon Higher Education Coordinating Commission											



**WILLAMETTE
WORKFORCE**
PARTNERSHIP

Contract # SXX-23

Fund: Name of Fund

Awarding Agency:

Funding Source:

CFDA Number:

Pass-through Entity:

Fund: Name of Fund

Awarding Agency:

Funding Source:

CFDA Number:

Pass-through Entity:

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 [LEGAL NAME OF CONTRACTOR]	Authorized Signature WILLAMETTE WORKFORCE PARTNERSHIP
Signature/Date [Name and Title of Signer]	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 & Performance Plan (Exhibit D), 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.

The Uniform Administrative Requirements (2 CFR 200.317-36) require all recipient procurement transactions to be conducted in a manner to provide, to the maximum extent practical, open and free competition.

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 & Performance Plan (Exhibit D), in accordance with the Budget (Exhibit E), 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 E), 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 (identified on the signature page of this Contract) 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

Pursuant to 2 CFR 200.475(a), CONTRACTOR must have policies and procedures in place compliant 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. Income Generation

CONTRACTOR agrees to advise WWP, in writing, of any forthcoming income generated by funds under this Contract including interest, rebates and credits. 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.

8. Payment Request Process

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

Upon receipt of CONTRACTOR's payment request with any 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, including proof of payment and accrued liabilities. Documentation shall include canceled checks, invoices annotated with date paid, check number, annotated 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 and for reporting detail as required by the Funder (the "Funder" is the Pass-Through Entity, the Awarding Agency, or, if both are identified in the Contract, collectively, both). WWP will notify CONTRACTOR when there are specific reporting requirements and if it has actual knowledge of any changes to the specific reporting requirements.

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 and 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 CONTRACTOR'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 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. 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.

C. Additional Audits and Compliance Requirements.

CONTRACTOR will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments and Non-Profit Organizations.

CONTRACTOR will monitor expenditures to date 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. CONTRACTOR will pay particular attention to all participant cost categories to ensure that



adequate investments in participants are being made throughout the program year.

Where CONTRACTOR has issued subcontracts under this Contract, CONTRACTOR must have a monitoring policy in place to ensure that expenditures meet funding requirements, program performance goals are being met, and participant eligibility requirements are followed. CONTRACTOR will monitor all subcontractors to ensure compliance and where a subcontractor has monitoring findings a course of corrective action is to be taken and resolution validated.

12. Disallowance of Payments

If it is determined through audit, monitoring or other means that CONTRACTOR has received payments which are questioned by WWP, the 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 27.B. Assurance: Access to Records of this Agreement.

This provision includes access to CONTRACTOR's personnel for the purpose of interview and discussion of such documents, and 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 200.333-338. 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.

In the event that more than one of the record retention periods identified above applies, the CONTRACTOR will comply with the longest applicable record retention period. 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. 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. Any entity that receives a subcontract must be registered in the System for Award Management (www.sam.gov) prior to contract execution and provide CONTRACTOR with their Unique Entity Identifier (UEI) which must be maintained in the contract file and be available for review upon request. 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, COVID-19 exposure risks, 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 procedures for hearing and resolving grievances and complaints arising out of this Agreement. Health and safety standards established under State and Federal law, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of participants.

D. Charging of Fees to Participants

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

E. Grievance Procedures

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

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



17. Performance Failure

In the event CONTRACTOR fails to perform under this Agreement, WWP may take action in accordance with WWP Contract Monitoring policies provided or made available to CONTRACTOR, or if CONTRACTOR fails to take directed corrective action terminate or suspend the Contract (Section 28.B, 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 28.B Termination for Cause), WWP demands return of all or a portion of the Contract funds, CONTRACTOR shall pay the amount to WWP upon WWP's 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 Investment Board, the Awarding Agency, the Pass-Through Entity (if applicable) and their respective officers, agents, representatives, and employees (the "Indemnified Parties"), from, for, and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of the acts or omissions of the CONTRACTOR or CONTRACTOR's employees or subcontractors work under this Agreement, including but not limited to, CONTRACTOR or the CONTRACTOR's employees' or subcontractors' failure to comply with COVID-19 Safety Requirements.

Nothing in this Section 18 requires CONTRACTOR to indemnify the Indemnified Parties against liability for damages caused in whole or in part by the negligence or misconduct of the Indemnified Parties. The CONTRACTOR, however, will be required to indemnify the Indemnified Parties to the extent that damages arise from the fault, negligence, or misconduct of the CONTRACTOR or the CONTRACTOR's employees or subcontractors.

