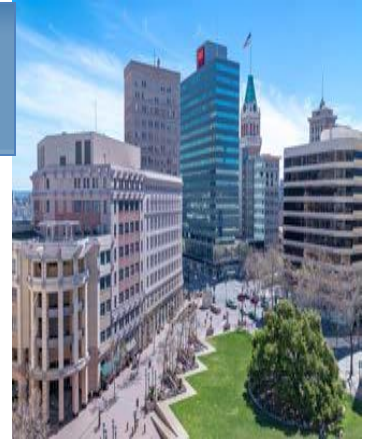




City of
OAKLAND California



CITY OF OAKLAND OFFICE OF THE CITY ADMINISTRATOR

Sabrina Landreth, City Administrator

REQUEST FOR PROPOSALS (RFP)

For

**Oakland Workforce Development Board (OWDB)
Workforce Innovation and Opportunity Act (WIOA)
On-Call Out-of-School Youth Services
Fiscal Years 2019-2022**

- ✓ **Due Date:** March 6, 2019 at 2:00 p.m.
- ✓ **Voluntary Pre-Proposal Meeting:** January 28, 2019 at 1:30 p.m. (Pacific) –
- ✓ City Hall, Hearing Room 3, 1 Frank H. Ogawa Plaza, 1st Floor, Oakland, CA.

TABLE OF CONTENTS

I. INTRODUCTION	4
A. GENERAL ELIGIBILITY AND APPLICATION INFORMATION	4
B. OVERVIEW OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT.....	5
C. OVERVIEW OF SOLICITED SERVICES.....	6
D. ELIGIBLE BIDDERS FOR THIS RFP	6
E. FUNDING AVAILABILITY AND DURATION OF CONTRACTS	7
F. REQUIRED MATCH AND LEVERAGING OF RESOURCES.....	8
G. BACKGROUND INFORMATION	9
1. <i>Workforce Innovation and Opportunity Act (WIOA) Goals and Priorities</i>	9
2. <i>California Workforce Development Board (CWDB) Goals and Priorities</i>	9
3. <i>The East Bay Region: EASTBAYWorks and the East Bay Regional Plan</i>	10
4. <i>City of Oakland Goals and Priorities</i>	11
5. <i>Oakland Workforce Development Board (OWDB) Goals and Priorities</i>	14
H. OWDB RFP GOALS AND PRIORITIES	17
1. <i>RFP Goals</i>	17
2. <i>Priority Populations</i>	18
3. <i>Priority Industry Sectors and Career Pathways</i>	20
4. <i>Leveraged Funds</i>	21
II. SCOPE OF SERVICES	22
A. OVERVIEW OF SOLICITED SERVICES.....	22
B. YOUTH SERVICES PROVIDER	22
1. <i>Outreach and Recruitment</i>	23
2. <i>Required WIOA Youth Services Elements</i>	23
3. <i>Youth Re-engagement Approaches</i>	24
5. <i>Supportive Services</i>	27
6. <i>Facility and Operations</i>	27
7. <i>Partnerships</i>	28
C. PERFORMANCE MEASUREMENT AND ACCOUNTABILITY	32
1. <i>Data Collection and Reporting</i>	32
2. <i>File Maintenance and Documentation</i>	32
3. <i>Monitoring</i>	33
4. <i>Required Performance Measures</i>	33
III. THE PROPOSAL.....	34
A. GENERAL INFORMATION	34
B. SUBMITTAL REQUIREMENTS	46
C. REQUIRED PROPOSAL ELEMENTS AND FORMAT	46
D. REJECTION OF PROPOSAL ELEMENTS	51
E. EVALUATION OF PROPOSALS	51
F. INTERVIEWS OF SHORT-LISTED FIRMS – SUBJECT TO CHANGE.....	56
G. RFP TIMELINE	57
H. CONTRACT NEGOTIATIONS AND AWARD.....	57
I. APPEALS PROCESS	58
IV. APPENDICES	59
APPENDIX A: REQUIRED PROPOSAL CHECKLIST	60
APPENDIX B-1: COVER SHEET	61
APPENDIX B-2: PERFORMANCE OUTCOMES FORM.....	63
APPENDIX B-3: BUDGET FORM	64
APPENDIX B-4: PAST/CURRENT CONTRACTS FORM.....	65
APPENDIX B-5: SCHEDULE E – PROJECT CONSULTANT FORM	66

Request for Proposals – OWDB WIOA Out-of-School Youth Services Providers

APPENDIX B-6: SCHEDULE O – CAMPAIGN CONTRIBUTION LIMITS	67
APPENDIX B-7: SCHEDULE W – BORDER WALL PROHIBITION.....	68
APPENDIX C: SAMPLE CITY OF OAKLAND PROFESSIONAL SERVICES AGREEMENT.....	69
APPENDIX D: SAMPLE QUARTERLY PROGRAM REPORT.....	93
APPENDIX E: STAND-ALONE SCHEDULES REQUIRED PRIOR TO CONTRACT AWARD.....	97
APPENDIX F: CITY SCHEDULES AND POLICIES	98
APPENDIX G: YOUTH ELIGIBILITY CRITERIA.....	105
APPENDIX H: SUMMARY OF WIOA YOUTH PROGRAM DESIGN REQUIREMENTS AND DEFINITIONS	106

I. INTRODUCTION

A. GENERAL ELIGIBILITY AND APPLICATION INFORMATION

This Request for Proposal (RFP) is being issued by the City of Oakland, Office of Workforce Development/Workforce Development Board (OWDB).

This RFP provides potential bidders with background information and describes the desired services, guidelines for proposals, and the contractor selection process.

Pre-proposal Meeting Date and Time (Highly Recommended): Monday, January 28, 2019 at 1:30 p.m., City Hall, Hearing Room 3, 1 Frank H. Ogawa Plaza, 1st Floor, Oakland, CA. (If a call-in to the voluntary pre-bid meeting is needed, please email OWDB@oaklandca.gov by January 24)

Deadline for Questions: Friday, February 1, 2019 at 5:00 p.m., by email to OWDB@oaklandca.gov.

Proposal Submittal Deadline Date and Time: Wednesday, March 6, 2019 at 2:00 p.m.

Deliver one (1) original, five (5) copies, and one (1) flash (USB) drive containing the proposal to:

Office of the City Administrator, Contracts and Compliance Division
250 Frank Ogawa Plaza, Suite 3341
Oakland, CA 94612
Phone: (510) 238-7524

Proposals must be received and time stamped by Contracts and Compliance staff no later than Wednesday, March 6, 2019 at 2:00 p.m. Proposals not received at the above location by the Proposal Submittal Deadline are late and will be returned to proposers unopened.

Applicants shall be required to comply with all applicable City programs and policies outlined in Attachment I. Details are presented in the project documents and will be discussed at the pre-proposal meeting. Discussions will include, but may not be limited to: ♦Equal Benefits for Registered Domestic Partners ♦Campaign Contribution ♦Post-project Contractor Evaluation ♦Prompt Payment ♦Arizona Boycott ♦50% L/SLBE (not applicable, but L/SLBE participation is highly encouraged) ♦Dispute Disclosure ♦Living Wage ♦Minimum Wage ♦Professional Services Local Hire and ♦Border Wall Prohibition

The Combined Contract Schedules will be collected from the successful proposer before a final decision is made and up to full contract execution. It may be viewed

at: <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> or at 250 Frank H. Ogawa Plaza Suite 3341, Oakland, CA Contracts and Compliance Division. Also, request a copy by email from isupplier@oaklandca.gov

Bidders who wish to participate in the RFP process are required to register in iSupplier to receive addenda, updates, announcements and notifications of contracting opportunities. We recommend updating your firm's primary email address regularly and periodically confirming that the "Products and Services" section fully represents the scope of products and services provided. If you have any questions, please email isupplier@oaklandca.gov.

For further information and detailed iSupplier registration instructions, please visit the following link <https://www.oaklandca.gov/services/register-with-isupplier>

Free copies of the RFP documents and Addenda are available in iSupplier. Hard copies will NOT be available for purchase from the City. Please consult the City website for the Plan Holder list.

iSupplier Registration/Login:

<https://www.oaklandca.gov/services/register-with-isupplier> New registrants can email isupplier@oaklandca.gov for registration instructions. Allow 1-3 working days for approval to access bid documents through iSupplier

iSupplier Plan Holders List:

<https://www.oaklandca.gov/services/active-closed-opportunities>

Contact Information: The following City staff are available to answer questions regarding this RFP:

- **Project Manager:** Christina Gutierrez at owdb@oaklandca.gov
- **Contract Admin:** Jasmine Chan at jchan@oaklandca.gov or (510) 238-7524
- **Contract Compliance Officer:** Sophany Hang at shang@oaklandca.gov or (510) 238-3723

B. OVERVIEW OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

The Workforce Innovation and Opportunity Act (WIOA) of 2014 is designed to help job-seekers access employment, education, training, and support services to succeed in the labor market, and to match employers with the skilled workers they need to compete in the global economy. WIOA envisions a workforce system that is customer-focused, meeting both the needs of businesses for skilled workers and of individuals for information and services needed to begin and manage their careers.

OWDB is charged with developing and maintaining the City of Oakland's workforce development system under WIOA. In addition to fulfilling legislated responsibilities under WIOA, OWDB plays a major role in a variety of key state, local and regional initiatives.

For reference and information on WIOA, the following websites may be helpful:

- U.S. Department of Labor and WIOA: <https://www.doleta.gov/wioa/>
- WIOA in California:
[https://www.edd.ca.gov/jobs_and_training/Workforce Innovation and Opportunity Act.htm](https://www.edd.ca.gov/jobs_and_training/Workforce_Innovation_and_Opportunity_Act.htm)
- EASTBAY Works: <http://www.eastbayworks.com>
- Oakland Workforce Development Board (OWDB):
<https://www.oaklandca.gov/boards-commissions/oakland-workforce-development-board>

C. OVERVIEW OF SOLICITED SERVICES

The City of Oakland, Office of Economic and Workforce Development / Oakland Workforce Development Board (OWDB) seeks experienced organizations to provide workforce development services for out-of-school youth under WIOA, with the ultimate goals of helping individuals to obtain skills, credentials and work experience, and helping businesses to connect with a qualified workforce. OWDB seeks to resource a network of qualified providers to deliver WIOA services that are accessible to priority populations, including African American/Black, Latinx, Asian, Pacific Islander, and Native American youth not employed or in school, and geographical areas (East Oakland, Central/Fruitvale, and West Oakland) and advance the economic security and resilience of Oakland's most vulnerable residents. This RFP is intended to procure Youth Services for out-of-school youth ages 16 to 24.

OWDB will evaluate all timely submissions in response to this Request for Proposals (RFP) and competitively award contracts to bidders whose submissions are most responsive to the need for services described herein and who collectively propose to deliver the greatest coverage of services to priority populations and geographical areas.

D. ELIGIBLE BIDDERS FOR THIS RFP

All 501(c)3 non-profit organizations, public or private educational institutions, government units, public agencies, or private for-profit organizations properly organized in accordance with Federal, State, and local law and in business for at least one year are eligible for funding. Also see general City of Oakland eligibility information in Section IA above.

The OWDB seeks qualified entities that possess the ability to successfully perform under the terms and conditions of the RFP. Consideration will be given to the entity's organizational capacity, compliance with public policy, record of past performance, and financial and technical resources. RFP bidders cannot be currently debarred, suspended, or otherwise excluded from or made ineligible for participation in Federal assistance programs or activities.

The OWDB will examine an entity's past records of non-compliance with Uniform Guidance requirements and WIOA requirements by looking at findings contained in Single Audits and monitoring reports. Uniform Guidance requires that past performance be an evaluation factor during procurement.

Proposals that do not include all required elements as listed in Appendix A, Proposal Checklist, will be determined non-responsive and will not be considered for funding.

The OWDB reserves the right to reject any proposal submitted. The OWDB will remove any excess pages from proposals exceeding the stated limits before the proposals are distributed for evaluation.

E. FUNDING AVAILABILITY AND DURATION OF CONTRACTS

OWDB anticipates funding contracts for the one (1)-year period from July 1, 2019 through June 30, 2020, with the possibility of contract renewal for up to two (2) additional years pending annual performance, compliance review, and available funding. Bidders are asked to submit budgets for a one-year period.

At the time of the issuance of this RFP, OWDB has not been informed of the local WIOA allocation for the 2019-2020 year but has estimated the amount of funding available by priority geographical area (please see Section I.H.2 for a definition of these areas). The OWDB anticipates awarding up to five contracts for Youth Services providers. Bidders must identify in their proposal the geographical area(s) of Oakland they intend to serve. Figure 1 shows the priority geographical areas, estimated funding availability, and proposed number of contracts that will be awarded per region through this RFP. These amounts are subject to change based upon the actual allocation and/or changes approved by the OWDB.

Figure 1: Estimated Funding Availability Per Region*

Service Area	ZIP Codes	Estimated Funding Availability	Minimum Number of Contracts
East Oakland	94603 (7.9% unemployment); 94621 (7.9% unemployment); 94605 (6.9% unemployment)	\$200 – 500K	1-2
Central/Fruitvale	94601 (6.7% unemployment); 94606 (6.4% unemployment)	\$200-300K	1-2
West Oakland	94607 (6.8% unemployment)	\$200-300K	1-2
Total		\$600K-1.1M	3-6

*Subject to change based on PY 19/20 WIOA allocations.

In addition to WIOA formula funds, OWDB often receives other funding for special projects and initiatives. Contractors selected through this competitive RFP process may be eligible to receive additional funding that becomes available from other sources and may be asked by OWDB to partner in fulfilling the requirements of this additional funding.

F. REQUIRED MATCH AND LEVERAGING OF RESOURCES

WIOA funds are not intended to be the sole source of funding for the activities of the Youth Services providers, and funds available through this RFP are to be used to leverage additional resources for the delivery of employment and training services to Oakland job-seekers and businesses. Youth Services contractors must demonstrate leveraging of non-WIOA resources in the form of committed or projected cash match equivalent to no less than 25% of the amount requested of the OWDB. The cash match amount must be included in the bidder's budget and described in the budget narrative. Committed cash match must be documented by an attachment to the proposal (i.e., copy of award letter or relevant page of contract document); documentation of projected cash match will be required at the time of contract execution. Bonus points will be awarded to bidders demonstrating committed or projected cash match equivalent to 50%, 100% and 200% of the amount requested of the OWDB.

Cash match is defined as funds at the disposal of the contractor and to be used specifically for activities serving WIOA-eligible and WIOA-enrolled individuals as described in the contractor's proposal and consistent with the allowable activities of the funding source. Possible sources of cash match include employer or other private contributions, foundation grants, local government contracts, public education funds, and federal grants of non-WIOA funds. Match funds may be awarded to a subcontractor or partner organization, provided that the commitment to use these funds for activities serving WIOA-eligible and -enrolled individuals is documented in an attached letter of commitment.

In-kind, non-cash match will not fulfill the OWDB's 25% match requirement; it should be referenced in the proposal, as appropriate, but should not be included in the Budget Form or narrative. If the cash match is not received at the level specified at the time of the grant, Oakland WIOA funds will be decreased to accommodate the 25% match requirement.

G. BACKGROUND INFORMATION

1. Workforce Innovation and Opportunity Act (WIOA) Goals and Priorities

The purpose of the Workforce Innovation and Opportunity Act of 2014 (WIOA) is to align the workforce system with education and economic development in an effort to create a collective response to economic and labor market challenges on the national, state, and local levels. WIOA-funded Youth Services must fulfill the WIOA Youth Program Design Requirements and include the required WIOA Youth Program Elements, which are defined in Appendix K of this RRP.

All proposals should reflect how the bidder will incorporate WIOA Youth Services requirements.

2. California Workforce Development Board (CWDB) Goals and Priorities

The California Workforce Development Board (CWDB) is responsible for the oversight and continuous improvement of the workforce system in California. In 2016, CWDB, in conjunction with its statewide partners, released the [Unified Strategic State Plan](#), which was then updated in 2018. This plan is built around three policy objectives, which are intended to guide state policy and practice across partner programs, as well as inform local policy and service delivery. These objectives are:

- Fostering demand-driven skills attainment;
- Enabling upward mobility for all Californians and especially populations with barriers to employment; and
- Aligning, coordinating and integrating programs and services.

CWDB's Strategic Plan identifies seven policy strategies to guide the implementation of WIOA in California as follows:

- Sector Strategies: Align workforce and education programs with leading and emergent industry sectors' skills needs.
- Career Pathway "Stepping Stones": Support job-seekers' progression from one step to another toward education, credentials, and employment goals.
- Regional Partnerships: Coordinate among America's Job Centers of California (AJCCs), employers, education and training providers, economic development agencies, labor, philanthropy, community-based organizations, and other private and public entities in order to leverage resources, design and implement sector strategies, and provide a network of employment, training, and related services.
- Earn-and-Learn: Offer work-based learning opportunities like on-the-job training (OJT), internships, and apprenticeships as training paths to employment.
- Supportive Services: Provide supportive services such as transportation, child care, financial and benefits counseling, and career guidance, as well as accommodations for persons with disabilities, to allow all individuals to benefit from workforce opportunities.
- Cross-system Data Capacity: Gather, analyze, and make use of labor market data to inform program offerings, guide job seekers, and improve provider accountability.
- Integrated service delivery: Braid resources and coordinate services at the local level to meet client needs.

All proposals should reflect how the bidder will incorporate CWDB's policy strategies into their services.

3. The East Bay Region: *EASTBAYWorks* and the East Bay Regional Plan

EASTBAYWorks was created in 1997 as a vehicle to align services and leverage workforce resources across the East Bay region, including the region's 14 AJCCs serving over 80,000 job seekers. The mission of *EASTBAYWorks* is to advance the economic well-being of the region by developing and maintaining a skilled workforce. *EASTBAYWorks* supports customer-focused collaboration among employment, training, economic development, and educational partners working together to meet the needs of employers, job-seekers and workers. *EASTBAYWorks* uses sector-driven partnerships as a key strategy for the region's workforce development efforts, and currently targets the following sectors:

- Advanced manufacturing, represented by the East Bay Advanced Manufacturing Partnership (now called AMBayArea - www.ambayarea.org)
- Healthcare, represented by the East Bay Health Workforce Partnership (www.ebhwp.org)
- Transportation and logistics, represented by the East Bay Transportation and Logistics Partnership (currently not active, but information available at www.ebtlp.org)
- Information and communications technologies, represented by the East Bay Information and Communications Technology (ICT) Partnership (currently

expanding to include the entire Bay Area and being renamed Bay ICT Partnership)

Regional partners are also working to create a Biomedical Manufacturing Network and are focusing on support for small and emerging businesses.

The East Bay Regional Planning Unit (the Oakland, Alameda County, Richmond, and Contra Costa Workforce Development Boards), under the leadership of the EASTBAYWorks Coordinator, developed the [2017-2020 East Bay Regional Plan](#). The plan highlights the importance of regional partnerships and alignment; access to industry-valued post-secondary credentials; and inclusive approaches that improve economic mobility for all East Bay residents. The plan recommends alignment of service providers around common operational practices and better tracking of workforce development activities across the region.

The East Bay also benefits from regional efforts focused on education and training. The Strong Workforce Program, led by the Bay Area Community College Consortium, is a regional planning effort that engages colleges, local workforce boards, adult education, and other partners to identify training requirements across industry sectors. Around 60 regional joint ventures have been identified, with a strong focus on training in areas where there is a clear, data-informed, employer-validated need and opportunities to support career pathways for people currently outside the economic mainstream. In addition, the Earn & Learn East Bay initiative is a regional network engaging hundreds of employers in providing work-based learning experiences.

All proposals should reflect how the bidder will align with EASTBAYWorks and the East Bay Regional Plan.

4. City of Oakland Goals and Priorities

The City of Oakland has adopted several plans to guide investment and service delivery over the coming years. In particular, the City of Oakland Economic Development Strategy, the Equity Indicators Report, the My Brother's Keeper Local Action Plan, the OFCY Strategic Plan, and the Resiliency Playbook informed the OWDB RFPs' strategic goals and priorities.

