



NOTICE OF AVAILABILITY OF FUNDS

WIOA NAPA YOUTH PROGRAM OPERATOR

Request for Proposals (RFP)

Issue Date: May 25, 2018

The Workforce Alliance of the North Bay does not discriminate on the basis of sex, race, color, religion, disability, marital status, or national origin in employment or in its educational programs and activities. Auxiliary aids and services are available upon request to individuals with disabilities. Alternative formats will be made available upon request.

SECTION I: GENERAL INFORMATION

A. PROPOSAL SUBMISSION INSTRUCTIONS

The Workforce Alliance of the North Bay (hereafter referred to as the “Alliance”) seeks proposals from experienced organizations interested in providing workforce-related services and support to youth in Napa County. The provision of these services is to be funded by Title I of the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128.

INSTRUCTIONS AND DEADLINE FOR PROPOSAL SUBMISSION:

Proposals must be received no later than 5:00 P.M. on June 22, 2018 (postmarks not accepted).

Bidders must submit the following: one signed original, one electronic version (thumb-drive), and seven (7) hard copies of the proposal.

Proposals may be mailed or hand-delivered to:

Workforce Alliance of the North Bay
Attn: Patricia Borrego
1546 First Street, Napa, CA 94559

PLEASE NOTE: Faxed proposals will not be accepted.

B. PROCUREMENT TIMELINE

RFP Release Date:	May 25, 2018
Bidder’s Conference:	May 31, 2018, 10:00 AM
Deadline for Proposal Submission:	June 22, 2018
Panel Review and Rating Completed:	June 25 2018
Advisory Subcommittee Recommendation	June 26, 2018
Alliance Workforce Development Board/Executive Committee Approval (special meeting):	June 27, 2018
Alliance Governing Board Approval:	Week of June 28, 2018
Contract Beginning Date:	August 1, 2018

Dates are subject to change.

C. OVERVIEW OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014. It repeals the Workforce Investment Act of 1998 and replaces it with new authorization language that is in effect from July 1, 2015 through June 30, 2020. Section 2 of the Act describes the objectives of the legislation:

The purposes of this Act are the following:

- (1) *To increase, for individuals in the United States, particularly those individuals with barriers to employment, access to and opportunities for the employment, education, training, and support services they need to succeed in the labor market.*
- (2) *To support the alignment of workforce investment, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system in the United States.*
- (3) *To improve the quality and labor market relevance of workforce investment, education, and economic development efforts to provide America's workers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages and to provide America's employers with the skilled workers the employers need to succeed in a global economy.*
- (4) *To promote improvement in the structure of and delivery of services through the United States workforce development system to better address the employment and skill needs of workers, jobseekers, and employers.*
- (5) *To increase the prosperity of workers and employers in the United States, the economic growth of communities, regions, and States, and the global competitiveness of the United States.*
- (6) *For purposes of subtitle A and B of title I, to provide workforce investment activities, through statewide and local workforce development systems, that increase the employment, retention, and earnings of participants, and increase attainment of recognized postsecondary credentials by participants, and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet the skill requirements of employers, and enhance the productivity and competitiveness of the Nation.*

To review the full text, The Workforce Innovation and Opportunity Act (WIOA) can be accessed using the following link:

<http://www.gpo.gov/fdsys/pkg/PLAW-113publ128/pdf/PLAW-113publ128.pdf>

D. OBJECTIVE OF THE RFP

The purpose of this RFP is to identify an experienced and qualified organization(s) to act as the WIOA Youth Program Operator(s) in Napa County.

The selected contractor(s) will be responsible for: (a) providing workforce services and support to youth in the community and (b) fulfilling the purpose and intent of the WIOA.

All programs must be responsive to WIOA regulations, local labor market demands, local standardized system policies, and operational directives.

Successful programs will drive measurable outcomes, provide a quality customer experience, and operate with maximum cost efficiency and effectiveness.

E. TERM OF THE AGREEMENT

The Alliance will award an Agreement for a period of one year beginning August 1, 2018 through June 30, 2019. The Alliance shall have the right to renew the Agreement without rebidding for three (3) additional one (1) year terms, (2019-20, 2020-21, 2021-2022) prior to the expiration of the initial term or renewal term of the Agreement. A renewal determination will be made by the Alliance Regional Workforce Development Board (RWDB) at a regularly

scheduled meeting and will be contingent upon the satisfactory achievement of agreed upon performance measures and availability of funding and requiring Workforce Alliance Governing Board approval. In the event the Alliance exercises such right, all terms and conditions, requirements and specifications of the Agreement shall remain the same and apply during the renewal terms. This Agreement will not automatically renew without the expressed consent of the Workforce Alliance of the North Bay.

F. PROGRAM LOCATIONS

Bidders will be asked to propose a specific location (Appendix C) for meeting and delivering services to youth participants. Any location proposed by the respondent should be easily accessible to the youth population (e.g. a place where young adults congregate and/or a place that is near public transportation and/or the program will provide transportation).

G. AVAILABLE FUNDING

At this time, the amount of funds available for allocation is not available. For informational estimates, the amount of \$190,379 may be available, based on prior year funding levels:

In addition, any available carry-in funds from the previous year will be made available to the selected respondent, assuming a successfully negotiated contract.

WANB anticipates that future year funds will be of similar amounts, although this is subject to actual availability of funds and any relevant laws, regulations, and policies, as well as subcontractor performance.

Per WIOA regulation, a minimum of 20% must be spent on work experience activities for youth, such as summer and year-round employment, pre-apprenticeship, on-the-job training, or internships and job shadowing.

H. ELIGIBLE APPLICANTS

Proposals will be accepted from qualified providers capable of successfully operating a Workforce Innovation and Opportunity Act (WIOA) Youth Program in accordance with the requirements of WIOA.

Eligible bidders include private and public, secondary or post-secondary education institutions, faith-based organizations, for-profit and not-for-profit agencies, community-based organizations, or other legally established entities.

Bidders must have the administrative and fiscal capacity to successfully provide the services identified in this RFP.

Partnerships or consortiums may respond; however, collaborations submitting proposals must identify a lead agency that will be responsible for management, coordination of services, operations, financial accountability, legal obligations and all reporting requirements.

I. CONFLICT OF INTEREST

Respondents should seek to avoid any potential conflict of interest and specifically address items listed below as they relate to your organization.

- Successful respondents must maintain a written code of standards or conduct governing the performance of persons engaged in WIOA programs and activities.
- Respondents must disclose any potential conflicts of interest arising from relationships with training providers and other service providers. (WIOA Section 121 (d) (4)).

Any organization that has been selected or otherwise designated to perform more than one function related to WIOA must develop a written plan that clarifies how the organization will carry out its multiple responsibilities while demonstrating compliance with WIOA, corresponding regulations, relevant Office of Management and Budget circulars, and conflicts of interest. This plan must limit conflict of interest or the appearance of conflict of interest, minimize fiscal risk, and develop appropriate firewalls within that single entity performing multiple functions.

