

REQUEST FOR PROPOSAL

(Qualifications-Based RFP)

RFP Number # 04-01-20

RFP NAME: WORK2FUTURE WORKFORCE INNOVATION AND OPPORTUNITY ACT SERVICES TO ADULTS, DISLOCATED WORKERS, AND YOUTH

RFP Release Date:	April 21, 2020
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Deadline for Questions	Thursday, May 14, 2020 4:00 Pacific Time
Proposal Due Date: Time:	Tuesday, May 19, 2020 4:00 p.m. Pacific Time
Location:	www.grants.sanjoseca.gov

1. INTRODUCTION AND OVERVIEW

The City of San José Office of Economic Development San José Silicon Valley Workforce Development Board, hereinafter referred to as "The Workforce Development Board," or "WDB" is soliciting proposals from qualified organizations to provide Adult/Dislocated Worker and Youth Services within its local service delivery area.

- 1.1. Services provided will be funded by the Workforce Innovation and Opportunity Grant and may also utilize funding from other sources.
- 1.2. Programs funded under this Request for Proposals ("RFP") must be prepared to make minor non-substantive programmatic adjustments during the term of the agreement(s) resulting from this RFP to comply with any changes in the Workforce Innovation and Opportunity Act ("WIOA") regulations and requirements, both current and still to be issued.
- 1.3. This RFP contains the necessary background, requirements, information, instructions, and forms for responding to this RFP.
- 1.4. The WDB reserves the right to terminate or adjust this RFP to conform to available funds. The WDB further reserves the right to accept an offer in full, or in part, or to reject all offers. The WDB reserves the right to award funds for different programs under this RFP to different proposers.
- 1.5. The WDB's priority sectors are currently: Business Services and Finance, Advanced Manufacturing, Information and Communications Technology ("ICT"), Construction/Pre-Apprenticeship, Healthcare, and other key sectors identified by the WDB ("Priority Industry Sectors"). This RFP solicits proposals for unique and innovative services that link WIOA eligible adults, dislocated workers, and youth to careers in the Priority Industry Sectors and In-Demand Occupations (as described in Section 3.17 of this RFP.) Priority Industry Sectors are subject to change with the economy at any given time. In-Demand Occupations are updated periodically to align with current labor market information. The WDB will give the Contractor(s) notification of any changes prior to implementation.
- 1.6. The WDB's customers include both the employers that work with the WDB and the job-seekers who need to upgrade their skills. Proposals should reflect a customer-centered design approach, looking first at what a customer needs and then, using cultural competencies, developing an appropriate menu of services to meet those needs. This approach will build the capacity of the workforce system to better serve employers who need skilled workers, and to design more personalized services to help job seekers to get the skills and jobs they need.
- 1.7. Definitions: Throughout this RFP the following terms are defined as follows:
 - 1.7.1. Proposer: Any organization submitting a proposal in response to this RFP
 - 1.7.2. Selected Proposer: Any organization whose proposal has been reviewed, rated, and selected to provide services under this RFP.
 - 1.7.3. Contractor: Any organization who, after having been selected to provide services under this RFP, has entered into a contract with the City of San José to provide such services.

1.8. SERVICE DELIVERY AREA

The WDB's service delivery area includes the communities of Gilroy, Morgan Hill, Los Gatos, Monte Sereno, Saratoga, Los Altos Hills, Campbell, San José, and unincorporated areas of Santa Clara County. Business and WIOA-eligible client services are provided at the Workforce Development Board America's Job Center of California ("AJCCs") Centers and at other Workforce Development Board-approved locations.

1.9. This RFP solicits proposals from organizations wishing to provide services in one or both of the following geographical areas.

1.9.1. San José Area: San José, Los Gatos, Monte Sereno, Saratoga, Los Altos Hills, Campbell, and the unincorporated areas of Santa Clara County contiguous to those cities.

1.9.1.1. San José AJCC

1601 Foxworthy Avenue, San José CA 95118

And

1.9.1.2. North County Satellite AJCC

1901 Zanker Road, San José, CA 95112

1.9.2. South County Area: Gilroy, Morgan Hill, and the unincorporated areas of Santa Clara County contiguous to those cities

1.9.2.1. South County Satellite AJCC

379 Tomkins Ct, Gilroy, CA 95020

1.10. Service Delivery Options: the WDB reserves the right to award contracts to up to four service providers.

1.10.1. Proposers may select to provide any of the following service options:

1.10.1.1. Option A: Adult/Dislocated Worker Services in the San José Area

1.10.1.2. Option B: Youth Services in the San José Area

1.10.1.3. Option C: Adult/Dislocated Worker Services in the South County Area

1.10.1.4. Option D: Youth Services in the South County Area

1.10.1.5. Option E: Both Adult/Dislocated Worker Services AND Youth Services in the San José Area

1.10.1.6. Option F: Both Adult/Dislocated Worker Services AND Youth Services in the South County Area

1.10.2. Proposers may NOT select to provide Adult/Dislocated Worker services in both the San José and South County areas, or Youth services in both the San José and South County areas.

1.10.2.1. The WDB may at its sole discretion award a contract to a Proposer to provide either Adult/Dislocated Worker services or Youth services in the San José and/or South County areas based on the scoring of the submitted proposals and the needs of the WDB.

2. BACKGROUND

The WIOA program's goal is strengthening the workforce system through innovation and alignment of services to promote individual and national economic growth. Career services are made available to adult individuals 18 years old or older and youth ages 18-24. Training is made available to individuals after an interview, assessment and evaluation determines that the individual requires training to obtain employment or remain employed.

3. SCOPE OF WORK

The provisions in the following sections apply to services to both Adults and Dislocated Workers and Youth.

- 3.1. The purpose of this RFP is to identify experienced and qualified organizations to act as the WIOA Adult/Dislocated Worker Program and Youth Program Service Providers for the San José Silicon Valley Workforce Development Board ("work2future")
- 3.2. Organizations may submit proposals to provide WIOA services to eligible Adults and Dislocated Workers, Older Youth, or both ("Participants"). The provisions in the following section of the scope of services apply to services to Participants in either group.
- 3.3. The selected Contractor(s) will be responsible for: (a) providing innovative workforce services and support to Participants living in the work2future service area, and (b) fulfilling the purpose and intent of the WIOA.
- 3.4. All services provided by the selected Contractor(s) must be compliant with WIOA, State regulations and local policies and operational directives and must be responsive to local labor market demands, as funding allows.
- 3.5. The selected Contractor(s) will produce measurable outcomes, provide a high-quality customer experience, and operate with maximum cost efficiency and effectiveness.
- 3.6. Proposals that show strong partnerships with local organizations that provide wrap-around services as well as partnerships with local business and employers are highly encouraged to enable the selected Contractor(s) to provide Participants with the full continuum of services that they may need.

- 3.7. Contractor(s) will focus, but not limit, their recruiting efforts on job seekers that, although they have barriers to employment, can successfully utilize the services and skills upgrades provided to enable them to meet local employers' needs.
- 3.8. The selected Contractor(s) shall provide services in collaboration with other WIOA workforce system partners to ensure that customers can access the full range of necessary services.
- 3.8.1. Contractor(s) shall coordinate services with the One Stop Operator (20CFR Section 678.620) and other required AJCC partners.
- 3.8.2. The selected Contractor(s) shall meet regularly (no less than monthly) with WDB staff, and other AJCC customer services staff, and no less than quarterly with the One Stop Operator to ensure that services are being provided at the highest level of quality.
- 3.9. Contractor(s) will apply the requirements of the AJCC Hallmarks of Excellence Certification and continuous quality improvement ("CQI") at each of the AJCCs. A description of the AJCC Hallmarks of Excellence and continuous quality improvement requirements are available at this link: https://www.edd.ca.gov/Jobs_and_Training/pubs/wsd16-20.pdf.
- 3.9.1. The selected Contractor(s) shall use Hallmarks of Excellence as guiding principles for high-quality service delivery and customer satisfaction in the AJCCs.
- 3.9.2. The Contractor(s) shall work with the One Stop Operator to ensure that the AJCC is customer-centered and business-friendly, to continuously improve and streamline service delivery, and to implement the Hallmarks of Excellence through effective partnerships.
- 3.10. The Contractor(s) will be responsible for providing high-quality services to WIOA participants, and for providing well-informed and cross-trained staff to work in the AJCC comprehensive center and satellite sites as part of a functionally integrated service delivery model.
- 3.10.1. Contractor(s) shall provide staffing in the career centers, at the front desk and reception area, to ensure a welcoming presence for customers. The AJCC hours are 8:00 a.m. to 5:00 p.m. Monday through Friday except when closed for holiday observance.
- 3.10.2. Contractor(s)'s program design must incorporate accessibility to all services a customer may choose, and reasonable accommodation must be made for individuals with disabilities.
- 3.10.3. The selected Contractor(s) shall put into place a customer-centered service delivery strategy that leads to a positive return on investment for work2future.
- 3.10.4. Contractor(s) staff shall be required to have a customer service focus, including a professional appearance and welcoming manner, and shall be required to complete a WDB approved professional development course within the first year of providing services.

- 3.10.5. Contractor(s) staff shall attend all mandatory WDB trainings for workforce professional development.
- 3.11. Contractor(s) shall make services available to local constituents by bringing them into the community, using libraries, community centers, faith-based organizations, and/or other locations during non-standard hours, including evenings and weekends, to serve the unemployed and underemployed. work2future shall have input into the service delivery model, and all changes to the service delivery model must be negotiated with and approved by work2future. The Contractor(s) will use technology (at minimum, a laptop and the internet) to provide services in the community. In addition, the Contractor(s) must deliver services in the AJCC, satellite locations, and other locations approved by work2future.
- 3.12. The ideal Contractor(s) will have experience operating a WIOA program that meets or exceeds required performance outcomes.
- 3.13. The ideal Contractor(s) will have experience collaborating and executing a project with multiple WIOA stakeholders, especially with WIOA partners.
- 3.14. Contractor(s) shall work closely with work2future regarding the development and implementation of any WDB-mandated directives or programs based on community needs.
- 3.15. DESIGNATED PRIORITY INDUSTRY SECTORS AND IN-DEMAND OCCUPATIONS
- 3.16. work2future is focused on providing employment with career pathways in Priority Industry Sectors, which are an important part of the local and regional economy. work2future's current Priority Industry Sectors are:
- 3.16.1. Business Services & Finance,
 - 3.16.2. Information/Communication Technology ("ICT"),
 - 3.16.3. Advanced Manufacturing,
 - 3.16.4. Healthcare,
 - 3.16.5. Construction/Pre-Apprenticeship
- 3.17. work2future's Business Services team compiles a list of In-Demand Occupations ("In-Demand Occupations") which is compiled from labor market information and uses the following criteria:
- 3.17.1. Median hourly earnings
 - 3.17.2. Annual job openings
 - 3.17.3. Change in the number of job openings over the past 5 years
- 3.18. The Priority Industry Sector and In-Demand Occupations approach offers a framework to identify employment opportunities, to engage employers and educators, and to develop career pathways and training opportunities that are consistent with the needs of the local workforce area. Proposers must show how they will achieve work2future's performance goals by providing services that will lead to career pathways in the Priority Industry Sectors and In-Demand Occupations. Selected Contractor(s) will have experience engaging with industry and education to support participant training through curriculum development and

development of training opportunities within the Priority Industry Sectors and In-Demand Occupations.

- 3.18.1. Contractor(s) will focus on working with employers to move participants from lower-wage jobs to middle-wage employment in Priority Industry Sectors and In-Demand Occupations. Proposals should provide strategies to develop and maintain relationships with designated-sector employers that will facilitate positive outcomes for customers.
- 3.18.2. Contractor(s) will use industry sector strategies, in conjunction with labor market information and specialized assessments, to educate and connect jobseekers to demand occupations and training within the designated sectors. The selected Contractor(s) shall ensure that participants are trained and placed in these Priority Industry Sectors and In-Demand Occupations. Contractor(s)'s performance-based payments will be tied to connecting participants to training and employment opportunities within these designated sectors and occupations.
- 3.18.3. In coordination with the work2future Business Services Team, the selected Contractor(s) shall actively engage industry and labor and shall support regional sector strategies through an integrated business service strategy that focuses on middle-wage jobs. Contractor(s) shall coordinate with work2future Business Services team to develop job opportunities with local employers and facilitate participant placements in internships and occupations within work2future's Priority Industry Sectors and In-Demand Occupations. All job sourcing activities undertaken by Contractor(s) shall be coordinated with work2future Business Services team. In addition, the Contractor(s) shall coordinate with work2future Business Services team to provide job fairs and ongoing recruitments for local businesses.

3.19. MANAGEMENT AND REPORTING

- 3.19.1. The selected Contractor will meet regularly (at a minimum quarterly) with work2future staff to discuss: enrollments, participant retention, program design, outcomes (employment and education), program expenditures, staffing, and other elements that have the potential to impact the quality of the programs and services provided under the contract.
- 3.19.2. Contractor will utilize work2future-prescribed reporting tools and will ensure timely and correct data entry in the CalJOBSSM system ("CalJOBS").
- 3.19.3. Regional collaboration and reporting are required under WIOA. work2future, together with the workforce development boards of San Francisco, NOVA, and San Benito County, constitute the Bay Peninsula Regional Planning Unit, established by the State of California for regional delivery of workforce development services. The selected Contractor will be required to participate in regional workforce development work. The level of participation and role that the selected Contractor will play will be determined by work2future.
- 3.19.4. Contractor(s) awarded a contract as a result of this RFP will be required to report monthly performance in a manner established by work2future that clearly compares

monthly and accrued performance goals versus actual, achieved-to-date, monthly and accrued outcomes. In its monthly reports, Contractor will provide information on employment outcomes that is verifiable at the time of reporting and supported by documentation (e.g., pay stubs, offer letters, employment verification letters). The contract will establish the authority of work2future to declare fiscal and administrative probation status, including the possibility of disallowed costs, for Contractors not providing monthly performance reports and/or not completing other program status reports.

3.19.5. Any Proposer providing a proposal in response to this RFP that has received a request for corrective action and/or a corrective action plan and/or a request for repayment of disallowed costs from a funding source within the last three (3) years shall provide, as part of its proposal, details sufficient to explain why the corrective action and/or repayment was requested by the funding source and, for corrective actions, what strategy or strategies were provided by the Contractor as part of the corrective action plan(s) to address the reason(s) that the corrective action was requested or imposed, and whether the corrective action plan was implemented by the Contractor and/or the matter resolved to the satisfaction of the funding source.

3.19.6. work2future staff will be responsible for reporting to the State and will field all requests from the Chief Elected Official (the Mayor of San José), as well as requests from work2future, the media, other members of the Bay Peninsula Planning Unit, and other interested stakeholders. The selected Contractor will be expected to support reporting requests as needed and will respond to reporting requests made by work2future and its staff in a timely manner.

3.19.7. Contractor(s) shall accurately enter all required participant data into CalJOBS.

3.20.BRANDING:

3.20.1. WIOA-funded programs will follow federal, state, and work2future branding guidelines. The selected Contractor(s) will not use their brand or promote their own organization without the explicit written permission of the work2future Director. Further, the selected Contractor(s) will actively identify work2future as the provider of services received by WIOA participants.

3.21.PARTNERSHIPS AND REFERRALS:

3.21.1. Adult/Dislocated Worker and Youth Program service providers are mandated partners in the WIOA One Stop service delivery system. As such, the selected Contractor(s) will be part of a continuum of services and must work in collaboration with WIOA-required partners as well as other local entities that carry out workforce development activities.

3.21.2. work2future has entered into a Memorandum of Understanding (“MOU”) with each required WIOA partner. Proposer agrees, by submitting a response to this RFP, to the terms of that MOU. The MOU includes:

- 3.21.2.1. The services that will be provided through the workforce system, including the way the services will be coordinated and delivered.
 - 3.21.2.2. Methods of referral between the WIOA system partners.
 - 3.21.2.3. Methods to ensure the needs of system customers will be met, including workers, youth, individuals with barriers to employment, and individuals with disabilities.
 - 3.21.2.4. Cost sharing among WIOA system partners.
- 3.21.3. The MOU is available for review as an addendum to this RFP.
- 3.21.3.1. The Selected Proposer(s) shall comply with the terms of the MOU and the responsibilities required of the Adult/Dislocated Worker and Youth Program service providers. The selected Contractor(s) shall develop or maintain appropriate referral mechanisms to ensure that participants can access the services that they require to support their success.
- 3.21.4. Selected Proposer(s) will be required to enter into an agreement with the City containing the City's Standard Terms and Conditions set forth in Attachment E. If you have any exceptions to the City's Standard Terms and Conditions, you must note them in your proposal. Exceptions to the City's Standard Terms and Conditions may, at the City's sole discretion, result in disqualification of your proposal without further review. Indicate whether you have or do not have exceptions by completing the "Acceptance of Terms and Conditions" form in your WebGrants Application.
- 3.21.5. If the Proposer wants to sub-contract elements of the program, provide the subcontractor's organization name, qualifications, and a letter from the subcontractor acknowledging the ability and willingness to provide the services. If the Proposer is approved to provide services under this RFP, the Contractor will execute a subagreement with the subcontractor(s) describing the roles and responsibilities of each party.