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, including but not limited to the following:

- A. 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;
- B. 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;

- C. 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;
- D. Section 188 of the Workforce Innovation and Opportunity Act (WIOA);
- E. Nontraditional Employment for Women Act of 1991;
- F. 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;
- G. Health Insurance Portability and Accountability Act of 1996;
- H. Vietnam Era Veterans' Readjustment Assistance Act of 1974 as amended;
- I. Drug Abuse Office and Treatment Act of 1972 (P.L. 92.255), as amended relating to nondiscrimination on the basis of drug abuse;
- J. 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;
- K. 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;
- L. 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;
- M. 29 CFR Parts 33 and 37 (If Contract includes DOL funds);
- N. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made;
- O. If operating within the City of Portland, (IV) 23.01.070 and 23.01.050 of the Code of the City of Portland; and
- P. The requirements of any other nondiscrimination statute(s) which may apply to the application.

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 funds received in connection with this Contract 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 22 Nepotism) or an organization which employs or is about to employ any

of the parties indicated herein, has a financial or other interest in the firm selected for an award.

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

24. Patents and Copyrights

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

A. Patents

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

In the event that a patent application on such an invention is filed, CONTRACTOR hereby grants WWP and the Awarding Agency and Pass-Through Entity a non-exclusive, non-transferable, royalty-free license for research and educational purposes only.

B. Copyrights

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

25. Public Information

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

26. Governing Law, Venue, Consent to Jurisdiction

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

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



27. Assurance

By signing this Agreement the authorized representative certifies that CONTRACTOR:

A. Financial Capability

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

B. Access to Records

Will give WWP, the Awarding Agency, and Pass-Through Entity (if applicable), the Governor (if applicable) and their duly authorized representatives; appropriate governmental authorities involved in the administration of these funds to extent necessary for its proper administration, authority to audit, examine, and make excerpts or transcripts from its books of accounts, correspondence, papers, records, files, forms, or other documents of CONTRACTOR including all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement which are necessary to evaluate whether the funds have been spent lawfully, and to determine compliance with all applicable rules and regulations, and the provisions of this Agreement, including the proper allocation of costs. 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. 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.

D. Complete the Work

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

E. 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, or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature 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, appropriations regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of the state, local, or tribal government in policy making and administrative processes within the executive branch of the government.

F. Debarment and Suspension

As required by Executive Orders 12549 and 12689 and 2 CFR 200.214 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 (2) 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.

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.

WWP may terminate this Agreement for convenience by delivering to CONTRACTOR at least three (3) days advance written notice of its intent to terminate if WWP's funding or other resources for programs serviced under this Agreement are withdrawn, suspended, or otherwise altered due to COVID-19.

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 detailed in this contract and its exhibits.

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. Notwithstanding the foregoing, all amendments created solely to incorporate new laws, rules, guidelines, or policies adopted by authorities providing funding to CONTRACTOR through WWP shall bind both parties if signed by only WWP.

30. Force Majeure

Except as hereinafter provided in this Section, no delay or failure in performance by WWP shall constitute a default under this Agreement if the delay or failure is caused, in whole or in part, by a Force Majeure Event. A "Force Majeure Event" means any event beyond the control of WWP and that WWP is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, strikes, embargoes, fire, acts of terrorism, pandemic, medical epidemic, explosions and other catastrophes, governmental actions or orders, national emergency, war, civil disturbance, floods, unusually severe weather conditions or other acts of God or public enemy

31. COVID-19 Safety Requirements

The novel coronavirus ("COVID-19") is a contagious disease that has been declared a global pandemic by the World Health Organization. National, state, and local governmental and health authorities have issued certain health and safety requirements and guidance for the general public and for some specific events or businesses to mitigate the risk of exposure to and transmission of COVID-19. CONTRACTOR attests that it is knowledgeable of and understands all current and applicable legal requirements and guidance concerning COVID-19 health and safety practices (collectively "COVID-19 Safety Requirements") and plans to implement and require COVID-19 Safety Requirements in connection with the purpose of this Agreement. CONTRACTOR understands that the COVID-19 Safety Requirements may change from time to time and acknowledges and understands that CONTRACTOR is responsible for ensuring that worksites selected for participant work-based training programs maintain full compliance with all COVID-19 Safety Requirements at all times in connection with the purpose of this Agreement.