SECTION II: SCOPE OF WORK

A. TARGET POPULATION

To be eligible to participate in the WIOA youth program, an individual shall, at the time of the eligibility determination, be an out-of-school youth or an in-school youth, defined below:

WIOA Eligible Out-of-School Youth

An individual between the ages of 16 and 24 who is not attending any school and meets at least one of the following criteria:

- School dropout
- Within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter
- Recipient of a secondary school diploma or its recognized equivalent who is low-income and:
 - Basic skills deficient; or
 - An English language learner.
- Subject to the juvenile or adult justice system
- 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
- Pregnant or parenting
- Individual with a disability
- Low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment

WIOA Eligible In School Youth An individual who is between the ages of 14 and 21 who is attending school, low income, and meets at least one of the following criteria:

- Basic skills deficient
- An English language learner
- An offender
- 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
- Pregnant or parenting Individual with a disability
- Requires additional assistance to enter or complete an educational program or to secure or hold employment

Please Note: At least 75 percent of funds must be used to serve WIOA eligible out of school youth.

Service providers funded under this RFP will be working toward the system goals outlined in the State of California unified workforce development plan, North Bay regional plan, and WANB local strategic plan. These documents also provide labor market analyses on priority sectors for the North Bay. Bidders should familiarize themselves with these documents. The plans can be found at the following link www.workforcealliancenorthbay.org

B. SERVICE DELIVERY

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

Objective Assessment of academic levels, occupational and basic skill levels, employability, and service needs of each participant (unless a recent assessment has been conducted in the last six months).

Service Strategy developed for each participant based on the assessment of the individual and the performance goals of the program (unless a recent service plan has been developed in the last six months).

Additional Elements:

- Activities leading to the attainment of a secondary school diploma or its recognized equivalent or a recognized postsecondary credential.
- Strong linkages between academic instruction and occupational education that lead to the attainment of recognized postsecondary credentials.
- Preparation for postsecondary educational and training opportunities, including work experience activities. Note: At least 20% of funds made available through this RFP must be used on work experience activities.
- Preparation for unsubsidized employment opportunities, and in appropriate cases, effective connections to employers, particularly those in the designated priority sectors.
- Partnerships that will be leveraged, particularly to assist youth in accessing occupational skills training, preferably in the North Bay's priority sectors.
- Partnerships that will be leveraged to assist youth with addressing barriers to employment.

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

1. Tutoring, study skills training, instruction and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individual with disabilities) or for a recognized post-secondary credential;
2. Alternative secondary school services, or dropout recovery services, as appropriate;
3. Paid and unpaid work experiences that have academic and occupational education as a component of the work experience, which may include the following types of work experiences:
 - a. Summer employment opportunities and other employment opportunities available throughout the school year;
 - b. Pre-apprenticeship programs;
 - c. Internships and job shadowing; and
 - d. On-the-Job training opportunities.
4. Occupational skill training, which includes priority consideration for training programs that lead to recognized post-secondary credentials that align with in-demand industry sectors or occupations in the local area involved, if the Alliance RWDB determines that the programs meet the quality criteria described in WIOA sec.123;

5. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
6. Leadership development opportunities, including community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors;
7. Supportive services;
8. Adult mentoring for duration of at least twelve (12) months that may occur both during and after program participation;
9. Follow-up services, for at least twelve (12) months after the completion of participation;
10. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth;
11. Financial literacy education;
12. Entrepreneurial skills training;
13. Services that provide labor market and employment information and in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services; and
14. Activities that help youth prepare for and transition to post-secondary education and training.

As outlined in the Alliance local plan, preference will be given to proposals that utilize best practices in serving youth, including youth with disabilities. The California Workforce Investment Board funded a UC Davis evaluation of the state's youth workforce development system, which found that the most successful programs commonly utilize strategies which include a holistic approach that combines employment preparation with personal support; learning experiences that combine work with the chance to build self-confidence and to learn what it takes to be a good employee; and caring adult supervision (9/2006). Preference will be given to proposals which utilize such strategies.

C. DESIGNATED INDUSTRY SECTORS

As outlined in the Alliance local and North Bay regional strategic plans, Workforce Development Boards are working to support the state's goals of career pathway development in priority industry sectors across the region. Healthcare and Manufacturing are the primary focus of regional planning efforts, although work is also occurring in other industries, including tourism. The prioritized sectors reflect employment projections according to education/training and have been identified as the fastest growing occupations and occupations with the most job openings. The current list of priority sectors and sectors of interest are as follows:

Hospitality & Tourism: This sector is comprised of establishments providing accommodation and food services for immediate consumption, and tourism services.

Manufacturing: This sector is comprised of establishments engaged in the mechanical, physical, or chemical transformation of materials, substances, or components into new products.

Health Care & Social Assistance: This sector is comprised of establishments providing healthcare and social assistance for individuals.

Professional & Business Services: This sector includes Professional, Scientific, and Technical Services firms engaged in a variety of activities in which human capital is the major input. This includes professional accounting, legal and engineering services. This sector also includes Other Business and Personal Services where firms are engaged in providing services including equipment and machinery repairing, promoting or administering religious activities, advocacy, and providing dry cleaning/laundry services, personal care services, pet care services, photofinishing services, and dating services.

Transportation & Warehousing: This sector includes industries providing transportation of passengers and cargo, warehousing and storage for goods, scenic and sightseeing transportation, and support activities related to modes of transportation.

Utilities: This sector is comprised of establishments engaged in the provision of utility services including electric power, natural gas, steam supply, water supply, and sewage removal.

Construction: This sector is comprised of establishments primarily engaged in the construction of buildings or engineering projects such as highways and utility systems.

Public Sector: This sector is comprised of federal, state, and local government agencies that administer, oversee, and manage public programs and services, and have executive, legislative, or judicial authority over other institutions within a given area.

The sectors offer a framework to understand employment opportunities in the North Bay, to engage employers, and to develop career pathways and training opportunities that are consistent with the needs of the employers in the Alliance's service area.

Sector strategies will be developed to support the Alliance's designated industry sectors and to educate and connect youth and jobseekers to employment within these sectors.

The Youth Program Operator(s) will be required to ensure connectivity to the designated industry sector efforts.

D. PERFORMANCE INDICATORS AND GOALS

Annual performance goals will be established prior to 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:

- **Employment, Education, or Training:** The number/percentage of program participants who are in education or training activities, or in unsubsidized employment, during the second quarter after exit from the program.
- **Retention:** The number/percentage of program participants who are in education or training activities, or in unsubsidized employment, during the fourth quarter after exit from the program.
- **Earnings:** The median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program.
- **Degree or Certificate Attainment:** The number/percentage of program participants who obtain a recognized postsecondary credential or a secondary school diploma or its recognized equivalent during participation in or within 1 year after exit from the program.

2018-19 WIOA Youth performance goals, as negotiated with the state.

2018-19 Youth Goals	
Employment or Placement Rate 2nd Quarter After Exit	62.4%
Employment or Placement Rate 4th Quarter After Exit	56%
Median Earnings	BASELINE
Credential Attainment within 4 Quarters After Exit	42%

These goals are provided as a reference only. Goals will be revisited and renegotiated on an annual basis.

The State of California and/or the Alliance Regional Workforce Development Board may develop additional performance indicators and establish goals for the Contractor(s) beyond those listed above. The Board may set goals for the number of individuals enrolled, served, trained, and/or placed (in addition to percentage goals) to ensure a strong return on investment and adequate levels of service and outcomes for the community.