All proposals should reflect the strategic goals, priorities, and attention to reducing racial equity gaps that are found in these plans.

a.) City of Economic Development Strategy

The City of Oakland's 2017-2020 [Economic Development Strategy Report](#) highlights the goals of helping all Oaklanders achieve economic security, build wealth, and achieve their full potential, and reducing racial and gender gaps in employment, income, and ownership. The report's economic development analysis highlights the strategic importance of the advanced manufacturing, logistics, and food and beverage production

sectors, which are characterized by accessible, entry-level and mid-level jobs with a demonstrated demand for local workers.

b.) Oakland Equity Indicators Report

In mid-2018, the City of Oakland and its Department of Race and Equity released an [Equity Indicators Report](#) to develop a baseline quantitative framework to be used by City staff and community members alike to better understand the impacts of race, measure inequities, and track changes in the disparities for different groups over time. The Equity Indicators Report includes several 2018 measures that are relevant to workforce development and informed the strategic priorities reflected in OWDB's RFPs as follows:

- Among youth, citywide 10% of youth were neither working nor in school. This was more prevalent among African American youth (15%) and Latino youth (13%), and less common among Asian youth (5%) and White youth (9%).
- Overall unemployment, defined as the percent of the labor force that is unemployed, for Oakland was 5%, with the greatest challenges faced by African Americans (9%). Unemployment among Latinos (5%) and Asians (6%) was also slightly higher than among Whites (4%).
- A third (33%) of residents 16 and older were not in the labor force (neither working nor looking for work), with the highest levels among African Americans (37%) and Asians (36%). Labor force non-participation was 29% among Whites and 31% among Latinos.
- The median income for White households was highest (\$110,000) and the median income for African American households was lowest (\$37,500). Median incomes for Asian households (\$76,000) and Latino households (\$65,000) were closer to the citywide median.
- Almost half of Latino workers (47%) and 38% of African American workers made less than a living wage, followed by Asian workers (36%). Only 12% of White workers made less than a living wage.
- There are also disparities in employment in lower wage industries. Latino workers were the most likely to not be employed in a high wage industry (83%), followed closely by African American workers (82%). Just over two-thirds (68%) of Asian workers were not employed in a high wage industry, and half (50%) of White workers faced this challenge.
- Focusing on underserved workforce needs, only 7% of unemployed Asians living in Oakland participated in workforce development programs. This was followed by 9% of unemployed Whites who participated in workforce development programs, and 14% of unemployed Latinos. Over one-quarter (27%) of unemployed African Americans participated in workforce development programs. The report notes that African Americans face the highest rates of unemployment, followed by Asians, but Asians have the lowest participation in workforce development programs. The authors recommend that, given the high need and low levels of participation, increasing Asian participation in workforce development programs is an area for improvement that should be addressed while continuing to serve other priority populations.

c.) My Brother's Keeper Local Action Plan

Oakland's [My Brother's Keeper Local Action Plan](#) was developed in May 2016 to uncover, confront, and overcome the conditions that result in depriving young men and boys of color of their right to live full and productive lives. The Action Plan identifies several priorities related to workforce development, including strategies to improve high school graduation, completion of post-secondary education or job training, access to career counseling and exploration, and provision of trauma-informed, wrap-around case management services. The Action Plan places special emphasis on the needs of formerly incarcerated job-seekers for education, training, job placement assistance and support services.

d.) OFCY Strategic Plan

The Oakland Fund for Children and Youth (OFCY) is a voter-approved fund that has disbursed over \$200 million since 1996 to benefit the children, youth, and families of Oakland. Among the program areas supported by OFCY are several aligned with OWDB's Youth Services, including career awareness, postsecondary student success, and employment support services for youth up to age 21.

OFCY's 2019-2022 [Strategic Investment Plan](#) defines underlying values, priority populations, and funding strategies that complement and inform OWDB's Youth Services priorities. These include the values of social and economic equity, child and youth development, and community and collaboration. The 2019-2022 funding strategy most closely aligned with OWDB's priorities is Career Awareness and Employment Support for older youth, including both year-round and summer programs for opportunity youth not connected to school or employment. Priority populations to be served by this strategy include opportunity youth (not employed or in school) who are African American/Black, Latinx, Native American, and Pacific Islander, ages 14 to 21, residing in the priority geographical areas of East Oakland, Central Oakland/Fruitvale, and West Oakland.

OFCY's 2019 RFP includes OWDB's summer youth employment program, as well as year-round supported work experience and wraparound supportive services for youth ages 16-21 who face high barriers to self-sufficiency.

e.) Resiliency Playbook

The City of Oakland is one of 100 cities funded by the Rockefeller Foundation to develop plans to become more resilient to the physical, social, and economic challenges that need to be addressed in the 21st century.

Oakland's [Resiliency Playbook](#) focuses on equitable access to quality education and jobs, housing security, and community safety and vibrant infrastructure. Among the key challenges for Oakland's future described in the report are disparities in socioeconomic status, education, wealth, and access to employment. Relevant to workforce development, the report notes that too many Oakland students are not gaining the skills

needed for successful employment, and that while the unemployment rate has been decreasing, there are disparities by race, with far higher unemployment rates among African Americans and Latinos compared to the rate overall. The report makes multiple recommendations to address challenges, and related to workforce development, references the city's summer youth employment program, Oakland Promise and its Future Centers to help youth develop college and career plans, and the Oakland Thrives commitment to ten-year economic security goals.

5. Oakland Workforce Development Board (OWDB) Goals and Priorities

As part of the local area designation and local board certification process under WIOA, the City of Oakland was designated as the fiscal agent responsible for the administration of federally funded employment and training funds for the City of Oakland, a function it has held since 1998. OWDB members are appointed by and work in partnership with the Mayor to set policy and oversee the integration of programs and services to meet the needs of employers and job-seekers in Oakland and the broader region and include representatives from business, economic development, education, labor, and other required partners as outlined under WIOA.

In January 2017, OWDB adopted the following updated vision statement:

The City of Oakland's businesses and residents will enjoy a thriving and resilient economy that creates an abundance of opportunities leading to broadly shared, equitable, and sustainable prosperity.

OWDB also adopted an updated mission statement as follows:

The Oakland Workforce Development Board mobilizes leaders from business, economic development, education, labor, community-based organizations, and public agencies to align resources and investments for residents who need assistance with developing skills that help expand access to high-quality jobs and careers offering income mobility.

a.) City of Oakland 2017-2020 Workforce Development Strategic Plan

The City of Oakland's [2017-2020 Workforce Development Strategic Plan](#) details four-year goals and strategies that will be implemented to realize this vision and mission. These goals are as follows:

Adult and Dislocated Workers Services Goal

Lead and support key citywide and regional innovations and partnerships that advance the economic security and resilience of Oakland's most vulnerable workers and residents.

- a. Develop and/or strengthen programs and services that meet the workforce development needs of historically underserved populations who need more

- intensive and dedicated assistance with accessing jobs and careers offering sustainable wages and upward mobility.
- b. Enhance and expand the range of short-term, high-quality training programs offering skill development opportunities leading to industry recognized certifications that meet the needs of local employers.
- c. Organize and support business involvement around the implementation of career pathway programs in Oakland that are being driven by adult education, community colleges, and other education/training partnerships.

Youth Services Goal

Work with public, private, and community-based organizations and key local initiatives to empower disconnected young people in the City of Oakland to access meaningful employment opportunities.

- a. Coordinate resources and investments to better align with major citywide and regional efforts targeted toward the educational and career development of youth and young adults.
- b. Strengthen and expand work-based learning opportunities for youth and young adults in the City of Oakland, with particular emphasis on paid employment and internships.
- c. Partner with community-based organizations and other stakeholders to more effectively leverage resources and increase investment that meets the needs of young people in the City of Oakland.

Business Services Goal

Align and mobilize a distributed network of business service providers within the City of Oakland to deploy resources that support a robust local economy and business climate offering an abundance of high-quality jobs.

- a. Work with public, private, and nonprofit business and economic development entities to facilitate and expedite access to a qualified and diverse local talent pool.
- b. Develop and coordinate outreach, marketing and communications strategies among business service providers to enhance and expand relationships with businesses offering quality employment opportunities.
- c. Organize and aggregate business needs through industry sector partnerships and small business networks to facilitate access to priority opportunities in the regional economy and labor market.
- d. Explore and develop tools and supports that incentivize and enable Oakland-based businesses to hire and retain local residents.

Workforce System Goal

Position the OWDB to lead and support citywide and regional efforts that strengthen local and regional economic prosperity and increase equity.

- a. Link, align, and leverage public, private, and philanthropic resources and investments to strengthen the ecosystem of public, private, and community-based organizations supporting workforce development in the City of Oakland.
- b. Enhance OWDB's organizational capacity to responsibly and transparently manage and invest resources in a way that sustainably supports the workforce development needs for the City of Oakland's businesses and residents.
- c. Strengthen reporting and accountability systems to more effectively measure the results and impact of workforce development investments in the City of Oakland.
- d. Coordinate and implement a communication strategy with public, private, and nonprofit partners and stakeholders that elevates that value proposition of local and regional workforce development efforts.

b.) OWDB Stakeholder and Community Engagement

In preparation for the release of the 2019-2022 RFPs, the OWDB met with community stakeholders to inform the policy principles and conceptual frameworks for service models described herein.

In November 2018, the OWDB, in partnership with the Alameda County WDB, convened four regional community engagement meetings (two of which were in Oakland) to inform modifications of the 2017-2020 East Bay Regional and Local Plans, including elements for consideration around the OWDB 2019-2022 RFPs. To highlight opportunities to serve high-need individuals, these meetings included presentations by five public partner agencies: Alameda County Probation Department, California Department of Rehabilitation Services, Alameda County Social Services/Refugee Services Program, Alameda County Department of Child Support Services, and Alameda County Social Services/SNAP2Skills.

In December 2018, the OWDB conducted a community meeting focused on the 2019-2022 RFPs. This session, open to the public and with direct invitations to employers, service providers, and public partners, was designed to gather input on emerging priorities and needs under consideration for inclusion in the RFPs.

Priorities emerging from these sessions closely align with priorities evident in WIOA; the State, Regional, and Local Plans; and City of Oakland reports, and include the following:

- Coordination among agencies within the WIOA-funded workforce development system and with other public systems -- especially social services and health services – to ensure that job-seekers and workers receive the support they need;
- Engagement of affected community members in the planning, design and delivery of workforce development services;
- Multiple points of access to services, coupled with effective assessment and referral processes, so that job-seekers are connected to the services they need;
- Coordination between providers and employers to articulate in-demand career pathways and support individuals' pursuit of training and employment in those pathways; and

- Innovative re-design of employment services for opportunity youth, including tech-supported outreach and recruitment, trauma-informed and comprehensive support services, earn-and-learn opportunities, and job creation in priority sectors.

H. OWDB RFP GOALS AND PRIORITIES

1. RFP Goals

The goal of the 2019-2022 RFP is to resource a network of qualified providers to deliver WIOA-funded Youth Services for out-of-school youth ages 16-24 that are accessible to priority populations and geographical areas (East Oakland, Central/Fruitvale, and West Oakland) and advance the economic security and resilience of Oakland’s most vulnerable residents, within the context of Oakland’s and the Bay Area’s economic and service-provider landscape.

The approach to service delivery described in these RFPs emerged out of a participatory process responding to local need, regional opportunity, and national policy. The plans and policy frameworks outlined in Section 1G lay the groundwork for the RFP’s policy principles and conceptual frameworks.

OWDB envisions a system of seamless coordination among providers and partners in the workforce system that can connect youth, particularly those with barriers to employment, to career pathways leading to high-quality jobs in growing industries. OWDB envisions this system as follows:

- A results-oriented system that delivers high-quality training, placements, retention, and other outcomes;
- Services and performance metrics tailored to the needs of Oakland’s priority populations and geographical areas;
- Strong strategic partnerships and leveraging of other public and private funds;
- Increased and improved employer engagement, particularly through sector strategies;
- Increased opportunities for employer-driven training.

OWDB seeks to identify Youth Services contractors that will shape and implement a coordinated system of comprehensive workforce services for Oakland youth. Qualities of this system will include:

- Shared goals related to youth educational success, credential attainment, and employment, particularly on high-demand career pathways;
- “No wrong door” access to services delivered by a network of service and training providers;
- Coordinated referrals across available services and providers;
- Programs and services aligned as “stepping stones” along training and career pathways;
- Intentional leveraging of funding and other resources;

- Regional partnerships that connect Oakland youth services with broader labor market and service provider networks.

2. Priority Populations

Eligibility criteria for Youth Services participation can be found in the U.S. Department of Labor’s [Youth Program Fact Sheet](#). Out-of-school youth must be between the ages of 16 and 24 at the time of enrollment in WIOA. Please see Appendix J for detailed definitions of youth eligibility. Note that WIOA exempts adult basic education programs from its definition of “school” for purposes of determining “in-school” or “out-of-school” status.

WIOA gives priority of service to several youth populations, including:

- Veterans and Eligible Spouses
- Individuals on public assistance
- Other low-income individuals
- Individuals who are basic skills deficient
- Limited English speakers

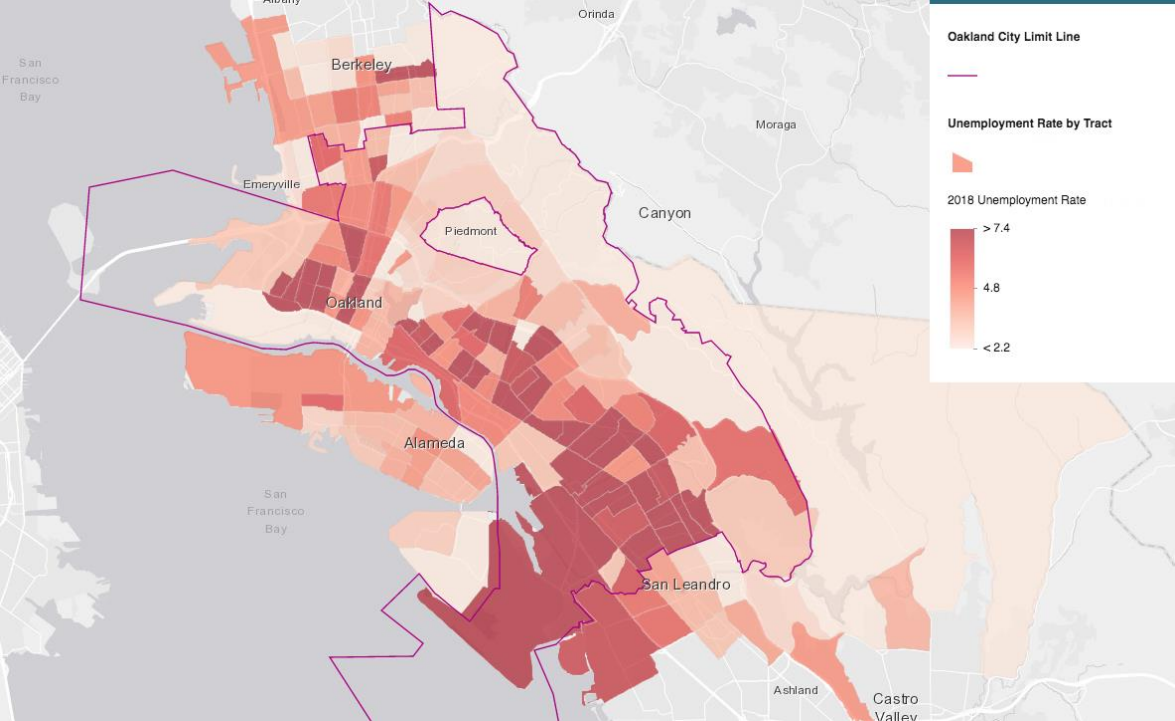
In addition, the OWDB has identified the following local priority populations:

- Individuals residing in Oakland neighborhoods with the highest rates of unemployment (East Oakland, Central/Fruitvale, and West Oakland);
- Unemployed and out-of-school youth who are African American/Black, Latinx, Native American, and Asian/Pacific Islander;
- Currently or former legal/justice-involved individuals (formerly known as re-entry or formerly incarcerated).

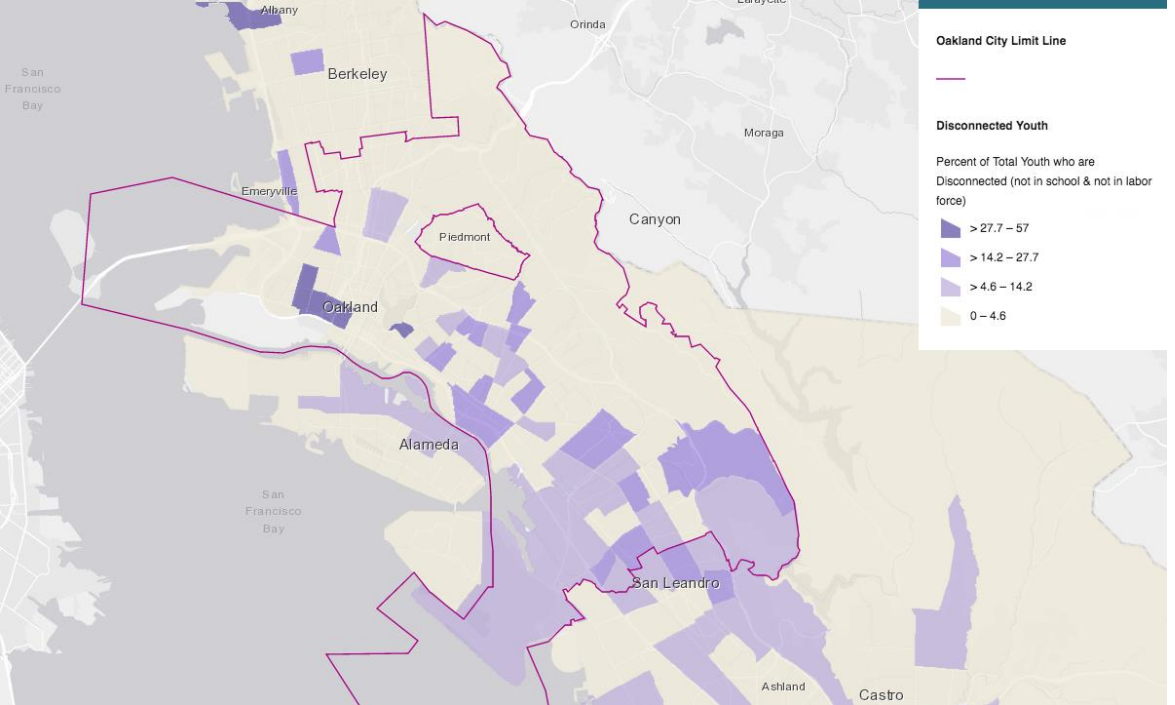
The Oakland Equity Indicators and analyses by the City’s Department of Race and Equity have shown that East Oakland, Central/Fruitvale, and West Oakland have particularly high rates of unemployment, both generally and for youth. These areas also have high numbers of African American and Latinx youth, who face disproportionately high levels of unemployment. To address racial disparities and promote greater equity, OWDB is seeking service providers with the capacity and experience to reach youth in these geographical areas.

The maps below highlight census tracts with high rates of unemployment and with high rates of youth who are not in school or the labor force, which are priority geographic areas for this RFP: East Oakland (zip codes 94603, 94621, 94605); Central/Fruitvale (94601, 94606); and West Oakland (94607).

Map of 2018 ESRI Unemployment Rates by Census Tract



Map of 2018 ESRI Disconnected Youth Data by Census Tract



In addition, the Oakland Equity Indicators show that Asian residents face high levels of unemployment but have had the lowest use of workforce development programs. OWDB invites bidders to identify creative strategies and partnerships that could effectively reach this underserved population.

Across multiple planning documents, including the East Bay Regional Plan and Oakland's My Brother's Keeper Action Plan, residents and leadership have highlighted the importance of addressing the workforce development needs of people who were formerly incarcerated (legal/justice involved), and bidders are encouraged to discuss ways they will reach and serve this population.

OWDB Youth Services contractors will be asked to prioritize and document services to these populations and to comply with WIOA and OWDB priority of service policies. Contractors will be asked to provide agency analysis of the geographical areas of Oakland where clients reside and of the priority populations to which they belong.

3. Priority Industry Sectors and Career Pathways

The OWDB has prioritized several industry sectors as the focus of service strategies under 2019-2022 contracts. These sectors were identified in the East Bay Regional Planning Unit's 2017-2020 Regional Plan and in the OWDB's 2017-2022 Strategic Plan and have been validated by regional sector engagement and labor market analysis. Criteria for the selection of priority sectors include total sector employment, projected sector employment growth, availability of high-quality jobs with clear pathways for advancement, and employer commitment to helping address the region's workforce challenges.

The OWDB's priority industry sectors are based on both regional and Oakland priority sectors:

Regional (East Bay) Priority Sectors

- Advanced manufacturing
- Healthcare
- Information communication technology
- Transportation and logistics

Additional Priority Sectors (Oakland)

- Construction
- Government
- Leisure/Hospitality/Retail

Contractors selected through this RFP will coordinate with OWDB staff and regional partners to serve businesses in these sectors and provide opportunities for job-seekers to enter and advance in high-quality jobs and careers in these sectors. Contractors will connect and align services with regional, employer-driven partnerships of industry,

education and training, and other stakeholders that focus on the workforce needs of key industries in a regional labor market.