By appropriate written agreement, the CONTRACTOR shall require CONTRACTOR's subcontractors to be bound to the CONTRACTOR by terms of this Section's COVID-19 Safety Requirements and to assume toward the CONTRACTOR all the obligations and responsibilities, including the responsibility for ensuring and requirement compliance of all COVID-19 Safety Requirements in connection with this Agreement. Each subcontractor agreement shall reserve and protect the rights of WWP under this Agreement with respect to any issues related to COVID-19 so that subcontracting will not prejudice such rights, and shall allow the subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the CONTRACTOR that the CONTRACTOR, by this Agreement, has against WWP.

32. Definitions

Capitalized terms not defined in this Contract have the meanings given to them in WWP policies and procedures or the Workforce Innovation and Opportunity Act, as amended (29 USC 32), and any subsequently issued guidance and regulations thereto.

33. Insurance Requirements

CONTRACTOR shall provide insurance coverage at its own expense, issued by responsible carriers rated A VII or better by A.M. Best's rating service (unless otherwise approved by WWP), and in a form reasonably satisfactory to WWP, that meets the requirements of this Section 33. All insurance carried by the CONTRACTOR must be



primary insurance coverage and may not seek contribution from any insurance or self-insurance carried by the CONTRACTOR.

CONTRACTOR shall be financially responsible for all deductibles or self-insured retention contained within the insurance. Except as otherwise required below, CONTRACTOR agrees to maintain continuous, uninterrupted coverage for the duration of this Agreement. There shall be no cancellation, material change, or reduction of limits to any insurance required under this Section 33 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 under this Section 33. 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 (CGL) 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. The CGL coverage shall include all major coverage categories including without limitation bodily injury, property damage, and contractual liability.

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.

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 sufficient to meet statutory limits. If the CONTRACTOR pays wages directly to trainees under this Contract, the CONTRACTOR must also carry Workers' Compensation Insurance sufficient to meet statutory limits that covers 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. Sexual/Physical Abuse/Molestation Insurance

If 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.

F. Bonding

The CONTRACTOR shall carry Employee Dishonesty coverage 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. The coverage shall be in the amount of at least \$100,000 and shall be effective prior to any Contract payment and for at least twelve (12) months after this Agreement terminates.

G. 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.

H. 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 its respective officers, agents, and employees as additional insured with respect to the CONTRACTOR's services to be provided under this Agreement. If requested, complete copies of any insurance policy shall be provided to WWP.

I. Additional Insureds

The Indemnified Parties shall be additional insureds on CONTRACTOR's insurance policies for CGL, Automobile Liability, and Sexual or Physical Abuse or Molestation Liability insurance policies for claims caused in whole or in part by CONTRACTOR's negligent acts or omissions.

J. 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.



1. Financial Billing and Reporting Requirements

A. Billing Due Dates

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

B. Final Billing for Close-Out

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

C. General Ledger Reports

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

2. Expenditure Restrictions

The following additional expenditure restrictions apply to Exhibit E: 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 Agreement shall be limited as provided in Federal Acquisition Regulation Clause 31.205-33 or other applicable state or federal law.

G. Salary and Bonus Limitations

Under Public Law 113-235, Section 105, none of the funds appropriated under the heading 'Employment and Training' shall be used by CONTRACTOR or their subcontractors 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 Executive Level II salary may change yearly and is located at www.opm.gov/policy-



[data-oversight/pay-leave/salaries-wages/2017/executive-senior-level](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262). The salary and bonus limitation does not apply to vendors providing goods and services as defined in 2 CFR 200. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from sub-recipients of such funds, taking into account factors including the relative cost-of cost of living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer federal programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter No. 5-06 for further clarification, available at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262.

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

Financial backup documentation is not required with monthly billings. WWP retains the right to ask for backup documentation at any time. Upon request, CONTRACTOR will provide 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 of Exhibit A: Terms, Conditions & Insurance.

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. Personally Identifiable Information

CONTRACTOR must recognize and safeguard personally identifiable information (PII) except where disclosure is allowed by prior written approval or by court order. Recipients must meet the requirements in Training and Employment Guidance letter (TEGL 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII)), located at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872.

B. 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.

C. 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.

D. 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. Creative Commons License Requirement

Pursuant to 2 CFR 2900.13, to ensure that the Federal funds invested through this contract have as broad an impact as possible and to encourage innovation in the development of new learning materials, CONTRACTOR must license to the public all work (except for computer software source code, discussed below) created with the Federal funds provided through this contract under a Creative Commons Attribution 4.0 (CC BY) license. Work that must be licensed under the CC BY includes both new content created with Federal funds and modifications made to pre-existing, CONTRACTOR-owned content using Federal funds.