E. MANAGEMENT AND REPORTING

Contractor(s) will meet regularly (no less than quarterly) with Alliance 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. Contractor(s) will utilize any Alliance-prescribed reporting tools and will ensure timely data entry in the appropriate

database(s). Additionally, contractors will need to be available at Workforce Alliance RWDB and Governing Board meetings to report on program progress.

If the Contractor is not meeting expected performance levels, Alliance staff may request corrective action plans and/or conduct additional monitoring.

In the event that multiple contractors are selected to serve the Alliance area, Alliance staff will bring the Contractors together on a regular basis to encourage collaboration and ensure consistency across WIOA-funded programs. In addition, regional collaboration and reporting will be required under WIOA. The Alliance expects that program operators will be required to participate in regional work. The level of participation and specific roles that they will play has yet to be determined.

Alliance staff will be responsible for reporting to the State and will field all requests from the County Board of Supervisors, RWDB, the media, and other interested stakeholders. Contractor(s) will be expected to support with reporting requests as needed. Contractor(s) will respond to reporting requests in a prompt and timely manner.

F. BRANDING

WIOA-funded programs will follow federal, state, and Alliance RWDB branding guidelines. In fulfilling the duties under any award made possible by this RFP, contractor(s) will not use their brand or promote their own organization without the explicit permission of the RWDB or its staff.

G. PARTNERSHIPS

Youth Program Operator(s) are a mandated partner in the One Stop service delivery system. As such, Contractor(s) must work in collaboration with the Required Partners listed in Section 121 (b) (1) of the WIOA:

- WIA Title I programs
- Wagner-Peyser programs
- Adult Education and Literacy programs
- Rehabilitation Act programs
- Welfare-to-Work
- Older Americans Act programs
- Perkins postsecondary vocational education activities
- Trade Adjustment Assistance and NAFTA-TAA programs
- Veterans Employment and Training
- Community Service Block Grant employment and training activities
- HUD employment and training activities
- Unemployment compensation programs
- Second Chance Act Programs
- Temporary Assistance for Needy Families (TANF) * See note below.

Contractor(s) may also be required to partner with any other entities, approved by the Alliance RWDB and Governing Board, who carry out workforce development programs, such as:

- Employment and training programs administered by the SSA
- SNAP and SNAP Employment and Training programs
- Client assistance programs
- National and Community Service state grants

- Other appropriate federal, state or local employment, education and training programs

In accordance with WIOA and EDD Directive WSD15-12, the Alliance RWDB will enter into a Memorandum of Understanding (MOU) with each of the System Partners listed above. At a minimum, the MOU will include:

- The specific services that will be provided through the workforce system, including the manner in which the services will be coordinated and delivered.
- Methods of referral between the System Partners.
- Cost sharing agreement.
- Methods to ensure the needs of system customers will be met, including workers, youth, individuals with barriers to employment, and individuals with disabilities.

Contractor(s) will be expected to comply with the terms of the MOU and the specific responsibilities outlined for the Youth Program Operator.

SECTION III: PROPOSAL

A. REQUIRED ELEMENTS OF A PROPOSAL

The proposal should consist of the following components:

1. Cover Page (Appendix A) bearing the original signature of an individual authorized to bind the proposer in a formal agreement.
2. Proposal Checklist/Table of Contents (Appendix B) noting the sequentially numbered page(s) where each item of the proposal and attachments to the proposal may be found.
3. Proposed Site: Complete and include the Proposed Site Form (Appendix C). If you are bidding on multiple program locations, you must submit separate Proposed Site Forms for each location.
4. Organizational Capacity and Structure: Describe your organization's capacity to carry out your proposed program design while meeting all other contractual requirements described in the Scope of Work (Section 2). Explain how your organization's leadership will manage toward negotiated program goals and troubleshoot any areas of concern (e.g. underperformance, staff turn-over, under/over spending).

Describe your organizational structure, specifically as it relates to your ability to provide cost effective, high quality services to youth. Include an organizational chart and job descriptions and/or resumes directly relevant to the WIOA youth program.

5. Experience and Demonstrated Ability: Describe your organization's experience providing services similar to those required in the Scope of Work. Specify any experience managing workforce development or youth programs, including working with state and/or federal regulations. All bidders must have experience in operating youth programs and/or providing any of the following related services: employment, job education/training, youth development, supportive services for at-risk youth, and/or social services.

Include a detailed account of past outcomes achieved and describe your organization's track record for meeting and exceeding performance goals.

6. Program Design and Approach
 - a. Provide a description of your program design and how you will approach each of the required elements in the Scope of Work (Section 2), including:
 - i. Recruiting eligible youth, specifically out of school youth
 - ii. Engaging the designated industry sectors
 - iii. Meeting or exceeding performance goals
 - iv. Meeting the needs of youth with barriers to employment
 - v. Developing and working with partners
 - vi. Timely data entry and reporting to RWDB staff
 - b. Provide a detailed narrative of your approach to each of the required program design and service elements in the Scope of Work (See Section 2.C). Include specifics and numbers wherever possible.

- c. Include a detailed description of any additional services or strategies that will be implemented.
 - d. Include a Customer Flow Chart summarizing client flow through the system.
 - e. If the proposer wants to sub-contract elements of the program, provide the subcontractor's organization name, qualifications, and a letter from the sub-contractor acknowledging the ability and willingness to provide the services. If the element will be sub contracted out, please note the process that will be used to secure the sub-contract and how the element will be made available if the sub contract is not in place on July 1.
7. Program Budget Form: Complete and include the Program Budget Form according to the instructions (Appendix D). If you are bidding on multiple program locations, you must submit separate Budget Forms and Narratives for each location.
8. Budget Narrative: Provide a budget narrative that includes a brief description of the costs charged to each item on the Budget Form. Describe your budget assumptions, unique expenditures, or other budget information you would like the evaluation committee to consider. Include a description of in-kind contributions, if any. Follow the instructions included in (Appendix D).
9. Financial Statement/Audit: Provide a complete financial statement, prepared in conformity with Generally Accepted Accounting Principles (GAAP), based upon an audit that is not more than eighteen (18) months old by the time of the proposal submission deadline. This statement must be certified by an independent Certified Public Accountant (CPA). The statement should clearly identify the financial condition of the applicant's business entity as well as that of its corporate structure, if applicable. The financial statement will be used in determining the applicant's financial condition, including the working capital position that would permit the applicant to perform a contract of the size indicated by this RFP.

Applicant must also submit a current tax return or for non-profit organizations, a copy of the organizations current IRS Form 990. Governmental organizations are exempt from this requirement.

If you are unable to submit these documents, please explain.

B. GENERAL PROPOSAL CONDITIONS

Proposals should be thorough, well written, and responsive to the RFP. In order to be competitive, proposals must include all of the requested information, completed forms, and attachments. Responses should be organized, and each section should be clearly labeled. In order to enable direct comparison between responses, all proposals must be submitted in strict conformity to the stated requirements. Failure to adhere to all requirements may result in your proposal being disqualified as non-responsive. Proposals without an original, authorized signature may be rejected.

Unnecessarily elaborate or lengthy proposals, beyond what is needed to provide a sufficient and clear response to all the RFP requirements, are not desired.

Bidders agree to provide the Alliance with any other information the Alliance determines is necessary for an accurate determination of the prospective Contractor's qualifications to perform services.