3.22. PERFORMANCE INDICATORS AND GOALS

- 3.22.1. Annual performance goals will be established before the start of the program year and will be monitored on a quarterly, or as needed, basis. Goals will be set in each of the following categories:
- 3.22.1.1. Employment Rate – 2nd Quarter After Exit: The percentage of program participants who are in unsubsidized employment during the second quarter after exiting from the program.
 - 3.22.1.2. Employment Rate – 4th Quarter After Exit: The percentage of program participants who are in unsubsidized employment during the fourth quarter after exiting from the program.
 - 3.22.1.3. Median Earnings: The median earnings of program participants who are in unsubsidized employment during the second quarter after exiting from the program.
 - 3.22.1.4. Attainment of a Degree or Certificate: The percentage of program participants who obtain a recognized postsecondary credential or a secondary school diploma or its recognized equivalent during participation in the program or within one (1) year after exiting from the program.

3.22.1.4.1. Please note that the State of California Employment Development Department Directive, WSD 19-03, released on August 28, 2019, states that the following credentials/certificates are not recognized postsecondary credentials:

- 3.22.1.4.1.1. Occupational Safety and Health Administration 10-hour course on job-related common safety and health hazards (OSHA 10).
- 3.22.1.4.1.2. Microsoft Office, Customer Service, and/or General Office.
- 3.22.1.4.1.3. National Career Readiness Certification.
- 3.22.1.4.1.4. National Retail Federation Credentials.
- 3.22.1.4.1.5. ServSafe Food Handler's Certification.
- 3.22.1.4.1.6. Cardio Pulmonary Resuscitation (CPR) Certification.

3.22.1.5. Measurable Skills Gain: The percentage of program participants who, during the program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains toward such a credential or employment.

3.22.1.6. Business Services: The State of California has established the following goals for California WDBs: 1. Retention with the same Employer, and 2. Repeat Business Customers. Once the United States Department of Labor ("DOL") finalizes employer measures, the California Employment Development Department ("EDD") and the California Workforce Development Board ("CWDB") will determine the best long-term solution for capturing and reporting this data. The Contractor(s) will be responsible for collecting data relevant to the Business Services performance measures and providing it to work2future.

3.22.2. If the Contractor is not meeting expected performance levels, work2future staff may request corrective actions, impose corrective action plans and/or conduct additional monitoring. Failure to meet performance levels may be cause for termination or reduction of the contract.

3.23. Local Goals

3.23.1. The local goals established by work2future for Adults/Dislocated Workers for Program Year 2019-20 are as follows:

Adult/Dislocated Worker Performance Goals, 2019-20	Adult	Dislocated Worker
Employment Rate – 2nd Quarter After Exit	56.0%	62.0%
Employment Rate – 4th Quarter After Exit	55.0%	65.0%
Median Earnings (2 nd Quarter)	45,800	\$8,800
Attainment of a Credential	54.0%	58.0%
Measurable Skills Gain	Baseline	Baseline
Business Services	<i>A baseline is yet to be established for this measure.</i>	<i>A baseline is yet to be established for this measure.</i>

Performance goals are negotiated annually with the State so are subject to change.

3.23.2. The local goals established by work2future for Youth for Program Year 2019-20 are as follows:

Youth Performance Goals, 2019-20	Youth
Education and Employment Rate – 2nd Quarter After Exit	61.0%
Education and Employment Rate – 4th Quarter After Exit	63.0%
Median Earnings (2 nd Quarter)	Baseline
Attainment of a Credential	54.0%
Measurable Skills Gain	Baseline

3.23.3. WDB-Approved Program Performance Outcomes:

- 3.23.3.1. Contractor shall meet the goal of placing a minimum of 50% of enrolled clients in occupations in career pathways in Priority Industry Sectors or In-Demand Occupations.
- 3.23.3.2. Contractor shall meet the goal of placing no more than 25% of enrolled clients in occupations in other sectors.
- 3.23.3.3. The total of the number of clients placed in career pathways in Priority Industry Sectors or In-Demand Occupations plus the number of clients placed in other sectors must equal an amount no less than 75% of the total number of closed and exited clients.
- 3.23.3.4. The WDB will monitor performance operating plan on an ongoing basis. If Contractor shows the inability to consistently meet or exceed contracted goals, WDB reserves the right to reduce or terminate contract.

The provisions in the following sections apply to services to Adults and Dislocated Workers.

4. TARGET POPULATION

- 4.1. Definitions for WIOA “Adult” and “Dislocated Worker” may be found in the Workforce Innovation and Opportunity Act, Section 3.2 and 3.15 respectively:

<https://www.gpo.gov/fdsys/pkg/PLAW-113publ128/pdf/PLAW-113publ128.pdf>. Additional guidance regarding WIOA definitions and program eligibility may be found in DOL Employment and Training Administration (“ETA”) Training and Employment Guidance Letter (“TEGL”) No. 19-16: https://wdr.doleta.gov/directives/attach/TEGL/TEGL_19-16_acc.pdf. .

- 4.2. Proposers should be familiar with the guidance published in EDD Directive WSD 18-03, Subject: Pathways to Services, Referral, and Enrollment (August 29, 2018), which ensures that the workforce system in California is inclusive of all populations and promotes flexibility in how services are delivered across the state. This Directive may be found at: https://www.edd.ca.gov/Jobs_and_Training/pubs/wsd18-03.pdf.
- 4.3. Proposers should be familiar with the guidance published in EDD WSD 19-04, Subject: Priority of Service for Veterans and Eligible Spouses (September 11, 2019), which provides the guidance and establishes the procedures regarding the priority of service requirement for veterans and their eligible spouses for DOL funded programs and services. This Directive may be found at: https://www.edd.ca.gov/Jobs_and_Training/pubs/wsd19-04.pdf.

4.4. ADULT/DISLOCATED WORKER SERVICE DELIVERY

- 4.4.1. Targeted Priority Adult Populations as defined in WIOA Section 3 (24)
- 4.4.1.1. Veterans (and eligible spouses)
 - 4.4.1.2. Individuals on public assistance or low-income
 - 4.4.1.3. Basic skills deficient (including ESL)
- 4.4.2. Targeted Dislocated Worker Populations
- 4.4.2.1. Long-term Unemployed
 - 4.4.2.2. Workers Dislocated from High Tech Industries
- 4.5. Contractor(s) services shall prepare every enrolled customer for job readiness, using the AJCC as an on-ramp for customer skill development and attainment of industry-recognized credentials for demand occupations and career pathways.
- 4.6. Contractor(s) shall provide a staffing model for a suggested customer-to-Career Coach ratio of 60-1 for services in the AJCC and greater community. The 60-1 ratio does not include clients carried over from previous years or exited clients receiving follow-up services.
- 4.7. Contractor(s) will be responsible to assist work2future, local community colleges, and designated Priority Industry Sector employers to develop cohort training programs to train groups of WIOA participants in in-demand occupations.

4.8. Basic Career Services

- 4.8.1. The selected Contractor(s) shall provide the following services which require minimal staff assistance and must be made available to all job seekers:

- 4.8.1.1. Outreach, Intake and Orientation to Services: Outreach activities include without limitation the publication and dissemination of information on available

services directed to potentially eligible individuals. Contractor(s) will focus, but not limit, their outreach efforts on job seekers that, although they have barriers to employment, can successfully utilize the services and skills upgrades provided to enable them to meet local employers' needs. The intake process involves collection of the basic information required to determine eligibility. Orientation to services is the process of informing potential WIOA participants of a broad menu of available services and resources.

- 4.8.1.2. Program Eligibility Determination: This activity involves obtaining and documenting customer information, comparing it to WIOA eligibility criteria, and determining whether an individual is qualified to participate in a WIOA program.
- 4.8.1.3. Initial Assessment: This service involves gathering basic information on the individual's skill levels, aptitudes, abilities, barriers and supportive service needs. The CASAS™ appraisal test (or equivalent assessment tool) is used to determine initial skill levels.
- 4.8.1.4. Referrals: The referral process involves coordination with other programs, generally to provide non-WIOA services, activities and support to an individual seeking assistance through WIOA.
- 4.8.1.5. Workforce and Employment Labor Market Information and Statistics: This service involves providing individuals with statistical data on employment levels and projections, unemployment rates, wages and earnings, training and careers.
- 4.8.1.6. Performance and Program Cost Information on Eligible Providers of Training Services: This service involves providing potential participants with information on local training services providers eligible to receive WIOA funds.
- 4.8.1.7. Performance Information Relating to the Job Center Delivery System: This service involves providing potential participants with information on the local area's recent performance outcomes.
- 4.8.1.8. Financial Aid Assistance for Training and Education Programs: This service involves providing guidance to individuals on establishing their eligibility for financial aid assistance for training and education programs that are not provided under WIOA.
- 4.8.1.9. Information and Assistance Regarding Filing Claims under Unemployment Insurance ("UI") Programs: This service involves providing potential participants with information on filing claims for state benefit payments. Claims may be filed online or via telephone available at the AJCCs.

4.9. Individualized Career Services

While Basic Career Services only require registration of job seekers, all other WIOA Title 1 funded services require enrollment. Contractor(s) must provide all enrolled participants both Career Planning (also called case management) and the development of an Individual Employment Plan (“IEP”).

In order to minimize carry-over clients, Contractor(s) must have a strategy in place to ensure that enrollment goal has been reached before March 31 of each program year.

4.9.1. Contractor(s) must make the following individualized career services available to job seekers if these services are determined to be appropriate for obtaining or retaining employment:

- 4.9.1.1. Comprehensive and Specialized Assessments that align with career pathways in the Priority Industry Sectors and In-Demand Occupations, using industry sector strategies;
- 4.9.1.2. Individual Employment Plans specifying employment goals, educational achievement objectives, planned services to reach goals and objectives, and information on training providers and supportive services;
- 4.9.1.3. Group and/or Individual Counseling and Mentoring relating to career planning;
- 4.9.1.4. Short-term Prevocational Workshops and online training to develop learning and communication skills needed for longer-term training and unsubsidized employment;
- 4.9.1.5. Internships and Work Experience linked to career goals;
- 4.9.1.6. Workforce Preparation Workshops and online training to assist individuals to develop basic academic, critical thinking, digital literacy and self-management skills;
- 4.9.1.7. Financial Literacy Services;
- 4.9.1.8. Job Search and Relocation Assistance to include Labor Market research;
- 4.9.1.9. English Language Acquisition and Integrated Education and Training Programs.
- 4.9.1.10. Other services as appropriate, whether funded by WIOA or funded by other grants.

4.10. Follow-Up Services

- 4.10.1. The selected Contractor(s) will provide follow-up services for all participants placed in unsubsidized employment for up to 12 months after exit. Provision of counseling about the workplace is an example of an acceptable follow-up service.

4.11. TRAINING SERVICES

- 4.11.1. WIOA is designed to increase participant access to training and employment services. Training services are provided to equip individuals to enter the workforce and retain employment. WIOA funding for training is limited to participants who (1) are unable to obtain grant assistance from other sources to pay training costs, or (2) require assistance beyond that available under grant assistance from other sources to pay training costs and related support services. The selected Contractor(s) will be required to coordinate WIOA funds with funds from other sources and must consider the availability of other grant assistance to pay for training costs, such as Temporary Assistance to Needy Families ("TANF"), State-funded training funds and federal Pell Grants, so that WIOA funds supplement other sources of training grants.
- 4.11.2. Local workforce development boards must spend at least 30% of the combined total of their Adult/Dislocated Worker WIOA formula fund allocations on training services. Local boards may apply designated leveraged resources used for training (up to 10% of the combined total of the Adult/Dislocated Worker formula fund allocation) toward meeting the minimum training expenditure requirement. Please see EDD Directive WSD14-1 for additional information on acceptable sources of leveraged resources at: https://www.edd.ca.gov/Jobs_and_Training/pubs/wsd14-1.pdf. The selected Contractor(s) will be responsible to work with work2future to ensure that the training expenditure requirement is met.
- 4.11.3. The selected Contractor(s) will provide participants with access to the following training services, both WIOA funded and funded by other grants, if and as indicated in the participant's IEP:
- 4.11.3.1. Occupational skills training, including training for non-traditional employment;
 - 4.11.3.2. On-the-job training, including registered apprenticeships;
 - 4.11.3.3. Incumbent worker training [WIOA Section 134(d)(4)];
 - 4.11.3.4. Workplace training and cooperative education programs;
 - 4.11.3.5. Private sector training programs;
 - 4.11.3.6. Skills upgrading and retraining;
 - 4.11.3.7. Entrepreneurial training;
 - 4.11.3.8. Transitional jobs in accordance with WIOA Section 134(d)(5);
 - 4.11.3.9. Job readiness training provided in combination with other training listed above;
 - 4.11.3.10. Adult education and literacy activities;
 - 4.11.3.11. Cohort (group) training for high demand occupations in Priority Industry Sectors;
 - 4.11.3.12. Online training.

The provisions in the following sections apply to services to Youth.

Contractor's youth program focus must be geared towards career pathways, drop-out recovery, education and referral to education that leads to the achievement of a high school diploma and/or recognized postsecondary credential and placement in work2future's Priority Industry Sectors and In-Demand Occupations.

5. TARGET POPULATION

5.1. To be eligible to participate in the program, an individual shall, at the time of the eligibility determination, be an Out-of-School ("OS") youth, as defined below:

An individual between the ages of 18 and 24 who is not attending any secondary or post-secondary school and meets at least one of the following criteria:

- 5.1.1. School dropout;
- 5.1.2. Within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter;
- 5.1.3. Recipient of a secondary school diploma or its recognized equivalent who is low-income and is:
 - 5.1.3.1. Basic Skills Deficient; or
 - 5.1.3.2. An English Learner;
 - 5.1.3.3. Subject to the juvenile or adult justice system;
 - 5.1.3.4. Homeless, a runaway, in foster care or has aged out of the foster care system, a child eligible for public assistance, or in an out of-home placement;
 - 5.1.3.5. Pregnant or parenting;
 - 5.1.3.6. An individual with a disability;
 - 5.1.3.7. A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.
- 5.1.4. Individuals enrolled in the following programs would be considered OS youth for eligibility purposes:
 - 5.1.4.1. WIOA Title II Adult Education, YouthBuild, or Job Corps;
 - 5.1.4.2. A charter school program that provides instruction exclusively in partnership with WIOA, federally-funded Youth Build programs, federal Job Corps training or instruction, or California Conservation Corps or a state certified local conservation corps;

5.2. Definitions:

5.2.1. Adult Education: see WIOA Section 203.1

5.2.2. School dropout: See WIOA Section 3 (54)

5.2.3. Alternative school: See Education Code Section 58500

- 5.3. A youth participant's eligibility is determined at intake; therefore, the youth remains eligible for youth services until exited. For example, an individual who is an OS youth at time of enrollment and is subsequently placed in a GED program at an adult school, or any school, is still considered an OS youth.
- 5.4. The service delivery strategy must minimize the number of participants carried over to the following program year. To minimize carry-over participants, all enrollments must be completed by March 31 of each year.
- 5.5. Should the Contractor(s) be contacted by in-school youth who cannot be served by contracts funded under this RFP, it will be expected to make appropriate referrals to other service providers who provide services to in-school youth including the San José Works ("SJ Works") program.
- 5.6. For citations and further guidance and definitions, Contractor(s) should refer to the following resources:
 - 5.6.1. Department of Labor's Employment and Training Administration Training and Employment Guidance Letter 8-15:
https://wdr.doleta.gov/directives/attach/TEGL/TEGL_08-15.pdf.
 - 5.6.2. California Employment Development Department Directive WSD 17-07:
http://www.edd.ca.gov/Jobs_and_Training/pubs/wsd17-07.pdf.