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

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



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

18. Intellectual Property Rights

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; i) the copyright in all products developed under any grant provided under this Agreement, including products developed under a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the recipient or subrecipient or a contractor purchases ownership under an award (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. The CONTRACTOR, however, may use Federal funds to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. 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 (2 CFR 200.307).

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."

19. WorkSource Centers

If CONTRACTOR is the primary provider of WIOA IB Adult and Dislocated Worker services and training services for other contracted grants within a WorkSource Oregon Center, CONTRACTOR is a partner in the WorkSource Oregon system and as such acts as a representative and agent of the system in the delivery of program services available through the federal, state, and local grants. This means that CONTRACTOR has authority to sign on behalf of the WorkSource system on training agreements that are required for work-based training programs, including but not limited to, On-the-Job Training Agreements, Employer Workforce Training Agreements, and others that may be developed and communicated through program policy and regional program standards to support service delivery.

If 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.

20. 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.



21. 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>.

22. 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.



23. 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.

24. 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.

25. 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).

26. Federal Funding Accountability and Transparency Act

The Federal Funding Accountability and Transparency Act (FFATA) require sub-recipients with federal award over \$30,000 to register with the System for Award Management (SAM) and receive a Unique Entity Identifier (UEI).

CONTRACTOR represents and warrants that it is currently registered with SAM and has provided WWP with its UEI. CONTRACTOR shall properly maintain its SAM registration and will notify WWP of any changes in its registration status, including but not limited to a change to its UEI for any reason.

27. 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.

28. Limited English Proficiency

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. CONTRACTOR is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.



29. 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.

30. 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))

31. Special Requirements for Conferences and Conference Space

Conferences sponsored in whole or in part by the CONTRACTOR are allowable if the conference is necessary and reasonable for the successful performance of this Agreement. CONTRACTOR is urged to use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR 200.432. CONTRACTOR will be held to the requirements in 2 CFR 200.432. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed. CONTRACTOR must obtain prior approval from WWP before holding any conference (which includes retreat, seminar or symposium or similar event).

32. Oregon False Claims Act

CONTRACTOR acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action or conduct by CONTRACTOR pertaining to this Agreement that constitutes a "claim" (as defined by the Oregon False Claims Act, ORS 180.750 (1)). By its execution of this Agreement, CONTRACTOR certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement or to the Project. In addition to other penalties that may be applicable, CONTRACTOR further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against CONTRACTOR. Nothing in this section or this Agreement may be construed as limiting or derogating from any authority granted the Oregon Attorney General under 180.750 to 180.785.

CONTRACTOR shall immediately report in writing, to the WWP, any credible evidence that a principal, employee, agent, or subcontractor of CONTRACTOR, or any other person, has made a false claim or committed a prohibited act under the Oregon False Claims Act, or has committed a criminal or civil violation of laws pertaining to fraud, bribery, gratuity, conflict of interest, or similar misconduct in connection with this Agreement or monies paid by WWP under this Agreement.

33. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Recipients may search the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

34. Buy American Notice Requirement

None of the funds made available under this award may be expended by an entity unless the entity agrees that in expending the funds it will comply with 41 U.S.C. 8301 through 8303 (commonly known as the "Buy American Act").

35. Prohibition on Providing Federal Funds to ACORN

These funds may not be provided to the Association of Community Organizations for Reform now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

36. Prohibition on Contracting

- A.** CONTRACTOR may not knowingly enter into a contract, memorandum of understanding or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any federal law within the preceding 24 months. Expenses prohibited or unallowable under any other federal, state or local law or regulation, including foreign travel.
- B.** CONTRACTOR may not knowingly enter into a contract, memorandum of understanding or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- C.** No funds made available under a federal act may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 835(b) of the Homeland Security Act of 2002 (6 U.S.C. 395(b)) or any



subsidiary of such an entity. Waivers of this regulation may be granted by the Secretary of Labor if the Secretary determines that the waiver is required in the interest of national security.

37. Violation of the Privacy Act

These funds cannot be used in contravention of the 5 U.S.C. 552a or regulations implementing that section.



1. Definitions

Capitalized terms will have the following meanings:

Applicable Laws means all federal, state, and local laws related to data security, data protection, data privacy, data breaches, and any similar subject matter that may be applicable to Personal Information provided to CONTRACTOR for Use under this Agreement. This may include, but is not limited to, the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach-Bliley Act, the Family Educational Rights and Privacy Act, and similar laws and their associated regulations as amended from time to time.