Bidders will describe collaborative and innovative approaches to aligning with sector partnerships, leveraging resources, and strengthening career pathways in OWDB priority sectors, such as:

- Ensuring that students and job-seekers can obtain and make use of career pathway information
- Co-hosting sector-focused events
- Identifying or designing and delivering training that builds in-demand skills and competencies and helps individuals progress along career pathways
- Using sector data to inform and improve programming
- Otherwise coordinating services with regional sector strategies and career pathways

The OWDB's training policy states that "inasmuch as possible, training services shall be directly linked to occupations that are in demand in the Oakland metropolitan area or in another area to which and adult or dislocated worker receiving training services is willing to relocate. To the greatest extent possible, training should be linked to a career pathway in high-growth sectors that have entry-level and mid-level occupations leading to self-sufficiency." Pursuant to state law, the OWDB sets aside at least 20% of its WIOA Adult and Dislocated Worker funding for training; additionally, at least 80% of OWDB training funds must be allocated for training in the priority industry sectors.

4. Leveraged Funds

The OWDB seeks to allocate funds to service providers that demonstrate the organizational capacity and partnerships necessary to leverage significant financial resources, in addition to WIOA funds, toward the attainment of the RFP goals. The OWDB recognizes that the allowable uses of WIOA funds are limited, and that addressing the needs of Oakland's priority populations requires far more resources than federal funds allow for. By securing non-WIOA dollars, leveraging existing organizational capacity, and establishing collaborative and referral partnerships, contractors may facilitate clients' access to support services, housing, education and training, and other resources that contribute to their success and ultimately benefit the City's and the region's economic development.

Bidders are required to demonstrate leveraged funding equivalent to 25% of the amount of OWDB funds requested. Bonus points will be awarded to bidders that demonstrate 50%, 100%, and 200% leveraged funds, as documented in letters of commitment or copies of grant agreements.

II. SCOPE OF SERVICES

A. OVERVIEW OF SOLICITED SERVICES

OWDB seeks experienced organizations to implement a highly-coordinated system of workforce development services for out-of-school youth ages 16 to 24 under WIOA, with the ultimate goals of helping Oakland’s most vulnerable young people to obtain skills, credentials and work experience leading to economic security, and connecting businesses with a qualified workforce.

OWDB anticipates awarding up to five contracts to deliver Youth Services in Oakland’s workforce development system. Each Youth Services contractor will provide the fourteen basic elements of Youth Services as described in WIOA, including but not limited to tutoring, academic reengagement, paid and unpaid work experience, occupational skill training, education offered concurrently with workforce preparation and training, leadership development, supportive services, adult mentoring, follow-up services, comprehensive guidance and counseling, financial literacy education, entrepreneurial skills training, labor market information, and college preparation and transition support.

Youth Services providers must address disparities in access to workforce and training services by providing services that are accessible to out-of-school youth in OWDB’s priority geographical areas (East Oakland, Central/Fruitvale, and West Oakland) and populations. Access may be demonstrated by the physical location of service delivery sites, collaborative partnerships and referral relationships, staff with cultural competence and demonstrated ties to the priority areas and populations, and other means.

OWDB will evaluate all timely submissions in response to this RFP and competitively award one or more contracts to bidders whose submissions are most responsive to the need for services described herein. The contracted organizations will be required to abide by WIOA regulations and guidelines; to the extent not stated in this Scope of Services, those regulations and guidelines are incorporated by reference.

B. YOUTH SERVICES PROVIDER

OWDB is soliciting proposals to provide comprehensive WIOA Youth Services for out-of-school youth ages 16-24. Together, the Youth Services providers contracted by OWDB and their partners will deliver a system of coordinated workforce services for enrolled Oakland youth, in partnership with the OWDB, its Business Services staff, and its contracted AJCC Career Services Providers serving Adults and Dislocated Workers.

Bidders are encouraged to refer to effective and evidence-based practices in designing their approach to service delivery. Bidders are not limited to the required elements described in the RFP but are encouraged to propose innovative and promising practices

and to justify their approach. Bidders are also encouraged to involve youth, parents, and other community members in program design.

1. Outreach and Recruitment

Youth Services providers will implement an outreach and marketing plan with the goal of informing out-of-school youth ages 16 to 24 – particularly among OWDB’s priority populations and geographical areas – and businesses about services available through the organization and its partners. Outreach and recruitment methods may include formal advertising, electronic media, flyers, brochures, word- of- mouth and other methods of program information dissemination. Bidders are highly encouraged to engage youth in designing and planning targeted, culturally-competent outreach and engagement strategies.

All outreach and recruitment materials must feature approved OWDB branding and must be approved by the City prior to publication. Providers will also coordinate with *EASTBAYWorks* to ensure accurate information is relayed on the *EASTBAYWorks* website.

Providers must ensure that outreach strategies are targeted to populations identified in Section I.H.2. Bidders will describe the extent of partnerships with community-based organizations that have established histories of serving and communicating to these populations, including organizations with a physical presence in OWDB’s priority geographical areas.

2. Required WIOA Youth Services Elements

Youth Services providers are required to provide or make available to youth clients all fourteen of the required WIOA Youth Services elements. Please see Appendix K for definitions of these program elements. “Make available” does not mean that every youth participant must receive all program elements; it means that youth have access to these services if they require them to meet their goals. Bidders are highly encouraged to propose an approach to comprehensive assessment that will determine each individual youth’s needs and preferences for the program elements.

The fourteen required program elements are:

1. Tutoring, study skills training, instruction, and evidence-based dropout 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 individuals with disabilities) or for a recognized postsecondary credential;
2. Alternative secondary school services, or dropout recovery services, as appropriate;
3. Paid and unpaid work experiences that have as a component academic and occupational education; which may include summer employment opportunities and other employment opportunities available throughout the school year, re-

- apprenticeship programs, internships, job shadowing, and on-the-job training opportunities; and that serve as a next step in career development, whether the desired outcome is employment or enrollment in post-secondary education or advanced training;
4. Occupational skill training, which may include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area;
 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, which may include community service and peer- centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate;
 7. Supportive services;
 8. Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months;
 9. Follow-up services for not less than 12 months after the completion of participation, as appropriate;
 10. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate;
 11. Financial literacy education;
 12. Entrepreneurial skills training;
 13. Services that provide labor market and employment information about 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 postsecondary education and training.

Note that one strategy to maximize youth access to the fourteen required WIOA program elements is to co-enroll participants in programs such as Vocational Rehabilitation, Adult Education, and Job Corps. By leveraging multiple youth program funding sources for needed services, including those available from other public and private organizations, the service provider can further ensure that youth will successfully achieve their education and skills training goals.

Nothing in this RFP is intended to limit the services required to be provided under the WIOA guidelines for the operation and management of WIOA-mandated youth services or the regulations and guidelines for registration, eligibility and enrollment, delivery of the required fourteen youth program elements, training, tracking, exits, and follow-up; and to the extent not stated in this Scope of Services, those are incorporated by reference.

3. Youth Re-engagement Approaches

Bidders are encouraged to propose approaches to service delivery that reflect a deep understanding of the needs of Oakland's out-of-school youth and that are designed to re-engage them on pathways to college and careers.

The National League of Cities supports a network of Re-engagement Centers, one-stop centers, or virtual equivalents that offer a range of services designed to help out-of-school youth to reconnect and get on a pathway toward career goals. Re-engagement Centers provide access to GED and high school equivalency programs, college exploration and transition assistance, financial aid assistance, earn and learn opportunities, employment supports, coaching, and wraparound services. Bidders are encouraged to learn more about this model and its applicability to the Oakland context by reviewing the National League of Cities website (<https://www.nlc.org/reengagement>) and the Re-engagement Network Google Drive (<https://sites.google.com/site/reengagenetwork/>).

Youth Services providers will deliver services to help youth apply for, enroll in, and progress through post-secondary education or training that leads to a portable credential and starts them on a career pathway. Services and training may be sector-specific, leading youth to develop an understanding of and academic and technical skills needed to secure employment within a particular high-demand industry. Desired elements of post-secondary education and training service include:

- College counseling and goal-setting;
- College preparation activities, including college visits, college and financial aid application assistance, assessment test preparation, and study skills training;
- Navigation assistance to move from non-credit or pre-college (basic skills, English as a Second Language) education to credit-bearing college education;
- Academic, career technical, and/or integrated academic and career technical Instruction;
- Bridge programs, which accelerate educational attainment for low-skilled individuals to “bridge” them to skills training, post-secondary programs, and career-path employment in sectors with evident demand for skilled graduates;
- Use of WIOA Individual Training Accounts (ITAs) to pay for training in in-demand sectors;
- Wrap-around support services to remove barriers and ensure persistence and completion of training;
- Career exploration;
- Job readiness and job search training;
- Work-based learning, such as paid and unpaid work experience, summer and year-round employment, job shadowing, and on-the-job training; and
- Industry engagement in program design, delivery, work-based learning, and hiring of graduates.

Youth Services providers will facilitate youths’ access to internships and other work-based learning opportunities. In coordination with OWDB’s Business Services staff, contractors will engage employers, identify and scope work-based learning opportunities, match youth to work-based learning, and provide work-based learning retention support.

Youth Services providers also will prepare and place youth into unsubsidized employment. Desired elements of employment services include:

- Comprehensive assessment of employment history, interests, skills, abilities, and experience;

- Career exploration, counseling, planning, and goal-setting;
- Job readiness/soft skills development;
- Job search skills training, including resume and interview preparation;
- Basic skills remediation and tutoring;
- Work-based learning to help youth gain skills relevant to their career interests, including paid and unpaid internships, pre-apprenticeship, and on-the-job training;
- Use of WIOA on-the-job training subsidies (OJTs) to connect youth to employment; and
- Placement in employment that is the first step on a career pathway.

4. Training Services

Youth Services providers will coordinate with WIOA Adult Service Providers to facilitate access to ITAs and on-the-job training contracts (OJTs) for eligible youth ages 16 to 24 who are determined to be in need of training and who select training that is directly linked to employment opportunities in the local/regional area and in OWDB's targeted priority sectors. Training subsidies such as ITAs and OJTs are limited to individuals who are unable to obtain other grant assistance for such services or require assistance beyond the assistance made available under other grant assistance programs, including federal Pell Grants.

Training services are designed as one or more courses or classes, or a structured regimen, that upon successful completion lead to: (1) a certificate, associate; or (2) the skills or competencies needed for a specific job or jobs, an occupation or occupational group, or generally for many types of jobs or occupations, as recognized by employers and determined prior to training. Training may be delivered by public, private, or non-profit providers. Training services include occupational skills training, on-the-job training, integrated vocational and academic training, skills upgrading/retraining, entrepreneurial training, pre-apprenticeship and apprenticeship training, business-customized training, job readiness training in combination with vocational training, and adult education and English language training in combination with other training services.

Youth Services providers must hold knowledge and relationships that facilitate clients' access to training that supports advancement along career pathways in Oakland's and the region's priority industry sectors. Youth Services providers must demonstrate career pathway training delivery and/or partnerships in, at minimum, one of the OWDB priority sectors. Letters of commitment that include detailed information on service, co-location, and resource-leveraging commitments may be included as attachments to the proposal.

Youth Services providers will facilitate youths' access to ITAs and OJTs in coordination with OWDB staff. Youth Services providers will assess participant skills, interests, and readiness for training to ensure referrals to appropriate ITA and OJT opportunities, secure and maintain on file all necessary job-seeker and worker paperwork related to the ITAs and OJTs, and coordinate with OWDB staff to assure the strategic use of ITAs and OJTs within priority industry sectors.

5. Supportive Services

In coordination with OWDB staff, Youth Services providers will facilitate youths' access to Supportive Services that the youth has been unable to obtain through other programs and that is necessary to enable the individual to participate in workforce services. Individuals identified as needing ongoing Supportive Services must still be participating in Youth Services to continue to receive Supportive Services.

Supportive Services may include, but are not limited to:

- Assistance with transportation
- Assistance with child care and dependent care
- Linkages to community services
- Assistance with housing
- Needs-Related Payments (available only to individuals enrolled in training services and must be consistent with OWDB's Supportive Service Policy 16-009 and Supportive Service Matrix 16-009-a)
- Assistance with educational testing
- Reasonable accommodations for youth with disabilities
- Referrals to health care
- Assistance with uniforms or other appropriate work attire and work-related tools, including such items as eye glasses and protective eye gear
- Assistance with books, fees, school supplies, and other necessary items for students enrolled in post-secondary education classes
- Payments and fees for employment and training-related applications, tests, and certifications; and Legal aid services

6. Facility and Operations

Each Youth Services contractor will maintain at least one physical site in the City of Oakland where youth can learn about career opportunities and access services described in this Scope of Work. Bidders may propose to offer a range of career and training services at multiple sites and are encouraged to demonstrate a high level of coordination and connectivity that will assist youth, particularly priority populations and in priority geographical areas, in navigating and accessing the services. Services need not be delivered at a single "one-stop" location; in fact, bidders are encouraged to identify various access points and doors of entry into youth workforce services, including through the use of technology, mobile services, and scattered-site services.

Bidders should demonstrate a high level of accessibility of the Youth Services site(s), particularly for the priority populations and in the priority geographical areas. Each site should be conveniently accessed by public transportation. Each site must be fully compliant with ADA accessibility requirements. Services must be accessible to limited English speakers through linguistically diverse staff, translated materials, interpretation services, and other means. Bidders are encouraged to demonstrate flexibility and creativity in accommodating the needs of customers with varied availability and work schedules.

7. Partnerships

Youth Services solicited under this RFP are enriched by collaboration, and bidders are encouraged to secure and demonstrate extensive and meaningful partnerships that will benefit participating youth. Bidders should describe the extent of these partnerships, including any co-location, co-enrollment, shared use of CalJOBS, cost sharing, or referral agreements to facilitate youths' access.

Youth should experience a fully-integrated, single-point-of-contact system of WIOA programs and services. This requires high levels of coordination and teamwork across partners, as well as consistently high customer services standards. Bidders are encouraged to propose collaborative service models that demonstrate these standards.

Bidders are not required to attach signed MOUs or letters of commitment to the proposal; however, letters of commitment (and not letters of support) that include detailed information on service, co-location, and resource-leveraging commitments may be included as optional attachments. Letters of commitment from required partners will be required at the time a contract is signed.

a. Required Partnerships

Youth Services providers must demonstrate and describe partnerships with, at minimum, the Oakland Unified School District and the Peralta Community College District. Partnerships may be for the purposes of youth outreach and recruitment; identification of targeted, high-need youth; cross-referrals to address the comprehensive service and training needs of youth; facilitation of enrollment in appropriate education and training; co-location of services at accessible venues; wrap-around support services for participants in training and other workforce services; and continuity of services and supports following exit from WIOA. Partnerships may enable the Youth Services provider to effectively leverage resources to better serve eligible youth, and to align with regional sector and career pathway strategies.

Oakland Unified School District (OUSD): The nature of each Youth Services provider's partnership with OUSD, its schools, and its administrative departments will depend upon the design of its services for eligible out-of-school youth; however, all providers must demonstrate and describe a partnership with OUSD. Bidders are encouraged to include as an attachment to the proposal a letter of commitment that describes collaborative services, co-location, and/or resource-leveraging, as appropriate. For example, this partnership could include:

- Partnership with OUSD district offices to identify and outreach to youth who have recently dropped out of school;
- Partnership with OUSD district offices or targeted high schools to identify and outreach to graduates in need of employment or other services to transition to college or career;

- Partnership with OUSD career academies in targeted sectors to identify and outreach to graduates in need of sector-targeted employment or other services to transition to college or career;
- Leveraging of resources secured by OUSD or the bidder to improve services to youth.

Peralta Community College District (PCCD): The nature of each Youth Services provider's partnership with PCCD, its community colleges, and its administrative departments will also depend upon the services delivered; however, all providers must demonstrate and describe a partnership with PCCD. Bidders are encouraged to include as an attachment to the proposal a letter of commitment that describes collaborative services, co-location, and/or resource-leveraging, as appropriate. For example, this partnership could include:

- Partnership with PCCD district offices or targeted colleges to identify and outreach to students in need of employment or other workforce services;
- Partnership with PCCD district offices or targeted colleges to refer youth with interest in career education and training;
- Partnership with PCCD and OWDB's Adult Services providers to connect youth with ITAs in in-demand sectors;
- Arrangement with PCCD to provide college courses at accessible community locations or with formats/schedules responsive to the needs of youth;
- Partnership with PCCD to design and deliver bridge programs into career technical education programs;
- Partnership with PCCD's central offices, Workforce Coordinators and CTE Counselors to share information on work experience and employment opportunities for youth;
- Co-location of WIOA services on a community college campus;
- Leveraging of resources secured by PCCD or the bidder to improve services to youth.

b. OWDB Workforce System Partnerships

Youth Services providers will partner with OWDB's One Stop Operator, AJCC Career Services providers and Business Services staff in order to enable effective coordination of services; leverage organizational strengths and resources; and facilitate referrals of customers to the most appropriate services. These providers and OWDB staff will work together to create and maintain a comprehensive system of workforce development services reaching Adults and Youth, with a focus on OWDB priority populations, geographical areas, and industry sectors.

WIOA mandates that OWDB partner with the following entities as part of its AJCC network of providers and services. The opportunities to leverage these partnerships for Youth Services participants are described in the U.S. Department of Labor's [Youth Desk Reference](#). Bidders for OWDB's Youth Services contracts are encouraged to propose ways in which these partnerships will be leveraged to the benefit of Oakland out-of-school youth:

- Adult and Dislocated Workers Providers
- Wagner-Peyser Act – Employment Development Department (EDD)
- Unemployment Compensation
- Veterans Workforce Programs
- Trade Adjustment Assistance (TAA)
- Job Corps
- YouthBuild
- Adult Education and Literacy
- Career Technical Education (PCCD)
- Vocational Rehabilitation
- Programs under Rehabilitation Act
- Department of Housing and Urban Development (Oakland Housing Authority)
- Native American Programs
- Migrant and Seasonal Farmworkers Programs
- Title V of the Older Americans Act of 1965 - Senior Community Service
- Community Development Block Grant (CDBG)-funded Programs
- Small Business Development Centers
- Second Chance
- CalWorks/TANF

Representatives of OWDB’s AJCC Career Services and Youth Services contractors will be required to participate in mandatory meetings convened by OWDB for the purpose of relationship-building, information- sharing, design and implementation of collaborative programming, individual case review, service referrals, and realization of a coordinated system of service delivery.

c. Regional Partnerships

Along with OWDB and its regional workforce board partners (Alameda County WDB, WDB of Contra Costa County, and Richmond WDB), Youth Services providers will be required to participate in the *EASTBAYWorks* network. Each OWDB contractor will be required assign a representative to participate in monthly meetings of *EASTBAYWorks*. OWDB contractors will be expected to align service delivery strategies, share information on available resources, and take active roles in the design and implementation of regional initiatives facilitated by *EASTBAYWorks*.

OWDB is an active participant in multiple regional initiatives, including Earn and Learn East Bay, East Bay Slingshot, and others. Youth Services providers will join OWDB in supporting these initiatives, coordinating services, leveraging funding, sharing and utilizing data, and connecting individuals and businesses to resources. Bidders are encouraged to describe commitments to this regional work, and to demonstrate understanding of and/or involvement in regional initiatives. Letters of commitment that include detailed information on initiative involvement and service, co-location, and resource- leveraging commitments may be included as attachments to the proposal.

d. Other Recommended Partnerships

In addition to the partners listed above, the following potential partners are also recommended:

- Employment and training programs administered by Social Security Administration, Small Business Administration, Supplemental Nutrition Assistance Program (SNAP), Department of Rehabilitation (DOR), Probation Department, and other public entities;
- Programs authorized under the National and Community Service Act of 1990, such as AmeriCorps and Senior Corps;
- Local community-based organizations (CBOs), particularly those that address the needs of WIOA and OWDB priority populations and geographical areas;
- Industry associations;
- Targeted-sector businesses and industry associations;
- Targeted-sector training and education providers;
- Targeted-sector unions and labor-management education funds; and
- Targeted-sector pre-apprenticeship and apprenticeship programs.

e. Subcontractors

Bidders' collaborative service strategies may or may not involve the subcontracting of funds to partner entities. When a contract includes one or more subcontracts to partner entities, the lead contractor will serve as fiscal agent and will be solely responsible for ensuring compliance with all terms and conditions of contract administration; fiscal management of the contract; and accountability for program outcomes and budgeted expenditures.