5.7. SERVICE DELIVERY

Employer relationships are important to ensure many opportunities for youth to gain work experience. At least twenty (20) percent of local Youth formula funds must be used for work experiences, such as summer and year-round employment, pre-apprenticeship, on-the-job training, internships and job shadowing. Contractor will be responsible for having a strategy in place to develop relationships with employers in the Priority Industry Sectors that can provide work experiences to work2future youth.

At a minimum, youth programs shall include the following program design elements:

5.7.1. Outreach:

5.7.2. Recruitment

- 5.7.2.1. Contractor will perform sufficient outreach to target and recruit youth within the service delivery area(s) that meet the eligibility requirements for WIOA out-of-school youth.

- 5.7.2.2. Contractor(s) will focus, but not limit, their outreach efforts on youth that, although they have barriers to employment, can successfully utilize the services and skills upgrades provided to enable them to meet local employers' needs.

5.7.3. Intake

- 5.7.3.1. Contractor will conduct an intake process with youth that will involve prescreening for eligibility determination and providing an orientation of youth program services. Should Contractor be contacted by in-school youth who cannot be served under this agreement, they will be expected to make appropriate referrals to other community partners who provide services to in-school youth, including the City of San José's SJ Works program, or refer youth to self-help basic career services at the AJCC.

- 5.7.3.2. Assure WIOA enrollment readiness.

- 5.7.3.3. Prepare all eligibility documentation.

5.7.4. Assessment:

- 5.7.4.1. Assess each applicant's initial skills level using the CASAS™ appraisal test.

- 5.7.4.2. Contractor will provide a comprehensive assessment for all participants interested in pursuing education, training and employment.

5.7.5. Develop Individual Service Strategy ("ISS") for each enrolled participant:

- 5.7.5.1. Include goals and planned activities to attain those goals.

- 5.7.5.2. Using the information gathered during the comprehensive assessment phase, Contractor will develop a mutually agreeable ISS with youth participants. Contractor will ensure that youth participants are screened for basic skills, complete a pre-application and/or equivalent, and ensure that adequate information about the need for training, as specified in the ISS, is on record. During this time, Contractor shall present information on career ladders, in-demand occupations, salary levels, and other incentives and resources available to participants.

- 5.7.5.3. Contractor will enter 100% of youth participants' enrollments in the State CalJOBS system within three (3) days of enrollment, showing, at a minimum, the results of all assessments, and all goals and activities planned and agreed to by the youth participant at the time of intake.

5.7.6. Job Sourcing: Job sourcing is important in helping to place participants in work experience activities and in subsidized and unsubsidized employment. Proposers must describe how they will conduct outreach to employers, particularly in priority sectors, and how they will do so in coordination with work2future's business services team.

5.7.6.1. Utilize employer linkages and partnerships to identify internship and work experience opportunities in Priority Industry Sectors and In-Demand Occupations.

5.7.7. Referrals:

5.7.7.1. Identify areas of participant need apart from WIOA services and refer participant to appropriate agencies to address those needs

5.7.8. Basic Skills Remediation

5.7.8.1. Provide literacy and numeracy remediation to basic skills deficient clients with the objective for the youth to gain at least one educational functioning level as measured by the CASAS™ appraisal test.

5.7.9. Work Readiness Training

5.7.9.1. Soft skills, such as resume writing and interview techniques

5.7.9.2. Computer literacy

5.7.9.3. Financial literacy

Please note that the work readiness training described in section 5.6.9 above can be provided by the Contractor(s) or an AJCC partner organization or approved third-party subcontractor training providers.

5.7.10. Referrals to work experience

5.7.10.1. Work experience activities are expected to be a priority service, such as summer jobs and year-round employment, pre-apprenticeships, on-the-job training, internships, and job shadowing.

5.7.11. Job Skills Workshops

5.7.12. Career Technical Training

5.7.12.1. Contractor will provide referrals to occupational skills training for youth participants if deemed appropriate by Contractor staff or case manager. Youth participants may not begin training until after all appropriate documentation has been approved and recorded in the State CalJOBS system. Contractor may

provide occupational skills training through a third party, a partner or may provide the training itself, so long the occupational skills training is in the WDB priority sectors and will lead to a credential or certification.

5.7.13. Coordination with the providers of WIOA services to adults to identify opportunities for co-enrollment to ensure participants have every opportunity for training.

5.7.14. Follow Up Services: Provide documented follow up services for a minimum of 12 months

5.7.15. Other services as appropriate, whether funded by WIOA or funded by other grants.

5.8. Services will be provided to youth that are residents of the San José Silicon Valley WDB service delivery area. All services will focus on the San José Silicon Valley WDB's in-demand occupations and/or priority sectors (see Section 3.15). Contractor(s) will be responsible for developing training programs or working with existing training providers that currently offer training programs to the priority sectors, utilizing labor market data and input from priority sector employers.

5.9. The service delivery strategy must minimize the number of participants carried over to the following program year. To minimize carry-over participants, all enrollments must be completed by March 31 of each year. All participants carried over must be placed by September 30th of the following program year. Should a Contractor(s) be selected who is not currently under contract to serve WIOA Out of School youth, they will be required to assume responsibility for participants carried over from previous program years, if any participants require continued services under program requirements.

5.10. **Fourteen (14) Youth Program Elements**

Contractor has the discretion to determine what specific program services, whether funded by WIOA or funded by other grants, a youth participant receives based on each participant's objective assessment and individual service strategy. Therefore, Contractor's youth program is not required to provide every youth program element to each participant as listed below. However, Contractor must make all 14 elements available so that all youth can receive whichever of the services is appropriate to their ISS.

At a minimum, the following WIOA program elements must be made available to participants, either through direct service provision or referral to partner organizations:

5.10.1. Tutoring and drop-out prevention;

5.10.2. Alternative secondary school services;

- 5.10.3. Paid and unpaid work experiences;
 - 5.10.4. Occupational skill training;
 - 5.10.5. Education offered concurrently with workforce preparation activities;
 - 5.10.6. Leadership development opportunities;
 - 5.10.7. Supportive services;
 - 5.10.8. Adult mentoring;
 - 5.10.9. Follow-up services, for at least twelve (12) months after the completion of participation;
 - 5.10.10. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling;
 - 5.10.11. Financial literacy education;
 - 5.10.12. Entrepreneurial skills training;
 - 5.10.13. Services that provide labor market and employment information; and
 - 5.10.14. Activities that help youth prepare for and transition to post-secondary education and training.
- 5.11. For further detail on the above required WIOA program elements, please refer to the Department of Labor's Employment and Training Administration Training and Employment Guidance Letter 8-15:
https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=6073.

6. MINIMUM QUALIFICATIONS

- 6.1. At least five (5) years of experience providing Adult/Dislocated Worker or Youth Services. Experience with federally funded programs is preferred.
- 6.2. At least two (2) years of experience using the CalJOBSSM system as a paperless client management system.

7. HOW TO OBTAIN THIS RFP

- 7.1. This RFP is accessible from the WebGrants grant management system. Proposers wishing to respond to this solicitation must register with WebGrants at www.grants.sanjoseca.gov. If you have a problem registering, contact Colleen Brennan at colleen.brennan@sanjoseca.gov.
- 7.2. All addenda and notices related to this procurement will be posted by the City on WebGrants. In the event that this RFP is obtained through any means other than WebGrants, the City will not be responsible for the completeness, accuracy, or timeliness of the document.
- 7.3. There is no cost to the Proposer to register, receive notifications, or submit responses for City of San José solicitations using WebGrants.

8. TERM OF AGREEMENT

It is anticipated that the initial term of the agreement resulting from this solicitation will be one (1) year with four (4) one-year options to extend depending on performance, funding availability and WDB approval.

9. BUDGET

- 9.1. Proposer must show financial stability and sustainability as documented by the Audited Financial Statements and Financial Dashboard, which are to be uploaded as part of Proposers' application.
- 9.2. Proposer shall submit a budget for the last three (3) quarters of Program Year 2020-2021 based on the following, as applicable:
 - 9.2.1. Adult and Dislocated Worker Services:
 - 9.2.1.1. Individualized Career Services to a minimum of 600 individuals in the first year in the San Jose Area with a cost per participant not to exceed \$2,700.
 - 9.2.1.2. Individualized Career Services to a minimum of 150 individuals per year in the South County Area with a cost per participant not to exceed \$2,700.
 - 9.2.2. Youth Services
 - 9.2.2.1. Services to a minimum of 120 individuals per year in the San Jose Area with a cost per participant not to exceed \$7,000.

- 9.2.2.2. Services to a minimum of 30 individuals per year in the South County Area with a cost per participant not to exceed \$7,000.

The number of individuals to be served may change due to changes in funding availability.

- 9.3. The selected Contractor(s) will be required to provide matching funds to support the program(s) in the form of one or more of the following:

- 9.3.1. Cash

- 9.3.2. A percentage or total of a staff person's salary/benefits

- 9.3.3. Supplies or equipment

- 9.3.4. Supportive Services

- 9.4. There is no required percentage of matching funds. The proposed amount of matching funds in the proposal's budget will be taken into account when reviewing and scoring Proposer's budget.

- 9.5. Please complete the Budget Narrative forms and the Budget forms within the Application Forms in WebGrants. The budget should represent a one-year projection of expenses and include sufficient detail to permit review and assessment of the proposed use of funds for the management and delivery of the proposed services.

- 9.6. All costs must be necessary, reasonable and allowable under a federal or state award and meet the general allowability criteria established by the Office of Management and Budget, and/or the Uniform Grant Management Standards, as applicable. If selected, the proposed budget and budget narrative will serve as a basis for contract negotiation. The proposed budget should include only the cost of those management and operations activities requested in this RFP. Once final contracts are awarded, the WDB will be responsible for designating cost categories and the allocation of funding streams, as well as determining the amount and indicators for performance-based payments.

- 9.7. Personnel Costs: For each staff member, include staff title, salary and fringe benefits amounts.

- 9.8. Non-Personnel Costs: Include costs of supplies and other miscellaneous costs anticipated. The WDB provides internet, phones, custodial services, security services and utilities.

- 9.9. Participant Costs: Include cost per participant for skills measurement assessments.

- 9.10. Indirect Costs: Indirect costs must not exceed 10% and must have a cost allocation plan included in the Budget Narrative.

- 9.11. Supportive Services funding will be provided directly to clients outside of the contract.

10. PROCEDURE FOR SUBMITTING QUESTIONS AND INQUIRIES

- 10.1. All questions and inquiries regarding this RFP (including, but not limited to, questions about the services to be procured, any discrepancies or omissions, or requests for clarifications)

must be submitted via email to Colleen Brennan at colleen.brennan@sanjoseca.gov prior to the specified Q&A deadline, Thursday, May 14, 2020 at 4:00 p.m. PACIFIC TIME.

10.2. Answers to questions received by the City, including those from the Pre-Proposal Technical Assistance conference, will be posted within 24 hours after receiving questions on WebGrants in an addenda to this RFP and in no circumstances later than Monday, May 18 2020 at 1:00 p.m. PACIFIC TIME.

10.3. The City shall not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives.

11. OBJECTIONS

11.1. Any objections as to the structure, content, or distribution of this RFP must be submitted in writing to the Procurement Contact for this solicitation. Objections must be as specific as possible and must identify the RFP section number and title, as well as a description and rationale for the objection. Objections may not be based on the award recommendation, which must be addressed in accordance with the Protests Section of this RFP is

11.2. All objections, questions, and inquiries must be received by the indicated Questions and Answers Deadline for this RFP.

12. PROPOSAL SUBMITTAL REQUIREMENTS

12.1. Proposals must be submitted by Tuesday, May 19, 2020 at 4:00 p.m. Pacific Time. Proposals will be accepted only via WebGrants. WebGrants will not accept proposals submitted after the submittal deadline in the procurement timeline located in the WebGrants Opportunity Attachments Component.

12.2. Refer to the procurement timeline in the WebGrants Opportunity Attachments Component for due dates and delivery method.

13. ATTACHMENTS

Attachment forms are provided for reference only. Actual forms are to be found in the WebGrants application form or components menu.

13.1. Attachment A – [Included in Application Form] Proposal Certification Form

13.2. Attachment B – [Included in Application Form] Proposer Questionnaire

13.3. Attachment C – [Included in Application Form] Cost Form

13.4. Attachment D – Request for Local and Small Business Enterprise Preference:
N/A.

13.5. Attachment E – [Included in Components Menu] City's Standard Terms and Conditions Including Insurance Requirements
Selected Proposer(s) will be required to enter into an agreement with the City containing the City's Standard Terms and Conditions set forth in Attachment E. If you have any exceptions to the City's Standard Terms and Conditions, you must note them in your proposal. Exceptions to the City's Standard Terms and Conditions may, at the City's sole discretion, result in disqualification of your proposal without further review. Indicate whether you have or do not have exceptions by completing the "Acceptance of Terms and Conditions" form in your WebGrants Application.

13.6. Attachment F – [Included in Application Form] Customer Reference Form

13.7. Attachment G – [Included in Application Form] Conflict of Interest Form

14. SELECTION PROCESS AND EVALUATION CRITERIA

14.1. Selection Process

- 14.1.1. Internal and external subject matter experts will be requested to evaluate responses. The City reserves the right to rely on information from sources other than the information provided by respondents.
- 14.1.2. Responses will be evaluated as outlined in this section.
- 14.1.3. The City reserves the right to interview (oral interviews) any or all respondents, at its sole discretion.
- 14.1.4. Final award shall be contingent upon the selected vendor accepting the City's standard terms and conditions, including applicable insurance requirements, as specified in Attachment E of this RFP.
- 14.1.5. City reserves the right to accept an offer in full, or in part, or to reject all offers.

14.2. Evaluation Criteria

Proposals will be evaluated separately for Adult/Dislocated Worker Services and Youth services. Proposers will be required to complete application forms applicable to both populations only one time. If Proposer is proposing to serve both populations (Option E or F), The points for only those forms applicable to both populations will be transferred to the evaluation for the other population.

Description	Weight
Proposal Responsiveness and Minimum Qualifications	Pass/Fail
Organization, Structure, Experience and Past Performance	15
Staffing Plan and Organizational Chart	20
Employer Linkages	20
Service Delivery Strategy	30
Budget & Financial	15
Total	100

14.3. Insufficient Proposals

If insufficient responsive proposals are received, the City reserves the right to reissue this RFP or a new RFP, or to enter into a sole source procurement, if applicable, as allowed by law.

15. BEST AND FINAL OFFER (BAFO)

- 15.1. The City may elect, at its sole discretion, to conduct a Best and Final Offer ("BAFO") with one or more finalist(s) if additional information or clarification is necessary to make a final decision. The BAFO may allow finalist(s) to revise parts or all of their original submittals based on information provided by the City.
- 15.2. The City will send out the request for a BAFO with instructions addressing the areas to be covered and the date and time by which the BAFO response must be received by the City. After receipt of the BAFO, scores may be adjusted based on the new information received in the BAFO.

- 15.3. The City will request only one BAFO unless the City's Purchasing Officer determines that another BAFO is warranted.
- 15.4. Vendors are cautioned that the issuance of a BAFO is optional and at the sole discretion of the City. Therefore, vendors should not assume that there will be an additional opportunity to amend their RFP responses after the original submission. Vendor may not request an opportunity to submit a BAFO.

16. GROUNDS FOR DISQUALIFICATION

- 16.1. All Proposers are expected to have read and understand the "Procurement and Contract Process Integrity and Conflict of Interest," Section 7 of the Consolidated Open Government and Ethics Provisions adopted on August 26, 2014. A complete copy of the Resolution 77135 can be found at:
<https://records.sanjoseca.gov/Resolutions/RES77135.PDF>.
- 16.2. Any Proposer who violates this policy may be subject to disqualification. Generally, the grounds for disqualification include:
 - 16.2.1. Contact regarding this procurement with any City official or employee or evaluation team member other than the Procurement Contact or Purchasing Officer from the time of issuance of this solicitation until the end of the protest period.
 - 16.2.2. Evidence of collusion, directly or indirectly, among bidders/Proposers in regard to the amounts, terms, or conditions of their responses.
 - 16.2.3. Influencing any City staff member or evaluation team member during the solicitation process, including the development of specifications.
 - 16.2.4. Evidence of submitting incorrect information in a solicitation response or misrepresenting or failing to disclose material facts during the evaluation process.
- 16.3. In addition to violations of the Process Integrity Guidelines, the following conduct may also result in disqualification:
 - 16.3.1. Offering gifts or souvenirs, even of minimal value, to City officers or employees.
 - 16.3.2. Existence of any lawsuit, unresolved contractual claim, or dispute between bidder/Proposer and the City.
 - 16.3.3. Evidence of bidder's/Proposer's inability to successfully complete the responsibilities and obligations of the response.
 - 16.3.4. Bidder's/Proposer's default under any City agreement resulting in termination of such agreement.
 - 16.3.5. Evidence of any wage theft judgements as described in the Proposal Certification Form.