Authorized Employees means CONTRACTOR's employees who have a need to know or otherwise access Personal Information to enable CONTRACTOR to perform its obligations under this Agreement.

Authorized Persons means (i) Authorized Employees; and (ii) CONTRACTOR's subcontractors and agents who have a need to know or otherwise access Personal Information to enable CONTRACTOR to perform its obligations under this Agreement, and who are bound by confidentiality and other obligations sufficient to protect Personal Information in accordance with the terms of this Agreement.

Best Industry Practices means that degree of skill, quality, care, foresight, or operating practice that would reasonably and ordinarily be expected of a skilled and competent service supplier in the same industry as CONTRACTOR under the same or similar circumstances as contemplated in this Agreement.

Highly Sensitive Personal Information means an (i) individual's government-issued identification number (including Social Security number, driver's license number, or state-issued identification number); (ii) financial account number, credit card number, debit card number, or credit report information; or (iii) biometric, genetic, health, medical, or medical insurance data.

Personal Information means information provided to CONTRACTOR by or at the direction of Willamette Workforce Partnership (WWP), information which is created or obtained by CONTRACTOR on behalf of WWP, or information to which access was provided to CONTRACTOR by or at the direction of WWP, in the course of CONTRACTOR's performance under this Agreement that: (i) identifies or can be used to identify an individual (including without limitation names, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, and other personal identifiers), including without limitation all Highly Sensitive Personal Information.

Security Breach means any actual or suspected compromise of security, confidentiality, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place by CONTRACTOR (or any Authorized Persons) that relate to the protection of the security, confidentiality, or integrity of Personal Information. Without limiting the foregoing, a compromise includes any unauthorized access to or disclosure or acquisition of Personal Information.

Use means, with respect to Personal Information, sale, rental, creation, collection, acquisition, receipt, transfer, transmission, storage, disposal, use, distribution, or disclosure.

2. Standard of Care

- A. CONTRACTOR will comply with the terms and conditions set forth in this Agreement in its creation, collection, receipt, transmission, storage, disposal, use, and disclosure of Personal Information and be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Personal Information under its control or in its possession, including by any Authorized Persons.
- B. CONTRACTOR will:
- 1) Keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure.
 - 2) Not Use Personal Information in violation of Applicable Laws.
 - 3) Use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for CONTRACTOR's own purposes or for the benefit of anyone other than WWP, in each case, without WWP's prior written consent.



- 4) Not directly or indirectly disclose Personal Information to any person other than Authorized Persons unless and to the extent required by applicable law, in which case, CONTRACTOR will use best efforts to notify WWP before such disclosure or as soon thereafter as reasonably possible.

3. Information Security

- A. CONTRACTOR represents and warrants that its creation, collection, receipt, access, use, storage, disposal, and disclosure of Personal Information does and will comply with all applicable laws.
- B. CONTRACTOR will implement and maintain a written information security program including appropriate policies, procedures, and risk assessments that are reviewed at least annually.
- C. Without limiting CONTRACTOR's obligations under Section 3(A), CONTRACTOR will implement administrative, physical, and technical safeguards to protect Personal Information from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage that are no less rigorous than accepted industry practices, including the National Institute of Standards and Technology Cybersecurity Framework or other applicable industry standards for information security, and will ensure that all such safeguards, including the manner in which Personal Information is created, collected, accessed, received, used, stored, processed, disposed of, and disclosed, comply with applicable laws, as well as the terms and conditions of this Agreement.
- D. At a minimum, CONTRACTOR's safeguards for the protection of Personal Information must include: (i) limiting access of Personal Information to Authorized Persons; (ii) securing business facilities and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network security; (iv) securing information transmission, storage, and disposal; (v) implementing authentication and access controls; (vi) encrypting Highly Sensitive Personal Information stored on any mobile media; (vii) encrypting Highly Sensitive Personal Information transmitted over public or wireless networks; (viii) segregating Personal Information from information of CONTRACTOR or its other customers so that Personal Information is not commingled with any other types of information; (ix) conducting risk assessments and promptly implementing a corrective action plan to correct any issues that are reported as a result of the assessments; (x) implementing appropriate personnel security procedures and practices, including conducting background checks consistent with applicable law; and (xi) providing appropriate privacy and information security training to CONTRACTOR's employees. CONTRACTOR's safeguards must also satisfy the minimum standards of all Applicable Laws.