C. BIDDERS CONFERENCE

WANB will conduct a Bidder's Conference. The conference is provided so that respondents have the opportunity to raise any questions they may have pertaining to the development of their proposals. It is not the intent of WANB to offer personalized technical assistance, but rather to provide examples, clarify information or answer questions pertaining to this RFP. The Bidder's Conference, which will include a review of the RFP and a question and answer period, will be held on May 31, 2018, 10:00 a.m., 1546 First Street, Napa, CA . Potential respondents may not contact any other Alliance employees or RWDB members about this RFP during the solicitation and evaluation process. Inappropriate contacts are grounds for disqualification.

PLEASE BE ADVISED THAT QUESTIONS REGARDING THE PREPARATION OF INDIVIDUAL RESPONSES TO THIS RFP WILL ONLY BE ANSWERED AT THE BIDDER'S CONFERENCE. PROPOSERS ARE STRONGLY ENCOURAGED TO ATTEND SO THAT THEY WILL HAVE ACCESS TO THE SAME INFORMATION AS OTHER PROPOSERS. A written record of questions and answers resulting from the Bidder's Conference will be kept and posted on line at: www.workforcealliancencorthbay.org

D. WITHDRAWAL OR MODIFICATION

Request for Proposal: The Alliance reserves the right to withdraw or modify the RFP in whole or in part, at any time and for any reason. If an amendment is issued it shall be provided to all known prospective bidders. If necessary, a new proposal deadline will be established. Prospective bidders shall respond to the final written RFP and any exhibits, attachments, and amendments. The Alliance also reserves the right to cancel or reissue the RFP at its sole discretion.

Proposals: Proposals may be withdrawn or modified at any time prior to the deadline for proposal submission.

Requests to withdraw a proposal should be submitted in a letter from the authorized signatory on the bidder's letterhead.

In order to modify a proposal, the bidder must resubmit the proposal package in full prior to the submission deadline, 5:00 P.M. on June 22, 2018. The new proposal package should include a letter from the authorized signatory on the bidder's letterhead explaining the changes made.

Written requests/resubmissions should be submitted to the Alliance at the contact listed on page 2 of this RFP.

E. BIDDER RESPONSIBILITY

Bidders are expected to be thoroughly familiar with all specifications and requirements of this RFP. Failure to examine any relevant form, article, site or document will not relieve the bidder from any obligation regarding this RFP. By submitting a response, bidders are presumed to concur with all terms, conditions, and specifications of the RFP. Any and all

deviations from the RFP must be clearly stated in the proposal. Excessive deviations or those which could affect vital terms may reduce or eliminate the prospect of award.

The proposal preparation cost is solely the responsibility of the bidder and shall not be included as part of the proposal budget. All records, documents and information collected and/or maintained by others in the course of the preparation of this reply shall be made accessible to the Alliance for purposes of inspection, reproduction, and audit without restriction. Bidders agree that the Alliance may audit, examine, and copy any and all books, records and information relating to the proposed services at no cost to the Alliance. Bidders must maintain all records until the contract has been awarded.

F. CONFIDENTIAL AND PROPRIETARY DATA

Proposals are not to be marked as confidential or proprietary. Since all proposals are subject to public disclosure by the California Public Records Act and State regulations, Bidders should consider whether to provide any documents that they consider to be confidential or proprietary. Additionally, all proposals shall become the property of the Alliance. The Alliance reserves the right to make use of any information in the proposals submitted.

G. CONSORTIUM PROPOSALS

Bidders who plan to perform the work as a consortium must provide the following information for each of the partners:

- Cover Page (Appendix A)
- Response to Section 3.A.iii: Organizational Capacity and Structure
- Response to Section 3.A.iv: Experience and Demonstrated Ability
- Organizational Chart
- Staff Resumes and/or Proposed Job Descriptions (related to the required Scope of Work)
- Financial Statements/Tax Returns

The principal or lead organization must be identified on the proposal Cover Page.

SECTION IV: PROPOSAL EVALUATION AND SELECTION PROCESS

A. EVALUATION CRITERIA

<u>Criterion</u>	<u>Points Allotted</u>
Organizational Structure and Capacity	20
Experience and Demonstrated Ability	30
Program Design and Approach	35
Budget	15

Proposals will be evaluated by the following categories:

Organizational Structure and Capacity:

1. The organization's capacity and commitment to carrying out the proposed program design and the ability to meet all requirements of the contract.
2. The adequacy of the organizational structure and proposed staffing for the contract.

Experience and Demonstrated Ability Reviewers will evaluate:

1. The relevance and extent of the organization's past experience in serving the target population.
2. The demonstrated ability to achieve outcomes and meet performance goals.

Program Design and Approach:

1. The extent to which the narrative is comprehensive and responsive to the Scope of Work (Section 2).
2. The extent to which the proposal meets the tenets of the Workforce Innovation and Opportunity Act.
3. The quality of strategies and approaches to ensure participants receive effective services that are consistent with policies and produce quality outcomes while minimizing cost.
4. The nature and quality of partnerships to be leveraged, including partnerships with employers.
5. The quality of strategies to serve youth with barriers to employment.

Budget Review:

1. The accuracy and completeness of the budgets.
2. Whether costs are reasonable, allowable, necessary, and fully justified, as measured by a review of the line item budget and the proposed program design.

B. AWARD

A selection committee will review all proposals and will score and rank them according to the evaluation criteria. The highest scoring proposal(s) will be submitted to the Napa Advisory Subcommittee of the RWDB which will then form a recommendation for the RWDB and the Alliance Governing Board for approval and final Award.

The Alliance reserves the right to request additional written or oral information from Bidders in order to obtain clarification in instances when the proposal is unclear.

The Alliance reserves the right to award an Agreement without conducting interviews; however, Bidders may be asked to interview and/or conduct presentations about the proposal. If such interviews are conducted, the following conditions shall apply:

1. Interviews and negotiations will only be conducted with potentially acceptable replies. The Alliance reserves the right to limit negotiations to those replies which received the highest rankings during the initial evaluation phase.
2. Terms, conditions, prices, methodology, or other features of the proposal may be subject to negotiation and subsequent revision. As part of the negotiations, Bidder may be required to submit additional financial information and other data to allow for a detailed evaluation of the feasibility, reasonableness, and acceptability of the reply.
3. The minimum requirements detailed in the Scope of Work (Section II) are not negotiable and will remain unchanged unless the Alliance determines that a change in such requirements is in the best interest of the Alliance.

An Award will be made to the Bidder whose offer is the most advantageous to the Alliance from the standpoint of previous experience, quality of program design, ability to deliver, price, leveraged resources, or for any other reason deemed to be in the best interest of the Alliance. Award will not be determined by price alone.

The Alliance expressly reserves the right to accept or reject any or all replies, to modify, alter, or waive any technicalities or provisions, or to accept the reply which is determined to be the best evaluated offer. Submission of a reply confers no rights upon the Bidder nor obligates the Alliance in any manner. The Alliance reserves the right to award no Agreement and to solicit additional proposals at a later date.

Any proposal may be rejected if it is conditional, incomplete, or deviates from specifications in this RFP. The Alliance reserves the right to accept any part of the proposal and not be obligated in any way to accept those parts that do not meet with the approval. The Alliance reserves the right to waive, at its discretion, any procedural irregularity, immaterial defect or other impropriety not warranting rejection of the proposal. Any waiver will not excuse an applicant from full compliance if awarded a contract.