17. CONFLICT OF INTEREST

- 17.1. In order to avoid a conflict of interest or the perception of a conflict of interest, Proposer(s) selected to provide services under this RFP will be subject to the following requirements:
 - 17.1.1. The Proposer(s) selected under this RFP will be precluded from submitting proposals or bids as a prime contractor or subcontractor for any future procurement with the City if the specifications for such procurements were developed or influenced by the work performed under the agreement(s) resulting from this RFP.
 - 17.1.2. Proposer(s) may not have any interest in any potential Proposer for future City procurements that may result from the work performed under the agreement resulting from this RFP.
 - 17.1.3. In order to determine whether such interest may exist, all Proposers must complete the Conflict of Interest Form in the WebGrants Application.

18. GENERAL INFORMATION

- 18.1. The deadline for response submittal is critical and must be adhered to as specified.
- 18.2. The City reserves the right to accept or reject any item or group(s) of items of a response. The City reserves the right to award by line item if it is found to be in the City's best interest to do so.
- 18.3. The City also reserves the right to waive any informality or irregularity in any submitted response.
- 18.4. Additionally, the City may, for any reason, decide not to award a contract as a result of this RFP or to cancel the RFP altogether.
- 18.5. The City shall not be obligated to respond to any submitted response nor be legally bound in any manner by submission of the response.
- 18.6. The City may, in its sole discretion, issue multiple awards for this solicitation.
- 18.7. Do not include California retail sales tax in your cost. The City will work with the selected vendor(s) to add sales tax as appropriate and will incorporate it into the final agreement(s).
- 18.8. The City of San José is exempt from federal excise tax, including federal transportation tax. The City will provide an exemption certificate as appropriate.
- 18.9. Any statistical information contained in this RFP is for informational purposes only. The City shall not be responsible for the complete accuracy of said data.
- 18.10. Any estimated quantities provided are for quoting purposes only and are not to be interpreted as a guarantee to purchase any amount.
- 18.11. Any variations from the estimated quantities does not entitle the Proposer to an adjustment in unit pricing or rates.
- 18.12. The City reserves the right to verify any information provided during the RFP process and may contact any Proposer-provided references, as well as any other persons known to have contracted with the Proposer.
- 18.13. The City will require financial statements as certified by an independent Certified Public Accountant.
- 18.14. The laws of the State of California shall govern this RFP process and any resulting agreements.
- 18.15. All goods and services provided to the City shall comply with all City policies, rules, and regulations which may be in effect during the term of the agreement, as well as all federal, state, and local statutes, ordinances, and regulations. The successful vendor is also required to comply with all applicable equal opportunity laws and regulations.
- 18.16. The City shall not be liable for any pre-contractual expenses incurred by prospective vendors or selected contractors, including, but not limited to, costs incurred in the preparation or submission of RFP responses. The City shall be held harmless and free from any liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.
- 18.17. Failure to carefully read and understand this RFP, including all attachments, forms, exhibits, appendices, and addenda, may cause the bid response to be out of compliance or rejected by the City or may legally obligate the bidder/Proposer to more than it intends or realizes.
- 18.18. Failure to complete and submit all required forms and information as detailed in this RFP may result in disqualification.

- 18.19. A submitted response to this RFP constitutes the Proposer's offer to provide the City the item(s) or services specified at the proposed price(s) on the terms and conditions set forth in this complete RFP package.

19. INSURANCE REQUIREMENTS

Insurance requirements are applicable to this solicitation. The awarded vendor must provide proof of insurance meeting the specified requirements within five (5) calendar days after award.

20. PUBLIC NATURE OF PROPOSAL MATERIAL

- 20.1. All correspondence with the City including responses to this RFP will become the exclusive property of the City and will become public records under the California Public Records Act (Cal. Government Code section 6250 et seq.) All documents submitted to the City will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.
- 20.2. Any response which contains language purporting to render all or significant portions of their bid response "confidential," "trade secret," or "proprietary," or fails to provide the exemption information required as described below will be considered a public record in its entirety subject to the procedures described below.
- 20.3. Do not mark your entire RFP response as "confidential" or "proprietary."
- 20.4. The City will not disclose any part of any RFP response before it announces a Recommendation of Award on the grounds that there is a substantial public interest in not disclosing this information during the evaluation process. After the announcement of a Recommendation of Award, all submissions received in response to this RFP will be subject to public disclosure. If you believe that there are portions of your submission which are exempt from disclosure under the Public Records Act, you must mark them as such and state the specific provision in the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if you submit trade secret information, you must plainly mark the information as "trade secret" and refer to the appropriate section of the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption.
- 20.5. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of San José may not be in a position to establish that the information that a vendor submits is a trade secret. If a request is made for information marked "confidential," "trade secret," or "proprietary," the City will provide the vendor who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

21. PROTESTS

- 21.1. If an interested party wants to dispute the award recommendation, they must notify the work2future Director no later than ten (10) calendar days after the Notice of Intended Award is published. Protests must detail the grounds and factual basis for the protest and include all supporting information. Protests will not be considered for disputes of RFP requirements and specifications, which must be addressed in accordance with the Objections Section of this RFP. Failure to submit a timely written protest to the contact listed below will bar consideration of the protest.

- 21.2. Protests must be addressed to the following:
City of San José
Attn: Ms. Monique Melchor
5730 Chambertin Drive
San José, CA 95118
- 21.3. Protests may be submitted by email to Monique.melchor@sanjoseca.gov, with a copy to the RFP Procurement Contact.
22. The designated contact as noted above will respond to the protesting party, as well as any other vendor affected by the protest and/or protest decision.
23. CITY BUSINESS TAX
The Selected Proposer(s) must comply with San José Municipal Code Chapter 4.76 with respect to the payment of any applicable City Business Tax prior to the commencement of work. Contact Finance/Revenue Management by phone at (408) 535-7055 or email at businessstax@sanjoseca.gov to determine applicable tax costs. More information may also be obtained on the City's website at <http://www.csjfinance.org/>.
24. ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES
- 24.1. Bidders/Proposers are encouraged to offer Energy Star, Green Seal, EcoLogo, or EPEAT certified products. The City also suggests that bidders/Proposers offer products and services that are produced or delivered with minimal use of virgin materials, maximum use of recycled materials, and reduced waste, energy usage, water utilization, and toxicity in the manufacture and use of products.
- 24.2. Bidders/Proposers are encouraged to offer Energy Star certified products, products that meet FEMP (Federal Energy Management Program) standards for energy consumption, and products that are produced with recycled materials, where appropriate, unless otherwise requested in this RFP.

**ATTACHMENT A
PROPOSAL CERTIFICATION FORM**

Proposing Firm Name:	
Address:	
Telephone:	
Facsimile:	
E-mail:	
Contact Person and Title:	

PROPOSER REPRESENTATIONS

Proposer did not, in any way, collude, conspire, or agree, directly or indirectly, with any person, firm, corporation, or other Proposer in regard to the amount, terms, or conditions of this proposal.

Proposer additionally certifies that neither Proposer nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.

Proposer acknowledges that all requests for deviations, exceptions, and approved equals are enclosed herein and that only those deviations, exceptions, and approved equals included in the RFP document or permitted by formal addenda are accepted by the City.

Proposer did not receive unauthorized information from any City staff member or City Consultant during the Proposal period except as provided for in the Request for Proposals package, formal addenda issued by the City, or the pre-proposal conference.

Proposer hereby certifies that the information contained in the proposal and all accompanying documents is true and correct.

Please check the appropriate box below:

☐ If the proposal is submitted by an individual, it shall be signed by him or her, and if he or she is doing business under a fictitious name, the proposal shall so state.

☐ If the proposal is submitted by a partnership, the full names and addresses of all members and the address of the partnership shall be stated and the proposal shall be signed for all members by one or more members thereof.

☐ If the proposal is submitted by a corporation, it shall be signed in the corporate name by an authorized officer or officers.

☐ If the proposal is submitted by a limited liability company, it shall be signed in the corporate name by an authorized officer or officers.

☐ If the proposal is submitted by a joint venture, the full names and addresses of all members of the joint venture shall be stated and it shall be signed by each individual.

By signing below, the submission of a proposal with all accompanying documents shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that they have read and understand the RFP.

Authorized Representative Signature (sign name):	
Authorized Representative Name (print name):	
Authorized Representative Title (print title):	
Complete additional signatures below as required per # 6 above	
Authorized Representative Signature (sign name):	
Authorized Representative Name (print name):	
Authorized Representative Title (print title):	
Authorized Representative Signature (sign name):	
Authorized Representative Name (print name):	
Authorized Representative Title (print title):	

ATTACHMENT B PROPOSER QUESTIONNAIRE

These questions are provided here for reference only. Proposers are required to complete the form in the WebGrants application.

OPTIONS:

Please select the option(s) your organization proposing to serve:

Option A: Adult/Dislocated Worker Services in the San José Area

Option B: Youth Services in the San José Area

Option C: Adult/Dislocated Worker Services in the South County Area

Option D: Youth Services in the South County Area

Option E: Both Adult/Dislocated Worker Services AND Youth Services in the San José Area

Option F: Both Adult/Dislocated Worker Services AND Youth Services in the South County Area

Minimum Qualifications (Pass/Fail)

1. Does your organization have at least five (5) years of experience providing Adult/Dislocated Worker and/or Youth Services?
2. Does your organization have at least two (2) years of experience using the CalJOBSSM system as a paperless client management system?

Organization, Structure, Experience and Past Performance (15 POINTS)

1. Provide a clear and concise description of your organization's mission, structure, and staffing plan and describe how those elements contribute to the organization's capacity to meet the requirements and successfully provide the services requested within this RFP. If applicable, indicate how the elements are divided between Adult/Dislocated Worker services and Youth services.
2. Please describe your organization's experience in administering Workforce Investment Act ("WIA") or WIOA Adult and Dislocated Worker programs; any experience with other employment and training programs; any experience providing state or federal government-funded programs; or experience providing other workforce support programs within the past five (5) years. Please include the name of the program, amount of funding, location, type and scope of the programs or services, and the role of your agency as it relates to program operations. Indicate the number of clients served annually and the type of client population served. Include information on administration, planning, monitoring and evaluation. Please include the performance requirements and the related performance outcome data for the programs cited. Demonstrate and

provide examples of how your organization was performance-driven, flexible, innovative, and creative in the delivery of services.

3. Please describe your organization's experience following federal Office of Management and Budget Uniform Guidance and other Federal laws and regulations.

4. Please upload letters of reference from each of the three (3) organizations listed in the Customer Reference Form (Attachment F) that verify the quality, accountability and timely performance of your organization's performance under prior contracts.

5. Please describe your organization's experience serving diverse customers including, but not limited to:

Adult/Dislocated Worker Customers:

1. Economically disadvantaged individuals with little or no work experience, including the unstably housed individuals and other underserved populations;
2. Individuals with low educational attainment or low literacy proficiencies;
3. Veterans;
4. Individuals with disabilities;
5. Individuals with limited English ability;
6. Minorities;
7. Ex-offenders; and
8. Dislocated workers or those who may have experience and skills but have not worked for an extended period, and individuals dislocated from high-tech industries.

Include performance requirements and related performance outcome data to substantiate your success with these or similar populations.

Youth Customers:

1. School dropout;
2. Within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter;
3. Recipient of a secondary school diploma or its recognized equivalent who is low-income and is:
 - a. Basic Skills Deficient; or
 - b. An English Learner;
4. Subject to the juvenile or adult justice system;

5. Homeless, a runaway, in foster care or has aged out of the foster care system, a child eligible for public assistance, or in an out-of-home placement;
6. Pregnant or parenting;
7. An individual with a disability; and
8. A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.

Include performance requirements and related performance outcome data to substantiate your success with these or similar populations.

6. Describe any programs your organization has developed in collaboration with training and educational institutions and employers, or other agencies that provide wrap-around services, that will substantively support you in meeting the outcomes required in this RFP.

Staffing Plan and Organizational Chart (20 POINTS)

1. Please provide the Organization Chart for your organization.
2. For each staff member that will provide the services under this RFP, list the staff member's name, title, the percentage of staff member's time to be spent on WIOA Adult/Dislocated Worker and/or WIOA Youth services or activities, and the specific responsibilities of the staff member in performing the services in this RFP.
3. Please provide an up-to-date resume for each staff member that shows the relevance of the staff's education, skills, and experience to the services of this RFP, the clients to be served, and the geographical area you propose to serve. Include all language and cultural competencies of the staff member.

Employer Linkages (20 POINTS)

1. Please describe your organization's experience with job sourcing and job placement. Discuss the relationships built with businesses, and how those relationships resulted in positive outcomes for both the businesses and the individuals placed in employment. Describe strategic business relationships with employers in WDB Priority Industry Sectors and how the relationship with the employer meets the outcomes and goals in this RFP. Include the sector and nature of the business, the job titles of

individuals placed with the business, and percentage of successful retentions. Describe any employer linkages that provided career pathways for individuals placed with the employer.

Please supply the names of employers that your organization will leverage your relationship with to bring a full range of services to clients. Please provide the success rate of your organization's past performance with each employer.

2. Please describe other ways your organization works with businesses to develop and implement the workforce activities requested in this RFP. Examples include but are not limited to advisory groups, industry panels, support for curriculum development, and input on workforce needs of businesses.
3. Please upload letters of support from employers in the Priority Industry Sectors, describing the duration and nature of the strategic relationship and the extent to which the employer linkage leverages resources and impacts outcomes. Please combine all letters of support into one PDF document.
4. Please demonstrate, through your use of labor market information, your understanding of the Priority Industry Sectors.
5. Describe how the organization will reach out to employers to implement effective internships, work experience programs, and on-the-job training components.

Service Delivery Strategy (30 POINTS)

Adult/Dislocated Worker

1. Please describe the proposed service delivery strategy, including the menu of services to be provided, proposed hours of operation, the number and type of staff that will be available at each location (if applicable). Describe proposed relationships and interactions with mandated partners, AJCC partners, and other service providers.
2. Please describe how the service delivery strategy will focus on customer centered design, looking first at what the customer needs and then, using cultural competencies, developing an appropriate menu of services to meet those needs.
3. Upload a flow chart of the proposed client service delivery model showing the client path for Adult/Dislocated Worker Services, Training, and Follow-up.
4. Describe the organization's plan to ensure that staff is trained, and the organization is ready to implement WIOA services in the service delivery area on October 1, 2020. Include a transition plan that ensures that there is no disruption of service or access to program services.
5. If your organization is not presently a service provider for the San José Silicon Valley Workforce Development Board, describe how you will work with the WDB and the current service provider prior to

October 1, 2020 to prepare for an efficient transition of files and customer caseloads. Please include a timeline that details the transition steps to be taken and the anticipated completion date for each transitional activity.

6. Describe how outreach will be performed regarding the availability of services to Adults/Dislocated Workers in communities within the service delivery area. Describe how recruitment of Adults/Dislocated Workers will be conducted.

7. Describe the eligibility, assessment, case management and counseling services that will be provided to Adults/Dislocated Workers enrolled into WIOA.

8. Describe the career services, training services, and follow-up services to be provided to Adults/Dislocated Workers enrolled into WIOA.

9. Describe how the programs will be managed to meet or exceed each of the applicable performance standards.

10. Describe how customer feedback will be collected and used to make continuous improvements to services.

11. Describe how services will be coordinated with the AJCC operator and the mandated WIOA partners referenced in Section 3.21

Youth Services

1. Please describe the proposed service delivery strategy, including the menu of services to be provided, proposed hours of operation, the number and type of staff that will be available at each location (if applicable). Describe proposed relationships and interactions with mandated partners, AJCC partners, and other service providers.

2. Please describe how the service delivery strategy will focus on customer centered design, looking first at what the customer needs and then, using cultural competencies, developing an appropriate menu of services to meet those needs.

3. Upload a flow chart of the proposed client service delivery model showing the client path for Youth Services, and Follow-up.

4. Describe the organization's plan to ensure that staff is trained and the organization is ready to implement WIOA services in the service delivery area on October 1, 2020. Include a transition plan that ensures that there is no disruption of service or access to program services.