Entities that do not meet the minimum or desired qualifications described in the RFP may choose to establish such a partnership to serve as a subcontractor of a qualified bidder. While a bidder may only submit one proposal in response to a RFP, the same organization may be proposed as a subcontractor in a separate proposal.

Bidders that propose to subcontract any portion of OWDB funds must clearly identify in the proposal narrative the subcontractor organization, the services they will provide, justification for subcontracting to the organization, assurance that non-WIOA funds are not available for the provision of these services, and the subcontractor's documented previous success in providing similar services and meeting all contractual obligations, including contractual outcomes. Subcontractors will be required to report participant data using CalJOBS and to participate in program and financial monitoring, as requested by OWDB and in compliance with WIOA requirements.

C. PERFORMANCE MEASUREMENT AND ACCOUNTABILITY

1. Data Collection and Reporting

Contracted WIOA service providers will be responsible for providing client and program data under policies and guidelines established by WIOA, OWDB, the State of California and the federal government, and administered by the City of Oakland. Contractors will be required to:

- Utilize CalJOBS, an internet-based system used throughout the State of California, as the system of record for WIOA-enrolled participant tracking.
- Ensure complete, accurate and timely data entry in compliance with WIOA.
- Gather and maintain all required participant eligibility documentation, which will be subject to ongoing local and State monitoring and verification.
- Report program participant information, including WIOA tracking and follow-up data.
- Prepare monthly and quarterly performance reports as required by WIOA and as may be requested by City staff, OWDB, and OWDB committees.
- Prepare monthly financial and training expenditure reports, along with supporting documentation as required by the City.

Reports generated from CalJOBS will be utilized to determine program performance by OWDB and the State of California; therefore, knowledge of the system, accuracy, and timely entry of information are critical. OWDB will provide technical assistance and mandatory staff training on CalJOBS system input. It will be the contractor's responsibility to ensure ongoing staff expertise and cooperation.

2. File Maintenance and Documentation

AJCC Youth Services contractors will maintain a case file for each WIOA-enrolled participant. Case files must include all required documentation, including documentation of program eligibility, assessments, CalJOBS printed forms and case notes, training paperwork, attendance records, etc., as appropriate. OWDB will provide technical assistance and mandatory staff training on WIOA program eligibility, priority of service, documentation, file maintenance, and performance and financial reporting. It will be the contractor's responsibility to ensure ongoing staff expertise and cooperation.

CalJOBS will soon require paperless record-keeping. OWDB will work with each contractor to develop a transition plan to facilitate this transition, which will entail uploading of required documentation into the CalJOBS cloud database.

3. Monitoring

OWDB staff will monitor, audit, and evaluate program activities throughout the funding period. Contractors must allow OWDB staff access to all files and records relating directly to WIOA funds, including participant case files, fiscal documents and other related records.

4. Required Performance Measures

WIOA establishes core performance measures for Youth Services. WIOA performance measures are designed to measure the effectiveness and continuous improvement of the workforce service delivery system, and the contracting agency will be required to collect and report data through CalJOBS pertaining to these measures. Performance measures are subject to change at any time, and the OWDB may set performance benchmarks or implement additional measures in response to regulations or local need.

CWDB requires that each WIOA provider meet at minimum 90% of their goals. OWDB requires that each provider's Enrollment goal be met by the final calendar day of Quarter 2 of the contracted fiscal year. WIOA Youth Services performance measures and OWDB's final negotiated performance goals are as follows:

Performance Indicators	Final Negotiated Goals PY19
Youth	
In Education, Training or Employment - 2nd Q post exit	67.0%
In Education, Training or Employment - 4th Q post exit	68.0%
Median Earnings	baseline
Credential Attainment Rate	63.0%
Measurable Skill Gain	baseline

Definitions of these measures are as follows:

- **Employment Rate - 2nd Quarter After Exit:** The percentage of program participants who are in unsubsidized employment during the second quarter after exit from the program.
- **Employment Rate – 4th Quarter After Exit:** The percentage of program participants who are in unsubsidized employment during the fourth quarter after exit from the program.
- **Median Earnings – 2nd Quarter After Exit:** The median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program.

- **Credential Attainment:** The percentage of program participants enrolled in an education or training program (excluding those in OJT and customized training) who attain 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.
- **Measurable Skill Gains (MSG):** The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment, and who are achieving an MSG, defined as documented academic, technical, occupational, or other forms of progress, toward such a credential or employment.

III. THE PROPOSAL

A. GENERAL INFORMATION

1. The successful proposer selected for this service shall obtain or provide proof of having a current City of Oakland Business Tax Certificate.
2. The City Council reserves the right to reject any and all bids.
3. Local and Small Local Business Enterprise Program (L/SLBE)

Not applicable, but L/SLBE participation is highly encouraged

- a) **Requirement – For Professional Services, 50% Local and Small Local Business Enterprise Program (L/SLBE):** there is a 50% minimum participation requirement for all professional services contracts over \$50,000. Consultant status as an Oakland certified local or small local firm and subcontractor/subconsultant status as an Oakland certified local or small local firm are taken into account in the calculation. The requirement may be satisfied by a certified prime consultant and/or subconsultant(s). A business must be certified by the City of Oakland in order to earn credit toward meeting the fifty percent requirement. The City has waived small local business enterprise (SLBE) subcontracting requirements for Oakland certified local businesses that apply for professional services contracts as the prime consultant with the City. The SLBE requirements still applies for non-certified LBEs and non-local business enterprises.
- b) **Good Faith Effort -** In light of the fifty percent requirement, good faith effort documentation is not necessary.
- c) **Preference Points –** Preference points are earned based on the level of participation proposed prior to the award of a contract. Upon satisfying the minimum fifty percent requirement, a consultant will earn two (2) preference points. Three additional preference points may be earned at

a rate of one point for every additional ten percent participation up to eighty percent participation of the total contract dollars spent with local Oakland certified firms.

- d) A firm may earn up to five (5) preference points for local Oakland business participation and additional preference points for being a long term certified business in Oakland regardless of size and for having an Oakland workforce.
- e) In those instances where Very Small Local Business Enterprise (VSLBE) participation is evident, the level of participation will be double-counted towards meeting the requirement.
- f) Additional Preference Points for Request for Proposals (RFP) and Request for Qualifications (RFQ) may be earned for having an Oakland resident workforce. **Prime consultants seeking additional preference points for having an Oakland resident workforce must submit a completed Schedule E-2 titled the “Oakland Workforce Verification Form” no more than 4 days after the proposal due date. A copy of Schedule E-2 is found on <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>.**
- g) Earning extra preference points for having an existing work force that includes Oakland residents is considered added value. The Request for Proposal “evaluation” process allows for additional preference points over and above the number of points earned for technical expertise. Typically 100 points may be earned for the technical elements of the RFP. Preference points are awarded over and above the potential 100 points.
- h) The Exit Report and Affidavit (ERA) – This report declares the level of participation achieved and will be used to calculate banked credits. The prime consultant must complete the Schedule F, Exit Report and Affidavit for, and have it executed by, each L/SLBE sub consultant and submitted to the Office of the City Administrator, Contracts and Compliance Unit, along with a *copy* of the final progress payment application.
- i) Joint Venture and Mentor Protégé Agreements. If a prime contractor or prime consultant is able to develop a Joint Venture or “Mentor-Protégé” relationship with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval to the Office of the City Administrator, Contracts and Compliance Unit, prior to the project bid date for construction, and by proposal due date for

professional services contracts. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.

- j) Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its subcontractors and suppliers, by completing Schedule D, Ownership, Ethnicity, and Gender Questionnaire, and Schedule E, Project Consultant Team, attached and incorporated herein and made a part of this Agreement.
- k) All affirmative action efforts of Contractor are subject to tracking by the City. This information or data shall be used for statistical purposes only. All contractors are required to provide data regarding the make-up of their subcontractors and agents who will perform City contracts, including the race and gender of each employee and/or contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
- l) In the recruitment of subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- m) In the use of such recruitment, hiring and retention of employees or subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

4. The City's Living Wage Ordinance

This Agreement is subject to the Oakland Living Wage Ordinance. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of service Contractors (contractors) of the City and employees of CFARs (Ord. 12050 § 1, 1998). The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as Declaration of Compliance – Living Wage Form; and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the contractor must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – Said employees shall be paid an initial **hourly wage rate of \$13.75 with health benefits or \$15.78 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. Effective July 1st of each year, Contract shall pay adjusted wage rates.
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least **\$2.03 per hour**. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full-time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d. Federal Earned Income Credit (EIC) - To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. For more information, web sites include but are not limited to: (1) <https://www.irs.gov/> and <https://www.irs.gov/credits-deductions/individuals/earned-income-tax-credit>
- e. Contractor shall provide to all employees and to Contracts and Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- f. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- g. Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Contractor shall provide a copy of said list to the Office of

the City Administrator, Contracts and Compliance Unit, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.

- h. Contractor shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to Contracts and Compliance.

5. Minimum Wage Ordinance

Oakland employers are subject to Oakland's Minimum Wage Law, whereby Oakland employees must be paid the current Minimum Wage rate. Employers must notify employees of the annually adjusted rates by each December 15th and prominently display notices at the job site. The law requires paid sick leave for employees and payment of service charges collected for their services.

For further information, please go to the following website:

<https://www.oaklandca.gov/topics/minimum-wage-paid-leave-service-charges>

6. Equal Benefits Ordinance

This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City Contractors (contractors) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001)

The following contractors are subject to the Equal Benefits Ordinance: Entities which enter into a "contract" with the City for an amount of twenty-five thousand dollars (\$25,000.00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the city; and Entities which enter into a "property contract"

pursuant to Section 2.32.020(D) with the City in an amount of twenty-five thousand dollars (\$25,000.00) or more for the exclusive use of or occupancy (1) of real property owned or controlled by the city or (2) of real property owned by others for the city's use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year.

The Ordinance shall only apply to those portions of a Contractor's operations that occur (1) within the City; (2) on real property outside the City if the property is owned by the City or if the City has a right to occupy the property, and if the contract's presence at that location is connected to a contract with the City; and (3) elsewhere in the United States where work related to a City contract is being performed. The requirements of this chapter shall not apply to subcontracts or sub-contractors.

The Equal Benefits Ordinance requires among other things, submission of the attached and incorporated herein as **Schedule N-1**, Equal Benefits-Declaration of Nondiscrimination form. For more information, see http://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.32EQ_BEOR.html#TOPTITLE

7. Prompt Payment Ordinance OMC Section 2.06.070 Prompt Payment Terms Required in Notices Inviting Bids, Requests for Proposals/Qualifications and Purchase Contracts

This Agreement is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06. The Ordinance requires that, unless specific exemptions apply. Contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of submission of invoices unless the Contractor or its subcontractors notify the Liaison in writing within five (5) business days that there is a bona fide dispute between the Contractor or its subcontractor and claimant, in which case the Contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount.

Disputed payments are subject to investigation by the City of Oakland Liaison upon the filing of a compliant. Contractor or its subcontractors opposing payment shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation. If Contractor or its subcontractor fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Contractor progress payment. The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims.

Contractor and its subcontractors shall not be allowed to retain monies from subcontractor payments for goods as project retention, and are required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five (5) business days of payment. Contractor and its subcontractors shall be required to pass on to and pay subcontractors mobilization fees within five (5) business days of being paid such fees by the City. For the purpose of posting on the City's website, Contractor and its subcontractors, are required to file notice with the City of release of retention and payment of mobilization fees, within five (5) business days of such payment or release; and, Contractors are required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five (5) business days following receipt of payment from the City. The affidavit shall provide the names and address of all subcontractors and the amount paid to each.

Contractor and its subcontractors shall include the same or similar provisions as those set forth above in this section in any contract with a contractor or subcontractor that delivers goods and/or services pursuant to or in connection with a City of Oakland purchase contract.

Prompt Payment invoice and claim forms are available at the following City of Oakland website: <https://www.oaklandca.gov/resources/prompt-payment-forms> or at Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612. Invoice and claim inquiries should be directed to Vivian Inman, City of Oakland Prompt Payment Liaison, 510-238-6261 or email vinman@oaklandca.gov.

8. Non-Discrimination/Equal Employment Practices

Contractor shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement, Contractor agrees as follows:

- a. Contractor and Contractor's sub-contractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Contractor and Contractor's Sub-contractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that

- all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- c. Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing Declaration of Compliance with the Americans with Disabilities Act, attached hereto and incorporated herein.
 - d. If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its sub-Contractors and suppliers, by completing the Ownership, Ethnicity and Gender Questionnaire.
 - f. The Project Contractor Team attached and incorporated herein and made a part of this Agreement, Exit Report and Affidavit, attached and incorporated herein and made a part of this Agreement.
 - g. All affirmative action efforts of Contractors are subject to tracking by the City. This information or data shall be used for statistical purposes only. All Contractors are required to provide data regarding the make-up of their sub-Contractors and agents who will perform City contracts, including the race and gender of each employee and/or Contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
 - h. The City will immediately report evidence or instances of apparent discrimination in City or Agency contracts to the appropriate State and Federal agencies, and will take action against Contractors who are found to be engaging in discriminatory acts or practices by an appropriate State or Federal agency or court of law, up to and including termination or debarment.
 - i. In the recruitment of sub-Contractors, the City of Oakland requires all Contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status,

religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.

- j. In the use of such recruitment, hiring and retention of employees or sub-Contractors, the City of Oakland requires all Contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

9. Arizona and Arizona-Based Businesses

Contractor agrees that in accordance with Resolution No. 82727 C.M.S., neither it nor any of its subsidiaries, affiliates or agents that will provide services under this agreement is currently headquartered in the State of Arizona and shall not establish an Arizona business headquarters for the duration of this agreement with the City of Oakland or until Arizona rescinds SB 1070.

Contractor acknowledges its duty to notify Contracts and Compliance Division, Office of the City Administrator if it's Business Entity or any of its subsidiaries affiliates or agents subsequently relocates its headquarters to the State of Arizona. Such relocation shall be a basis for termination of this agreement.

10. Border Wall Ordinance

This contract is subject to the Border Wall Ordinance of Oakland Municipal Code (Ordinance 13459 C.M.S, passed November 28, 2017) and effective immediately upon adoption. The purpose of the ordinance is to mandate and direct the City Administrator- in instances where there is no significant additional cost, to be defined in regulations, or conflict with law- to refrain from entering into new or amended contracts to purchase professional, technical, scientific or financial services, goods, construction labor and materials or other services, or supplies from businesses that enter into contracts to provide such services, goods, materials or supplies to build the U.S.-Mexico border wall.

The City of Oakland shall be prohibited from entering into any contractual agreement for the purchase of services, goods, equipment, *cyber network or cloud computing, internet, or cloud-based computer technology or services* with any "*BORDER WALL ENTITY*" individual, firm, or financial institution who provides any services, goods, equipment or information technology or cloud- based technology or services, to construction of the a wall along any part of the United States – Mexico border.

All vendors seeking to do business with the City of Oakland must be complete and sign “Schedule W” as a statement of compliance with Ordinance 13459 C.M.S.

11. Pending Dispute Disclosure Policy:

Contractors are required to disclose pending disputes with the City of Oakland when they are involved in submitting bids, proposals or applications for a City contract or transaction involving professional services. This includes contract amendments. Contractor agrees to disclose, and has disclosed, any and all pending disputes to the City prior to execution of this agreement. The City will provide a form for such disclosure upon Contractor’s request. Failure to disclose pending disputes prior to execution of this amendment shall be a basis for termination of this agreement.

12. City of Oakland Campaign Contribution Limits

This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits Contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations. If this Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form.

13. Nuclear Free Zone Disclosure

Contractor represents, pursuant to the combined form Nuclear Free Zone Disclosure Form that Contractor is in compliance with the City of Oakland’s restrictions on doing business with service providers considered nuclear weapons makers. Prior to execution of this agreement, Contractor shall complete the combined form, attached hereto.

14. Sample Professional Service Agreement

This Agreement is subject to the attached Sample Professional Service Agreement.

15. Insurance Requirements

The Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of the Contractor’s insurance policies if and when requested. Failure to provide

the insurance proof requested or failure to do so in a timely manner shall constitute grounds for rescission of the contract award.

The Contractor shall name the City of Oakland, its Council members, directors, officers, agents, employees and volunteers as additional insured in its Comprehensive Commercial General Liability and Automobile Liability policies. If Contractor submits the ACORD Insurance Certificate, the additional insured endorsement must be set forth on a CG20 10 11 85 form and/or CA 20 48 - Designated Insured Form (for business auto insurance).

Please Note: A statement of additional insured endorsement on the ACORD insurance certificate is insufficient and will be rejected as proof of the additional insured requirement.

Unless a written waiver is obtained from the City's Risk Manager, Contractors must provide the insurance as found at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules> (Schedule Q). A copy of the requirements is attached and incorporated herein by reference. Liability insurance shall be provided in accordance with the requirements specified.

When providing the insurance, include the Project Name and Project Number on the ACORD form in the section marked Description of Operations/Locations.

When providing the insurance, the "Certificate Holder" should be listed as: City of Oakland, Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612.

16. City Contractor Performance Evaluation

At the end of the project, the Project Manager will evaluate the Contractor's Performance in accordance with the City Contractor Performance Evaluation program.

17. Violation Of Federal, State, City/Agency Laws, Programs Or Policies:

The City or Agency may, in their sole discretion, consider violations of any programs and policies described or referenced in this Request for Proposal, a material breach and may take enforcement action provided under the law, programs or policies, and/or terminate the contract, debar contractors from further contracts with City and Agency and/or take any other action or invoke any other remedy available under law or equity.

18. Contractor's Qualifications

Contractor represents that Contractor has the qualifications and skills necessary to perform the services under this Agreement in a competent and professional manner without the advice or direction of the City.

Contractor's services will be performed in accordance with the generally accepted principles and practices applicable to Contractor's trade or profession. The Contractor warrants that the Contractor, and the Contractor's employees and sub-contractors are properly licensed, registered, and/or certified as may be required under any applicable federal, state and local laws, statutes, ordinances, rules and regulations relating to Contractor's performance of the Services. All Services provided pursuant to this Agreement shall comply with all applicable laws and regulations. Contractor will promptly advise City of any change in the applicable laws, regulations, or other conditions that may affect City's program. This means Contractor is able to fulfill the requirements of this Agreement. Failure to perform all of the services required under this Agreement will constitute a material breach of the Agreement and may be cause for termination of the Agreement. Contractor has complete and sole discretion for the manner in which the work under this Agreement is performed. Prior to execution of this agreement, Contractor shall complete the Independent Contractor Questionnaire, Part A, attached hereto.

19. The following City staff are available to answer questions:
Manager: Enjema Hudson, (510) 238-6457
Contract Analyst: Jasmine Chan, (510) 238-7524
Compliance Officer: Sophany Hang, (510) 238-3723
20. All responses to the RFP become the property of the City.
21. The RFP does not commit the City to award a contract or to pay any cost incurred in the preparation of the proposal.
22. The City reserves the sole right to evaluate each proposal and to accept or reject any or all proposals received as a result of the RFP process.
23. The City reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of the RFP process, to obtain further information from any and all Contractor teams and to waive any defects as to form or content of the RFP or any responses by any contractor teams
24. The City may require a service provider to participate in negotiations and submit technical information or other revisions to the service provider's qualifications as may result from negotiations.
25. Once a final award is made, all RFP responses, except financial and proprietary information, become a matter of public record and shall be regarded by the City as public records. The City shall not in any way be liable or responsible for the disclosure of any such records or portions

thereof if the disclosure is made pursuant to a request under the Public Records Act or the City of Oakland Sunshine Ordinance.

26. The Fair Political Practices Act and/or California Government Code Section 1090, among other statutes and regulations may prohibit the City from contracting with a service provider if the service provider or an employee, officer or director of the service providers' firm, or any immediate family of the preceding, or any sub-contractor or contractor of the service provider, is serving as a public official, elected official, employee, board or commission member of the City who will award or influence the awarding of the contract or otherwise participate in the making of the contract. The making of a contract includes actions that are preliminary or preparatory to the selection of a contractor such as, but not limited to, involvement in the reasoning, planning and/or drafting of solicitations for bids and RFQs, feasibility studies, master plans or preliminary discussions or negotiations.