Competitive negotiation requires that at least two (2) responsive proposals for the same scope of work and service area be received in response to the RFP. A competition is considered failed if only one responsive proposal is received. If a competition is declared failed, the Alliance has the option to recompet the procurement or to enter into a sole source agreement.

The Alliance reserves the right to award an Agreement to the next most qualified Bidder if a successful Bidder does not execute an Agreement within thirty (30) days after the award decision is communicated.

C. Protests

All protests to resolve disputes concerning this RFP shall be written, must specify in detail the grounds of the protest, the facts and evidence in support thereof and the remedy sought. The written protest must be delivered to the Patricia Borrego, Clerk of the Board, Workforce Alliance of the North Bay, 1546 First Street, Napa, CA 94559, within the time limits provided below. In the absence of a timely and properly submitted written protest, no party responding to this RFP shall be eligible for any remedy.

Any proposer desiring to protest a funding determination concerning this RFP or the recommendation of the WANB staff must file a protest, in writing, to Bruce Wilson, Executive Director, Workforce Alliance of the North Bay, 1546 First Street, Napa, CA 94559, by Friday, July 13, 2018, at 5:00 p.m. The written protest must include the specific nature of the protest and the remedy sought. The WANB Governing Board shall resolve any protest based upon the written protest and any oral or written response thereto provided by staff. Any WANB Governing Board resolution shall be made prior to any funding determination under this RFP. The WANB Governing Board's decision is final.

D. Contracting

Contracts will be effective August 1, 2018, and Contractor(s) must be prepared to have the proposed program operational on that date.

All contracts awarded through this procurement are subject to the availability of applicable Federal funding from the Department of Labor and/or the State EDD Workforce Services Division. If the Department of Labor and/or the State EDD Workforce Services Division fails to appropriately or otherwise make available sufficient funds to fund contracts and/or efficiently maintain program locations, the Alliance may terminate and/or reduce funding of any contract and/or program location in full or in part, at any time during the contract period.

Contractor(s) must adhere to all Federal, State, or Alliance directives included in the contract or issued after the execution of the contract. The Contractor selected for funding must ensure compliance with the following, as applicable: U.S. DOL regulations 20 CFR Part 652; 29 CFR Parts 96, 93, 37,2, and 98; and 48 CFR Part 31; Office of Management and Budget (OMB) Circulars A-21, A-87, A-110, A-122, and A-133 OR 46 CFR part 31, the Code of Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200, whichever is applicable.

This RFP and the successful proposal will be made part of any resultant contract. In the event of contradictions or conflicts between the provisions of the documents comprising this contract, they will be resolved by giving precedence in the following order:

1. Provisions of the contract
2. Provisions on the RFP
3. Provisions of the Vendor's Proposal

Prior to contract execution, contractor(s) must comply with the Alliance's insurance requirements. The Alliance requires evidence of insurance for the following coverages:

- General Liability with policy limits no less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate*
- Automobile Liability with policy limits no less than \$1,000,000 per accident [if required to perform the services described in the contract]
- Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- Professional Liability with policy limits no less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate [if contract relates to professional services]
- *The Contractor must provide an Additional Insured Endorsement naming the Alliance as an additional insured on its General Liability Insurance policy. The insurance certificates and endorsements must be received by the Alliance prior to the execution of the contract.

See Appendix E WANB Contract Template and WIOA Assurances.

APPENDIX

A: Cover Page

B: Proposal Checklist

C: Proposed Site Form

D: Program Budget Form and Instructions

E: WANB Contract Template and WIOA Assurances

Appendix A: Proposal Cover Page
WIOA Youth Program

Organization:

Address:

Telephone:

Fax:

Contact Person:

Contact Telephone:

Contact Email:

Lead Organization to a Consortium Yes No

Type of Organization:

Institute of Higher Education

Government Agency

Private For-Profit

Community Based Organization/Non-Profit

Other (describe):

Are any officers, or the agency, subject to federal debarment? Yes No

Are any lobbying activities conducted by the agency? Yes No

If so, can assurance be given that, if contract is entered into, WIOA funds will only be used for allowable purposes? Yes No

Funding Requested:

Total Amount Requested	Total # to be served	Cost per Customer

Certification of Proposal Content:

I certify that, to the best of my knowledge and belief, the information contained in this proposal is accurate, complete, and current as of the date below.

Name of Authorized Representative (print)

Title of Authorized Representative

Signature of Authorized Representative

Date

Appendix B: Proposal Checklist

This Proposal Checklist identifies all required elements that must be submitted with your proposal. Follow this sequence in presenting your proposal, with the Checklist serving as the Table of Contents indicating the page number where that information can be found in your proposal in the second column. The third column is for staff use only.

PROPOSAL TABLE OF CONTENTS	Page #	Verified (✓) (Staff Use Only)
Proposal Cover Page (Appendix A)		
Proposal Checklist/Table of Contents (Appendix B)		
Proposed Site (Appendix C), one for each location, if applicable		
Organizational Capacity and Structure		
Experience and Demonstrated Ability		
Program Design and Approach		
Program Budget Form (use Excel Spreadsheet), one for each location, if applicable (Appendix D)		
Budget Narrative, one for location, if applicable (Appendix D)		
REQUIRED ATTACHMENTS:		
Financial Statements/Tax Returns		
Staff Resumes and/or Proposed Job Descriptions		
Organizational Chart		
Customer Flow Chart		

Appendix C: Proposed Site

Have you identified a site in which to deliver services? Yes No:

If no, please explain your plan and timeline for identifying a site:

If yes, please complete the following:

1. Address of the proposed site:
2. Does your organization currently own or lease the site? Own Lease:

Will the site be shared with other organizations or programs? Yes No:

If yes, please list:

1. Is the site accessible by public transportation? Yes No:
2. Does the site meet Americans with Disabilities Act (ADA) standards? Yes No:

Appendix D: Budget Form Instructions

Please complete the Program Budget Form and a Budget Narrative.

The total budget amount must equal the estimated funding allocations. Budgets in excess of the estimated budget amounts provided will not be accepted for consideration.

Bidders should follow Generally Accepted Accounting Principles (GAAP) and standards when developing line item budgets. All costs must comply with the Code of Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200. Budgets must conform to all legal expenditure mandates.

Operating Costs:

- Wages and Fringe – List by Job Title and FTE (full-time equivalency). Do not forget to include a job description for each position in the attachments to his proposal. This line item includes salaries and benefits.
- Advertising – This item includes outreach and dissemination of information. Describe efforts to reach specific target population.
- Audit
- Copying/Printing – This item includes copying/printing costs associated with participant information/referral material.
- Dues/Memberships – Provide examples of the types of organizations and associations.
- Equipment (Lease/Purchase/Maintenance) – Include in this item anticipated costs for the lease, purchase, and maintenance of equipment. Include a description of the type of equipment that is planned to be purchased or leased, and the estimated cost associated with each item.
- Facilities – This item includes the annual cost of the building lease, janitorial services, and maintenance.
- Insurance – Include information regarding the types of insurance (e.g., general liability, Director and Officer's Insurance, etc.). Do NOT include health or disability insurance in this line item (this information should be included in the description of the personnel charges listed above under wages and fringe).
- Legal Fees – Please describe any ongoing litigation.
- Meeting Room Rental
- Postage
- Publications/Subscriptions – Provide detail of anticipated publications and subscriptions.
- Staff Development – Capacity building and continuing education for staff is encouraged. Provide details of the type of activities planned for staff development/continuing education.
- Staff Travel – Includes travel charges related to staff development.
- Supplies – This category is for office supplies. Do not include supplies/inventories/ testing materials directly related to participant assessment.
- Telephone/Communication – This item includes telephone service and internet
- Utilities - Electric, Water and Trash
- Other – Detail any anticipated costs that are necessary but not captured in the standard line items.

