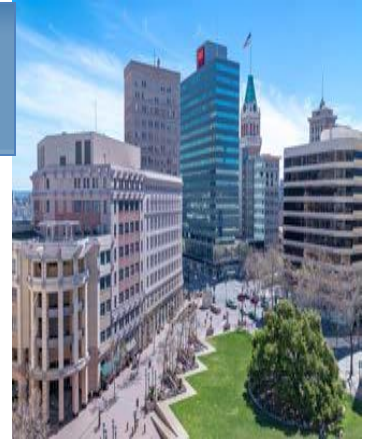




City of  
**OAKLAND** California



# **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 America's Job Center of California (AJCC)  
Career Services Providers**

**and**

**Comprehensive Career Services Provider/One Stop Operator  
Fiscal Years 2019-2022**

- ✓ **Due Date:** March 6, 2019 at 2:00 p.m.
- ✓ **Voluntary Pre-Proposal Meeting:** January 28, 2019 at 10:00 a.m. (Pacific) –
- ✓ City Hall, Hearing Room 3, 1 Frank H. Ogawa Plaza, 1<sup>st</sup> Floor, Oakland, CA.

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## **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 10:00 a.m., City Hall, Hearing Room 3, 1 Frank H. Ogawa Plaza, 1<sup>st</sup> 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 additionally, 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 Appendix H. 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 50% 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](mailto: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](mailto: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](mailto: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:** Enjema Hudson at [owdb@oaklandca.gov](mailto:owdb@oaklandca.gov)
- **Contract Admin:** Jasmine Chan at [jchan@oaklandca.gov](mailto:jchan@oaklandca.gov) or (510) 238-7524
- **Contract Compliance Officer:** Sophany Hang at [shang@oaklandca.gov](mailto: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 OWDB seeks experienced organizations to provide workforce development services for adults under WIOA, with the ultimate goal of helping individuals to obtain skills, credentials and employment, and helping businesses to connect with a qualified workforce. The OWDB seeks to resource a network of qualified providers to deliver WIOA services to adult and dislocated workers 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. The 2019-2022 RFP is intended to procure the following:

- AJCC Career Services
- Comprehensive AJCC Career Services/One Stop Operator

The OWDB will evaluate all timely submissions in response to this 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.

A bidder may submit one proposal to serve as the Comprehensive AJCC Career Services Provider/One Stop Operator. And one proposal to serve as an AJCC Career Services Provider. Bidders seeking to provide AJCC Career Services in multiple geographical areas must clearly delineate the areas to be served in the proposal.

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 one (1) contract for Comprehensive AJCC Career Services Provider/One Stop Operator and between two (2) to four (4) contracts for AJCC Career 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\*

<b>Service Area</b>	<b>ZIP Codes</b>	<b>Estimated Funding Availability</b>	<b>Minimum Number of Contracts</b>
East Oakland	94603 (7.9% unemployment; 94621 (7.9% unemployment); 94605 (6.9% unemployment)	\$350k-500k	1-3
Central/Fruitvale	94601 (6.7% unemployment); 94606 (6.4% unemployment)	\$225k-\$300k	1
West Oakland	94607 (6.8% unemployment)	\$225k-\$400k	1
<b>Total</b>		<b>\$800K -\$1.2M</b>	<b>3-5</b>

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

A bidder may receive an additional \$25k-\$75k to serve as the Comprehensive AJCC Career Services Provider and One Stop Operator. 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 AJCC Career 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. Career 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 Adult & Dislocated Worker programs must offer Career Services that allow a jobseeker to understand, prepare for, and successfully connect to and retain employment in local demand occupations. Required Career Services are detailed in this RFP.

WIOA-funded Adult & Dislocated Worker programs also must collaborate with and connect participants to services offered through WIOA mandated partners, as appropriate. Please see the complete list of WIOA mandated partners in Sections II.B. and II.C. below. The OWDB and its contracted One Stop Operator will work with other contracted workforce service providers to broker and develop relationships with mandated partners.

All proposals should reflect how the bidder will incorporate WIOA requirements regarding Career Services and collaboration with mandated partners.