B. SUBMITTAL REQUIREMENTS

OWDB must receive the proposal(s) marked “(Name of Agency and Region) Proposal” no later than Wednesday, March 6, 2019 at 2:00 p.m. Submit one (1) proposal with original signatures, five (5) copies, and additionally, one flash (USB) drive containing the proposal to:

**ATTN: Department of Contracts and Compliance
Office of the City Administrator
250 Frank H. Ogawa Plaza, Suite # 3341
Oakland, CA 94612**

Please ensure that each proposal is time stamped by Contracts and Compliance no later than 2:00 p.m.

Proposals not received at the above location by the Proposal Submittal Deadline are late and will be returned to proposers unopened.

All proposals submitted via US Mail or common carrier must be delivered in a sealed package with the project name, submittal date, time and location of the proposals on the outside of the package or the documents.

C. REQUIRED PROPOSAL ELEMENTS AND FORMAT

A proposal checklist is included as Appendix A. Bidders should refer to and organize the proposal packet in the manner outlined in this checklist.

1. Cover Sheet

The Cover Sheet form (Appendix B-1) must be completed by the bidder, signed by the bidder's authorized representative, and submitted as an attachment. The completed Cover Sheet must not exceed 2 pages.

2. Proposal Narrative

The Proposal Narrative must not exceed 15 single-spaced pages, using no less than 12-point font. Tables, charts, and figures are included in this page limit. The Cover Sheet, Budget, Budget Narrative and other required attachments are not included in the page limit.

The Proposal Narrative should be organized according to the sections and criteria described in Section III.C below. Bidders are encouraged to address each point detailed in Section III.C within their Proposal Narrative.

3. Work Plan/Timeline

The bidder is asked to create a Work Plan/Timeline that details the proposed milestones, activities, and timeline related to start-up, implementation and reporting, including roles and responsibilities of individual staff and subcontractors. The Work Plan/Timeline must not exceed 2 pages.

4. Client Flow Chart

The bidder is asked to create a Client Flow Chart that illustrates the sequence of services to be received by a client. The Client Flow Chart must not exceed 1 page.

5. Performance Outcomes Form

The Performance Outcomes Form (Appendix B-2) must be completed and submitted as an attachment. It must not exceed one page. The Performance Outcomes Form indicates the bidder's proposed one-year outcomes for each OWDB outcome measure provided.

6. Proposal Budget Form

The Proposal Budget Form (Appendix B-3) must be completed by the bidder and by each subcontractor and submitted as an attachment. Information in the Form should describe a one-year program budget. The Budget should not include funding for ITAs, OJTs, or Supportive Services.

7. Budget Narrative

The Budget Narrative must not exceed 5 single-spaced pages, using no less than 12-point font. The Budget Narrative must describe all program costs for which OWDB funds are requested, including proposed contractor and subcontractor costs. Each line item amount should be described with clear and sufficient cost rationale, including the figures (number of hours, rates, %, etc.) used to determine the cost. (For example, rationale for staff wages may be: 37.5 hours/week @

\$26/hour for 41 weeks = \$39,975. Rationale for benefits expenses may be: 32% of salaries, including 20% medical insurance, 7% disability, 5% dental.) Leveraged funds should also be described, including source, amount, proposed use, and whether the funds are secured or proposed. Documentation of committed cash match should be included as an attachment to the Budget Narrative.

8. Past/Current Contracts Form

The Past/Current Contracts Form (Appendix B-4) must be completed by the bidder and submitted as an attachment. It must not exceed two pages. The Past/Current Contracts Form provides information on four current and four past contracts received by the bidder; the funders; amounts; dates; outcomes attained; and contact person. Subcontractors are not required to provide past/current contract information.

9. Schedule E - Project Consultant Team

Schedule E (Appendix B-5) must be completed by the bidder and submitted as an attachment. An interactive version of this form can be downloaded from the City of Oakland Contracts and Compliance website:

<http://www2.oaklandnet.com/oakcal/groups/contracting/documents/form/oak023379.pdf>, or a copy may be requested from Paula Peav at ppeav@oaklandnet.com or (510) 238-6449.

The Project Consultant Team listing must list the addresses, telephone numbers and areas of expertise for each proposed subcontractor. It must identify which contractors are MBE, WBE, Local Business Enterprises (LBE) and Small Local Business Enterprise (SLBE).

All LBEs/SLBEs, whether the bidder or a proposed subcontractor, must submit a copy of the current business license and date established in Oakland.

10. Resumes/Job Descriptions

The bidder is required to submit a resume or job description for all key personnel, including staff of the bidder and any proposed subcontractors. Each resume or job description must not exceed 2 pages.

11. Organizational Chart

The bidder is required to create an organizational chart that indicates all positions described in the proposal; the relationships between these positions and the bidder's organizational structure; and the relationships between the bidder and subcontractors.

12. Letters of Commitment/Memoranda of Understanding

The bidder is required to document the proposed relationship with each subcontractor by submitting either a signed Letter of Commitment from each proposed subcontractor, or a Memorandum of Understanding (MOU) signed by the bidder and the proposed subcontractor(s). The Letter of Commitment or MOU must detail the roles, responsibilities and commitments of each partner.

Additional letters of commitment or MOUs may be submitted for partners described in the Proposal Narrative. Letters of support that do not describe a commitment to deliver specific services or to provide funds to the proposed program may not be included.

13. Schedule O - Campaign Contribution Limits

Schedule O (Appendix B-6) must be completed by the bidder and submitted as an attachment. An interactive version of this form can be downloaded from the City of Oakland Contracts and Compliance website: <http://www2.oaklandnet.com/oakcal/groups/contracting/documents/form/oak023287.pdf>, or a copy may be requested from Paula Peav at ppeav@oaklandnet.com or (510) 238-6449.

14. Stand-Alone Schedules Required with Proposal

16. Acknowledgement of Addenda

If an addendum to the RFP has been issued, the bidder must sign the addendum and submit it as an attachment.

17. Documentation of Monitoring of Current or Prior Federal Awards

OWDB is mandated (per CFR 683.145) to conduct a risk assessment to assess bidders' overall ability to administer federal funds (as required under 2 CFR 200.205). As part of this assessment, OWDB requires bidders to submit documentation of monitoring of any Federal awards held by the bidder over the previous five years. Documentation may take the form of a monitoring report and if corrective action was required, must include the corrective action plan and proof of compliance or cure of corrective action, and must be accompanied by a narrative explanation. This documentation, along with any other information that has come to OWDB's attention, will be considered in evaluating risks posed by the bidder's history.

18. Independent Auditor's Report

The bidder is required to submit an independent auditor's report from the most recently completed fiscal year.

D. REJECTION OF PROPOSAL ELEMENTS

The City reserves the right to reject any or all proposals, whether minimum qualifications are met, and to modify, postpone, or cancel this RFP without liability, obligation, or commitment to any party, firm, or organization. The City reserves the right to request and obtain additional information from any candidate submitting a proposal. A proposal may be rejected for any of the following reasons:

- Proposal received after designated time and date
- Failure to submit all hard and digital copies of proposal
- Proposal not in compliance with the City of Oakland Local/Small Local Business Enterprise Program
- Proposal not containing the required elements, exhibits, nor organized in the required format
- Proposal considered not fully responsive to this RFP

E. EVALUATION OF PROPOSALS

Proposals will be evaluated according to the following criteria. Bidders should respond to each of the sections and points below in the Proposal Narrative:

Criteria	Maximum Point Value
Organizational Experience and Capacity In this section, the bidder should: <ul style="list-style-type: none"> • Describe your organizational mission and history, making clear connections to the organization’s focus on workforce development. • Demonstrate how you are well positioned to successfully design and implement the proposed program services: <ul style="list-style-type: none"> • Show how the organization has successfully implemented programs of comparable size and scope in the past. (Please include any references to past work implementing WIOA-funded services, along with any similar non-WIOA funded workforce programs). To the extent possible, describe numbers served and who was served. • Show how these programs have led to the intended outcomes and benefitted the 	15

<p>populations served. To the extent possible, describe proportions of participants who were placed into jobs, the quality of jobs participants secured, and job retention rates. Feel free to share specific stories or examples of impact as well.</p> <ul style="list-style-type: none"> • Demonstrate that you have strong networks that will allow you to successfully collaborate with other workforce system leaders: <ul style="list-style-type: none"> • Describe your experience with the OWDB system and providers, including training, education, and support services providers. • Provide examples of existing partnerships with other workforce development service providers and/or business and sector leaders. • Demonstrate that you have the capacities needed to manage the program effectively: <ul style="list-style-type: none"> • Provide examples that demonstrate your administrative and data management experiences and capacities. • Provide examples that demonstrate your fiscal management experiences, capacities, and systems used to ensure fiscal accountability. • Include the Past/Current Contracts Form. Include examples of experience managing federal grants and grants of the size and scope of the requested OWDB contract. 	
<p>Program Design and Service Delivery</p> <p>In this section, the bidder should:</p> <ul style="list-style-type: none"> • Demonstrate a clear understanding of the priority populations, and provide clear, well-designed plans to reach these populations: <ul style="list-style-type: none"> • Highlight the populations that will be served by your program, and the specific high priority populations you will work to reach. Describe estimated numbers and types of people you will serve. • Describe your outreach, marketing, and engagement plans to reach priority populations in neighborhoods with the highest unemployment (East Oakland, Central/Fruitvale, and West Oakland). 	25

<ul style="list-style-type: none"> • Describe your proposed service locations and how these will ensure accessibility to the priority populations, whether through your own facilities, partnerships with organizations or sites in the community/communities of focus, and/or mobile or virtual services. • Describe intentional strategies and elements of program design to reduce racial inequities and ensure youth have equitable access to opportunities and services. • Demonstrate an understanding of key services to be provided, and well-designed plans to deliver those services: <ul style="list-style-type: none"> • Describe your approach and proposed Career Services and explain what will make your service delivery program effective and efficient. Indicate whether you are proposing to continue a successful program approach, improve upon an existing approach, or implement a new approach, and why. Include description of wrap-around or trauma-informed support services available to the client either in-house or through partnerships and describe the approach you will use to facilitate training access and completion, attainment of industry-recognized certification, and entry into employment in targeted sectors. • Include a Client Flow Chart that illustrates all steps in a client’s participation in your Youth Services, and a detailed Work Plan and Timeline. 	
<p>Existing and Proposed Program Staffing</p> <p>In this section, the bidder should:</p> <ul style="list-style-type: none"> • Demonstrate that you have the right mix of staff to successfully implement the proposed program: <ul style="list-style-type: none"> • For all staff to be involved in program implementation, list names (or indicate intention to hire) and roles (descriptions of roles, and whether management, administrative, or direct service) and whether they will be supported by the contract. Provide a short summary of each existing staff person’s qualifications, including language abilities. 	5

<ul style="list-style-type: none"> • Include a resume or job description for each key staff position. • Describe how the mix of races/ethnicities of the staff, and any other relevant characteristics, make the staff reflective of the priority communities and geographies targeted by your program. • Demonstrate that program staff will be effectively supported by the organization: <ul style="list-style-type: none"> • Include an Organizational Chart showing how the above-mentioned staff will fit within the overall organizational structure. • Describe any trainings or other supports that will be provided to these staff to support program quality and effectiveness. 	
<p>Partnerships and Subcontractors</p> <p>In this section, the bidder should:</p> <ul style="list-style-type: none"> • Demonstrate that you have strong partnerships with OWDB system providers: <ul style="list-style-type: none"> • Describe any proposed service delivery partners, their capacity and experience, the length of your relationship, their proposed roles, service delivery locations, and their ability to contribute to performance outcomes and reach priority populations or sectors. Include a Letter of Commitment and/or MOU with each proposed subcontractor. • Describe relationships with all WIOA mandated partners not named above and how they will contribute to implementation of your proposed program and/or your ability to reach and serve priority populations and sectors. As appropriate, also describe relationships with non-WIOA-mandated partners. • Provide an example of a prior partnership with OWDB system providers that allowed you to more effectively reach priority populations, improved the effectiveness of your service delivery, and/or allowed you to connect workforce populations being served with promising employment opportunities in priority sectors. 	15

<p>Outcomes, Data Collection, Reporting and Monitoring</p> <p>In this section, the bidder should:</p> <ul style="list-style-type: none"> • Demonstrate clear performance targets. <ul style="list-style-type: none"> • Provide estimated numbers of who will be reached, and types of people who will be reached. • Describe the types and amounts of services you estimate you will provide. • Describe the anticipated outcomes that will result from the services you provide, using estimated numbers for these outcomes. Include the Performance Outcomes Form. • Demonstrate a clear plan for collecting and using data and addressing challenges. <ul style="list-style-type: none"> • Explain how you propose to collect data, and when and how you will analyze that data. • Describe your approach to tracking reasons for leaving and outcomes for participants who exit the program without achieving job placement. • Explain how you plan to monitor your service delivery, as well as the service delivery/performance of subcontractors, if applicable. Describe how you will share what you learn and use the information to improve your program. • Describe one example of a situation where service delivery was not going well and how you worked to address the problem. 	20
<p>Budget and Budget Narrative</p> <p>In this section, the bidder should:</p> <ul style="list-style-type: none"> • Demonstrate that you have a realistic, reasonable, and cost-effective budget. <ul style="list-style-type: none"> • Complete the attached Budget Form. • In your budget narrative, describe each expense indicated on the Budget Form, provide a calculation of the expense, and explain why the expense is realistic, reasonable, and cost-effective. Include a total cost to WIOA per client served. Describe leveraged funds, whether committed or proposed, and the anticipated sustainability of these funds. 	20

<ul style="list-style-type: none"> • Include an independent auditor's report from the most recent fiscal year. 	
Possible Bonus Points <ul style="list-style-type: none"> • L/SLBE Certified Business Participation (3 points) • Documented cash match equivalent to 50% (2 points), 100% (4 points), or 200% (8 points) of the amount requested from OWDB. 	(2-11 points)
TOTAL	100

F. INTERVIEWS OF SHORT-LISTED FIRMS – Subject to Change

Interviews of short-listed qualified bidders may be held if a selection is not made from the evaluation phase. Bidders selected for an interview will be notified in writing and may be required to submit supplemental materials prior to the interview. Interviews will last approximately 60 minutes, with time allocated equally between the team's presentation and a question-and-answer period. The teams should be prepared to discuss at the interview their specific experience providing services similar to those described in the RFP, project approach, estimated work effort, available resources, and other pertinent areas that would distinguish them. Interviews will be held at a City of Oakland office or via phone (exact location to be determined). Interviews will be evaluated according to the following criteria:

Criteria	Maximum Point Value
Presentation <ul style="list-style-type: none"> • Relevant Experience • Qualifications • Organization • Approach • Other Factors 	35
Proposal Score (Points up to a maximum allowance of 40 points will be allocated proportionally based upon initial proposal scoring)	40
Interview/Question-and-Answer Period	25
TOTAL	100

G. RFP TIMELINE (Date subject to change)

RFP Release	Friday, January 18, 2019
Bidder's Conference (Recommended)	Monday, January 28, 2019
Deadline for Submission of Questions to owdb@oaklandca.gov	Friday, February 1, 2019
Responses to Questions Posted on OWDB Website	Thursday, February 7, 2019
Proposal Submission Deadline	Wednesday, March 6, 2019
Evaluation of Proposals	March 13-27, 2019
Notification of Interviews	Friday, March 29, 2019
Interviews, if Requested	Wednesday, April 3, 2019
Award Recommendation to OWDB	Thursday, May 2, 2019
Award Recommendation to City Council CED Committee	Tuesday, May 28, 2019
Award Recommendation to City Council	Tuesday, June 4, 2019
Contract Negotiations	Wednesday, June 5-21, 2019
Contract Document Distribution	Monday, June 23, 2019
Anticipated Contract Start Date	Monday, July 1, 2019

H. CONTRACT NEGOTIATIONS AND AWARD

1. The completion of this evaluation process will result in the contractor being numerically ranked. The contractor ranked first will be invited to participate in contract negotiations. Should the City and the first ranked contractor not be able to reach an agreement as to the contract terms within a reasonable timeframe, the City may terminate the negotiations and begin negotiations with the contractor that is next in line.
2. The contract amount (including reimbursements) shall be a not to exceed amount, to be established based upon a mutually agreeable Scope of Services and fee schedule.
3. The City will withhold the final 10% of contract amount pending successful completion of work.
4. Upon successful completion of the negotiations, the City Administrator will award the contract to the selected contractor.
5. A sample City professional services agreement is included in the RFP as Appendix E. The selected contractor will be required to enter into a contract that contains similar terms and conditions as in the sample agreement. Please note that the City Attorney's Office is typically not inclined to make any modifications to the standard agreement terms and provisions.

6. Upon award the City will issue a Notice of Award.
7. The selected contractor and its other members will be required to maintain auditable records, documents, and papers for inspection by authorized local, state and federal representatives. Therefore, the contractor and its other members may be required to undergo an evaluation to demonstrate that the contractor uses recognized accounting and financial procedures.

I. APPEALS PROCESS

Only the failure of the OWDB to follow a procedure, requirement, or evaluation criterion set forth in this request for proposals may be grounds for appeal. All appeals must be in writing and must specify the grounds for the appeal, the facts and evidence in support thereof, and the remedy sought.

Written appeals must be hand-delivered to the Executive Director of OWDB within five (5) business days after the announcement of the award recommendations. Each appeal will be reviewed and a decision delivered in writing within ten (10) business days after the deadline for the submission of appeals.

END OF RFP

IV. APPENDICES

- A. Required Proposal Checklist
- B. Required Proposal Forms
 - 1. Proposal Cover Sheet
 - 2. Performance Outcomes Form
 - 3. Proposal Budget Form
 - 4. Past/Current Contracts Form
 - 5. Schedule E – Project Consultant Form
 - 6. Schedule O – Campaign Contribution Limits
- C. Sample City of Oakland Professional Service Agreement
- D. Sample Quarterly Program Report
- E. Stand-Alone Schedules Required Before Full Contract Execution
- F. City Schedules and Policies
- G. Youth Eligibility Criteria
- H. Summary of WIOA Youth Program Design Requirements and Definitions

Appendix A: Required Proposal Checklist

- ☐ *Cover Sheet*
- ☐ *Program Narrative (not to exceed 15 pages single-spaced)*
- ☐ *Workplan/Timeline*
- ☐ *Client Flow Chart*
- ☐ *Performance Outcomes Form*
- ☐ *Program Budget Form (for bidder and each subcontractor)*
- ☐ *Budget Narrative (not to exceed 5 pages single-spaced)*
- ☐ *Documentation of Committed Cash Match*
- ☐ *Past/Current Contracts Form*
- ☐ *Schedule E – Project Consultant Form*
- ☐ *Resumes/Job Descriptions*
- ☐ *Organizational Chart*
- ☐ *Letters of Commitment/Memoranda of Understanding*
- ☐ *Schedule O – Campaign Contribution Limits*
- ☐ *Schedule W- Border Wall Prohibition*
- ☐ *Stand-Alone Schedules Required with Proposal*
- ☐ *Acknowledgement of Addenda*
- ☐ *Documentation of Monitoring of Current or Prior Federal Awards*
- ☐ *Independent Auditor's Report*

Appendix B-1: Cover Sheet

*Oakland Workforce Development Board
Request for Proposals for 2019-2022 WIOA Services*

BIDDER ORGANIZATION		
Name of Organization:		
Address:		
City:	State:	Zip Code:
Website:		Fax:
Tax ID #:		Year Incorporated:
Check if certified in the City of Oakland as: <input type="checkbox"/> Local Business Association <input type="checkbox"/> Small/Very Small Local Business Association		

CONTACT INFORMATION	
Program Contact:	Title:
Phone:	Email:
Fiscal Contact:	Title:
Phone:	Email:

PROPOSED SUBCONTRACTOR(S)
Please list any proposed subcontractors. For each subcontractor, include organization information and contact information similar to the above.