Direct Job Seeker Costs: Detail the amount of planned direct participant expenses to be incurred on the budget form. These are expenses incurred on behalf of an identifiable participant that are not already included in personnel or other operating expenses. Provide a description on the Budget Narrative for amounts entered in each of the categories on the budget form, consistent with the Program Narrative section of your proposal.

Leveraged Funds: Please list any leveraged resources from the bidder or contributing partner organizations in this column.

Indirect Costs Please note that indirect costs can only be included if your organization has an approved indirect rate from your cognizant agency and a copy is attached, or standardized cost allocation plan that can be reviewed upon request. Any indirect costs must comply with the Code of Federal Regulations Title 2, Subtitle A, Chapter II, Part 200.

Profit If you are a for-profit agency please include profit amounts in a separate line item.

Appendix E: WANB Contract Template and WIOA Assurances

**WORKFORCE ALLIANCE OF THE NORTH BAY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into as of this **1st day of July, 2018**, by and between the WORKFORCE ALLIANCE OF THE NORTH BAY, a joint powers agency, hereinafter "AGENCY," and the _____, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, AGENCY is a public entity which may enter into contracts for all necessary services;

WHEREAS, AGENCY desires to retain a person or firm to provide the following services: _____, **contingent on the annual approval of the Regional Workforce Development Board**; and

WHEREAS, CONTRACTOR competitively competed to provide such services, by submitting a written proposal (incorporated by reference herein) and warrants that it is qualified and competent to render the aforesaid services and is willing to provide such services to AGENCY under the terms and conditions set forth herein below.

TERMS

NOW, THEREFORE, for and in consideration of the Contract made, and the payments to be made by AGENCY, the parties agree as follows:

1. **Term of the Agreement.**

The term of this Agreement shall commence on the date first above written and shall continue in effect until terminated in accordance with Paragraphs 8 or 9. Certificate(s) of insurance must be current on day Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to CONTRACTOR.

2. **Scope of Services.**

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

3. **Compensation.**

a. **Fees.** In consideration of CONTRACTOR's fulfillment of the promised work, AGENCY shall pay CONTRACTOR for those services as set forth in Exhibit "B" and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract.

b. **Maximum Cost to AGENCY.** Notwithstanding subparagraph (a), in no event will the cost to the AGENCY exceed the maximum sum of _____ annually, including direct non-salary expenses, however, such amounts shall not be

construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred. As set forth in Paragraph 11 of this Agreement, should the funding source for this Agreement be reduced or increased, CONTRACTOR agrees that this maximum cost to AGENCY may be amended by written notice from AGENCY to reflect that reduction or increase, constituting a “unilateral amendment” to the agreement.

4. **Method of Payment.**

All payments for compensation and reimbursement for expenses shall be made upon presentation of itemized invoice by CONTRACTOR to AGENCY for actual hours worked on not more often than a monthly basis. The itemized invoice shall indicate, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked, direct services provided, and a detailed description of the tasks completed during the billing period, the names of person(s) performing the services and the position(s) held by such person(s), and the approved hourly or task rate. The final invoice must be submitted within 30 days of completion of the state scope of services.

5. **Independent Contractor.**

In the performance of this Agreement, CONTRACTOR shall perform this Agreement as an independent CONTRACTOR. AGENCY and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, AGENCY employees for any purpose, including workers' compensation. CONTRACTOR shall, at his own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed. CONTRACTOR and its officers, employees and agents shall be entitled to none of the benefits accorded to an AGENCY employee. AGENCY shall not deduct or withhold any amounts whatsoever from the compensation including, but not limited to amounts required to be withheld for state and federal taxes. CONTRACTOR alone shall be responsible for all such payments.

6. **Specific Performance.**

It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement.

7. **Indemnification.**

To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify AGENCY and its officers, agents, employees and volunteers from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property or losses, including, but not limited to, disallowances for payments or recoupment of WIOA funds, arising from acts or omissions of CONTRACTOR or its respective officers, agents, employees, volunteers, contractors and subcontractors in the course of rendering workforce investment services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the

negligence or willful acts of AGENCY or its officers, agents, employees, volunteers, or other contractors or their subcontractors.

CONTRACTOR shall make AGENCY whole for any payment of any penalty, fine or assessment against AGENCY arising from the failure of CONTRACTOR or its respective officers, agents, employees, volunteers, contractors and subcontractors to comply with all applicable WIOA regulations, including, but not limited to, any penalties, fines or assessments that may be assessed under a Federal or State False Claims Act Provision. To the extent that Parties must make AGENCY whole under this Paragraph, AGENCY may elect to offset against any future allocated funds to Parties to the extent permitted under law, or demand to be made whole for any losses without offset.

8. **Termination for Cause.**

If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting party in the manner set forth in Paragraph 15 (Notices).

9. **Termination for the Convenience of a Party.**

This Agreement may be terminated by either party for any reason and at any time by giving no less than thirty (30) days prior written notice of such termination to the other party and specifying the effective date thereof.

10. **Disposition of and Payment for Work upon Termination.**

In the event of termination, CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed by CONTRACTOR prior to receipt of the notice of termination; except that CONTRACTOR shall not be relieved of liability to AGENCY for damages sustained by AGENCY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement was terminated for convenience or cause, and AGENCY may withhold any payments not yet made to the CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to AGENCY from CONTRACTOR is determined.

11. **Appropriations.**

The AGENCY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the State of California and other third parties. Should the funds not be appropriated, AGENCY may terminate this Agreement with respect to those payments for which such funds are not appropriated. AGENCY will give CONTRACTOR thirty (30) days written notice of such termination. All obligations of AGENCY to make payments after the termination date will cease.

Where the funding source for this Agreement is contingent upon an annual appropriation or grant from the State of California or other third party, AGENCY's performance and obligation to pay under this Agreement is limited by the availability of those funds. Should the funding source for this Agreement be increased, eliminated or reduced, upon written notice to

CONTRACTOR, AGENCY may unilaterally increase or reduce the Maximum Cost to AGENCY identified in Paragraph 3(b) to reflect that elimination or reduction.

12. **Compliance with Laws.**

In the performance of this Agreement, CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and Codes.