5. If your organization is not presently a service provider for the San José Silicon Valley Workforce Development Board, describe how you will work with the WDB and the current service provider prior to

October 1, 2020 to prepare for an efficient transition of files and customer caseloads. Please include a timeline that details the transition steps to be taken and the anticipated completion date for each transitional activity.

6. Describe how outreach will be performed regarding the availability of services to Youth in communities within the service delivery area. Describe how recruitment of Youth will be conducted.

7. Describe the eligibility, assessment, case management and counseling services that will be provided to Youth enrolled into WIOA.

8. Describe the career services, training services, and follow-up services to be provided to Youth enrolled into WIOA.

9. Describe how the programs will be managed to meet or exceed each of the applicable performance standards.

10. Describe how customer feedback will be collected and used to make continuous improvements to services.

11. Describe how services will be coordinated with the AJCC operator and the mandated WIOA partners referenced in Section 3.21

Budget & Financial Management (15 POINTS)

Proposer shall submit a budget based for the last three (3) quarters of Program Year 2020-2021 based on the following, as applicable:

Adult and Dislocated Worker Services:

Individualized Career Services to a minimum of 600 individuals per year in the San Jose Area with a cost per participant not to exceed \$2,700.

Individualized Career Services to a minimum of 150 individuals per year in the South County Area with a cost per participant not to exceed \$2,700.

The selected Contractor(s) will be required to provide matching funds to support the program(s) in the form of one or more of the following:

Cash

A percentage or total of a staff person's salary/benefits

Supplies or equipment

Supportive Services

There is no required percentage of matching funds. The proposed amount of matching funds in the proposal's budget will be taken into account when reviewing and scoring Proposer's budget.

Please complete the Budget Narrative forms and the Budget forms within the Application Forms in WebGrants. The budget should represent a one-year projection of expenses and include sufficient detail to permit review and assessment of the proposed use of funds for the management and delivery of the proposed services. All costs must be necessary, reasonable and allowable under a federal or state award and meet the general allowability criteria established by the Office of Management and Budget, and/or the Uniform Grant Management Standards, as applicable.

If selected, the proposed budget and Budget Narrative will serve as a basis for contract negotiation. The proposed budget should include only the cost of those management and operations activities requested in this RFP. Once final contracts are awarded, the WDB will be responsible for designating cost categories and the allocation of funding streams, as well as determining the amount and indicators for performance-based payments.

1. Personnel Costs: For each staff member, include staff title, salary and fringe benefits amounts.
2. Non-Personnel Costs: Include costs of supplies and other miscellaneous costs anticipated. The WDB provides internet, phones, custodial services, security services and utilities.
3. Participant Costs: Include cost per participant for skills measurement assessments.
4. Indirect Costs: Indirect costs must not exceed 10% and must have a cost allocation plan included in the Budget Narrative.
5. Match: Indicate the amount of match Proposer will provide in the form of cash, staffing time, and/or supplies.
6. Audited or board-approved Financial Statements: Please upload the organization's most recent audited or board-approved Financial statements

Budget Narrative Questions:

1. Please describe the budget rationale in the context of the proposed service delivery strategy.
2. Please provide a clear description of how your organization will be providing the required match amount indicated in the Budget form, in the form of cash, staffing time, and/or supplies.
3. Please describe your agency's requirements and methods for documentation of expenses, their purpose and allowability that demonstrate that expenses charged to the contract are reasonable and necessary, appropriately allocated and meet all other federal and state requirements. Describe systems in place that ensure your agency follows established policies and procedures to ensure compliance with sub grant provisions.
- 4 Describe how your agency will ensure that WIOA funds will be spent only on the WIOA Adult/Dislocated Worker or Youth Program, as applicable. Discuss how staff is trained on allowable cost policies and how staff

determines that a cost is appropriate within the scope of the contract. How does your agency ensure that staff is familiar with applicable federal regulations and GAAP?

Youth Services

Proposer shall submit a budget for the last three (3) quarters of Program Year 2020-2021 based on the following, as applicable:

Services to a minimum of 120 individuals per year in the San Jose Area with a cost per participant not to exceed \$7,000.

Services to a minimum of 30 individuals per year in the South County Area with a cost per participant not to exceed \$7,000.

The selected Contractor(s) will be required to provide matching funds to support the program(s) in the form of one or more of the following:

Cash

A percentage or total of a staff person's salary/benefits

Supplies or equipment

Supportive Services

There is no required percentage of matching funds. The proposed amount of matching funds in the proposal's budget will be taken into account when reviewing and scoring Proposer's budget.

Please complete the Budget Narrative forms and the Budget forms within the Application Forms in WebGrants. The budget should represent a one-year projection of expenses and include sufficient detail to permit review and assessment of the proposed use of funds for the management and delivery of the proposed services. All costs must be necessary, reasonable and allowable under a federal or state award and meet the general allowability criteria established by the Office of Management and Budget, and/or the Uniform Grant Management Standards, as applicable.

If selected, the proposed budget and Budget Narrative will serve as a basis for contract negotiation. The proposed budget should include only the cost of those management and operations activities requested in this RFP. Once final contracts are awarded, the WDB will be responsible for designating cost categories and the

allocation of funding streams, as well as determining the amount and indicators for performance-based payments.

1. Personnel Costs: For each staff member, include staff title, salary and fringe benefits amounts.
2. Non-Personnel Costs: Include costs of supplies and other miscellaneous costs anticipated. The WDB provides internet, phones, custodial services, security services and utilities.
3. Participant Costs: Include cost per participant for skills measurement assessments.
4. Indirect Costs: Indirect costs must not exceed 10% and must have a cost allocation plan included in the Budget Narrative.
5. Match: Indicate the amount of match Proposer will provide in the form of cash, staffing time, and/or supplies
6. Audited or board-approved Financial Statements: Please upload the organization's most recent audited or board-approved Financial statements

Budget Narrative Questions:

1. Please describe the budget rationale in the context of the proposed service delivery strategy.
2. Please provide a clear description of how your organization will be providing the required match amount indicated in the Budget form, in the form of cash, staffing time, and/or supplies.
3. Please describe your agency's requirements and methods for documentation of expenses, their purpose and allowability that demonstrate that expenses charged to the contract are reasonable and necessary, appropriately allocated and meet all other federal and state requirements. Describe systems in place that ensure your agency follows established policies and procedures to ensure compliance with sub grant provisions.
4. Describe how your agency will ensure that WIOA funds will be spent only on the WIOA Adult/Dislocated Worker or Youth Program, as applicable. Discuss how staff is trained on allowable cost policies and how staff determines that a cost is appropriate within the scope of the contract. How does your agency ensure that staff is familiar with applicable federal regulations and GAAP?

ATTACHMENT C
COST FORM

Proposers are required to complete the form in the WebGrants Funding Opportunity Attachments Component.

ATTACHMENT D
REQUEST FOR LOCAL AND SMALL BUSINESS ENTERPRISE PREFERENCE

Local or small business enterprise preference is not applicable to this RFP.

CITY OF SAN JOSE
WIOA ADULT AND DISLOCATED WORKER / YOUTH SERVICES
AGREEMENT

ATTACHMENT E
CITY'S STANDARD TERMS AND CONDITIONS INCLUDING INSURANCE
REQUIREMENTS

SUMMARY PAGE

This AGREEMENT is entered into this _____ day of _____, 20XX, by the **CITY OF SAN JOSE**, a municipal corporation ("CITY"), and ..., a ... ("CONTRACTOR").

Description: CONTRACTOR will provide job placement assistance to Workforce Innovation and Opportunity Act (WIOA)-eligible adult and dislocated worker/ youth program participants. ("Program").

Funding Source: _____ Program Year WIOA: \$; \$;

Amount Not to Exceed: _____ Program Year : \$

Agreement Term: Start Date: _____ End Date: _____

PARTIES TO AGREEMENT:		CONTRACT OR	CITY
Name:			CITY OF SAN JOSE
Address for Legal Notice:			Office of Economic Development, San José Silicon Valley Workforce Development Board 5730 Chambertin Drive San José, CA 95126
Attention:			Monique Melchor Director
Email Address:			monique.melchor@sanjoseca.gov
Telephone No.:			408-794-1108
Contact Person: Title: Telephone No: Email:			Colleen Brennan Contracts Manager 408-794-1139 colleen.brennan@sanjoseca.gov

<p align="center">CITY OF SAN JOSE WIOA ADULT AND DISLOCATED WORKER / YOUTH SERVICES AGREEMENT</p>

Federal Taxpayer ID:		
City Business License/ Tax No.:		
Type of Entity:		
State of Incorporation or Residency:		

CITY OF SAN JOSE
WIOA ADULT AND DISLOCATED WORKER / YOUTH SERVICES
AGREEMENT

EXHIBIT LIST & SIGNATURE PAGE

YES N/A

<input checked="" type="checkbox"/> <input type="checkbox"/>	Exhibit A:	Scope of Services and Units of Service
<input checked="" type="checkbox"/> <input type="checkbox"/>	Exhibit B:	Monitoring, Evaluation, and Reporting Requirements
<input checked="" type="checkbox"/> <input type="checkbox"/>	Exhibit C:	Budget Summary
<input checked="" type="checkbox"/> <input type="checkbox"/>	Exhibit D:	Payments to Contractor and Reporting Schedule
<input checked="" type="checkbox"/> <input type="checkbox"/>	Exhibit E:	General WIOA Provisions
<input type="checkbox"/> <input checked="" type="checkbox"/>	Exhibit F:	Employee/Volunteer Clearance Verification and Compliance with the Child Abuse and Neglect Reporting Act*
<input checked="" type="checkbox"/> <input type="checkbox"/>	Exhibit G:	Insurance
<input checked="" type="checkbox"/> <input type="checkbox"/>	Certification 1.1:	Debarment and Suspension
<input checked="" type="checkbox"/> <input type="checkbox"/>	Certification 1.2:	Lobbying
<input type="checkbox"/> <input checked="" type="checkbox"/>	Certification 1.3:	ADA Accessibility**

* applicable if CONTRACTOR employees or volunteers perform services in a position i) having supervisory or disciplinary authority over minors; or ii) requiring contact with children, or as a food concessionaire or other similar licensed concessionaire.

** not applicable to ETPL vendors; applicable if subrecipient CONTRACTOR offers services to clients in location(s) other than CITY America's Job Center of California ("AJCC") Centers.

The Exhibits and Certifications marked above are attached hereto and incorporated herein. I certify that I have read and hereby agree to comply with all the terms and provisions contained in this AGREEMENT, including without limitation, all Exhibits and Certifications.

WITNESS THE EXECUTION HEREOF the day and year first hereinabove written.

"CITY"

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation

 Deputy City Attorney

By _____

"CONTRACTOR"

By _____
 Name:
 Title:

By _____
 Name:
 Title:

CITY OF SAN JOSE
WIOA ADULT AND DISLOCATED WORKER / YOUTH SERVICES
AGREEMENT

This AGREEMENT is made by and between the CITY OF SAN JOSE, a municipal corporation (hereinafter "CITY"), and the person or entity identified as CONTRACTOR on the SUMMARY PAGE at the beginning of this AGREEMENT (hereinafter "CONTRACTOR").

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1: RECITALS

- A. CITY is the recipient of a State of California Workforce Innovation and Opportunity Act Grant pursuant to the Workforce Innovation and Opportunity Act of 2014 ("WIOA") to serve WIOA-eligible clients within the San José Silicon Valley Workforce Development Area ("Local Area").
- B. The Local Area is comprised of the cities of San José, Gilroy, Campbell, Los Gatos, Saratoga, Morgan Hill, Monte Sereno, Los Altos Hills, and unincorporated areas of Santa Clara County.
- C. The San José Silicon Valley Workforce Development Board ("WDB") has oversight over federal and state workforce development funds that are allotted to the Local Area pursuant to the WIOA.
- D. CITY, through the Office of Economic Development, is the fiscal agent for WDB. The Mayor of San José acts as Chief Local Elected Official for the Local Area.
- E. CITY enters into this AGREEMENT to provide services to WIOA clients through CITY's America's Job Center of California ("AJCC") locations in San José and other locations approved by CITY.
- F. The total amount of funds allocated by CITY are subject to appropriation by the City Council of the City of San José ("City Council") and the WDB. Any subsequent fiscal year funds are subject to appropriation by the City Council and the WDB.
- G. CITY's work2future Director ("DIRECTOR"), including the DIRECTOR's authorized designees, are charged with the administration of this AGREEMENT.
- H. References to WIOA and applicable regulations, policies, guidelines, Office of Management and Budget ("OMB") circulars, and field memoranda promulgated by United States Department of Labor ("DOL"), the State of California and CITY in this AGREEMENT include legislation which may replace WIOA and all other applicable federal, state and local rules, regulations, laws, policies, guidelines, circulars, and field memoranda.

SECTION 2: PROGRAM COORDINATION

- A. **CITY:** CITY's DIRECTOR, or his or her designee, shall be the CITY official responsible for the Program and shall render overall supervision of the progress and performance of this AGREEMENT by CITY. All services agreed to be performed by CITY shall be under the overall direction of the DIRECTOR.
- B. **CONTRACTOR:** CONTRACTOR shall identify a single project director who shall have overall responsibility for the progress and execution of this AGREEMENT. Such person is identified on

CITY OF SAN JOSE
WIOA ADULT AND DISLOCATED WORKER / YOUTH SERVICES
AGREEMENT

the SUMMARY PAGE as CONTRACTOR CONTACT PERSON. Additionally, CONTRACTOR shall immediately notify CITY in writing should circumstances or conditions subsequent to the execution of this AGREEMENT require a substitute CONTRACTOR CONTACT PERSON. CONTRACTOR's CONTACT PERSON and CONTRACTOR staff will fully cooperate with the DIRECTOR relating to the work or services provided hereunder.

SECTION 3: SCOPE OF SERVICES

CONTRACTOR shall perform those services as specified in **EXHIBIT A** entitled "Scope of Services," ("SERVICES"), which is attached hereto and incorporated herein.

SECTION 4: TERM OF AGREEMENT

- A. The term of this AGREEMENT shall commence on the Start Date and shall expire on the End Date as set forth in the SUMMARY PAGE, unless extended or sooner terminated in accordance with Section 10 of this AGREEMENT, entitled "TERMINATION". Regardless of the date of execution of this AGREEMENT, it is effective as of the Start Date. CONTRACTOR shall not receive payment for work performed prior to the Start Date.

SECTION 5: COMPENSATION

- A. CITY agrees to pay CONTRACTOR for SERVICES an amount not to exceed the amount set forth on the SUMMARY PAGE ("COMPENSATION AMOUNT"), subject to the terms and conditions set forth in **EXHIBITS C** and **D** entitled "Budget Summary" and "Payments to Contractor and Reporting Schedule," which are attached hereto and incorporated herein.
- B. CONTRACTOR is subject to the terms and conditions of this Agreement and the CITY's agreement with the State of California for WIOA funding. The amount of funds to be allocated by CITY for WIOA services is subject to annual appropriation by the City of San José City Council and the San José Silicon Valley Workforce Development Board of Directors. Any subsequent fiscal year funds are subject to appropriation by the City of San José City Council, and the San José Silicon Valley Workforce Development Board of Directors.
- C. CITY will not pay for unauthorized services rendered by CONTRACTOR or for claimed services which CONTRACTOR has not provided as required by this AGREEMENT.
- D. CONTRACTOR shall comply with all of the terms and conditions of this AGREEMENT, including the SUMMARY PAGE and all Exhibits and Certifications attached hereto, regardless of whether the CITY's funding source is from sources other than those received under WIOA. If CONTRACTOR fails to comply with any of the terms and conditions of this AGREEMENT, including the SUMMARY PAGE and all Exhibits and Certifications attached hereto, CONTRACTOR shall reimburse CITY from sources other than those received from CITY.
- E. CITY shall pay CONTRACTOR for expenditures claimed to be allowable within forty-five (45) days after timely receipt of CONTRACTOR's properly completed and documented invoice, or as soon thereafter as is reasonable, provided CONTRACTOR complies with all terms and conditions

<p style="text-align: center;">CITY OF SAN JOSE WIOA ADULT AND DISLOCATED WORKER / YOUTH SERVICES AGREEMENT</p>
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of this AGREEMENT. No such payment shall mean or imply that CITY has made a final determination that an expenditure(s) by CONTRACTOR is allowable; nor shall any such payment waive or otherwise limit the rights of federal, state or CITY representatives to review CONTRACTOR's records and recover from CONTRACTOR payments which are not allowable.