### **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](http://www.ambayarea.org))

- Healthcare, represented by the East Bay Health Workforce Partnership ([www.ebhwp.org](http://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](http://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 Action 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.) 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 this 2019-2022 RFP is to resource a network of qualified providers to deliver WIOA-funded Adult and Dislocated Worker services 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 RFP is intended to procure services under the following two service areas:



- Comprehensive AJCC Career Services Provider/ One Stop Operator
- AJCC Career Services Providers

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

OWDB envisions a system of seamless coordination among providers and partners in the workforce system that can connect Oakland residents, 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.

## **2. Priority Populations**

WIOA gives priority of service to several Adult & Dislocated Worker populations, including:

- Veterans and Eligible Spouses
- Adults 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:

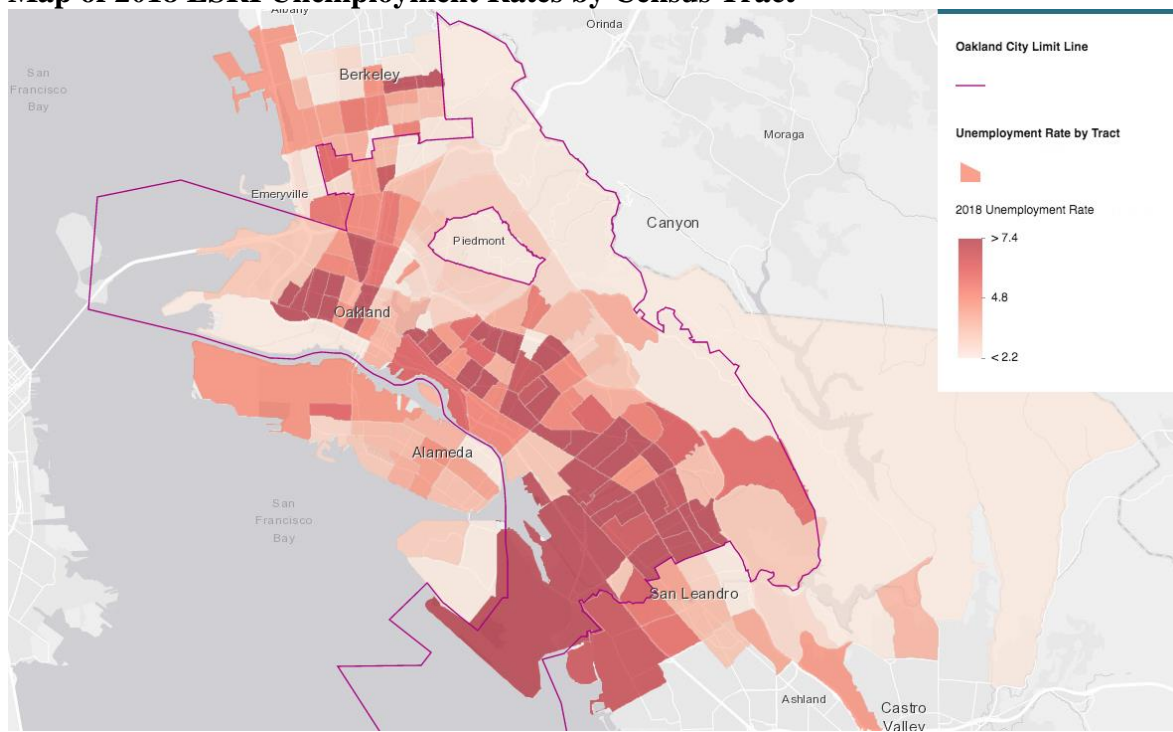
- Individuals residing in Oakland neighborhoods with the highest rates of unemployment (East Oakland, Central/Fruitvale, and West Oakland);
- Unemployed African American, Latinx, Asian, Pacific Islander, and Native American residents;
- Currently or former legal/justice-involved individuals (formerly 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. These areas also have high numbers of African American and Latinx residents, 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 Adults in these geographical areas.