4. Security Breach Procedures

- A. CONTRACTOR will notify WWP of a Security Breach as soon as practicable, but no later than twelve (12) hours after CONTRACTOR becomes aware of it by emailing WWP at info@willwp.org with a copy by email to CONTRACTOR's primary business contact at WWP.:
 - 1) The email to WWP must include a brief description of the Security Breach (e.g., electronic, data systems, paper files), the steps CONTRACTOR has taken to address the Security Breach and the contact names of CONTRACTOR staff member the WWP is to work with responding to the Security Breach.
 - 2) WWP will designate a WWP staff member that will act as the CONTRACTOR's primary point of contact for further coordination of the parties' response to the Security Breach as further described below.
- B. Immediately following CONTRACTOR's notification to WWP of a Security Breach, the parties will coordinate with each other to investigate the Security Breach. CONTRACTOR agrees to fully cooperate with WWP in WWP's handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing WWP with physical access to the facilities and operations affected; (iii) facilitating interviews with CONTRACTOR's employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law, best industry practices, or as otherwise required by WWP.
- C. CONTRACTOR will at its own expense use best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach, including without limitation taking any and all action necessary to comply with applicable privacy laws. CONTRACTOR will reimburse WWP for all actual costs incurred by WWP in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and remediation.
- D. CONTRACTOR will not inform any third party of any Security Breach without first obtaining written consent from WWP's Executive Director. WWP will have the sole right to determine: (i) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law, or otherwise in WWP's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.
- E. CONTRACTOR agrees to maintain and preserve all documents, records, and other data related to any Security Breach.



- F. CONTRACTOR agrees to fully cooperate at its own expense with WWP in any litigation, investigation, or other action deemed necessary by WWP to protect its rights relating to the use, disclosure, protection, and maintenance of Personal Information.

5. Oversight of Security Compliance.

Upon WWP's request, CONTRACTOR will allow WWP or, upon WWP's election, a third party on WWP's behalf, to perform an assessment of all controls in CONTRACTOR's environment in relation to all Personal Information being handled pursuant to this Agreement. CONTRACTOR will fully cooperate with such assessment. In addition, upon WWP's request, CONTRACTOR will provide WWP with the results of any audit by or on behalf of CONTRACTOR performed that assesses the effectiveness of CONTRACTOR's information security program as relevant to the security and confidentiality of Personal Information shared during the course of this Agreement.

6. Return or Destruction of Personal Information.

At any time during the term of this Agreement at WWP's request or upon the termination or expiration of this Agreement for any reason, CONTRACTOR will, and will instruct all Authorized Persons to, promptly return to WWP all copies, whether in written, electronic, or other form or media, of Personal Information in its possession or the possession of such Authorized Persons, or securely dispose of all such copies, and certify in writing to WWP that such Personal Information has been returned to WWP or disposed of securely. CONTRACTOR will comply with all directions provided by WWP with respect to the return or disposal of Personal Information.

7. Equitable Relief.

CONTRACTOR acknowledges that any breach of its covenants or obligations set forth in this Agreement may cause WWP irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, WWP is entitled to seek equitable relief in addition to any other remedy to which WWP may be entitled at law or in equity. Such remedies are not exclusive but are in addition to all other remedies available at law or in equity.

8. Indemnification.

CONTRACTOR will defend, indemnify, and hold harmless WWP and its subsidiaries, affiliates, and their respective officers, directors, employees, agents, successors, and permitted assigns (each, a "WWP Indemnitee") from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers, arising out of or resulting from CONTRACTOR's failure to comply with any of its obligations under this Agreement.

9. To the extent of a conflict between this Exhibit and the Agreement, this Exhibit will control.



STATEMENT OF WORK

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.

The purpose of WIOA Adult/Dislocated Worker Services is to meet the needs of local businesses by assisting individuals in finding, obtaining, and retaining employment, exploring training opportunities, and increasing workplace skills. All these services are performed under the umbrella of WorkSource Willamette in cooperation with the Oregon Employment Department.