- F. DIRECTOR may, without prior notice to CONTRACTOR, at any time in his or her absolute discretion, elect to suspend or terminate payment to CONTRACTOR, in whole or in part, terminate work or expenditures by CONTRACTOR, under this AGREEMENT, or not make any particular payment under this AGREEMENT or take any other action available in the event of any of the following occurrences:
1. If CONTRACTOR (with or without knowledge) has made any material misrepresentation of any nature with respect to any information or statements furnished to CITY in connection with this AGREEMENT.
 2. If there is pending litigation with respect to the performance by CONTRACTOR of any of its duties or obligations under this AGREEMENT which may materially jeopardize or adversely affect the undertaking of or the carrying out of SERVICES.
 3. If CONTRACTOR, without having obtained CITY approval, has taken any action pertaining to SERVICES which requires CITY approval.
 4. If CONTRACTOR makes improper use of the COMPENSATION AMOUNT.
 5. If CONTRACTOR fails to comply with any of the terms and conditions of this AGREEMENT including without limitation, CONTRACTOR's failure to carry out the SERVICES or other obligations as described in any Exhibit to this AGREEMENT.
 6. If CONTRACTOR submits to CITY any report which is incorrect or incomplete in any material respect, or is untimely.

SECTION 6: INDEPENDENT CONTRACTOR

It is understood and agreed that CONTRACTOR, in the performance of this AGREEMENT, shall not act nor is it at any time authorized to act, as the agent or representative of CITY in any matter. CONTRACTOR further agrees that it will not in any manner hold itself out as the agent or representative of CITY or act in such a fashion as would give the impression to a reasonable person that CONTRACTOR is acting in such a capacity.

It is understood and agreed that CONTRACTOR and CONTRACTOR's employees, in the performance of this AGREEMENT, shall act as and be an independent contractor and not an agent or employee of CITY, and as an independent contractor, CONTRACTOR shall obtain no rights to retirement benefits or other benefits which accrue to CITY's employees, and CONTRACTOR and CONTRACTOR's employees hereby expressly waive any claim it/they may have to any such rights.

SECTION 7: SUBCONTRACTING/ASSIGNABILITY

CITY OF SAN JOSE
WIOA ADULT AND DISLOCATED WORKER / YOUTH SERVICES
AGREEMENT

The parties agree that the expertise and experience of CONTRACTOR are material considerations for this AGREEMENT. CONTRACTOR shall not assign or transfer any interest in this AGREEMENT nor the performance of any of CONTRACTOR's obligations hereunder, without the prior written consent of CITY. In the event CITY determines that any of the rights, duties or obligations under this AGREEMENT have been subcontracted or assigned to another vendor or contractor by CONTRACTOR, without the written consent of CITY, then CITY may exercise its right to take any appropriate remedy identified in Section 10, entitled "TERMINATION OF AGREEMENT", including without limitation, termination of the entire AGREEMENT.

CONTRACTOR's subcontracts that involve the exchange of funds shall also detail the correlation between the services to be provided and the WIOA goals and performance measures to be met.

SECTION 8: INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall defend, indemnify and hold harmless CITY, its officers, employees and agents against any claim, loss, or liability arising out of or resulting in any way from work performed under this AGREEMENT due to the willful or negligent acts (active or passive) or omissions by CONTRACTOR's officers, employees or agents. The acceptance of said services and duties by CITY shall not operate as a waiver of such right of indemnification. CONTRACTOR's obligations under this indemnification provision shall survive the expiration or termination of this AGREEMENT.

SECTION 9: INSURANCE

CONTRACTOR agrees to have and maintain the policies set forth in **EXHIBIT G**, entitled "Insurance" which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by CITY's Risk Manager as to form and content. These requirements are subject to amendment or waiver if so approved in writing by Risk Manager. CONTRACTOR agrees to provide CITY with a copy of said policies, certificates and/or endorsements before work commences under this AGREEMENT.

SECTION 10: TERMINATION OF AGREEMENT

This AGREEMENT may be terminated in whole or in part under any of the following circumstances:

- A. **Termination for Convenience.** CITY may, through DIRECTOR, terminate this AGREEMENT without cause by giving CONTRACTOR sixty (60) calendar days written notice.
- B. **Termination for Cause.** Each of CONTRACTOR's obligations under this AGREEMENT shall be deemed material. If CONTRACTOR fails to perform any of its obligations under this AGREEMENT, or any other agreement with CITY, CITY may terminate this AGREEMENT upon ten (10) days advance notice ("Notice Period") to CONTRACTOR, specifying CONTRACTOR's breach and providing CONTRACTOR with the opportunity to cure the specified breach within the Notice Period or in those instances where the specified breach cannot reasonably be cured within

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the Notice Period, the opportunity to commence to cure the specified breach. In the event CONTRACTOR fails to cure or to commence to cure the specified breach within the Notice Period, this AGREEMENT shall be terminated. Without limiting the generality of the foregoing, the occurrence of any one of the following events shall constitute a default of this AGREEMENT for which CITY may exercise its right of termination:

1. CONTRACTOR's breach of any of the representations or warranties contained in this AGREEMENT;
 2. The occurrence of any of the events set forth in SECTION 5 for suspension or termination of CITY's payment of the COMPENSATION AMOUNT.
- C. Termination for Unavailability of Funds. In the event of reduction, suspension, discontinuance or other unavailability of funds, CITY unilaterally may take appropriate action(s) including, but not limited to, immediately canceling or reducing existing service authorization, stopping or reducing further referrals of individuals, and/or reducing the maximum dollar amount of this AGREEMENT. CITY shall give CONTRACTOR no less than sixty (60) business days' advance written notice of the action(s) CITY intends to take as a result of the unavailability of funds. For projects funded outside WIOA Title I, CITY shall give CONTRACTOR no less than thirty (30) business days' advance written notice of the action(s) CITY intends to take as a result of the unavailability of funds. CITY shall not be liable for start-up costs, or lost profits in the event of early termination.
- D. In the event of termination under this section, CONTRACTOR shall have the following obligations:
1. No later than thirty (30) days following the date of termination, CONTRACTOR shall refund to CITY any unused portion of the COMPENSATION AMOUNT, except that CONTRACTOR shall have no obligation to refund to CITY any portion of the COMPENSATION AMOUNT spent as of the date of termination in accordance with the terms of the AGREEMENT. CONTRACTOR shall also provide CITY with a written report detailing the expenditures, if any, from the COMPENSATION AMOUNT, including an accounting of its administrative expenses to the date of termination.
- Nothing in this AGREEMENT shall be deemed to be a waiver of CITY's right to recover from CONTRACTOR any portion of the COMPENSATION AMOUNT that has not been spent in accordance with this AGREEMENT. Upon receipt, CONTRACTOR will be paid for services performed and reimbursable expenses incurred in compliance with the terms of this AGREEMENT to date of termination.
2. Upon termination, CONTRACTOR shall immediately deliver to CITY any and all copies of materials used or developed including, but not limited to, all data collection forms, reports, studies and other work performed, whether or not completed by CONTRACTOR or CONTRACTOR's subcontractor, if any, under this AGREEMENT.
- E. CITY's DIRECTOR is authorized to terminate this AGREEMENT on CITY's behalf.
- F. If the term of this AGREEMENT is more than one year, the funding in any year after the first year may be contingent upon past and pending performance as well as future appropriation by the City Council of the City of San José, in its sole discretion.

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- G. CITY may, at its sole option, pursue a course correction process with CONTRACTOR to address issues with CONTRACTOR's performance under this AGREEMENT. However, CITY is under no obligation to pursue a course correction prior to exercising its rights to suspend payment to CONTRACTOR or to terminate this AGREEMENT. Nothing in this AGREEMENT shall be construed so as to deprive CITY of its rights and remedies at law or in equity against CONTRACTOR.

SECTION 11: GOVERNING LAW / VENUE

The parties agree that this AGREEMENT shall be governed and construed in accordance with the laws of the State of California. In the event that suit shall be brought by either party to this AGREEMENT, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San José, California.

SECTION 12: COMPLIANCE WITH LAWS

CONTRACTOR shall comply with the applicable requirements of the Workforce Innovation and Opportunity Act (WIOA), and with applicable regulations, policies, guidelines, Office of Management and Budget (OMB) circulars, and field memoranda promulgated by United States Department of Labor (DOL), the State of California and CITY, and/or any legislation which may replace the WIOA, and all other applicable federal, state and local rules, regulations and laws. Without limiting the generality of the preceding sentence, CONTRACTOR shall comply with the provisions of CITY's Business Tax Ordinance in Chapter 4.76 of the San José Municipal Code.

SECTION 13: ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY

CONTRACTOR agrees that, in the performance of this AGREEMENT, CONTRACTOR shall perform its obligations under the AGREEMENT in conformance with City Council Policy 4-6, Environmentally Preferable Procurement Policy. A description for environmentally preferable procurement and the policy can be found on the CITY's website at the following link: <https://www.sanjoseca.gov/your-government/environment/business-school-resources/for-schools/environmentally-preferable-procurement>.

Environmental procurement policies and activities related to the completion of work will include wherever practicable, but are not limited to:

1. Use of recycled and/or recyclable products in daily operations.(i.e. 30, 50, 100% PCW paper, chlorine process free; triclosan free hand cleaner, etc.);
2. Use of Energy Star Compliant equipment;
3. Vehicles and vehicle operations (i.e. Alternative Fuel, Hybrid, etc.);
4. Internal waste reduction and reuse protocol(s); and

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5. Water and resource conservation activities within facilities, including bans on individual serving bottled water and the use of compostable food service products, etc.

SECTION 14. OWNERSHIP OF MATERIALS; APPLICANT / CLIENT REPORTS

CONTRACTOR agrees that it shall provide to CITY information regarding applicants or clients who applied for or received services under this AGREEMENT as needed for reporting and tracking required by WIOA and other applicable federal and state laws. Such information shall be reported in a format that does not identify the individual applicant or client. Training information or reports assembled by CITY from information provided by CONTRACTOR, including, but not limited to, the number of clients enrolled; the number of clients that have completed training; and the number of clients who have entered employment in the area in which they have been trained is the property of CITY without restriction or limitation upon their use including the publication of such information.

SECTION 15: RECORDS

CONTRACTOR shall be solely responsible to implement internal controls and record keeping procedures that comply with this AGREEMENT and all applicable laws. CONTRACTOR's administrative, programmatic and financial records pertaining to the Program, or the AGREEMENT collectively, must sufficiently support the determination that expenditures are allowable. CONTRACTOR shall retain all records pertinent to this AGREEMENT for a period of three (3) years from the date of final payment for each fiscal year. CONTRACTOR shall retain such records beyond three (3) years so long as any litigation, audit, dispute or claim is pending.

SECTION 16: MONITORING / AUDITS

CONTRACTOR's books, documents, papers, records, or other pertinent documents (including computer, audit, evaluation, monitoring, inspection, photocopying, or transcription) relating to the services identified in this AGREEMENT shall be accessible to the State of California, the CITY, the federal government, and other government agencies as provided in 29 C.F.R. Sections 95.48(d) and 97.36(i)(10), or as otherwise required by law. The right to access encompasses all CONTRACTOR records regardless of funding sources (including sources) to determine compliance with the AGREEMENT. This right also includes timely and reasonable access to CONTRACTOR's personnel for the purposes of interviews and discussion. CONTRACTOR shall turn over copies of these records to authorized federal, state, and CITY representatives upon reasonable notice.

CONTRACTOR shall comply with any audits by appropriate monitoring agencies at CONTRACTOR's sole expense. The CITY shall monitor the CONTRACTOR a minimum of once per year, which shall include a desk review and an annual site visit. CONTRACTOR shall submit an audit report within thirty (30) days in the event the AGREEMENT is

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terminated, voluntarily or involuntarily, before the end of the term. CONTRACTOR shall pay to CITY, from neither CITY nor training program funds, the full amount of liability resulting from disallowances or other audit or monitoring exceptions which are attributed to CONTRACTOR's error, omission, or violation of any provision of this AGREEMENT.

EXHIBIT B, "Monitoring, Evaluation and Reporting Requirements" sets forth additional standards regarding the CITY's right to audit, and CONTRACTOR's obligation to deliver to the CITY reports which may include audited financial reports. CONTRACTOR further agrees that CONTRACTOR shall preserve all records related to the performance of this AGREEMENT and that CITY's right to examine or audit the CONTRACTOR's records, facilities or activities shall continue as specified in **EXHIBIT B**.

SECTION 17: WAIVER

CONTRACTOR agrees that waiver by CITY of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by CONTRACTOR shall not be deemed to be a waiver of any term or condition of this AGREEMENT.

SECTION 18: CONFLICT OF INTEREST

CONTRACTOR shall avoid all conflict of interest or appearance of conflict of interest in performance of this AGREEMENT. CONTRACTOR shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified in California Government Code Section 87000, et seq.), with the conflict of interest provisions of Government Code Section, 1090 et seq. and with the CITY's Code of Ethics, set forth in City Council Policy 0-15. CONTRACTOR shall promptly advise CITY of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

SECTION 19: GIFTS

- A. CONTRACTOR is familiar with CITY's prohibition against the acceptance of any gift by a CITY officer or designated employee, which prohibition is found in Chapter 12.08 of the San José Municipal Code.
- B. CONTRACTOR agrees not to offer any CITY officer or designated employee any gift prohibited by said Chapter.
- C. The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of this AGREEMENT by CONTRACTOR. In addition to any other remedies CITY may have in law or equity, CITY may terminate this AGREEMENT for such breach as provided in Section 10 of this AGREEMENT.

<p style="text-align: center;">CITY OF SAN JOSE WIOA ADULT AND DISLOCATED WORKER / YOUTH SERVICES AGREEMENT</p>
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SECTION 20: DISQUALIFICATION OF FORMER EMPLOYEES

CONTRACTOR is familiar with the provisions relating to the disqualification of former officers and employees of CITY in matters which are connected with former duties or official responsibilities as set forth in Chapter 12.10 of the San José Municipal Code (“Revolving Door Ordinance”). CONTRACTOR shall not utilize either directly or indirectly any officer, employee, or agent of CONTRACTOR to perform services under this AGREEMENT, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.

SECTION 21: NOTICES

All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, to the respective parties addressed as referenced on the SUMMARY PAGE of this AGREEMENT.

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

SECTION 22: CITY ACKNOWLEDGMENT

CONTRACTOR shall acknowledge the support of CITY, where appropriate, in written documents and informational materials regarding the Program.

SECTION 23. INTERPRETATION, PRIOR AGREEMENTS AND AMENDMENTS

This AGREEMENT, including the SUMMARY PAGE and all Exhibits and Certifications attached hereto, represents the entire understanding of the parties as to those matters contained herein. In the event that the terms specified in the SUMMARY PAGE or any of the Exhibits and Certifications attached hereto conflict with any of the terms specified in the body of this AGREEMENT, the terms specified in the body of this AGREEMENT shall control. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may be modified only by a written amendment duly executed by the authorized representative of the respective parties to this AGREEMENT.

SECTION 24. NO THIRD PARTY RIGHTS

This AGREEMENT does not constitute a binding commitment to any client or agency except CITY and CONTRACTOR. No third party rights are created for clients or other individuals.

<p style="text-align: center;">CITY OF SAN JOSE WIOA ADULT AND DISLOCATED WORKER / YOUTH SERVICES AGREEMENT</p>
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SECTION 25: SEVERABILITY OF PROVISIONS

If any part of this AGREEMENT is for any reason found to be unenforceable by a court of competent jurisdiction, all other parts nevertheless remain enforceable. CITY and CONTRACTOR agree that to the extent that the exclusion of any unenforceable provisions from this AGREEMENT affect the purpose of this AGREEMENT, then the parties shall negotiate an adjustment to this AGREEMENT in order to give full effect to the purpose of this AGREEMENT or either party may terminate this AGREEMENT. In the event of termination, the provisions of SECTION 10 as related to repayment of the COMPENSATION AMOUNT shall apply.

SECTION 26: CORPORATE AUTHORITY/AUTHORIZED REPRESENTATIVES

CONTRACTOR represents and warrants that it has the authority to enter into this AGREEMENT. CONTRACTOR further represents and warrants that its signatory to this AGREEMENT is authorized to execute this AGREEMENT on CONTRACTOR's behalf.