The map below highlights census tracts with high rates of unemployment, 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**



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 Career 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 an 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 provide workforce development services for Adult & Dislocated Workers ages 18 and above under the AJCC model (described below), with the ultimate goals of advancing the economic security and resilience of Oakland's most vulnerable workers and residents and connecting businesses with a qualified workforce. Services solicited through this RFP include:

- AJCC Career Services Providers
- Comprehensive AJCC Career Services Provider/One Stop Operator

OWDB anticipates awarding up to four (4) contracts to fulfill the role of AJCC Career Services Provider (AJCC) in Oakland's workforce development system. Each AJCC will provide basic Career Services, including but not limited to participant intake, orientations, initial assessments, employment services, and referrals to other partners and services. Each AJCC will also provide individualized career services, including but not limited to comprehensive and specialized assessments, case management, individual employment plans, career planning, and vocational counseling. The AJCCs must address disparities in access to workforce and training services by providing AJCC services that are accessible to OWDB's priority geographical areas and populations.

OWDB also intends to award one contract to fulfill the WIOA-mandated role of Comprehensive AJCC Career Services Provider and One Stop Operator for Oakland's workforce development system. The WIOA-mandated One Stop Operator role will entail partnership, service delivery, and reporting responsibilities in compliance with WIOA, in addition to provision of Career Services as the City's Comprehensive AJCC. The One Stop Operator will coordinate the service delivery of WIOA mandated partners and service providers and ensure the implementation of partner responsibilities and contributions agreed upon in a Memorandum of Understanding (MOU) that has been executed by OWDB. The One Stop Operator will also support transition from past AJCC contractors by assuming active cases. Bidders wishing to be considered for the Comprehensive AJCC Career Services Provider /One Stop Operator role must demonstrate capacity to fulfill the requirements.

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 and who collectively propose to deliver the greatest coverage of services to priority populations and geographical areas (East Oakland, Central/Fruitvale, and West Oakland). 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. AJCC CAREER SERVICES PROVIDER***

### **1. Overview**

OWDB intends to award up to four (4) contracts to fulfill the role of AJCC Career Services Provider (also referred to as AJCC) in Oakland's workforce development system. The AJCCs will offer basic, individualized, and follow-up career services to eligible Adults & Dislocated Workers. The AJCCs will also deliver outreach and marketing; deliver or facilitate access to Training Services; facilitate access to Supportive Services; and deliver Rapid Response services.

The AJCCs must address disparities in access to workforce and training services by providing AJCC services that are accessible to OWDB's priority populations and geographical areas (East Oakland, Central/Fruitvale, and East Oakland). 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.

### **2. Population to be Served**

AJCC Career Services Providers will deliver services to eligible Adult & Dislocated Worker participants, as described in WIOA and in the U.S. Department of Labor's Training and Employment Guidance Letter No. 03-15.

To be an eligible Adult participant, an individual must be 18 years of age or older and provide documentation of Social Security Number, compliance with Selective Service requirements, and compliance with citizenship and eligibility to work requirements.

To be an eligible Dislocated Worker participant, an individual must have been terminated or laid off, or have received a notice of termination or layoff, from employment; have been self-employed, but be unemployed as a result of general economic conditions; or be a displaced homemaker.

Under WIOA, Individualized Career Services and Training Services must be given on a Priority of Services basis, as described in [TEGL 10-09](#) and in Section I.H.2 above. Priority of Services will be given as follows:

- First, to veterans and eligible spouses who also are recipients of public assistance, other low-income individuals, individuals who are basic skills deficient, individuals residing in high-unemployment zip codes, and legal/justice involved (formerly incarcerated/re-entry) individuals.
- Second, to individuals who are not veterans or eligible spouses and who are included in the groups above.
- Third, to veterans and eligible spouses who are not included in the WIOA priority groups above.

- Fourth, to any other populations identified by the Governor or Local Board for priority.
- Last, to non-covered persons outside the groups given priority under WIOA.

### 3. Outreach and Marketing

AJCCs will implement an outreach and marketing plan with the goal of informing Adults & Dislocated Workers – particularly among OWDB’s priority populations and geographical areas – and businesses about services available through the AJCC 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. Providers must ensure that the outreach and recruitment is coordinated with the One Stop Operator and other partners. **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 AJCC-related 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.

Each AJCC will provide orientation sessions at least weekly that inform individuals about the regional job market and opportunities for training, entry, and advancement in priority sectors; and about the full array of WIOA and other services available to Oakland job-seekers and workers. The orientation will include an overview of WIOA eligibility, processes, and procedures. A calendar of regularly-scheduled orientation sessions will be made available to the public. One-on-one orientations must also be made available when necessary to ensure the accessibility of this service.