BUDGET INFORMATION
Total of OWDB Request:
Total Match Committed/Proposed:
Total Project Budget:
Total Organizational Budget:

RFP SERVICE AREA	
Please check one box indicating the service area for which you are submitting your proposal. If submitting both an Adult and a Youth Services proposal, a separate cover sheet and proposal is required for each submission.	
ADULT & DISLOCATED WORKER SERVICES <input type="checkbox"/> Comprehensive AJCC Career Services Provider and One Stop Operator <input type="checkbox"/> Affiliate AJCC Career Services Provider	YOUTH SERVICES <input type="checkbox"/> Youth Services Provider

PROGRAM INFORMATION
Name of Proposed Program:
Program Summary (400 words or less):

Request for Proposals – OWDB WIOA Out-of-School Youth Services Providers

--

Signature:_____ **Date:**_____

Appendix B-2: Performance Outcomes Form

Organization Name:	
Fiscal Contact:	Title:
Phone:	Email:

PERFORMANCE OUTCOMES SUMMARY	
Total Clients to be Served:	
Total OWDB Request:	
Total OWDB Cost Per Client:	

PROPOSED PERFORMANCE OUTCOMES (2019-2020)	
Enrolled in WIOA	
In Education, Training, or Employment - 2nd Q post exit	
In Education, Training, or Employment - 4th Q post exit	
Median Earnings	
Credential Attainment	
Measurable Skill Gain	
Measurable Skill Gain	

Appendix B-3: Budget Form

Organization Name:	
Fiscal Contact:	Title:
Phone:	Email:

BUDGET SUMMARY <i>(One Year – FY 2019-2020)</i>			
	OWDB Request	Match Funds	Total
TOTAL PROGRAM COSTS			

PERSONNEL COSTS					
Position/Title	Employee Name	Annual Salary	OWDB Request	Match Funds	Total Program Cost
TOTAL PERSONNEL COSTS					

OPERATING COSTS			
	OWDB Request	Match Funds	Total Program Cost
Program Materials and Supplies			
Staff Training			
Travel/Transportation			
Facilities Expenses			
General Office Supplies			
Copying/Duplicating			
Phone/Internet/Communications			
Equipment			
Indirect Costs			
Subcontracts (if applicable)			
Other (Please Specify)			
TOTAL OPERATING COSTS			

A separate Budget Form must be included for each subcontract

Appendix B-4: Past/Current Contracts Form

Information should be provided for four current and four past contracts. Subcontractors' contract information is not required.

CURRENT CONTRACTS				
Funder	Contract Amount	Start/End Dates	Outcomes Achieved	Funder Contact
1.				
2.				
3.				
4.				
PAST CONTRACTS				
Funder	Contract Amount	Start/End Dates	Outcomes Achieved	Funder Contact
1.				
2.				
3.				
4.				

Appendix B-5: Schedule E – Project Consultant Form

SCHEDULE E

PROJECT CONSULTANT TEAM LISTING


To be completed by prime consultants only.

Note:
The consultant herewith must list all subconsultants regardless of tier and their respective percentages of the project work. No other subconsultants, other than those listed below shall be used without prior written approval by the City of Oakland. Provide all information listed and check the appropriate boxes. Firms must be certified with the City of Oakland in order to receive Local/Small Local Business Enterprise credits.

Date _____

Company Name: _____

Signed: _____



OAKLAND
City of Oakland

Type of Work	Company Name	Address and City	Phone Number	% of Project Work	Dollar Amount	Subcontractor	Local (LBE)	Small Local (SLBE)	* Ethnicity	** Gender

Attach additional page(s) if necessary.

Contractors are required to identify the ethnicity and gender of all listed firms majority owner. This information will be used for tracking purposes only.

* (AA=African American) (AI=Asian Indian) (AP=Asian Pacific) (C=Caucasian) (H=Hispanic) (NA=Native American) (O=Other) (NL=Not Listed)

** (M = Male) (F = Female)

(Revised as of 6/06)

Appendix B-6: Schedule O – Campaign Contribution Limits



SCHEDULE O

CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS

To be completed by City Representative prior to distribution to Contractor	
City Representative _____	Phone _____ Project Spec No. _____
Department _____	Contract/Proposal Name _____
This is an <input type="checkbox"/> Original <input type="checkbox"/> Revised form (check one). If Original, complete all that applies. If Revised, complete Contractor name and any changed data.	
Contractor Name _____ Phone _____-_____-_____	
Street Address _____	City _____, State _____ Zip _____
Type of Submission (check one) <input type="checkbox"/> Bid <input type="checkbox"/> Proposal <input type="checkbox"/> Qualification <input type="checkbox"/> Amendment	
Majority Owner (if any). A majority owner is a person or entity who owns more than 50% of the contracting firm or entity.	
Individual or Business Name _____ Phone _____-_____-_____	
Street Address _____	City _____, State _____ Zip _____
The undersigned Contractor's Representative acknowledges by his or her signature the following:	
<p>The Oakland Campaign Reform Act limits campaign contributions and prohibits contributions from contractors doing business with the City of Oakland and the Oakland Redevelopment Agency during specified time periods. Violators are subject to civil and criminal penalties.</p> <p>I have read Oakland Municipal Code Chapter 3.12, including section 3.12.140, the contractor provisions of the Oakland Campaign Reform Act and certify that I/we have not knowingly, nor will I/we make contributions during the period specified in the Act.</p> <p>I understand that the contribution restrictions also apply to entities/persons affiliated with the contractor as indicated in the Oakland Municipal Code Chapter 3.12.080.</p> <p>If there are any changes to the information on this form during the contribution-restricted time period, I will file an amended form with the City of Oakland.</p>	
_____ Signature	____/____/____ Date
_____ Print Name of Signer	_____ Position
To be Completed by City of Oakland after completion of the form	
Date Received by City: ____/____/____ By _____	
Date Entered on Contractor Database: ____/____/____ By _____	

Appendix B-7: Schedule W – Border Wall Prohibition

SCHEDULE W **BORDER WALL PROHIBITION**

(This form is to be completed by Contractors and their sub-contractors, and all Vendors seeking to do business with the City of Oakland)

I, _____, the undersigned, a
(Name)

_____ of _____
(Title) (Business Entity)
(hereinafter referred to as Business Entity am duly authorized to attest on behalf of the business Entity)

- I. Neither this Business Entity nor any of its subsidiaries, affiliates or agents are under contract with any branch of the federal government to plan, design, build, support, repair and/or maintain any part of the border wall nor do we anticipate entering or competing for such work for the duration of a contract or contracts with the City of Oakland.
- II. The appropriate individuals of authority are cognizant of their responsibility to notify the city contact person/Project Manager, invoice reviewer or the City Administrator's Office of Contracts and Compliance if any of the identified above decide to compete, plan, design, build, support, repair and/or maintain any part of work or servicing the border wall.
- III. To maintain compliance, upon review and approval of invoices, the contractors/vendors hereby agree to submit attached to each invoice, a declaration on company stationery that the company remains in compliance with the Border Wall Prohibition and will not seek or secure a contract related to all aspects of the Border Wall
- IV. Upon close out or completion of deliverables and prior to issuance of final payment (while honoring the Prompt Payment Ordinance) I agree to submit a statement attached to the final invoice, under penalty of perjury, declaring full compliance with the Border Wall Prohibition. I understand that an invoice is not declared fully complete and accepted unless and until the declaration of compliance is accepted.
- V. I declare under penalty of perjury that the above will not, have not and do not plan to participate in the building, servicing, maintenance of the operations of the so called "Border Wall".

☐ I declare that I understand Ordinance #13459 C.M.S. Based on my understanding the above is true and correct to the best of my knowledge.

☐ I declare that I understand Ordinance #13459 C.M.S. Based on my understanding all or a portion of the above is not true and correct to the best of my knowledge.

(Printed Name and Signature of Business Owner)

(Date)

(Name of Business Entity)

(Street Address City, State and Zip Code)

(Name of Parent Company)

Appendix C: Sample City of Oakland Professional Services Agreement

(AS-NEEDED) PROFESSIONAL OR SPECIALIZED SERVICE AGREEMENT BETWEEN THE CITY OF OAKLAND AND Name of Contractor

Whereas, the City Council has authorized the City Administrator to enter into contracts for professional or specialized services if the mandates of Oakland City Charter Section 902(e) have been met.

Now therefore the parties to this Agreement covenant as follows:

1. Parties and Effective Date

This Agreement is made and entered into as of **Month Date, Year** between the City of Oakland, a municipal corporation, (“City”), One Frank H. Ogawa Plaza, Oakland, California 94612, and **Name of Contractor** (“Contractor”)

2. Scope of Services

Contractor agrees to perform the services specified in **Schedule A**, Scope of Services attached to this Agreement and incorporated herein by reference. Contractor shall designate an individual who shall be responsible for communications with the City for the duration of this Agreement. **Schedule A** includes the manner of payment. The Project Manager for the City shall be **Project Manager**.

3. Time of Performance

Contractor’s services shall begin on **Month Date, Year** and shall be completed **Month Date, Year**. (with [number] discretionary [number]-year extensions for [dollar amount] per year per the authority in Resolution [number].)**

****If Council has authorized discretionary extensions which are included in the monetary cap**

4. Compensation and Method of Payment

Contractor will be paid for performance of the scope of services an amount that will be based upon actual costs but that will be “Capped” so as not to exceed **\$Amount**, based upon the scope of services in **Schedule A** and the budget by deliverable task and billing rates in **Schedule B**. The maximum that will be charged for the entire scope of work will not exceed the Capped amount, even if the Contractor’s actual costs exceed the Capped amount. Invoices shall state a description of the **deliverable** completed and the amount due. Payment will be due upon completion and acceptance of the deliverables as specified in the Scope of Services.

In the aggregate, progress payments will not exceed ninety percent (90%) of the total amount of the contract, with the balance to be paid upon satisfactory completion of the contract. Progress, or other payments, will be based on at least equivalent services rendered, and will not be made in advance of services rendered.

In computing the amount of any progress payment (this includes any partial payment of the contract price during the progress of the work, even though the work is broken down into clearly identifiable stages, or separate tasks), the City will determine the amount that the contractor has earned during the period for which payment is being made, on the basis of the contract terms. The City will retain out of such earnings an amount at least equal to ten percent (10%), pending satisfactory completion of the entire contract.

5. Independent Contractor

a. Rights and Responsibilities

It is expressly agreed that in the performance of the services necessary to carry out this Agreement, Contractor shall be, and is, an independent contractor, and is not an employee of the City. Contractor has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of Contractor's services hereunder. Contractor shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for Contractor's own acts and those of Contractor's subordinates and employees. Contractor will determine the method, details and means of performing the services described in **Schedule A**.

b. Contractor's Qualifications

Contractor represents that Contractor has the qualifications and skills necessary to perform the services under this Agreement in a competent and professional manner without the advice or direction of The City. The Contractor warrants that the Contractor, and the Contractor's employees and sub-consultants are properly licensed, registered, and/or certified as may be required under any applicable federal, state and local laws, statutes, ordinances, rules and regulations relating to Contractor's performance of the Services. All Services provided pursuant to this Agreement shall comply with all applicable laws and regulations. Contractor will promptly advise City of any change in the applicable laws, regulations, or other conditions that may affect City's program. This means Contractor is able to fulfill the requirements of this Agreement. Failure to perform all of the services required under this Agreement will constitute a material breach of the Agreement and may be cause for termination of the Agreement. Contractor has complete and sole discretion for the manner in which the work under this Agreement is performed. Prior to execution of this agreement, Contractor shall complete **Schedule M, Independent Contractor Questionnaire**, attached hereto.

c. Payment of Income Taxes

Contractor is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the compensation paid by the City to Contractor for services under this Agreement. On request, Contractor will provide the City with proof of timely payment. Contractor agrees to indemnify the City for any claims, costs, losses, fees, penalties, interest or damages suffered by the City resulting from Contractor's failure to comply with this provision.

d. Non-Exclusive Relationship

Contractor may perform services for, and contract with, as many additional clients, persons or companies as Contractor, in his or her sole discretion, sees fit.

e. Tools, Materials and Equipment

Contractor will supply all tools, materials and equipment required to perform the services under this Agreement.

f. Cooperation of the City

The City agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

g. Extra Work

Contractor will do no extra work under this Agreement without first receiving prior written authorization from the City.

6. Proprietary or Confidential Information of the City

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. Contractor agrees that all information disclosed by the City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

7. Ownership of Results

Any interest of Contractor or its Subcontractors, in specifications, studies, reports, memoranda, computation documents prepared by Contractor or its Subcontractors in drawings, plans, sheets or other connection with services to be performed under this Agreement shall be assigned and transmitted to the City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

8. Copyright

Contractor shall execute appropriate documents to assign to the City the copyright to works created pursuant to this Agreement.

9. Audit

Contractor shall maintain (a) a full set of accounting records in accordance with generally accepted accounting principles and procedures for all funds received under this Agreement; and (b) full and complete documentation of performance related matters such as benchmarks and deliverables associated with this Agreement.

Contractor shall (a) permit the City to have access to those records for the purpose of making an audit, examination or review of financial and performance data pertaining to this Agreement; and (b) maintain such records for a period of four years following the last fiscal year during which the City paid an invoice to Contractor under this Agreement.

In addition to the above, Contractor agrees to comply with all audit, inspection, recordkeeping and fiscal reporting requirements incorporated by reference.

10. Agents/Brokers

Contractor warrants that Contractor has not employed or retained any subcontractor, agent, company or person other than bona fide, full-time employees of Contractor working solely for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any subcontractor, agent, company or persons other than bona fide employees any fee, commission, percentage, gifts or any other consideration, contingent upon or resulting from the award of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage or gift.

11. Assignment

Contractor shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any person, persons, entity or entities whatsoever without the prior written consent of the City and any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

12. Publicity

Any publicity generated by Contractor for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of the City of Oakland in making the project possible. The words “City of Oakland” will be explicitly stated in all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles.

City staff will be available whenever possible at the request of Contractor to assist Contractor in generating publicity for the project funded pursuant to this Agreement. Contractor further agrees to cooperate with authorized City officials and staff in any City-generated publicity or promotional activities undertaken with respect to this project.

13. Title of Property

Title to all property, real and personal, acquired by the Contractor from City funds shall vest in the name of the City of Oakland and shall be accounted for by means of a formal set of property records. Contractor acknowledges it is responsible for the protection, maintenance and preservation of all such property held in custody for the City during the term of the Agreement. The Contractor shall, upon expiration or termination of this Agreement, deliver to the City all of said property and documents evidencing title to same. In the case of lost or stolen items or equipment, the Contractor shall immediately notify the Police Department, obtain a written police report and notify the City in accordance with “Notice” section of this Agreement.

Contractor shall provide to the City Auditor all property-related audit and other reports required under this Agreement. In the case of lost or stolen items or equipment, the Contractor shall immediately notify the Police Department, obtain a written police report and notify the City in accordance with the “Notice” section of this Agreement.

Prior to the disposition or sale of any real or personal property acquired with City funds, Contractor shall obtain approval by the City Council and City Administrator in accord with the requirements for disposal or sale of real or personal surplus property set forth in the Oakland City Charter and/or Oakland Municipal Code Title 2.04, Chapter 2.04.120. Surplus supplies and equipment – Disposal or Destruction.

14. Insurance

Unless a written waiver is obtained from the City's Risk Manager, Contractor must provide the insurance listed in **Schedule Q, Insurance Requirements**. **Schedule Q** is attached at the end of this sample agreement and incorporated herein by reference.

15. Indemnification

- a. Notwithstanding any other provision of this Agreement, Contractor shall indemnify and hold harmless (and at City's request, defend) City, and each of their respective Councilmembers, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnatee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:
 - (i) Breach of Contractor's obligations, representations or warranties under this Agreement;
 - (ii) Act or failure to act in the course of performance by Contractor under this Agreement;
 - (iii) Negligent or willful acts or omissions in the course of performance by Contractor under this Agreement;
 - (iv) Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent act, error or omission of Contractor;
 - (v) Unauthorized use or disclosure by Contractor of Confidential Information as provided in Section 6 Proprietary of Confidential Information of the City above; and
 - (vi) Claim of infringement or alleged violation of any United States patent right or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights of any third party.
- b. For purposes of the preceding Subsections (i) through (vi), the term "Contractor" includes Contractor, its officers, directors, employees, representatives, agents, servants, sub-consultants and subcontractors.
- c. City shall give Contractor prompt written notice of any such claim of loss or damage and shall cooperate with Contractor, in the defense and all related settlement negotiations to the extent that cooperation does not conflict with City's interests.

- d. Notwithstanding the foregoing, City shall have the right if Contractor fails or refuses to defend City with Counsel acceptable to City to engage its own counsel for the purposes of participating in the defense. In addition, City shall have the right to withhold any payments due Contractor in the amount of anticipated defense costs plus additional reasonable amounts as security for Contractor's obligations under this Section 15. In no event shall Contractor agree to the settlement of any claim described herein without the prior written consent of City.
- e. Contractor acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any action or claim which potentially falls within this indemnification provision, which obligation shall arise at the time any action or claim is tendered to Contractor by City and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnatee. Notwithstanding anything to the contrary contained herein, Contractor's liability under this Agreement shall not apply to any action or claim arising from the sole negligence, active negligence or willful misconduct of an Indemnatee.
- f. All of Contractor's obligations under this Section 15 are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
- g. The indemnity set forth in this Section 15 shall not be limited by the City's insurance requirements contained in Schedule Q hereof, or by any other provision of this Agreement. City's liability under this Agreement shall be limited to payment of Contractor in accord to the terms and conditions under this Agreement and shall exclude any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

16. Right to Offset Claims for Money

All claims for money due or to become due from City shall be subject to deduction or offset by City from any monies due Contractor by reason of any claim or counterclaim arising out of: i) this Agreement, or ii) any purchase order, or iii) any other transaction with Contractor.

17. Prompt Payment Ordinance

This contract is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06 (Ordinance 12857 C.M.S, passed January 15, 2008 and effective February 1, 2008). The Ordinance requires that, unless specific exemptions apply, the Contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of submission of invoices unless the Contractor or its subcontractors notify the Liaison in writing within five (5) business days that there is a bona fide dispute between the Contractor or its subcontractor and claimant, in which case the Contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount.

Disputed late payments are subject to investigation by the City of Oakland Liaison, Division of Contracts and Compliance upon the filing of a complaint. Contractor or its subcontractors opposing payment shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation. If Contractor or its subcontractor fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Contractor progress payment. The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims.

Contractor and its subcontractors shall not be allowed to retain monies from subcontractor payments for goods as project retention, and are required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five (5) business days of payment. Contractor and its subcontractors shall be required to pass on to and pay subcontractors mobilization fees within five (5) business days of being paid such fees by the City. For the purpose of posting on the City's website, Contractor and its subcontractors, are required to file notice with the City of release of retention and payment of mobilization fees, within five (5) business days of such payment or release; and, Contractor is required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five (5) business days following receipt of payment from the City. The affidavit shall provide the names and address of all subcontractors and the amount paid to each.

If any amount due by a prime contractor or subcontractor to any claimant for goods and/or services rendered in connection with a purchase contract is not timely paid in accordance the Prompt Payment ordinance, the prime Contractor or subcontractor shall owe and pay to the claimant interest penalty in the amount of ten percent (10%) of the improperly withheld amount per year for every month that payment is not made, provided the claimant agrees to release the prime contractor or subcontractor from any and all further interest penalty that may be claimed or collected on the amount paid. Claimants that receive interest payments for late payment Prompt Payment ordinance may not seek further interest penalties on the same late payment in law or equity.

Contractor and its subcontractors shall include the same or similar provisions as those set forth above in this section in any contract with another contractor or subcontractor that delivers goods and/or services pursuant to or in connection with this City of Oakland purchase contract.

Prompt Payment invoice and claim forms are available at the following City of Oakland website:

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> or at Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612. Invoice and claim inquiries should be directed to Vivian Inman, City of Oakland Prompt Payment Liaison, 510-238-6261 or email vinman@oaklandnet.com.

18. Arizona and Arizona-Based Businesses

Contractor agrees that in accordance with Resolution No. 82727 C.M.S., neither it nor any of its subsidiaries, affiliates or agents that will provide services under this agreement is currently headquartered in the State of Arizona, and shall not establish an Arizona business headquarters for the duration of this agreement with the City of Oakland or until Arizona rescinds SB 1070.

Contractor acknowledges its duty to notify the Purchasing Department if it's Business Entity or any of its subsidiaries affiliates or agents subsequently relocates its headquarters to the State of Arizona. Such relocation shall be a basis for termination of this agreement.

19. Border Wall Ordinance

This contract is subject to the Border Wall Ordinance of Oakland Municipal Code (Ordinance 13459 C.M.S, passed November 28, 2017) and effective immediately upon adoption. The purpose of the ordinance is to mandate and direct the City Administrator- in instances where there is no significant additional cost, to be defined in regulations, or conflict with law- to refrain from entering into new or amended contracts to purchase professional, technical, scientific or financial services, goods, construction labor and materials or other services, or supplies from businesses that enter into contracts to provide such services, goods, materials or supplies to build the U.S.-Mexico border wall;

The City of Oakland shall be prohibited from entering into any contractual agreement for the purchase of services, goods, equipment, *cyber network or cloud computing, internet, or cloud-based computer technology* or services with any "*BORDER WALL ENTITY*" individual, firm, or financial institution who provides any services, goods, equipment or information technology or cloud based technology or services, to construction of the a wall along any part of the United States – Mexico border.