SECTION 27: EMPLOYEES/VOLUNTEERS

- A. Any and all personnel employed or volunteers retained by CONTRACTOR in conducting the operations of CONTRACTOR's Program shall be qualified to perform the duties assigned to them by CONTRACTOR.
- B. CONTRACTOR shall not hire employees or volunteers who will have supervisory or disciplinary authority over minors who have been convicted of any offense identified in California Public Resources Code Sections 5164. CONTRACTOR shall fully indemnify, defend, and hold harmless CITY for any such hiring. CONTRACTOR shall notify CITY in writing of any violation of this provision as soon as is reasonably practicable.
- C. CONTRACTOR shall also not employ any person who is permitted to provide services requiring contact with children or providing food concessionaire services or other licensed concessionaire services in that area, unless CONTRACTOR has complied with the tuberculosis testing requirements set forth in Section 5163 of the California Public Resources Code.
- D. Regardless of whether services have been provided prior to full execution of this AGREEMENT, CONTRACTOR certifies to the CITY that all services were provided in full compliance with the terms and provisions of this AGREEMENT.
- E. To give effect to California Public Resources Code Sections 5163 and 5164, CONTRACTOR shall follow the procedures contained in **EXHIBIT F** attached hereto. In the event CONTRACTOR chooses a different national criminal database for complying with the FBI requirement for background checks, then such alternative database shall be subject to the CITY's prior written approval.

SECTION 28: CONTRACTOR'S FINANCIALS.

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- A. City Council requires that each non-profit organization receiving \$320,000 or more in funds from the CITY (in the aggregate) during any fiscal year which is either (i) grant funding other than construction funding and/or (ii) operating subsidy funding for operation of CITY facilities, must prepare and make available for public view on the internet, annual audited financial statements. The audited financial statements must be made available for view within six months of the end of the organization's fiscal year (which period may be extended by the City Manager based upon a showing of hardship or other good cause) and must be submitted to the Workforce Development Board and posted on the organization's website at an easy access location. All audits must be performed by a certified public accountant currently licensed to practice in the State of California, must conform to generally accepted auditing standards and otherwise be in a form acceptable to the CITY.
- B. Non-profits shall be required to comply with this requirement at the time that the non-profit has entered into one or more grant agreements or subsidy agreements with the CITY which provide for the payment of an aggregate amount that equals or exceeds \$320,000 in grant and/or subsidy funds in any one fiscal year. Non-profits covered by this requirement must exert due diligence in determining when they have reached the aggregate funding threshold of \$320,000. The provisions of the financial posting requirements shall be interpreted broadly to effectuate the purpose of making available to the public information on recipients of substantial CITY funds. These provisions shall apply not only to grant agreements or operating agreements but shall also apply, without limitation, if any amendments to such agreements brings the total annual funding to equal or exceed \$320,000, and also to any other agreements with the CITY that are equivalent in purpose to a grant agreement or an operating subsidy agreement, regardless of the title of the agreement.
- C. This posting requirement shall remain in effect until an entire fiscal year passes in which the non-profit does not have contracts with the CITY which provide for grants and/or subsidies from the CITY in an aggregate amount equaling or exceeding \$320,000. Without limitation of any other remedy, CONTRACTOR's failure to comply with this requirement may be taken into consideration when evaluating CONTRACTOR's request for future grant funds or subsidies.
- D. Organizations receiving an aggregate amount of \$25,000 or more in funds from the CITY during any fiscal year which is either (i) grant funding other than construction funding and/or (ii) operating subsidy funding for operation of the CITY facilities, must prepare and submit via The CITY's WebGrants grant management system, ("WebGrants"), a completed Financial Dashboard. CITY's project director will provide a Financial Dashboard template upon request. The Financial Dashboard must be submitted via WebGrants within six (6) months from the end of CONTRACTOR's Fiscal Year.

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EXHIBIT A

SCOPE OF SERVICES

Scope of Services to be added as per the RFP.

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EXHIBIT B

MONITORING, EVALUATION AND REPORTING REQUIREMENTS

A. Fiscal Responsibilities of CONTRACTOR. CONTRACTOR shall:

1. Appoint and submit to CITY the name of a fiscal contact who shall be responsible for the financial and accounting activities of the CONTRACTOR, including the receipt and disbursement of CONTRACTOR funds.
2. Document all costs by maintaining complete and accurate records of all financial transactions, including but not limited to, contracts, invoices, time cards, cash receipts, vouchers, canceled checks, bank statements and/or other official documentation, evidencing in proper detail the nature and propriety of all charges.
3. Submit to CITY at such times and in such forms as CITY may require, such statements, records, reports, data, and information pertaining to matters covered by this AGREEMENT.

B. Reporting.

1. CONTRACTOR shall enter Program activities into the CalJOBS system within twenty (20) days of the activity occurring. CONTRACTOR shall use the correct State-designated activity codes for each Program activity, ensuring that similar activities for different programs are entered correctly.
2. CONTRACTOR shall provide a monthly Adult and Dislocated Worker Program Performance Outcomes written report to CITY's Director by the 20th day of the following month with the following cumulative data points:
 - (1) Number of closed clients obtaining employment in career pathways in a Priority Industry Sector
 - (2) Number of closed clients obtaining employment in other sectors
 - (3) Number of closed clients whose employment status is pending
2. CONTRACTOR shall provide a monthly written report to CITY's DIRECTOR with the following data points:
 - (1) Number of "MIS Change Forms" submitted during the month
 - (2) Number of "Request for Change to Previously Submitted Data" forms submitted during the month
3. CONTRACTOR will provide CITY's DIRECTOR a monthly report from the CalJOBS system of Measurable Skill Gain achievement.
4. CONTRACTOR will submit written or verbal reports upon request by WDB.

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5. CONTRACTOR shall assist CITY in meeting the reporting requirements to the State and other agencies.
6. CONTRACTOR will submit written or verbal reports upon request by WDB.
7. CONTRACTOR shall assist CITY in meeting the reporting requirements to the State and other agencies.
8. CONTRACTOR shall submit a closeout packet to WDB Fiscal staff within fifteen (15) days of receipt of final payment on this AGREEMENT. Closeout packet will consist of Closeout Summary of WIOA Expenditures, Subrecipient Release Form, Subrecipient Assignment of Refunds, Rebates and Credits Form, Property Certification Form and Property Inventory Listing (as applicable). The aforementioned forms can be downloaded from www.onestoppartners.org. Submission of the closeout documents does not prevent WDB from collecting any disallowed costs uncovered during an audit.
9. CONTRACTOR shall also promptly advise the CITY of any notice of any violation of local, state, or federal law or regulation, including but not limited to: 1) the issuance of any legal complaint by an enforcement agency, or any enforcement proceedings by any Federal, State or local agency for alleged violations of federal, state or local rules, regulations or laws; and/or 2) the issuance of citations, court findings or administrative findings for violations of applicable federal, state or local rules, regulations or laws.

C. Evaluation of CONTRACTOR.

Authorized federal, state, and CITY representatives shall have the right to monitor, assess, or evaluate CONTRACTOR's performance pursuant to this AGREEMENT by any means including, but not limited to, inspections of premises, records, reports, audits and interviews with CONTRACTOR staff and participants.

CITY performance evaluation and monitoring may, at CITY's discretion, take place virtually by means of CITY monitor(s) reviewing submitted monthly performance updates, and other data contained in the CalJOBS system. CONTRACTOR will ensure that all required documentation of services as stated in **Exhibit A**, "Scope of Services" is current.

If CONTRACTOR is determined to be a high-risk grantee within the meaning of 29 C.F.R. Section 97.12, CITY may impose special conditions and/or restrictions, upon notice, specifying the nature of the special conditions/restrictions, the reason(s) for imposing them, the corrective actions which must be taken before they will be removed, the time allowed for completing the corrective actions, and the method of requesting reconsideration of the conditions/restrictions imposed.

D. Records and Audits of CONTRACTOR.

1. **Establishment and Maintenance of Records.** CONTRACTOR shall maintain records, including but not limited to, books, financial records, supporting documents, statistical records, personnel, property, and all other pertinent records sufficient to reflect properly:

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- a. All direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this AGREEMENT; and
 - b. All other matters covered by this AGREEMENT. Such records shall be maintained in accordance with requirements now or hereafter prescribed by the CITY.
2. Preservation of Records. CONTRACTOR shall preserve and make available its records:
 - a. for the period of three (3) years from the expiration date of this AGREEMENT; or
 - b. for such longer period, if any, as may be required by applicable law; or
 - c. if this AGREEMENT is completely or partially terminated, for a period of five (5) years from the date of any resulting final settlement.
3. Examination of Records and Facilities. At any time during normal business hours, upon advance written notice and as often as may be deemed necessary, CONTRACTOR agrees that CITY, and/or any of its respective authorized representatives shall have access to and the right to examine any of its plants, offices and/or facilities engaged in performance of this AGREEMENT and all its records with respect to all matters covered by this AGREEMENT. CONTRACTOR also agrees that the CITY, or any of its authorized representatives, shall have the right to audit, examine, and make excerpts or transcripts of and from such records, and to make audits of all contracts and subcontracts, invoices, payrolls, records of personnel, conditions of employment, materials, and all other data relating to matters covered by this AGREEMENT. CITY may examine records or facilities pursuant to this Section throughout the term of this AGREEMENT and
 - a. for a period of five (5) years after final payment under this AGREEMENT; or,
 - b. for such longer period as may be required by applicable law; or
 - c. if this AGREEMENT is completely or partially terminated, for a period of five (5) years from the date of any resulting settlement.
4. Audits.
 - a. CONTRACTOR agrees to satisfy the audit requirements for sub-recipients of federal financial assistance in accordance with applicable OMB Circular(s) and Federal Register publications.
 - b. CONTRACTOR shall submit an audit report within one (1) month in the event the AGREEMENT is terminated, voluntarily or involuntarily, before the end of the term.
 - c. CONTRACTOR, at its own expense, shall accept responsibility for receiving, responding to and complying with any audit exceptions by appropriate monitoring agencies. CONTRACTOR shall also fully cooperate as requested by CITY in any audit or monitoring related process including, but not limited to, the provision of

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adequate staff for organizing CONTRACTOR records and testimony at any related administrative or court proceedings.

- d. CONTRACTOR shall pay to CITY, from neither CITY nor Program funds, the full amount of liability resulting from disallowance or other audit or monitoring exceptions which are attributed to CONTRACTOR's error, omission, or violation of any provision of this AGREEMENT.
- e. CONTRACTOR shall, at CITY's option and at CONTRACTOR's sole cost, defend, indemnify, hold harmless against any claim or liability for such costs, and shall cooperate fully with CITY by providing all witnesses, documents and other information requested by the CITY in any civil court proceeding or any formal or informal administrative proceeding conducted in connection with such costs.

5. Independent Audit Reports.

- a. If CONTRACTOR expends \$750,000 or more in a year in federal funds, CONTRACTOR shall submit an audit report that conforms to the requirements of OMB Circular A-133 for Non-Profit Institutions. Funds may be set aside in CONTRACTOR's budget in an amount equal to CITY's fair share of the CONTRACTOR's cost of an A-133 independent audit, if required.
- b. The audit report shall ascertain and determine that no services provided by the CONTRACTOR under this AGREEMENT are duplicative of services provided to another agency from which CONTRACTOR receives funding and are not being reimbursed from funding received from another agency.
- c. CONTRACTOR shall enter into an agreement with an outside auditor no later than sixty (60) days before the end of each Fiscal Year calling for the financial and compliance audit of CONTRACTOR's Fiscal Years that are covered by this AGREEMENT. The written agreement may be in the form of an engagement letter prepared by the auditor and approved by CONTRACTOR.
- d. The audit report must be completed and sent to the CITY's Office of Economic Development, work2future Division, within one hundred fifty (150) days of the end of each of the CONTRACTOR's Fiscal Years covered by this AGREEMENT. Acceptable forms include: (i) an original, bound copy signed by the certified public accountant responsible for the work, OR (ii) a protected document file format (.pdf) emailed from the CONTRACTOR's certified public accountant. If this AGREEMENT expires or is terminated on a date that occurs after the period covered by the foregoing audit, CONTRACTOR shall deliver an audit report within two hundred and fifty (250) days after the expiration or termination of this AGREEMENT auditing the period not covered by the prior audit.
- e. Should CONTRACTOR not enter into an agreement with an outside auditor or should an audit not be done on a timely basis, the CITY, at its discretion, may enter into an agreement with an independent auditor to do the audit at CONTRACTOR's expense.

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- f. The CONTRACTOR shall submit to the CITY copies of management letters the auditor prepares for the CONTRACTOR as part of the audit engagement.
 - g. All audits must be performed by Certified Public Accountants currently certified and licensed to practice in the State of California. CONTRACTOR must have Auditor's proof of current licensing on file in CONTRACTOR's office. CONTRACTOR must submit to the CITY's Office of Economic Development, work2future Division, a copy of Auditor's certification to practice in California with the audit.
- 6. CITY Audits. The CITY may perform an independent audit. Such audits may cover programmatic as well as fiscal matters. CONTRACTOR will be afforded an opportunity to respond to any audit findings, and have the responses included in the final audit report. Costs of such audits will be borne by the CITY.
- 7. Disallowed Costs. CONTRACTOR is liable for repayment of disallowed costs as determined by CITY. Disallowed costs may be identified through audits, monitoring or other sources. CONTRACTOR shall be afforded the opportunity to respond to any adverse findings that may lead to disallowed costs. CITY shall make the final determination of disallowed costs.

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EXHIBIT C

BUDGET SUMMARY

Complete the Budget Forms in the WebGrants Application

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Budget Modification.

If CONTRACTOR requests, in writing, a change in the Budget Summary, the CITY's DIRECTOR or his or her designee, may authorize, in writing, adjustments of the dollar amount to cost categories or any line item, so long as the total amount of compensation under this AGREEMENT remains unchanged. A written request for a budget modification will not be required as long as CONTRACTOR is within a maximum of 10% of the line item. Budget modifications or transfer of funds affecting the performance benchmarks is prohibited.

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EXHIBIT D

PAYMENTS TO CONTRACTOR AND REPORTING SCHEDULE

Payment shall be made as stated in the following schedule, subject to CONTRACTOR's satisfactory performance of this AGREEMENT as approved by CITY.

A. Maximum Amount of Compensation

CITY agrees to pay CONTRACTOR the COMPENSATION AMOUNT subject to the terms and conditions of this AGREEMENT. This AGREEMENT is a fee for services agreement. Compensation shall be apportioned as follows.

Maximum amount of compensation ... through ...:
\$.

Maximum amount of compensation ... through ..., If CONTRACTOR meets the goals for the first quarter of FY ... indicated in the Program Operating Plan in Exhibit A Section P:
\$.

B. Reimbursable Expenses

CONTRACTOR shall submit invoices for the provision of CONTRACTOR's SERVICES described in **EXHIBIT A**, for each calendar month of the first Quarter, no later than the fifteenth (15th) working day of the following month.

If CONTRACTOR meets the goals for the first quarter of FY ... indicated in the Program Operating Plan in Exhibit A Section P, CONTRACTOR shall submit invoices for the provision of CONTRACTOR's services described in **EXHIBIT A**, for each calendar month of the second through fourth Quarters, no later than the fifteenth (15th) working day of the following month.

Invoices must be on the form approved by CITY, and accompanied by Billing Detail, both available on www.onestoppartners.org. Cost Principles for WIOA expenditures are defined in 2 CFR Part 225, which can be found at <https://www.whitehouse.gov/sites/default/files/omb/assets/omb/fedreg/2005/083105a87.pdf>.

Allowable WIOA expenditures are defined in 29 C.F.R. Part 97, which can be found at http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title29/29cfr97_main_02.tpl. CITY shall reimburse CONTRACTOR for allowable expenditures claimed, within forty-five (45) days after timely receipt of CONTRACTOR's properly completed and documented request, or as soon thereafter as is reasonable, provided CONTRACTOR is in compliance with the terms and conditions of this AGREEMENT.

Supportive services reimbursements for ETPL training books and tools will be evaluated on a case-by-case basis for approval.

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Reimbursement by CITY shall not mean or imply that CITY has made a final determination that any expenditure(s) by CONTRACTOR is allowable; nor shall any such reimbursement waive or otherwise limit the rights of Federal, State or CITY representatives to review CONTRACTOR'S records and recover from CONTRACTOR payments which are not allowable.

CITY shall not be obligated to reimburse CONTRACTOR for any expenditure not reported to CITY within sixty (60) calendar days after the end of the last month of the AGREEMENT'S term.

Certification Required for Fiscal Reports or Invoices. Pursuant to 2 C.F.R. § 200.415, annual and final fiscal reports or vouchers requesting payment under this AGREEMENT must include a certification, signed by an official who is authorized to legally bind CONTRACTOR, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).”