### 4. Basic Career Services

Basic Career Services must be made available to all individuals seeking AJCC services. AJCCs will deliver Basic Career Services that consist of the following:

- Determination of eligibility to receive services
- Outreach, intake, and orientation to the services available through the AJCC delivery system
- Comprehensive & specialized assessments of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skills gaps), and supportive service needs, including:
  - Diagnostic testing and use of other assessment tools
  - In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals
- Development of an individual employment plan (IEP), to identify the employment goals, appropriate achievement objectives, and appropriate

combination of services for the participant to achieve the employment goals in the targeted sector, including providing information on eligible providers of training services and career pathways in the sector

- Group counseling
- Individual counseling
- Career planning
- Labor exchange services, including job search and placement assistance, career counseling, and information on in-demand industry sectors and occupations, as well as non-traditional employment
- Referrals to, and coordination of activities with, other programs and services, including programs and services within the AJCC system and other workforce development programs
- Workforce and labor market employment statistics information, including information relating to local, regional, and national labor market areas, including the following:
  - Job vacancy listings and the job skills necessary to obtain them
  - Information on local in demand occupations and the earnings, skill requirements, and opportunities for advancement that accompany them
- Information on performance and program cost of eligible providers of training services, youth workforce development activities, adult education, career and technical education activities at the postsecondary level, career and technical education activities available to school dropouts, and vocational rehabilitation services
- Information regarding how the local area is performing on the local performance accountability measures and any additional performance information with respect to the one-stop delivery system in the local area
- Information on, and referral to, supportive services or assistance, including the following:
  - Child care, child support, medical or child health assistance
  - Benefits under the Supplemental Nutrition Assistance Program (SNAP)
  - Assistance through the Earned Income Tax Credit (EITC)
  - Assistance through CalWORKs
  - Other supportive services and transportation available in the local area
  - Information and assistance regarding filing claims for unemployment compensation
  - Assistance in establishing eligibility for programs of financial aid assistance for training and education programs that are not funded under WIOA
  - Resume refinement
  - Job development
  - Job clubs and workshops



## **5. Individualized Career Services**

If AJCC staff determine based on recent assessments conducted by the AJCC or partners that Basic Career Services are not sufficient for an individual to obtain or retain employment, then Individualized Career Services must be made available to the individual. These Individualized Career Services include:

- Comprehensive and specialized assessments of skill levels and service needs, which may include the following:
  - Diagnostic testing and use of other assessment tools
  - In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals
- Development of a comprehensive IEP, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals, including providing information on eligible providers of training services and career pathways to attain career objectives
- Group counseling
- Individual counseling
- Career planning
- Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training
- Internships and work experiences linked to careers
- Workforce preparation activities
- Financial literacy services
- Out-of-area job search assistance and relocation assistance
- English language acquisition and integrated education and training programs

## **6. Follow-up Services**

AJCCs will provide Follow-up Services as appropriate for participants who are placed in unsubsidized employment, for up to 12-months after the first day of employment. Follow-up services may include but are not limited to job retention support, counseling regarding the workplace, and advising regarding continued education and training.

## **7. Training Services**

AJCC Career Services Providers will facilitate access to individual training accounts (ITAs) and on-the-job training contracts (OJTs) for individuals who are determined to be in need of Training Services. Training must be directly linked to employment opportunities in the local/regional area and in OWDB's targeted priority sectors. Under WIOA, participation in Career Services is not a prerequisite to receiving Training Services. 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) an industry-recognized certificate or credential; 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. The AJCC may also provide access to incumbent worker training or subsidized transitional jobs according to OWDB policies.

AJCCs 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. AJCCs 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.