13. **Insurance.**

CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

- a. **Workers' Compensation Insurance.** To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide AGENCY with certification of all such coverages.
- b. **Commercial General Liability.** The CONTRACTOR shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The AGENCY shall be named as an additional insured on the commercial general liability policy.
- c. **Commercial Automobile Liability Insurance.** Where the services to be provided under this Agreement involve or require the use of any type of vehicle by CONTRACTOR, CONTRACTOR shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.
- d. **Professional Liability/Errors and Omissions.** Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.
- e. **Inclusion in Subcontracts.** CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this section.
- f. Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of this Agreement. In addition to any other available remedies, AGENCY may suspend payment to the CONTRACTOR for any services provided during any time that insurance was not in effect and until such time as the CONTRACTOR provides adequate evidence that CONTRACTOR has obtained the required coverage.

14. **No Waiver.**

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

15. **Notices.**

All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by first class mail, postage prepaid. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

AGENCY

Bruce Wilson, Executive Director
Workforce Alliance of the North Bay
P.O. Box 156
Napa, CA 94559

CONTRACTOR

16. **Anti-Discrimination and Anti-Harassment.**

CONTRACTOR and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of Agency based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability.

CONTRACTOR and/or any subcontractor understands and agrees that CONTRACTOR and/or any subcontractor is bound by and will comply with the anti-discrimination and anti-harassment mandated of all Federal, State and local statutes, regulations and ordinances.

17. **Incident Reporting.**

CONTRACTOR shall comply with the provisions of the Workforce Investment Act Directive regarding Incident Reporting, issued on June 12, 2013, by the Employment Development Department of the State of California, which is incorporated by reference herein. A copy of the Directive is on file with AGENCY, and the Directive may also be accessible online at http://www.edd.ca.gov/jobs_and_training/pubs/wsd12-18.pdf

- (a) Failure to comply with the provisions of the Directive shall be deemed a material breach of this Agreement.
- (b) CONTRACTOR shall establish the procedures required by the Directive referenced in subparagraph (a) above and shall provide AGENCY with a copy of same for its review and approval prior to the provision of services.

18. **Book of Records and Audit.**

CONTRACTOR shall maintain on a current basis complete books and records relating to this Agreement. These documents and records shall be retained for at least five years from the completion of this Agreement. CONTRACTOR will permit AGENCY to audit all books, accounts or records relating to this Agreement or all books, accounts or records of any business entities controlled by CONTRACTOR who participated in this Agreement in any way. Any audit may be conducted on CONTRACTOR's premises or, at AGENCY's option, CONTRACTOR shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from AGENCY. CONTRACTOR shall refund any monies erroneously charged.

19. **Amendment.**

This Agreement may be modified or amended only by written Agreement of all parties.

20. **Interpretation.**

The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California.

21. **Severability.**

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

22. **Warranty of Legal Authority.**

Each party warrants and covenants that it has the present legal authority to enter into this Agreement and to perform the acts required of it hereunder. If any party is found to lack the authority to perform the acts required of it hereunder or is prevented from performing the acts by a court of competent jurisdiction, this Agreement shall be void.

23. **Assignment.**

The rights, responsibilities and duties under this Agreement are personal to the CONTRACTOR and may not be transferred or assigned without the express prior written consent of the AGENCY.

24. **Subcontracting.**

The CONTRACTOR shall not subcontract nor assign any portion of the work required by this Agreement without prior written approval the AGENCY, except for any subcontract work identified herein.

25. **Attorney's Fees.**

In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

26. **Jurisdiction and Venue.**

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Napa County, California.

27. **Entirety of Contract.**

This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

28. **Acknowledgements of Exhibits:**

Please check applicable exhibits and initial where indicated.

	Check box if applies:	Contractor Initials:
Exhibit A: Scope of Services	<input type="checkbox"/>	
Exhibit B: Budget	<input type="checkbox"/>	
Exhibit C: Insurance Waiver	<input type="checkbox"/>	Not applicable
Exhibit D: WIOA Assurances	<input type="checkbox"/>	

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

CONTRACTOR:

By: _____

APPROVED BY:

By: _____

Damon Connolly, President
Workforce Alliance of the North Bay

APPROVED AS TO FORM _____:

By: _____

APPROVED TO FORM WANB:

By: _____

Jack Govi, Counsel
Workforce Alliance of the North Bay

ATTEST:

By: _____

ATTEST:

By: _____

Patricia Borrego, Clerk
Workforce Alliance of the North Bay

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "B"
COMPENSATION

The compensation to be paid by AGENCY to CONTRACTOR for the services required under this Agreement shall be comprised of the components set forth in the following table.

Line Item	Total
	\$
Totals	\$

Original invoice with back up documentation shall be submitted no later than the 10th day of the following month.

EXHIBIT "C"
INSURANCE REDUCTION/WAIVER
NOT APPLICABLE FOR THIS CONTRACT

Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

	<i>Check Where Applicable</i>	<i>Requested Limit Amount</i>
General Liability Insurance	<input type="checkbox"/>	\$
Automobile Liability Insurance	<input type="checkbox"/>	\$
Workers' Compensation Insurance	<input type="checkbox"/>	
Professional Liability Deductible	<input type="checkbox"/>	\$

Please set forth the reasons for the requested reductions or waiver.

WANB Executive Director

Signature: _____

Date: _____

EXHIBIT D
REQUIREMENTS PURSUANT TO THE FEDERAL
WORKFORCE INNOVATION AND OPPORTUNITY ACT

GENERAL ASSURANCES

- 1). CONTRACTOR, hereinafter referred to as applicant, assures and certifies that:
 - a. It will comply with the provisions of the Workforce Innovation and Opportunity Act (WIOA), hereafter referred to as the Act, the Office of Management And Budget (OMB) Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Rule at 2 Code of Federal Regulations (CFR) Chapter I and II, Part 200, et al (hereinafter referred to as Uniform Guidance 2 CFR Part 200) and the Department of Labor's (DOL) exceptions at 2 CFR Chapter II, Part 2900, et al. (hereinafter referred to as DOL Exceptions 2 CFR Part 2900) and all rules, regulations, legislation, directives, policies, procedures and amendments issued pursuant thereto;
; and
 - b. It will comply with applicable OMB Circulars, as those circulars relate to functions such as the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.
- 2) The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or notify the LWIB within 30 days after promulgation of the amendments or revisions that it cannot so conform.
- 3) In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following assurances and certifications:
 - a. It possesses legal authority to apply for the grant: that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, -authorizing the filing of the application, including all understanding and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
 - b. As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:
 - Section 188 of the WIOA and 29 CFR Part 38 prohibits discrimination against all individuals in the United States on the basis of race, color,

religion, sex, (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity); national origin (including LEP); age; disability; political affiliation or belief; or, for beneficiaries, applicants, and participants only, on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA title I financially assisted program or activity;

- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- The grant applicant also assures that it will comply with 29 CFR part 37, provisions of WIOA Section 188 and compliance with Equal Opportunity provisions of Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60, and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I financially assisted program or activity. The grant applicant understand that the United States has the right to seek judicial enforcement of this assurance.