Roles and Responsibilities

The CONTRACTOR has the following roles and responsibilities within the Mid-Valley Workforce Area in **Service area**:

- A. Designate career coaches to deliver an array of services to participants. Ensure career coaches funded through this contract are dedicated to no less than .5 full-time staff persons unless approved by WWP. The average caseload of participants receiving individualized career services is targeted at 30-40 per 1.0 FTE.
- B. Designate management staff to participate in WorkSource Local Operation Team Meetings.
- C. Physically co-locate within, and all services performed as part of this contract must be offered through the WSO offices or other GRANTOR designated sites in the awarded Counties. Staffing hours and hours of operation need to match the hours of operation of the WSO office.
- D. In coordination with WorkSource Oregon Partners and the One-Stop Operator, collaborate on staffing and operations for centers in **service area**. CONTRACTOR will implement and utilize an approved staffing plan that provides an efficient, cost-effective service design, supports the Resource Rooms, and enables WSO centers to be flexible to meet changing customer demand and quickly respond to emerging needs and opportunities, and accommodates non-English speaking customers.
- E. Assess individuals for Adult or Dislocated Worker eligibility and enroll participants into Adult and Dislocated Worker Services.
- F. Conduct assessments of each potential participant and prioritize enrollment of those participants who indicate interest in training for occupations in the target industry sectors.
- G. Provide Individualized Career Services and support to participants as they engage in Individualized Services. This will include proactive, ongoing engagement, regular check-ins, career plan updates, and connection to training and supportive services.
- H. Make available all services outlined in the Program Components section.
- I. Maintain and upload case files for all participants in eBridge, in accordance with WWP standards.
- J. Meet equal opportunity requirements for service delivery.
- K. Coordinate and deliver WIOA services to unemployed and underemployed adult and dislocated worker customers of the WorkSource Willamette centers, in accordance with the Workforce Innovation Opportunity Act and regulations, WSO Operational Standards, state policies and regulations, and WWP policies and program standards.
- L. Ensure staff are trained on federal law, regulations and policies, state policies, and WWP policies and standards necessary to run a compliant and effective program.
- M. Attend required provider meetings and training events.
- N. Be available for community events and job fairs at WWP's request.
- O. Ensure all staff receive onboard training through WWP's learning management system.
- P. Assist individuals in utilizing Myworksource.org, as appropriate.
- Q. Assist individuals in connecting with other resources and services, as appropriate.
- R. Promote centralized system opportunities and other initiatives developed by WWP and facilitate access to these opportunities for interested participants.
- S. Track program services and collect data in I-Trac and secure release of information agreements.
- T. Ensure customer outcomes, including wages, self-employment information, and unsubsidized employment records in the 2nd and 4th quarter after exit, are entered into I-Trac as the information becomes available to staff. CONTRACTOR must use the same method to verify employment and wages within a quarter.

Program Components

WorkSource Willamette center services fall into four (4) essential categories: Exploratory, Career Services, Training, and Business Services. Job seekers can access quality employment services online or in WorkSource Willamette centers.

CONTRACTOR will deliver the following required program components in compliance with WWP and State policies and



standards:

- A. **Exploratory Services:** In coordination with the Oregon Employment Department and other WSO partners, provide staff to assist in the resource room and ensure appropriate coverage during hours of operation, 8:00 am - 5:00 pm.; assist customers in the completion of WSO registration and eligibility determination and accessing self-directed and basic career services.
- B. **Career Services:** These services include basic and individualized career services, provided to help participants find and qualify for employment. Provide at least one workshop per month in each WSO center on the topics of resume development, Interviewing Skills, Networking/Social Media, Essential Skills, and Basic Computer Skills—in accordance with WSO Standards. WWP will approve the content of any materials intended for use in the WorkSource Centers. Provide Individualized Career Services in accordance with WWP standards (requires a participant hard-copy file with eligibility documentation, assessments, and an Individual Employment Plan).
- C. **Training Services:** Training will be provided to participants determined in need of the training through assessment, interview, evaluation, and career planning. A copy of eligibility documentation, an IEP, and budget will be completed for any participant receiving WIOA-funded training services is required. Individual Training Accounts (ITA) can only be delivered through approved programs located on the Eligible Training Provider List (ETPL) and should align with population and sector priorities of the Local Plan and other WWP guidance. All work-based training programs (On-the-Job Trainings (OJT), Transitional Job (TJ), Work Experience (WEX)) can only be delivered with eligible business sites. CONTRACTOR will use designated forms and templates provided by WWP for all ITAs, Work Experience, and Transitional Jobs.
- D. **Supportive Services:** Supportive services are provided to participants who are in Individualized Career or Training services and must be provided in a manner necessary to maximize participants' opportunity to participate in Career or Training services.
- E. **Rapid Response Services:** CONTRACTOR will select a member of staff to serve on the integrated Rapid Response Team. This team is responsible for providing Rapid Response services to Mid-Valley businesses and employees of companies that are experiencing downsizing through layoffs or closure. CONTRACTOR will work closely with WSO partners to provide quality, timely layoff assistance services.

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 and use the standard design and format, logos, and EEO.