AJCCs 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. (The Comprehensive AJCC Career Services Provider and One-Stop Operator will be responsible for transitional unpaid training invoices/vendor payments with a training completion date in the current fiscal year.) ***ITA and OJT training funds should not be included in the bidder's budget.***

## **8. Supportive Services**

AJCCs will facilitate participants' access to WIOA-funded Supportive Services that the participant has been unable to obtain through other programs and that are necessary to enable the individual to participate in Career Services or Training Services. Individuals identified as needing WIOA Supportive Services must still be participating in Career Services (other than Follow-Up), Training, or both to continue to receive Supportive Services. ***Supportive Service funds should not be included in the bidder's budget.***

WIOA Supportive Services may include, but are not limited to, assistance with public transportation, auto-related expenses, books and computer expenses, phone and utilities payments, work-related tools or supplies, union dues, certification testing and credential expenses, eye exam or glasses, hearing exam or aid, medical or dental exam or

prescription, food vouchers, haircut, work attire, fingerprinting or background check, and emergency rent or mortgage payment. OWDB's Supportive Services policy is provided in Appendix D.

## **9. Business Services**

AJCCs will assist the City of Oakland and OWDB's Business Services staff to engage public, private, and nonprofit business and economic development entities, both to facilitate these businesses' access to a qualified and diverse local talent pool and to assist job-seekers with accessing employment. AJCCs will, in partnership with OEWD staff when appropriate:

- Proactively conduct new business development and continuous business engagement with employers
- Participate in employer, community, and other networking events, including events that occur outside of business hours
- Organize, host and implement career fairs that showcase training providers and/or local businesses, at the AJCC and in various communities, in order to educate customers/participants about available employment and training opportunities
- Partner with other AJCCs, as appropriate, to utilize facilities for Business Services-related activities, including free workshops for the business community, business group meetings, etc. Workshops must be designed to effectively draw businesses into the AJCCs, create good will among employers, provide opportunities for AJCC staff to network with employers, and educate employers about available services and opportunities to use the AJCC's facility to conduct business and generate local employment opportunities
- Coordinate with and contribute to existing business resources, such as the Office of Small Business, Small Business Assistance Center, other Oakland Economic and Workforce Development (OEWD) Business Services initiatives, and training sessions
- Deliver trainings to job development staff about engaging employers and about available Business Services

## **10. Facility and Operations**

Each AJCC will maintain at least one physical site in the City of Oakland where job-seekers, workers, and businesses 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 clients, 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 workforce services, including through the use of technology, mobile services, and scattered-site services.

Bidders should demonstrate the high level of accessibility of the AJCC 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.

## **11. Partnerships**

OWDB's AJCC model necessitates meaningful partnerships with diverse service providers to support positive job-seeker, worker, and employer outcomes. 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 client access.

Bidders are encouraged to identify innovative strategies to expand service access and leverage resources across providers in ways that positively impact job-seeker, worker, and employer outcomes. Bidders are not required to attach signed MOUs to the proposal; however, letters of commitment that include detailed information on service, co-location, and resource-leveraging commitments may be included as attachments to the proposal.

### *a.) Required Partnerships*

AJCCs are required to partner with all of the WIOA mandated partners. Coordination of these partnerships will be facilitated by the Comprehensive AJCC Career Services Provider and One Stop Operator, as described in Section II.C below. The WIOA mandated partners are:

- Adult and Dislocated Workers Providers
- Youth Services 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 (Peralta Community College District)
- 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

AJCCs will maintain a highly collaborative relationship with the One Stop Operator to be identified through this RFP process. The One Stop Operator and AJCC Career Services Provider staff will facilitate cross-referrals of job-seekers and workers seeking Training, Career Services, and Supportive Services to ensure access to WIOA mandated partners, according to individual need.

Partnerships with businesses, industry associations, unions, labor-management education funds, pre-apprenticeship and apprenticeship programs, and sector partnerships are essential to AJCCs' ability to connect job-seekers and workers to employment in priority industry sectors. Bidders are encouraged to describe their industry engagement strategies, existing relationships, and how these relationships facilitate clients' entry and advancement along career pathways.

*b.) OWDB Workforce System Partnerships*

The One Stop Operator, AJCCs, Youth Services providers, and OWDB staff will work together to create and maintain a comprehensive system of workforce development services that provide equitable access to Oakland's job-seekers, workers, and businesses, with a focus on priority geographical areas, populations, industry sectors, and career pathways.