All vendors seeking to do business with the City of Oakland must complete and sign "Schedule W" as a statement of compliance with Ordinance 13459 C.M.S.

20. Dispute Disclosure

Contractors are required to disclose pending disputes with the City of Oakland when they are involved in submitting bids, proposals or applications for a City or Agency contract or transaction involving professional services. This includes contract amendments. Contractor agrees to disclose, and has disclosed, any and all pending disputes to the City prior to execution of this agreement. The City will provide a form for such disclosure upon Contractor's request. Failure to disclose pending disputes prior to execution of this amendment shall be a basis for termination of this agreement.

21. Termination on Notice

The City may terminate this Agreement immediately for cause or without cause upon giving (30) calendar days' written notice to Contractor. Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on **Month Date, Year.**

22. Conflict of Interest

a. Contractor

The following protections against conflict of interest will be upheld:

- i. Contractor certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.
- ii. Contractor certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.
- iii. Contractor shall immediately notify the City of any real or possible conflict of interest between work performed for the City and for other clients served by Contractor.
- iv. Contractor warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. Contractor shall exercise due diligence to ensure that no such official will receive such an interest.
- v. Contractor further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by Contractor to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Contractor or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an

“economic interest” in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than \$500 the previous year. Contractor agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Contractor’s attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and it’s implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).

- vi. Contractor understands that in some cases Contractor or persons associated with Contractor may be deemed a “city officer” or “public official” for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Contractor further understands that, as a public officer or official, Contractor or persons associated with Contractor may be disqualified from future City contracts to the extent that Contractor is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.
- vii. Contractor shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.

b. No Waiver

Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation

c. Remedies and Sanctions

In addition to the rights and remedies otherwise available to the City under this Agreement and under federal, state and local law, Contractor understands and agrees that, if the City reasonably determines that Contractor has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, the City may (1) suspend payments under this Agreement, (2) terminate this Agreement, (3) require reimbursement by Contractor to the City of any amounts disbursed under this Agreement. In addition, the City may suspend payments or terminate this Agreement whether or not Contractor is responsible for the conflict of interest situation.

23. Non-Discrimination/Equal Employment Practices

Contractor shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement, Contractor agrees as follows:

- a. Contractor and Contractor's subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Contractor and Contractor's Subcontractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- c. Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing **Schedule C-1, Declaration of Compliance with the Americans with Disabilities Act**, attached hereto and incorporated herein.
- d. If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

24. Local and Small Local Business Enterprise Program (L/SLBE)

Not applicable, but L/SLBE participation is highly encouraged.

- a. *Requirement* – For Professional Services, **50% Local and Small Local Business Enterprise Program (L/SLBE)**: there is a 50% minimum participation requirement for all professional services contracts over \$50,000. Consultant status as an Oakland certified local or small local firm and subcontractor/subconsultant status as an Oakland certified local or small local firm are taken into account in the calculation. The requirement may be satisfied by a certified prime consultant and/or sub-consultant(s). A business must be certified by the City of Oakland in order to earn credit toward meeting the fifty percent requirement. The City has waived small local business

- enterprise (SLBE) subcontracting requirements for Oakland certified local businesses that apply for professional services contracts as the prime consultant with the City. The SLBE requirements still applies for non-certified LBEs and non-local business enterprises.
- b. Good Faith Effort - In light of the fifty percent requirement, good faith effort documentation is not necessary.
 - c. Preference Points – Preference points are earned based on the level of participation proposed prior to the award of a contract. Upon satisfying the minimum fifty percent requirement, a consultant will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to eighty percent participation of the total contract dollars spent with local Oakland certified firms.
 - d. A firm may earn up to five (5) preference points for local Oakland business participation and additional preference points for being a long term certified business in Oakland regardless of size and for having an Oakland workforce.
 - e. In those instances where VSLBE participation is evident, the level of participation will be double-counted towards meeting the requirement.
 - f. Additional Preference Points. For Request for Proposal (RFP) and Request for Qualifications (RFQ), additional Preference Points may be earned for having an Oakland workforce on Non-Construction Contracts
 - g. Earning extra preference points for having an existing work force that includes Oakland residents is considered added value. The Request for Proposal “evaluation” process allows for additional preference points over and above the number of points earned for technical expertise. Typically 100 points may be earned for the technical elements of the RFP. Preference points are awarded over and above the potential 100 points.
 - h. The Exit Report and Affidavit (ERA) – This report declares the level of participation achieved and will be used to calculate banked credits. The prime consultant must complete the **Schedule F, Exit Report and Affidavit** for, and have it executed by, each L/SLBE sub consultant and submitted to the Office of the City Administrator, Contracts and Compliance Unit, along with a *copy* of the final progress payment application.
 - i. Joint Venture and Mentor Protégé Agreements. If a prime contractor or prime consultant is able to develop a Joint Venture or “Mentor-Protégé” relationship with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval to the Office of the City Administrator, Contracts and Compliance Unit, prior to the project bid date for construction, and by proposal due date for professional services contracts.

Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.

- j. Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its subcontractors and suppliers, by completing **Schedule D, Ownership, Ethnicity, and Gender Questionnaire**, and **Schedule E, Project Consultant Team**, attached and incorporated herein and made a part of this Agreement.
- k. All affirmative action efforts of Contractor are subject to tracking by the City. This information or data shall be used for statistical purposes only. All contractors are required to provide data regarding the make-up of their subcontractors and agents who will perform City contracts, including the race and gender of each employee and/or contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
- l. In the recruitment of subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- m. In the use of such recruitment, hiring and retention of employees or subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

25. Living Wage Ordinance

If the contract amount of this Agreement is equal to or greater than \$25,000 annually, then Contractor must comply with the Oakland Living Wage Ordinance. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of service contractors (consultants) of the City and employees of CFARs (Ord. 12050 § 1, 1998). The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as **Schedule N** and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the consultant must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – Said employees shall be paid an initial **hourly wage rate of \$13.75 with health benefits or \$15.78 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. **Effective July 1st of each year, contractor shall pay adjusted wage rate.**
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$2.03 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d. Federal Earned Income Credit (EIC) - To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist you. Web sites include but are not limited to: (1) <http://www.irs.gov> for current guidelines as prescribed by the Internal Revenue Service.
- e. Contractor shall provide to all employees and to the Division of Contracts and Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- f. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- g. Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Contractor shall provide a copy of said list to the Division of Contracts and Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains

outstanding. Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.

- h. Contractor shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Division of Contracts and Compliance.

26. Minimum Wage Ordinance

Oakland employers are subject to Oakland's Minimum Wage Law whereby Oakland employees must be paid the current Minimum Wage rate. Employers must notify employees of the annually adjusted rates by each December 15th and prominently display notices at the job site. The law requires paid sick leave for employees and payment of service charges collected for their services.

For further information, please go to the following website:

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/MinimumWage/OAK051451>

27. Equal Benefits Ordinance

This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City contractors (consultants) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001)

The following contractors are subject to the Equal Benefits Ordinance: Entities which enter into a "contract" with the City for an amount of twenty-five thousand dollars (\$25,000.00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the city; and Entities which enter into a "property contract" pursuant to Section 2.32.020(D) with the City in an amount of twenty-five thousand dollars (\$25,000.00) or more for the exclusive use of or occupancy (1) of real property owned or controlled by the city or (2) of real property owned by others for the city's use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year.

The Ordinance shall only apply to those portions of a contractor's operations that occur (1) within the city; (2) on real property outside the city if the property is owned by the city or if the city has a right to occupy the property, and if the contract's presence at that location is connected to a contract with the city; and (3) elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor

The Equal Benefits Ordinance requires among other things, submission of the attached and incorporated herein as **Schedule N-1, Equal Benefits-Declaration of Nondiscrimination**.

28. City of Oakland Campaign Contribution Limits

This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations.

If this Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as **Schedule O**.

29. Nuclear Free Zone Disclosure

Contractor represents, pursuant to **Schedule P, Nuclear Free Zone Disclosure Form**, that Contractor is in compliance with the City of Oakland's restrictions on doing business with service providers considered nuclear weapons makers. Prior to execution of this agreement, Contractor shall complete **Schedule P**, attached hereto.

30. Political Prohibition

Subject to applicable State and Federal laws, moneys paid pursuant to this Agreement shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government.

31. Religious Prohibition

There shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of the Agreement.

32. Business Tax Certificate

Contractor shall obtain and provide proof of a valid City business tax certificate. Said certificate must remain valid during the duration of this Agreement.

33. Abandonment of Project

The City may abandon or indefinitely postpone the project or the services for any or all of the project at any time. In such event, the City shall give thirty (30) days written notice of such abandonment. In the event of abandonment prior to completion of the final drawings, if applicable, and cost estimates, Contractor shall have the right to expend a reasonable amount of additional time to assemble work in progress for the purpose of proper filing and closing the job. Prior to expending said time, Contractor shall present to the City a complete report of said proposed job closure and its costs, and the City may approve all or any part of said expense. Such additional time shall not exceed ten percent (10%) of the total time expended to the date of notice of termination. All charges thus incurred and approved by the City, together with any other charges outstanding at the time of termination, shall be payable by the City within thirty (30) days following submission of a final statement by Contractor.

Should the project or any portion thereof be abandoned, the City shall pay the Contractor for all services performed thereto in accordance with the terms of this Agreement.

34. Validity of Contracts

This Agreement shall not be binding or of any force or effect until it is: i) approved by resolution of the City Council as required by the Oakland City Charter, Oakland Municipal Code Title 2.04 and Oakland City Council Rules of Procedure, ii) approved for form and legality by the Office of the City Attorney, and iii) signed by the City Administrator or his or her designee.

35. Governing Law

This Agreement shall be governed by the laws of the State of California.

36. Notice

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered postage, addressed to recipient as follows:

(City of Oakland)
Agency/Department
Address
Oakland, CA
Attn: Project Manager

Name of Contractor
Address
City State Zip
Attn: Project Manager

Any party to this Agreement may change the name or address of representatives for purpose of this Notice paragraph by providing written notice to all other parties ten (10) business days before the change is effective.

37. Entire Agreement of the Parties

This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Contractor for the City and contains all of the representations, covenants and agreements between the parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any parties, which are not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement will be valid or binding.

38. Modification

Any modification of this Agreement will be effective only if it is in a writing signed by all parties to this Agreement.

39. Severability/Partial Invalidity

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situation shall remain in full force and effect.

Notwithstanding the foregoing, if any material term or provision of this Agreement or the application of such material term or condition to a particular situation is finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then the Parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

40. Time of the Essence

Time is of the essence in the performance of this Agreement.

41. Commencement, Completion and Close out

It shall be the responsibility of the Contractor to coordinate and schedule the work to be performed so that commencement and completion take place in accordance with the provisions of this Agreement.

Request for Proposals – OWDB WIOA Out-of-School Youth Services Providers

Any time extension granted to Contractor to enable Contractor to complete the work must be in writing and shall not constitute a waiver of rights the City may have under this Agreement.

Should the Contractor not complete the work by the scheduled date or by an extended date, the City shall be released from all of its obligations under this Agreement.

Within thirty (30) days of completion of the performance under this Agreement, the Contractor shall make a determination of any and all final costs due under this Agreement and shall submit a requisition for such final and complete payment (including without limitations any and all claims relating to or arising from this Agreement) to the City. Failure of the Contractor to timely submit a complete and accurate requisition for final payment shall relieve the City of any further obligations under this Agreement, including without limitation any obligation for payment of work performed or payment of claims by Contractor.

42. Approval

If the terms of this Agreement are acceptable to Contractor and the City, sign and date below.

43. Inconsistency

If there is any inconsistency between the main agreement and the attachments/exhibits, the text of the main agreement shall prevail.

City:
CITY OF OAKLAND,
a California municipal corporation

City Administrator's Office (Date)

Department Head (Date)

Approved for form and legality:

City Attorney's Office (Date)

Contractor:
INSERT NAME IN ALL CAPS,
a California corporation [CONFIRM
CORPORATE STATUS]

Signature (Date)

Print Name

Title

City Resolution No. _____

Account No.: _____

Business License No. : _____

END OF PROFESSIONAL SERVICES AGREEMENT

Schedule Q

INSURANCE REQUIREMENTS

(Revised 01/13/17)

a. General Liability, Automobile, Workers' Compensation and Professional Liability

Contractor shall procure, prior to commencement of service, and keep in force for the term of this contract, at Contractor's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the City. If requested, Contractor shall provide the City with copies of all insurance policies. The insurance shall at a minimum include:

- i. **Commercial General Liability insurance** shall cover bodily injury, property damage and personal injury liability for premises operations, independent contractors, products-completed operations personal & advertising injury and contractual liability. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)

Limits of liability: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- ii. **Automobile Liability Insurance.** Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001.
- iii. **Worker's Compensation insurance** as required by the laws of the State of California, with statutory limits, and statutory coverage may include Employers' Liability coverage, with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, and \$1,000,000 each employee bodily injury by disease. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

- iv. **Professional Liability/ Errors and Omissions insurance, if determined to be required by HRM/RBD**, appropriate to the contractor's profession with limits not less than \$2,000,000 each claim and \$2,000,000 aggregate. If the professional liability/errors and omissions insurance is written on a claims made form:
 - a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
 - c. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.
- v. **Contractor's Pollution Liability Insurance:** If the Contractor is engaged in: environmental remediation, emergency response, hazmat cleanup or pickup, liquid waste remediation, tank and pump cleaning, repair or installation, fire or water restoration or fuel storage dispensing, then for small jobs (projects less than \$500,000), the Contractor must maintain Contractor's Pollution Liability Insurance of at least \$500,000 for each occurrence and in the aggregate. If the Contractor is engaged in environmental sampling or underground testing, then Contractor must also maintain Errors and Omissions (Professional Liability) of \$500,000 per occurrence and in the aggregate.
- vi. **Sexual/Abuse insurance.** If Contractor will have contact with persons under the age of 18 years, or Contractor is the provider of services to persons with Alzheimer's or Dementia, Contractor shall maintain sexual/abuse/molestation insurance with a limit of not less than \$1,000,000 each occurrence. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.

b. Terms Conditions and Endorsements

The aforementioned insurance shall be endorsed and have all the following conditions:

- i. **Insured Status (Additional Insured):** Contractor shall provide insured status naming the City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers as insured's under the Commercial General Liability policy. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 (11/85) or both CG 20 10 and CG 20 37 forms, if later revisions used). If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on an ISO form CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and

- ii. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents, employees and volunteers shall be primary insurance. Any other insurance available to the City Councilmembers, directors, officers, agents, employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Agreement); and
- iii. Cancellation Notice: Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity; and
- iv. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents and subcontractors; and
- v. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and
- vi. Insurer shall carry insurance from admitted companies with an A.M. Best Rating of A VII, or better.

c. Replacement of Coverage

In the case of the breach of any of the insurance provisions of this Agreement, the City may, at the City's option, take out and maintain at the expense of Contractor, such insurance in the name of Contractor as is required pursuant to this Agreement, and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement.

d. Insurance Interpretation

All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Office as of the date of this Agreement.

e. Proof of Insurance

Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of Contractor's insurance policies if and when requested. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute ground for rescission of the contract award.

f. Subcontractors

Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insured's under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Oakland and the Contractor shall be named as additional insured under the subcontractor's General Liability policy. All coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the course of the project to verify compliance with requirements.

g. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductible or self-insured retentions as respects the City, its Councilmembers, directors, officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

h. Waiver of Subrogation

Contractor waives all rights against the City of Oakland and its Councilmembers, officers, directors, employees and volunteers for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above.

i. Evaluation of Adequacy of Coverage

The City of Oakland maintains the right to modify, delete, alter or change these requirements, with reasonable notice, upon not less than ninety (90) days prior written notice.

j. Higher Limits of Insurance

If the contractor maintains higher limits than the minimums shown above, The City shall be entitled to coverage for the higher limits maintained by the contractor.

Appendix D: Sample Quarterly Program Report**QUARTERLY PROGRAM REPORT**

FY 2018 - 2019 Qtr _____				
Performance Report for: _____				
Reporting Period Covered: 7/01/2017 – 6/30/2018				
SUMMARY OF INFORMATION				
		Adult	Dislocated Worker	Youth IS OSY
Total Carryforward (2016-2017)				
Total Enrolled				
	Veterans			
	Re-Entry			
	English Language Learners			
	Public Assistance/Low Income			
	Basic Skills Deficient			
Total Co-Enrolled				
Total Exiters				
PERFORMANCE OUTCOMES				
Basic Career Services				
Individualized Career Services				
Training Services				
	Priority Sectors (See Below)			
	On-the-job Training			
	Customized/Cohort Training			
	Work Experience			
	Work-Based Learning (youth only)			
Credential Attainment				
Basic Skills Gain				
EMPLOYMENT OUTCOMES				
Total Employed				
	Healthcare			
	Advanced Manufacturing			
	Transportation, Distribution and Logistics			
	Digital Media/ICT			
	Retail/ Hospitality			
	Construction			

Request for Proposals – OWDB WIOA Out-of-School Youth Services Providers

Adv. Training/Post-Secondary Education					
Average Hourly Wage					
BUSINESS ENGAGEMENT OUTCOMES					
Employer Retention					
Repeat Business					
Market Penetration Rate					
NONDISCRIMINATION & EQUAL OPPORTUNITY COMPLIANCE					
Ensure provision of Equal Access to WIOA Title I -Financially Assisted programs/activities (in this reporting period) YES or NO					
Ensure Recording of Race/Ethnicity, Sex, Age, and Disability Status in a Secured Confidential location in accordance to WIOA Section 188 & OWDB 16-001 Personally Identifiable Information Policy (in this reporting period)					
	# of Limited English Proficiency (LEP) Identified				
	# of Language Preference Forms (Completed)				
	Nondiscrimination & Equal Opportunity Training (in this reporting period)				
	Nondiscrimination & EO Policy Received (in this reporting period)				
	Discrimination/Grievances (made in this reporting period)				

PROGRAM NARRATIVE

1) Describe accomplishment towards program goals and objectives achieved during the reporting period.

2) Describe any program challenges or problems (particularly related to program performance) encountered during the reporting period and how the agency plans to address them.

3) Describe any successes and highlights during the reporting period.

4) Please list any major fiscal, staffing and/or administrative changes during the reporting period (please be sure to include new hires, layoffs, extended leaves, sabbaticals, terminations, separations, etc).

5) Please describe any training or technical assistance needs.

6) Please describe any staff development/training activities.

Executive Director Name_____

Date_____

Signature_____

Request for Proposals – OWDB WIOA Out-of-School Youth Services Providers



Oakland Workforce Verification

Schedule E-2

Date Submitted: _____ Consultant/Service Provider: _____ Phone: _____

Address: _____ email: _____ # additional sheets attached: _____

PLEASE NOTE: All prime consultants seeking additional preference points for Oakland workforce must complete this form and submit with "required attachments" to Contracts and Compliance no later than four (4) days after proposal due date. For questions, please contact the assigned Compliance Officer named in the RFP/RFQ.

REQUIRED ATTACHMENTS

Please check box below to confirm attachments

	EMPLOYEE Use additional sheets if needed	CURRENT STREET ADDRESS	DATE OF HIRE	LAST 4 DIGITS OF Soc. Sec. #	WORK CLASSIFICATION	REQUIRED ATTACHMENTS		
						1 Valid Photo ID	2 Other Proof of Oakland Residency	3 DE9
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

PLEASE NOTE BELOW:

1) A valid photo ID is required to prove Oakland residency. If the employee does not have a valid photo ID, the employer must submit at least two (2) other acceptable forms of ID/Other acceptable proofs of residency. Valid photo IDs include: a) U.S. Passport, b) Employment Authorization Document, c) State Driver's license or ID Card, d) School ID Card, and/or e) U.S. Military Card.

2) Other Acceptable Proofs of Oakland Residency: Utility Bills, Bank Account Statements, Auto Registration, Mortgage Statements, Rental Agreements, and/or Verification of Public Assistance.

3) It is required that all firms submit their most recently filed DE6/9.

ADDITIONAL SHEET

Consultant/Service Provider _____ RFP/RFQ Title _____
 Additional Page # _____ of _____

REQUIRED ATTACHMENTS

Please check box below to confirm attachments

	EMPLOYEE Use additional sheets if needed	CURRENT STREET ADDRESS	DATE OF HIRE	LAST 4 DIGITS OF Soc. Sec. #	WORK CLASSIFICATION	REQUIRED ATTACHMENTS		
						1 Valid Photo ID	2 Other Proof of Oakland Residency	3 DE6

Appendix E: Stand-Alone Schedules Required Prior to Contract Award

SCHEDULE E-2 (OAKLAND WORKFORCE VERIFICATION)

An interactive version of this form can be downloaded from Contracts and Compliance website <http://www2.oaklandnet.com/oakca1/groups/contracting/documents/form/oak023379.pdf> or request for a copy from Paula Peav at ppeav@oaklandnet.com or phone number 510-238-6449.