C. Matching Funds

CONTRACTOR shall contribute in-kind resources and “matching” funds in the amount of \$ in the first quarter of FY ... and If CONTRACTOR meets the goals for the first quarter of FY indicated in the Program Operating Plan in Exhibit A Section P, CONTRACTOR shall contribute in-kind resources and “matching” funds in the amount of \$ in the second through fourth quarters of FY, as detailed in **EXHIBIT C**, entitled “Budget Summary”. Documentation accompanying monthly invoice will include documentation of cash, supplies, and/or staff time matches. For in-kind staff contributions, provide the number of individuals, the number of hours, the dollar amount for each individual and the specific activities performed.

D. Claim Forms

Claim forms must be on the forms approved by CITY, samples of which are available at www.onestoppartners.org. CITY shall reimburse CONTRACTOR for allowable expenditures claimed, within forty-five (45) days after timely receipt of CONTRACTOR's properly completed and documented request, or as soon thereafter as is reasonable, provided CONTRACTOR is in compliance with the terms and conditions of this AGREEMENT.

E. Assignment of Costs or Fees

CONTRACTOR may not assign any additional costs or fees to the client(s) or other funding sources outside those identified within this AGREEMENT.

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EXHIBIT E

GENERAL WIOA PROVISIONS

A. Grievance Procedure.

CONTRACTOR shall establish, seek CITY approval for, and distribute to all program participants a written description of its procedures for resolving training program complaints. Said procedure shall be subject to approval by the CITY, and comply with applicable WIOA laws and regulations.

B. Non-Discrimination.

CONTRACTOR is prohibited from discriminating on the ground of race, color, creed, religion, sex, sexual orientation, actual or perceived gender identity, marital status, family status (minor children or no minor children), national origin, ancestry, age, disability, political affiliation or belief, and for participants only, citizenship or participation in programs or activities funded under this AGREEMENT, in admission or access to, opportunity or treatment in, or employment in the administration of, or in connection with, any program or activity funded under this Agreement.

As a condition to the award of financial payment under this Program, CONTRACTOR assures, with respect to operation of this funded Program or activity and all agreements or arrangements to carry out this Program or activity, that it will comply fully with all nondiscrimination and equal opportunity statutes and regulations including, but not limited to, the following: Section 188 of the WIOA; Title VI and VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990, as amended; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; California Fair Employment and Housing Act, Government Code Sections 12900 et seq.; California Labor Code Sections 1101, 1102, and 1102.5; Executive Orders 11246 and 11375 supplemented in Department of Labor Regulation 41 C.F.R. Part 60; 29 C.F.R. Part 37, and with all applicable requirements imposed by or pursuant to regulations implementing those laws. Federal, state, and local governments shall have the right to seek judicial enforcement of this nondiscrimination assurance.

C. Accessibility.

CONTRACTOR shall comply with all applicable laws and regulations including, without limitation, the Americans with Disabilities Act (ADA), as it applies to CONTRACTOR, and those laws that govern health and safety and prevention of unhealthy conditions.

D. Prohibited Activities; Debarment and Suspension; Lobbying Restrictions.

CONTRACTOR shall comply with the applicable WIOA regulations prohibiting activities relating to political lobbying, sectarian, and pro- or anti- unionization activities. CONTRACTOR shall also comply with reporting requirements related to fraud, abuse, or criminal activities and certifications regarding lobbying (CERTIFICATION 1.2); and debarment, suspension and other related matters (CERTIFICATION 1.1), to the extent these are applicable and in accordance with Executive Orders 12549 and 12689.

E. Drug-Free Workplace.

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CONTRACTOR assures and certifies under penalty of perjury that it will comply with the requirements of the government-wide requirements for a drug-free workplace codified in DOL Regulations, including but not limited to, 29 C.F.R. Part 94 and the State of California's Drug-Free Workplace Act of 1990 (Government Code §§ 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code § 8355(a)(1).
2. Establish a Drug-Free Awareness Program as required by Government Code § 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. CONTRACTOR's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation, and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code § 8355(a)(3), that every employee who works under this AGREEMENT:
 - a. Will receive a copy of CONTRACTOR's drug-free policy statement; and
 - b. Will agree to abide by the terms of CONTRACTOR's statement as a condition of employment.
4. Failure to comply with these requirements may result in suspension of payments under this AGREEMENT or termination of this AGREEMENT or both, and CONTRACTOR may be ineligible for award of future agreements if CITY determines that any of the following has occurred:
 - a. False certification; or
 - b. Violation of the certification by failing to carry out the requirements as noted above.

F. Environmental Compliance.

CONTRACTOR shall comply with all applicable standards, orders, and requirements relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), Section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 31).

G. Federal Ownership of Materials/Copyrights.

The Federal government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes: (1) the copyright in any work developed under this AGREEMENT; and (2) any rights of copyright to which CONTRACTOR purchases ownership with WIOA grant funds received under this AGREEMENT. Further, the federal, State, and CITY governments shall have access to any report, preliminary findings or data assembled by CONTRACTOR under this AGREEMENT and the federal government shall retain ownership and patent rights to any discovery or invention under this AGREEMENT, as provided

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in 29 C.F.R. Section 95.48, Appendix A-5, 29 C.F.R. Section 97.34, and 29 C.F.R. Section 97.36(i)(8)-(9).

H. Buy American.

CONTRACTOR agrees that in expending the COMPENSATION AMOUNT it will comply with the Buy American Act (41 U.S.C. §§ 8301 et seq.).

I. Salary and Bonus Limitations.

In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub recipient of such funds 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, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. 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-living in the States and the compensation levels for programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter number 5-06 for further clarification.

The incurrence of costs and receiving reimbursement for these costs under this award certifies that your organization has read the above special condition and is in compliance.

J. Financial Provisions.

1. Funding Restriction.

The provisions of this AGREEMENT that obligate CITY to reimburse CONTRACTOR shall be valid and enforceable to the extent sufficient WIOA funds are available to CITY for these purposes. CITY shall, in no event, be obligated to use non-WIOA funds to support the Program and SERVICES identified in this AGREEMENT. CONTRACTOR shall use funds under this AGREEMENT for provision of WIOA services and shall not use WIOA funds for general employer costs that do not support or otherwise directly relate to the scope of contracted CONTRACTOR's Services.

1. Allowable Expenses.

CITY shall not be obligated under this AGREEMENT to reimburse CONTRACTOR for any expense that is not allowable. Allowable shall mean that the expense is: a) actually incurred by CONTRACTOR; b) reasonable and necessary for the purpose of providing services and conducting a training program; c) allocable to a WIOA cost category; d) permitted in the budget; and e) authorized and permitted under Federal, State and local laws and regulations.

2. Financial System.

CONTRACTOR shall establish and maintain a system of financial record keeping which complies with applicable laws, rules and regulations, and with generally accepted accounting principles relevant to entities receiving WIOA funds.

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CONTRACTOR shall maintain financial records adequate to show that WIOA funds paid under the AGREEMENT were used for purposes consistent with the terms of the AGREEMENT.

3. Interest Income.

Interest earned by CONTRACTOR on funds received under this AGREEMENT shall be WIOA Program Income ("Program Income"). No part of the funds received shall be commingled with other funds or used to support non-WIOA programs.

4. Program Income.

CONTRACTOR shall use all Program Income to support case management and related services, and shall separately account for it in compliance with the 29 C.F.R. Section 95.24 (Nongovernmental Grantees) and 29 C.F.R. Section 97.25 (Governmental Grantees). 20 C.F.R. Section 667.200(a)(5) requires the addition method to be used for Program Income earned under WIOA Title I grants. Any Program Income not used and accounted for shall be returned to the CITY upon termination of this AGREEMENT.

5. Adequate Financial Resources.

CONTRACTOR shall have available non-federal resources readily convertible to cash in an amount to repay CITY all disallowed costs incurred in connection with this AGREEMENT, which resources shall be accessible to CITY during the entire retention period, and for one (1) year thereafter.

6. Participant Fees.

CONTRACTOR shall not require any participant to obtain a loan or to otherwise pay CONTRACTOR for any services and or training provided in connection with this Agreement.

7. Budget Plan.

CITY may require additional budget detail on employee benefits, in-kind contributions, leveraged funds, equipment purchases, facility costs, and similar data pertinent to this AGREEMENT. If required, this additional budget detail is due within ten (10) calendar days from the date of written request for such details.

K. Maintenance of Effort.

CONTRACTOR represents that the WIOA services funded under this AGREEMENT shall result in an increase in client services over those that would otherwise be available through CONTRACTOR without such WIOA funds.

L. CONTRACTOR's Assurances

1. CONTRACTOR represents that it is an experienced, successful provider and is aware of or will apprise itself of all applicable WIOA laws and regulations.

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2. CONTRACTOR shall cooperate fully with CITY's performance activities, including without limitation auditing CONTRACTOR's programs, operations and records; conducting training for contractors; and coordinating the CONTRACTOR's program with related programs and services.
3. CONTRACTOR agrees to perform any and all other assurances required by any applicable law or regulation. CONTRACTOR further agrees to execute any additional writing required to evidence such assurances if requested to do so.
4. CONTRACTOR understands and agrees that the assurances contained in this AGREEMENT are material representations upon which CITY does and will continue to rely upon as the basis for entering into this AGREEMENT. CONTRACTOR understands and agrees that any act or omission which is inconsistent with these assurances shall be deemed a material breach of this AGREEMENT, and cause for immediate termination pursuant to Section 10 of this AGREEMENT, entitled "TERMINATION". CONTRACTOR shall immediately notify CITY of any change in facts or circumstances related to these assurances.
5. The purchase and disposition of property and supplies shall be governed by 20 C.F.R. Section 645.300, OMB Circular A-110, as revised and further amended, or 29 CFR Parts 95 and 97, to the extent applicable. Real property shall not be purchased with WIOA funds. The purchase and disposition of capital equipment costing more than \$5,000 shall require CITY pre-approval. CONTRACTOR shall maintain inventories and safeguard all equipment purchased with WIOA funds.

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EXHIBIT G

INSURANCE

CONTRACTOR, at CONTRACTOR'S sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by CONTRACTOR, its agents, representatives, employees, or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. *Applicable only if vehicles used in the course of training and/or instructors driving to and from City of San José during instructions-*
The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. *Applicable only if Professional training is being provided such as, but not limited to: Medical, Cosmetology (Beauty Shop or Barber Shop), Massage Therapy, Scientific, Legal, Real Estate, Accounting, or other licensed training as necessary:* Professional Liability Errors and Omissions.

B. Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor and Employers Liability limits of \$1,000,000 per accident; and
4. Professional Liability Errors and Omissions \$1,000,000 per occurrence/Aggregate Limit.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager. At the option of CITY, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officer, employees, agents and contractors; or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CITY's Risk Manager.

D. Other Insurance Provisions

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The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages
 - a. The City of San José, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, leased or used by CONTRACTOR; and automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.
 - b. CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of CONTRACTOR's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies by CONTRACTOR shall not affect coverage provided CITY, its officers, employees, agents, or contractors.
 - d. Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Coverage shall contain a waiver of subrogation in favor of the City, its officials, employees, agents and contractors
2. Workers' Compensation

Coverage shall contain a waiver of subrogation in favor of the City, its officials, employees, agents, and contractors

3. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to CITY, except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

F. Verification of Coverage

CONTRACTOR shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either emailed in pdf format to: Riskmgmt@sanjoseca.gov, or mailed to the following postal address (or any subsequent email or postal address as may be directed in writing by the Risk Manager):

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City of San José – Finance
Risk Management
200 East Santa Clara St., 14th Floor - Tower
San José, CA 95113-1905

G. Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.

CERTIFICATIONS

Cert. 1.1 DEBARMENT AND SUSPENSION CERTIFICATION

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspending”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 C.F.R. Section 98.510, Participants' Responsibilities (updated and amended at 29 C.F.R. § 98.300 et seq.). The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

1. The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

SIGNATURE

DATE

NAME and TITLE of AUTHORIZED REPRESENTATIVE

ORGANIZATION

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Cert. 1.2
LOBBYING CERTIFICATION
(For Contracts, Grants, Loans and Cooperative Agreements)

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or 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 or cooperative agreement.
2. If any funds other than Federally 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 undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. 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 31 U.S.C. Section 1352. 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.

SIGNATURE

DATE

NAME and TITLE of AUTHORIZED REPRESENTATIVE

ORGANIZATION

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ATTACHMENT F
CUSTOMER REFERENCE FORM

This form is for reference only. Proposers are required to complete the form in the WebGrants Funding Opportunity Attachments Component..

Name of Proposer:	
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Please submit three (3) different customer references using this form. Proposers should copy this form as required to meet the reference submission requirements (one form per customer). References should demonstrate a combined total of at least five (5) years' experience providing, the same or similar product or service as what is required by this RFP. References should be recent, i.e. for projects implemented within the last five (5) years.

SECTION I: CUSTOMER INFORMATION

Company/Organization Name:	
Customer Address:	
Contact Name and Title:	
Contact Phone Number:	
Contact Email Address:	

SECTION II: PROJECT/CONTRACT DETAILS (update questions as applicable)

Value of Contract (please breakout by annual recurring cost and implementation costs if applicable):	
Term of Contract:	
If contract was terminated, please indicate the circumstances.	
List all subcontractors, if any, you used for this contract and the extent of their participation.	
Please provide a <u>detailed</u> description of the services provided under this contract.	
Are these services the same or similar to what you are proposing in your response to this RFP? If no, please explain the difference and why.	

**ATTACHMENT G
CONFLICT OF INTEREST FORM**

This form is for reference only. Proposers are required to complete only the form in the WebGrants Funding Opportunity Attachments Component.

NAME:

DATE:

PROPOSED

ASSIGNMENT:

In order for the City to assess whether the personnel proposed to be assigned by the successful Proposer to work on the Proposed Assignment have a conflict of interest, this form must be completed by each person that the Proposer intends to assign.

Questions	Yes (Provide Details)	No
Personal Relationships Do you currently have or have had any official, professional, financial, or personal relationships with any person or firm associated with this assignment? If yes, describe the type and extent of the relationship. In your opinion, might this affect your judgment or your ability to execute this assignment in a fair and impartial manner?		
Stock and Investments Do you own any stock in any company likely to be affected by or involved in the Proposed Assignment? Does your spouse or a dependent own any stock in company likely to be affected by or involved in the Proposed Assignment? Do you hold any investments in any entity (e.g. partnership, limited liability company, or a trust) likely to be affected by or involved in the Proposed Assignment: Does your spouse or a dependent hold any investments in any entity (e.g. partnership, limited liability company, or a trust) likely to be affected by or involved in the Proposed Assignment? If the answer is yes to any of the above questions, please provide the name of the company and the amount of the stock or investment.		

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Questions	Yes (Provide Details)	No
Employment & Consulting Is your spouse or a dependent employed/retained by anyone likely to be affected by or involved in the Proposed Assignment? Has your spouse or dependent been previously employed/retained by anyone likely to be affected by or involved in the Proposed Assignment? Have you been employed/retained by anyone likely to be affected by or involved in the Proposed Assignment? If the answer is yes to any of the above questions, please provide name of employer, nature of services provided and if the dates employed or retained.		
Payments or Gifts Within the past 12 months, have you received any payments or gifts from anyone likely to be affected by or involved in the Proposed Assignment? Within the past 12 months, has your spouse or a dependent received any payments or gifts from anyone likely to be affected by or involved in the Proposed Assignment? If the answer is yes , please provide the amount the payment or value of the gift, the name and position of the payor/donor and the date of receipt.		
Real Estate Do you own real property that is likely to be affected by or involved in the Proposed Assignment? Does your spouse or a dependent own real property that is likely to be affected by or involved in the Proposed Assignment? If the answer is yes , please provide the location of the property.		
Positions Do you currently hold a position (e.g. member of a board of directors) of any entity (e.g. a company, partnership, association, nonprofit) that is likely to be affected by or involved in the Proposed Assignment? Does your spouse or a dependent hold a position (e.g. member of a board of directors) of any entity (e.g. a company, partnership, association, nonprofit) that is likely to be affected by or involved in the Proposed Assignment? If the answer is yes , please provide the name of the entity, and the title of the position held.		
Are you aware of any facts or circumstance that might give someone the impression that your participation in this process would create a conflict of interest?		

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If during the course of the assignment, any personal, external, or organizational impairments occur that may affect your ability to perform the work and report findings impartially, the undersigned will notify the respective Program Manager immediately.

Signature

Print Name

Date