AJCCs will partner with OWDB's Youth Services contractors to realize OWDB's vision of a seamless service delivery system benefiting job-seekers, workers, and businesses by enabling effective co-location and coordination of geographically-based services; leveraging of organizational strengths and resources; coordinated marketing of OWDB services; and referrals of customers ages 16 to 24 to the most appropriate services.

AJCCs will also partner with OWDB's Business Services staff to coordinate industry engagement, rapid response and layoff aversion, OJTs, and responsive services to address the needs of businesses.

Representatives of the One Stop Operator, AJCCs, and Youth Services providers 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 WDB partners (Alameda County WDB, WDB of Contra Costa County, and Richmond WDB), AJCC Career Service 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. The One Stop Operator and AJCC Career 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, 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
- 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. ADDITIONAL SCOPE OF SERVICES FOR THE COMPREHENSIVE AJCC / ONE-STOP OPERATOR**

### **1. Overview**

OWDB intends to competitively award one contract to fulfill the WIOA-mandated role of Comprehensive AJCC Career Services Provider and One Stop Operator for Oakland's workforce development system. **One Stop Operator bidders must fulfill the AJCC Career Services Provider requirements, noted in Section IIB above, and the additional One Stop Operator requirements noted in this section.** The WIOA-mandated One Stop Operator role will entail partnership, service delivery, and reporting responsibilities in compliance with WIOA. The One Stop Operator will coordinate the service delivery of required WIOA mandated partners and service providers and ensure the implementation of partner responsibilities and contributions agreed upon in a Memorandum of Understanding (MOU) already executed by OWDB.

Bidders wishing to be considered for the One Stop Operator role must indicate in the application this intention and demonstrate capacity to fulfill the One Stop Operator requirements, in addition to AJCC Career Services Provider requirements detailed in Section IIB. By fulfilling all of these requirements, the contractor will serve as OWDB's WIOA-mandated Comprehensive AJCC Career Services Provider and One Stop Operator.

The One Stop Operator serves as a centralized hub of Oakland's workforce investment system. In this role, the One Stop Operator serves the essential function of assuring coordination among WIOA mandated partners and services, in order to provide all customers with a seamless "one-stop" experience and facilitate cross-system referrals.

### **2. AJCC Partner Coordination**

WIOA (20 CFR 678.400) mandates that the designated One Stop Operator establish and maintain partnerships with each of the following mandated partners:

- Adult & Dislocated Worker Career Services Providers
- Youth Services 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 (Peralta Community College District)
- 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

OWDB's One Stop Operator must fulfill the requirements of WIOA by implementing a Memorandum of Understanding (MOU) that has been signed with all WIOA mandated partners. The ultimate goal of the One Stop Operator's coordination of mandated partners is to provide full access to the partners' programs, services and activities for jobseekers and employers, thereby strengthening the capacity and effectiveness of the AJCCs and the workforce system toward achieving performance goals for job-seekers, employers and employees. The One Stop Operator and each mandated partner will:

- Participate in joint planning, plan development, and modification of activities in order to respond to local conditions and state and federal requirements;
- Participate in the operation of the AJCC system, consistent with the terms of the MOU and requirements of authorized laws;
- Make services provided by mandated partner programs available to eligible customers through co-location, referral, information-sharing, and direct access through use of technology; and
- Participate in capacity building and staff development activities in order to ensure that all partners and staff are adequately cross-trained.

Per WIOA regulations, EDD staff funded by the Wagner Peyser Act are required to co-locate with WIOA-funded staff to aide in the seamless delivery of workforce services. The One Stop Operator will contribute to a "one-stop" service delivery model and comply with WIOA regulations by working with EDD and OWDB to develop, implement and maintain a co-location plan at the EDD AJCC Office located at 7677 Oakport Street, Suite 400 Oakland, CA and at the One Stop Operator's service delivery site.

The One Stop Operator will also maintain a highly collaborative relationship with each of the AJCCs to be identified through this RFP process and will facilitate cross-referrals



of job- seekers and workers seeking training, career services and supportive services according to need.

### **3. AJCC Transition Services**

The One Stop Operator will be responsible for supporting transition from any previously contracted AJCC provider(s). Transition services will be delivered using current fiscal year funds and may include assuming WIOA participant cases that are in Active or Follow-Up status; delivering Career Services to these participants as appropriate; and addressing any outstanding ITA, OJT, or Supportive Services invoices.