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 by following the Steven's Amendment (P.L. 101-166, Section 511), WorkSource Willamette and WWP, as applicable.

Reporting, Monitoring, and Budget Management

CONTRACTOR will report on progress and budget expenditures using the format prescribed by WWP. CONTRACTOR will collect success stories and report in a template provided 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 program file compliance review and Federal monitoring activities.



PERFORMANCE PLAN

PROGRAM DELIVERABLES

This is an example of a performance plan. Sub-recipients may receive different measures than outlined below.

Measures	Goals
NUMBERS SERVED	
Number of individuals who receive Career Coaching	
INDIVIDUAL TRAINING ACCOUNTS*	
Individual Training Accounts Initiated	
Training Accounts Initiated. Individual Training Accounts in Sector-Specific or In-demand Occupation.	70%
Individual Training Accounts Complete	75%
WORKBASE TRAINING*	
On-the-Job Training Initiated	
On-the-job training placements in sector-specific or In-demand occupations.	70%
On-the-Job Training Complete	75%
SUCCESS STORIES	
Number of job seeker success stories per quarter	
FEDERAL PERFORMANCE GOALS	
Percentage of participants who exit Individualized Career Services are employed within the 2 nd quarter after exit	
Percentage of participants who exit Individualized Career Services are employed within the 4 th quarter after exit	
Percentage of participants who complete Secondary or Post-Secondary Training between July 1, 2024-June 30, 2025, earn a DOL recognized credential	
Percentage of participants who start any Secondary, Post-Secondary, or Work Based Training Service (except WEX) between July 1, 2024-June 30, 2025, earn a DOL recognized measurable skill gain	



**WILLAMETTE
WORKFORCE**
PARTNERSHIP

PROGRAM PROVIDER:

WSO CENTERS:

BUDGET PERIOD: July 1, 2024 - June 30, 2025

CONTRACT BUDGET

FUNDING SOURCE	Adult	Dislocated Worker		All Funds
Personnel				
Admin/Mgmt Salary & Fringe				\$ -
Program Salary & Fringe				\$ -
Total Personnel	\$ -	\$ -	\$ -	\$ -
Operating Costs				
Professional Services				\$ -
Program Outreach				\$ -
General Supplies				\$ -
Technology/Office Equipment				\$ -
Communications				\$ -
Facilities				\$ -
Staff Travel				\$ -
Staff Development				\$ -
Total Operating Costs	\$ -	\$ -	\$ -	\$ -
Non-Training Services				
Career & Pre-Vocational				\$ -
Supportive Services				\$ -
Total Non-Training Services	\$ -	\$ -	\$ -	\$ -
Training Services				
Training Based Support				\$ -
Adult Education & Literacy				\$ -
Talent Development (Workshops)				\$ -
Transitional Jobs				\$ -
Skills Development (ITA)				\$ -
Work-Based Learning (OJT)				\$ -
Total Training Services	\$ -	\$ -	\$ -	\$ -
Overhead/Approved Indirect				\$ -
Total Contract Budgets	\$ -	\$ -	\$ -	\$ -

APPENDIX II

FORMS

- Cover Sheet for Adult and Dislocated Worker Proposal Submission
- Administrative Capacity Checklist

Cover Sheet for Adult/Dislocated Worker Proposal Submission

Bidder Organization Name: _____

Address: _____

Email Address: _____

Phone: _____

EIN: _____

UEI: _____

Check the box for items included with your submission:

- ☐ Administrative Capacity Checklist.
- ☐ Documentation listed under the Administrative Capacity Checklist (clearly labeled).
- ☐ 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 Adult and Dislocated Worker 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 therefrom on behalf of the entity submitting the proposal.

Signature of Authorized Individual

Date



Administrative Capacity Checklist

Bidder Organization Name: _____

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

- ☐ A copy of the organization's W-9.
- ☐ The organization's most recent audited financial statements (at minimum within the last two years), including the accompanying letters.
- ☐ Copy of documentation proving legal entity (for example, certificate of incorporation, 501(c)(3) letter, etc.,
- ☐ Resume of Chief Executive Officer of bidder's organization.
- ☐ Copy of organizational chart.
- ☐ A description of how the organization currently performs prospective employee background checks or how it will ensure that background checks are performed.
- ☐ The organization's insurance certificate providing evidence of the coverage for:
 - a. General Liability
 - b. Professional Liability Errors and Omissions
 - c. Worker's Compensation
 - d. Motor Vehicle Liability
 - e. Sexual/Physical Abuse and Molestation