- c. It will comply with the Americans with Disabilities Act of 1990 (ADA) insofar as applicant is required to comply with said Act.
- d. It will comply with the provisions of the Hatch Act which limits the political activity of certain State and local government employees.
- e. It will comply with the requirement that no program under the Act shall involve political activities.
- f. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business or other ties.
- g. As a condition of receiving WIOA funds, the independent auditor or monitor of the LWIOA, and the Employment Development Department auditors, investigators, monitors, and their representatives, shall at all times during the period that the grant is in force and for a period of four years thereafter, have access to all related records and financial statements and to individuals with knowledge of the records and

- financial statements as may be necessary to ensure compliance with the WIOA statute, regulations and directives.
- h. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship.
 - i. Appropriate standards for health and safety in work and training situations will be maintained.
 - j. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the participant.
 - k. Training will not be for any occupation which requires less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation.
 - l. Training and related services will, to the extent practicable be consistent with every individual's capabilities and lead to employment opportunities which will enable participants to increase their income and become economically self-sufficient.
 - m. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the Local Workforce Investment Board (LWIB) has determined that there is a reasonable expectation for employment.
 - n. W.I.O.A. funds will, to the extent practicable, be used to supplement rather than supplant the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant. It will submit reports as required by the Secretary and/or Governor and will maintain records to provide access to them as necessary for review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including maintenance of records to assist in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low-income persons for meaningful employment opportunities.
 - o. Financial records, supporting documents, statistical records, and all other records pertinent to a grant shall be retained for the period of three years; however, participant's participation records will be retained for five years.
 - p. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants.
 - q. Individuals receiving training on the job shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under

regulations prescribed by the Secretary or Governor, but in no event at a rate which is less than the highest of: (1) the minimum wage rate specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938; (2) the State or local minimum wage for the most nearly comparable covered employment; (3) the prevailing rates of pay for persons employed in similar occupations by the same employer; (4) the minimum entrance rate for the inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment the prevailing entrance rate for the occupation among other establishments in the community or area or any minimum rate required by an applicable collective bargaining agreement; (5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary of Governor, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the federal statute under which the assistance was provided.

- r. It will comply with the labor standard requirements set out in the Act.
- s. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.
- t. For grants, sub grants, contracts, and subcontracts in excess of \$100,000 or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.C. 1857C8(c)(1)] or the Federal Water Pollution control Act [33 U.S.C. 1319(C)] and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the applicant assures that: (1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA list of Violating Facilities; (2) it will notify the Governor, prior to award, of the receipt of any communication from the Director, Office of Federal Activities and U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and (3) it will include substantially this assurance, including this third part, in every nonexempt sub grant, contract, or subcontract.

Under State laws, the applicant shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

- u. Programs of institutionalized skills training shall be designed for occupations in which skill shortages exist. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under Section 1787 of Title 38, United States Code.

- v. It shall take appropriate steps to provide for the increased participation of qualified disabled and Vietnam era veterans in job training opportunities supported under this Act. Such steps shall include employment, training, supportive services, technical assistance and training, support for community-based veterans program, and maintenance and expansion of private sector veteran's employment and training and such other programs as are necessary to serve the unique readjustment rehabilitation and employment needs of veterans.
- w. Each eligible applicant shall, in a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and other local veteran employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans.
- x. It will establish such standards and procedures as are necessary to ensure against program abuses including, but not limited to, nepotism; conflicts of interest; the charging of fees in connection with participation in the program; excessive or unreasonable legal fees; the improper commingling of funds under the Act with funds received from other sources; the failure to keep and maintain sufficient auditable or otherwise adequate records; kick-backs; political patronage; child labor laws; the use of funds for political, religious, anti-religious, unionization, or anti-unionization activities; the use of funds for lobbying, local, state or federal legislators, and the use of funds for activities which are not- directly related to the proper operation of the program.
- y. As required by the Federal Funding Accountability and Transparency Act (FFATA), recipients of federal awards are required to report sub-award and executive compensation information. By signing this Agreement, the applicable hereby assures and certifies to comply with the provisions of FFATA, which includes requirements referenced in Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900.
- z. The CONTRACTOR agrees to comply with mandatory standards and policies 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).

CERTIFICATION REGARDING PATENTS AND COPYRIGHTS

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

Ownership of Work Product

AGENCY shall be the sole owner of, and shall be entitled to immediate possession of, any designs, products, or their component parts, whether written, visual, photographic, or otherwise, or other pertinent data and information gathered, produced, or computed by CONTRACTOR in furtherance of the obligation anticipated by this Contract.

Transfer of Rights

CONTRACTOR assigns to AGENCY all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, and rights to ideas in, and to all versions of, the plans and specifications now or later prepared by CONTRACTOR in connection with the project, if any.

CONTRACTOR agrees to take such actions as are necessary to protect the rights assigned to AGENCY in this Contract and to refrain from taking any action that would impair those rights. CONTRACTOR's responsibilities under this Contract include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as CONTRACTOR may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission from AGENCY. CONTRACTOR shall not use, or permit another to use, the plans and specifications in connection with this or any other project without first obtaining written permission from the County.

Rights to Data

The AGENCY, the state, and the U.S. Department of Labor shall have unlimited rights to any data produced or delivered under this Contract. This provision shall include data generated through the use or development of computer programs and applications, or the maintenance of databases or other computer data processing programs, including the inputting of data.

Grantee/Contractor Organization

Name of Certifying Official

Signature

Date

Contract in Excess of the Small Purchase Threshold:
Additional Provisions for CONTRACTOR Violation or Breach of Contract

For those contracts in excess of the small purchase threshold, in the event CONTRACTOR defaults on, violates or breaches (collectively referred to as “default” hereafter) any term of this Agreement AGENCY will give written notice of the default to the CONTRACTOR. If CONTRACTOR does not correct the default within ten (10) days of the date of notice, then CONTRACTOR shall be in default. The time to correct may be extended in AGENCY’s discretion. Any extension of time to correct must be in writing, prepared by CONTRACTOR for signature by AGENCY and must specify the reason(s) for the extension and the date in which the extension of time to correct expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that CONTRACTOR perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless AGENCY so elects in this notice, or in a subsequent written notice after the time to cure has expired.

CONTRACTOR will not be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond CONTRACTOR’s reasonable control.

This section is in addition to any other remedy available to AGENCY for any CONTRACTOR default, violation or breach of contract and is not intended to abrogate, modify, alter, limit or otherwise substitute for or restrict any other remedy available to AGENCY under law for any CONTRACTOR default violation or breach of contract.

CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and
Cooperative Agreements

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

(1) No Federal 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the 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, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Grantee/Contractor Organization

Name of Certifying Official	Signature	Date
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DRUG-FREE WORKPLACE CERTIFICATION

CONTRACTOR:

The contractor or grant recipient named above by signing this Agreement hereby certifies under penalty of perjury under the laws of the State of California that it will comply with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor will:

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 Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace.
 - (b) The person's or organization's policy of maintaining a drug-free work-place.
 - (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 Section 8355(c) that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

Grantee/Contractor Organization

Name of Certifying Official

Signature

Date

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION**

This certification is required by the regulations implementing Executive Order, 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (Pages 19160-19211). By signing this Agreement, the applicant hereby certifies under penalty of perjury under the laws of the State of California that it will comply with the following:

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS, WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION, SEE ATTACHED PAGE.)

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.

Name and Title of Authorized Signatory

Signature

Instructions for Certification

1. *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 available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.*
2. *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.*
3. *The terms “covered transaction”, “debarred”, “suspended”, “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. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.*
4. *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.*
5. *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, Voluntary Exclusion and Lower Tier Transactions”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.*
6. *A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that 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.*
7. *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.*
8. *Except for transaction 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.*