AND

SCHEDULE Q (INSURANCE REQUIREMENTS)

An interactive version of this form can be downloaded from Contracts and Compliance website <http://www2.oaklandnet.com/oakca1/groups/contracting/documents/form/oak023287.pdf> or request for a copy from Paula Peav at ppeav@oaklandnet.com or phone number 510-238-6449.

Appendix F: City Schedules and Policies

PLEASE READ CAREFULLY: It is the prospective primary proposer's/bidder's/grantee's responsibility to review all listed City Schedules, Ordinances and Resolutions.

If you have questions regarding any of the schedules, Ordinances or Resolutions, please contact the assigned Contract Compliance Officer listed on the Request for Proposals (RFP), Notice Inviting Bids (NIB), Request for Qualifications (RFP) and Grant announcements.

By submitting a response to this RFP/Q, NIB, or Grant opportunities, to the City Of Oakland the prospective primary participant's authorized representative hereby certifies that your firm or not-for profit entity has reviewed all listed City Schedules, Ordinances and Resolutions and has responded appropriately.

Note: additional details are available on our website as follows:
<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/policies/index.htm>.

1. Schedule B-2 - (Arizona Resolution) – Applies to all agreements and is part of the “Combined Contract Schedules”.

- i. This Agreement is subject to Resolution No. 82727 C.M.S. For full details of the Resolution please go to the City's website <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/policies/index.htm>.
- ii. *Excerpt:* (Resolution #82727) RESOLVED: That unless and until Arizona rescinds SB 1070, the City of Oakland urges City departments to the extent where practicable, and in instances where there is no significant additional cost to the city or conflict with law, to refrain from entering into any new or amended contracts to purchase goods or services from any company that is headquartered in Arizona.
- iii. Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule B-2 form and submit to the City. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (*see Combined Schedules*)

2. Schedule C-1 - (Declaration of Compliance with the Americans with Disabilities Act) – Applies to all agreements and is part of the “Combined Contract Schedules”.

- i. This Agreement is subject to the Americans with Disabilities Act (ADA). It requires that private organizations serving the public make their goods, services and facilities accessible to people with disabilities. Furthermore, the City of Oakland requires that all of its Contractors comply with their ADA obligations and verify such compliance by signing this Declaration of Compliance.
 - (1) You certify that you will comply with the Americans with Disabilities Act by:
 - (2) Adopting policies, practices and procedures that ensure non-discrimination

- and equal access to Contractor's goods, services and facilities for people with disabilities;
- (3) Providing goods, services and facilities to individuals with disabilities in an integrated setting, except when separate programs are required to ensure equal access;
- (4) Making reasonable modifications in programs, activities and services when necessary to ensure equal access to individuals with disabilities, unless fundamental alteration in the nature of the Contractor's program would result;
- (5) Removing architectural barriers in existing facilities or providing alternative means of delivering goods and services when removal of barriers is cost-prohibitive;
- (6) Furnishing auxiliary aids to ensure equally effective communication with persons with disabilities;
- (7) If contractor provides transportation to the public, by providing equivalent accessible transportation to people with disabilities.
- ii. Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule C-1 form and submit to the City. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (see *Combined Schedules*)

For Declaration of ADA compliance for facility and other special events agreements please reference C-2 on the above web site.

3. **Schedule D** – (Ownership, Ethnicity, and Gender Questionnaire) – **Applies to all agreements and is part of the “Combined Contract Schedules”**. *Please be advised that ethnicity and gender information will be used for reporting and tracking purposes ONLY.*

This agreement is subject to the reporting of Ownership, Ethnicity and Gender questionnaire form. Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule D form and submit to the City. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (see *Combined Schedules*)

4. **Schedule E** – (Project Consultant or Grant Team). **Applies to Non-Construction agreements and is a “stand alone Schedule¹” and must be submitted with proposal.**

- i. This Agreement is subject to the attached hereto and incorporated herein as Schedule E form, this form is required to be submitted with the proposal.
- ii. The form can also be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>.
- iii. This form is use for establishing level of certified local Oakland for profit and not for profit participation and calculating compliance with council's 50% local

¹ Stand Alone Schedule is not part of the “Combined Schedule”.

participation policy.

- iv. In response to this RFP/Q or grant opportunity, the prime shall be a qualified for profit or not-for profit entity.
- v. Sub-Consultants (if used) or sub-grantees must be listed to include: addresses, telephone numbers and areas of expertise/trace category of each. Briefly describe the project responsibility of each team member. Identify if contractors are certified MBE, WBE, Local Business Enterprises (LBE) and Small Local Business Enterprise (SLBE), Locally Produced Goods or Very Small Local Business Enterprise. Additionally, for LBEs/SLBEs, please submit a copy of current business license local business certificate and date established in Oakland.

5. Schedule E-2 (Oakland Workforce Verification Form) – Referenced in Attachment B. Applies to Non-Construction agreements and is a “stand alone Schedule”, and must be submitted with proposal if seeking extra preference points for an Oakland Workforce.

- i. All prime consultants, contractors, or grantees seeking *additional preference* points for employing an Oakland workforce must complete this form and submit with "required attachments" to Contracts and Compliance no later than four (4) days after the proposal due date. For questions, please contact the assigned Compliance Officer named in the RFP/Q, NIB, and competitive grant opportunity.
- ii. The Schedule E-2 form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>

6. Schedule F – (Exit Report and Affidavit) – Applies to all agreements and is a “stand alone Schedule”.

- i. This Agreement is subject to the Exit Reporting and Affidavit form. The Schedule F form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>.
- ii. The Prime Contractor/Consultant/Grantee must complete this form as part of the close-out process. Each LBE/SLBE sub-contractor/sub-consultant and sub-grantee (including lower tier LBE/SLBE sub-contractors/sub-consultants, sub-grantees, suppliers and truckers). The Exit Report and Affidavit must be submitted to Contracts and Compliance with the final progress payment application. (Remember to please complete an L/SLBE Exit Report for each listed L/SLBE sub-contractor/sub-consultant or sub-grantee).

7. Schedule G – (Progress Payment Form) – Applies to all agreements and is a “stand alone Schedule”.

This Agreement is subject to the reporting of subcontractor progress payments on a monthly basis. The Schedule G form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>.

8. Schedule K – (Pending Dispute Disclosure Policy) – Applies to all agreements and is part of the “Combined Contract Schedules”.

- i. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule K form and submit to the City. The form can be found on our _____ website _____ at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (*see Combined Schedules*)
- ii. Policy – All entities are required to disclose pending disputes with the City of Oakland when they submit bids, proposals or applications for a City contract, contract amendments or transaction involving:
 - (1) The purchase of products, construction, non-professional or professional services, Contracts with concessionaires, facility or program operators or managers, Contracts with project developers, including Disposition and Development Agreements, lease Disposition and Development Agreements and other participation agreements Loans and grants, or acquisition, sale, lease or other conveyance of real property, excluding licenses for rights of entry or use of city facilities for a term less than thirty (30) consecutive calendar days.
 - (2) Disclosure is required at the time bids, proposals or applications are due for any of the above-described contracts or transactions when an entity is responding to a competitive solicitation and at the commencement of negotiations when bids, proposals or applications are solicited by or submitted to the City in a non-bid or otherwise non-competitive process.
 - (3) The disclosure requirement applies to pending disputes on other City and Agency contracts or projects that: (1) have resulted in a claim or lawsuit against the City of Oakland (2) could result in a new claim or new lawsuit against the City of Oakland or (3) could result in a cross-complaint or any other action to make the City of Oakland a party to an existing lawsuit. “Claim” includes, but is not limited to, a pending administrative claim or a claim or demand for additional compensation.
 - (4) Entities required to disclose under this Disclosure Policy include (1) any principal owner or partner, (2) any business entity with principal owners or partners that are owners or partners in a business entity, or any affiliate of such a business entity, that is involved in a pending dispute against the City of Oakland or Agency.
 - (5) Failure to timely disclose pending disputes required by this policy may result in (1) a determination that a bid is non-responsive and non-responsible for price-based awards, or (2) non-consideration of a bid or proposal for a professional service contract or other qualification-based award. The City may elect to terminate contracts with entities that failed to timely disclose pending disputes and/or initiate debarment proceedings against such entities.

9. Schedule M – (Independent Contractor Questionnaire, Part A). – Applies to all agreements and is part of the “Combined Contract Schedules”.

Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule M form and submit to the City. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (see *Combined Schedules*)

10. Schedule N - (LWO - Living Wage Ordinance) – Applies to Non-Construction agreements and is part of the “Combined Contract Schedules”.

- i. This Agreement is subject to the Oakland Living Wage Ordinance. The full details of the Living Wage Ordinance can be found on the City’s website (https://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.28LIWAO_R.html#TOPTITLE).
- ii. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule N form and submit to the City. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (see *Combined Schedules*)

11. Schedule N-1 - (EBO - Equal Benefits Ordinance) – Applies to Non-Construction agreements over \$25,000 and is part of the “Combined Contract Schedules”.

- i. This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The full details of the Equal Benefits Ordinance can be found on the City website at http://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.32EQBEOR.html#TOPTITLE.
- ii. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule N-1 form and submit to the City. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (see *Combined Schedules*)

12. Schedule O – (City of Oakland Campaign Contribution Limits Form) - Applies to all agreements and is a “stand alone Schedule”, and must be submitted with proposal.

- i. This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits Contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations. If this Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign Contribution

Limits Form attached hereto and incorporated herein as **Schedule O**.

- ii. The form is also available on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>

13. Schedule P – (Nuclear Free Zone Disclosure) - Applies to all agreements and is part of the “Combined Contract Schedules”.

- i. This agreement is subject to the Ordinance 11478 C.M.S. titled “An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers”. The full details of the Ordinance 11478 C.M.S. can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/policies/index.htm>.
- ii. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule P form and submit to the City. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (*see Combined Schedules*)

14. Schedule Q - (Insurance Requirements) - Applies to all agreements and is a “stand alone Schedule”, and evidence of insurance must be provided.

- i. This Agreement is subject to the attached hereto and incorporated herein as Schedule Q Insurance Requirements. Unless a written waiver is obtained from the City’s Risk Manager, Contractors must provide the insurance as found at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> Schedule Q.
- ii. A copy of the requirements are attached and incorporated herein by reference. Liability insurance shall be provided in accordance with the requirements specified.
- iii. When providing the insurance, include the Project Name and Project Number on the ACORD form in the section marked Description of Operations/Locations.
- iv. When providing the insurance, the “Certificate Holder” should be listed as: City of Oakland, Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612.

15. Schedule R – (Subcontractor, Supplier, Trucking Listing) – applies to Construction agreements only and is a “stand alone Schedule”.

- i. This Agreement is subject to the attached hereto and incorporated herein as Schedule R form. The form can also be found on our website at <http://www2.oaklandnet.com/>

[Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm](http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm).

- ii. For establishing level of certified local Oakland for profit and not for profit participation and calculating compliance with council's 50% local participation policy.
- iii. In response to this Notice Inviting Bids (NIB) opportunity, the prime shall be a qualified for profit or not-for profit entity.
- iv. The contractor herewith must list all subcontractors and suppliers with values in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000) whichever is greater regardless of tier and all trucking and dollar amount regardless of tier to be used on the project. The contractor agrees that no changes will be made in this list without the approval of the City of Oakland. Provide the address, type of work, dollar amount and check all boxes that apply. Bidders that do not list all subcontractors and suppliers with values greater than one half of one percent and all truckers regardless of tier and dollar amount shall be deemed non-responsive.
- v. Identify if contractors are certified MBE, WBE, Local Business Enterprises (LBE) and Small Local Business Enterprise (SLBE), Locally Produced Goods or Very Small Local Business Enterprise.

16. Schedule V – (Affidavit of Non-Disciplinary or Investigatory Action) - Applies to all agreements is part of the “Combined Contract Schedules”.

This Agreement is subject to the Schedule V - Affidavit of Non-Disciplinary or Investigatory Action. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (see Combined Schedules)

17. Schedule W – (Border Wall Prohibition – Applies to all agreements and is a “stand-alone schedule”, and must be submitted with proposal.)

This Agreement is subject to the Ordinance #13459 C.M.S. and its implementing regulations. The full details of the Border Wall Ordinance are located on the City website at <http://www2.oaklandnet.com/government/o/CityAdministration/d/CP/s/policies/index.htm>

PLEASE NOTE: *By submitting an RFP/Q, NIB or Grants to the City Of Oakland the prospective primary participant's authorized representative hereby obligates the proposer(s) to the stated conditions referenced in this document.*

Appendix G: Youth Eligibility Criteria

In order to be eligible for any WIOA Out-of-School Youth Services the following parameters must be met:

- I. Not attending any school (as defined under State law); and
- II. Not younger than age 16 or older than age 24; and
- III. One or more of the following:
 - a. A school dropout;
 - b. A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter;
 - c. A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is:
 - i. Basic skills deficient or a youth who is unable to compute or solve problems, or read, write, or speak English at a level necessary to function on the job, in the individual's family, or in society; or
 - ii. An English language learner;
 - d. An individual subject to the juvenile or adult justice system;
 - e. A homeless individual, a homeless child or youth, a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under section 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement;
 - f. An individual who is pregnant or parenting;
 - g. A youth who is an individual with a disability;
 - h. A low-income individual who require additional assistance to enter or complete an educational program or to secure or hold employment. The individual must have one (1) of the following barriers:
 - i. Fired / Terminated;
 - ii. At risk of drop out (letter from school official);
 - iii. No employment history (supported by applicant statement or UI wage data);
 - iv. Behavioral problems at school;
 - v. Substance Abuse;
 - vi. Lacks occupational goals/skills;
 - vii. Incarcerated parent(s); or
 - viii. Domestic violence
- IV. All males who are at least 18 years old, born after December 31, 1959, and who are not in the armed services on active duty, must be registered with the Selective Service System. Refer to Selective Service System website for more details, www.sss.gov; N/A for females; males turning 18 during enrollment in the Youth program must register after their 18th birthday to remain eligible for WIOA Youth services.

Eligibility Exceptions

Up to five percent (5%) of youth served region-wide may be individuals who do not meet the minimum income criteria. To be considered eligible, such individuals *must be approved by the OWDB prior to registration in Youth Services.*

Appendix H: Summary of WIOA Youth Program Design Requirements and Definitions

Program services for eligible youth must include:

1. **Objective Assessment** which will provide assessment of the academic level, skill levels, and service needs of each participant, which shall include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes, supportive service needs, and development needs of such participant;
2. Development of **individual service strategies** and goals directly linked to one or more of the performance indicators. The ISS shall identify career pathways that include education and employment goals, appropriate achievement objectives, and appropriate services for the participant taking into account the objective assessment conducted;
3. **Activities** leading to attainment of a secondary school diploma or its recognized equivalent, or a recognized postsecondary credential;
4. **Preparation** for postsecondary educational and training opportunities;
5. Strong **linkages** between academic instruction (based on State academic content and student academic achievement standards established under section 1111 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6311));
6. **Occupational education** that leads to the attainment of recognized postsecondary credentials;
7. Preparation for **unsubsidized employment opportunities**, in appropriate cases; and
8. Effective **connections to employers**, including small employers, in in-demand industry sectors and occupations of the local and regional labor markets.

Other Requirements

1. **Information and Referrals**: Service providers shall ensure that each eligible youth applicant shall be provided:
 - Information on the full array of applicable or appropriate services that are available through the OWIB or other eligible providers or one-stop partners, including those providers or partners receiving funds under this subtitle; and
 - Referral to appropriate training and education programs that have the capacity to serve the participant either on a sequential or concurrent basis.
2. **Applicants not meeting enrollment requirements**: Each eligible provider of a program of youth workforce investment activities shall ensure that an eligible applicant who does not meet the enrollment requirements of the particular program, or who cannot be served, shall be referred for further assessment, as necessary, and referred to a program appropriate to meeting the basic skills and training needs of the applicant.
3. **Involvement in design and implementation**: The service provider shall ensure that parents, participants, and other members of the community with experience relating to programs for youth are involved in the design and implementation of the youth program design requirements.
4. **Noninterference and non-replacement of regular academic requirements**: No funds shall be used to provide an activity for eligible youth who are not school dropouts if participation in the activity would interfere with or replace the regular academic requirements of the youth.

5. **Linkages:** Service Provider shall establish linkages with local educational agencies responsible for services to participants as appropriate.
6. **Volunteers:** The service provider shall make opportunities available for individuals who have successfully participated in programs carried out under this section to volunteer assistance to youth participants in the form of mentoring, tutoring, and other activities.

WIOA Youth Activity Definitions

- **Tutoring and Study Skills Training:** Not defined in WIOA
- **Dropout Prevention and Recovery:** 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 individuals with disabilities) or for a recognized postsecondary credential
- **Alternative Secondary School Services:** Educational opportunities in institutions or settings that differ from traditional secondary school education but still provide a secondary school diploma or its equivalent. These may include, but are not limited to, private schools, Adult Education and Literacy, home school, and institutional learning programs.
- **Dropout Recovery Services:** Alternative secondary school services, or dropout recovery services
- **Work Experience:** A short-term pre-vocational service designed to instill work habits and work ethics. Work Experience positions are short-term placements with public or private not-for-profit employers or in the form of limited internships with private for-profit employers
- **Summer Employment Opportunities:** Subsidized or unsubsidized employment for youth during the months of May through September. Such employment may be either full time or part time, in the public or private sector and may last for all or a part of the summer months. An academic and occupational education component must be included.
- **Pre-apprenticeship Programs:** Pre-Apprenticeship services and programs are designed to prepare individuals to enter and succeed in Registered Apprenticeship programs. These programs have a documented partnership with at least one Registered Apprenticeship program sponsor, and together, they expand the participant's career pathway opportunities with industry-based training coupled with classroom instruction.
- **On-the-Job Training Opportunities:** Training by an employer that is provided to a paid participant while engaged in productive work in a job that provides knowledge or skills essential to the full and adequate performance of the job; provides reimbursement to the employer of up to 50% of the wage rate of the participant, for the extraordinary costs of providing the training and is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate. (Additional guidance available in the OWDB On-the-Job Training Policy.)
- **Internships and Job Shadowing:** Not defined in WIOA
- **Occupational Skill Training:** Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved, if the local board determines that the programs meet the quality criteria described in section 123 of WIOA.

- **Education for Workplace Preparation:** Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster
- **Leadership Development:** Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate - services intended to develop the potential of Youth as citizens and leaders. Programs will be structured to provide Youth with leadership experiences at the workplace and in other program activities. Leadership activities may include, but are not limited to, community and service learning projects; peer mentoring and tutoring; organizational and team leadership training; citizenship training; and training in decision-making.
- **Supportive Services:** Services such as transportation, childcare, housing, medical care, uniforms, tools, and equipment that is necessary to enable an individual to participate in activities authorized under and consistent with Title I of WIOA. Post-employment services may also be provided to ensure success at the worksite. Local program operators are encouraged to develop a network of existing Supportive Services to assist as needed. These may include clothing, temporary shelter, family planning services, legal aid, emergency food, and heating and cooling assistance. (Additional guidance available in the OWDB Supportive Service Policy.)
- **Adult Mentoring:** Adult mentoring for the period of participation and a subsequent period for a total of not less than 12 months. The teaming of Youth with responsible adults that will serve as role models and teach the Youth skills, work habits, and/or responsible behavior.
- **Follow-up Services:** Follow-up services for not less than 12 months after the completion of participation, as appropriate
- **Financial Literacy Education**
- **Entrepreneurial Skills Training**
- **Labor Market Information:** Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services
- **Transition to Postsecondary Education:** Activities that help youth prepare for and transition to postsecondary education and training

Definition of Career Pathways

WIOA places a strong emphasis on Career Pathways as defined as, “a combination of rigorous and high-quality education, training and other services that:

- Aligns with the skill needs of industries in the economy of the State or regional economy involved;
- Prepares an individual to be successful in any of a full range of secondary or postsecondary education options;
- Includes counseling to support an individual in achieving the individual’s education and career goals;
- Includes, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;

- Organizes education, training and other services to meet particular needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable;
- Enables an individual to attain secondary school diploma or its recognized equivalent, and at least one recognized postsecondary credential; and
- Helps an individual enter or advance within a specific occupation or occupational cluster.”