## ***D. 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 Career 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. In addition, the reasons for exiting the program, for participants not obtaining employment will be tracked and reported annually to OWDB. 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 Adult & Dislocated Worker 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 Adult & Dislocated Worker performance measures and OWDB's final negotiated performance goals are as follows:

<b>Performance Indicators (Adult and Dislocated Workers)</b>	<b>Final Negotiated Goals PY19</b>
<b>Adult</b>	
Employment - 2nd Q post exit	<b>65.0%</b>
Employment - 4th Q post exit	<b>63.0%</b>
Median Earnings	<b>\$5,700</b>
Credential Attainment Rate	<b>54.0%</b>
Measurable Skill Gain	<b>baseline</b>
<b>Dislocated Worker</b>	
Employment - 2nd Q post exit	<b>72.5%</b>
Employment - 4th Q post exit	<b>70.5%</b>

Median Earnings	<i>\$8,000</i>
Credential Attainment Rate	<i>67.0%</i>
Measurable Skill Gain	<i>baseline</i>

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 50% 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 1<sup>st</sup> 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 15<sup>th</sup> 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\\_CH2.32EQBEOR.html#TOPTITLE](http://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.32EQBEOR.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](mailto: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, 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 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 are 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 Admin: 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 and/or 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) original proposal ,five (5) copies, and 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](mailto: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/oakca1/groups/contracting/documents/form/oak023287.pdf>, or a copy may be requested from Paula Peav at [ppeav@oaklandnet.com](mailto:ppeav@oaklandnet.com) or (510) 238-6449.

## 14. Stand-Alone Schedules Required with Proposal

The Stand-Alone Schedules Required with Proposal must be completed by the bidder and submitted as an attachment.

## 15. Acknowledgement of Addenda

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

## 16. 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
<p><b>Organizational Experience and Capacity</b></p> <p>In this section, the bidder should:</p> <ul style="list-style-type: none"> <li>• Describe your organizational mission and history, making clear connections to the organization's focus on workforce development.</li> <li>• Demonstrate how you are well positioned to successfully design and implement the proposed program services: <ul style="list-style-type: none"> <li>• 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</li> </ul> </li> </ul>	15

<p>services, along with any similar non-WIOA funded workforce programs). To the extent possible, describe numbers served and who was served.</p> <ul style="list-style-type: none"> <li>• Show how these programs have led to the intended outcomes and benefitted the 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.</li> <li>• Demonstrate that you have strong networks that will allow you to successfully collaborate with other workforce system leaders: <ul style="list-style-type: none"> <li>• Describe your experience with the OWDB system and providers, including training, education, and support services providers.</li> <li>• Provide examples of existing partnerships with other workforce development service providers and/or business and sector leaders.</li> <li>• <u>For Comprehensive AJCC/One Stop Operator bidders only:</u> Describe your experience coordinating collaborative bodies similar in size and scope to the mandated AJCC partnership.</li> </ul> </li> <li>• Demonstrate that you have the capacities needed to manage the program effectively: <ul style="list-style-type: none"> <li>• Provide examples that demonstrate your administrative and data management experiences and capacities.</li> <li>• Provide examples that demonstrate your fiscal management experiences, capacities, and systems used to ensure fiscal accountability.</li> <li>• Include the <b>Past/Current Contracts Form</b>. Include examples of experience managing federal grants and grants of the size and scope of the requested OWDB contract.</li> </ul> </li> </ul>	
<p><b>Program Design and Service Delivery</b></p> <p>In this section, the bidder should:</p> <ul style="list-style-type: none"> <li>• Demonstrate a clear understanding of the priority populations, and provide clear, well-designed plans to reach these populations: <ul style="list-style-type: none"> <li>• Highlight the populations that will be served by your program, and the specific high priority</li> </ul> </li> </ul>	25

<p>populations you will work to reach. Describe estimated numbers and types of people you will serve.</p> <ul style="list-style-type: none"> <li>• Describe your outreach, marketing, and engagement plans to reach priority populations in neighborhoods with the highest unemployment (East Oakland, Central/Fruitvale, and West Oakland).</li> <li>• 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.</li> <li>• Describe intentional strategies and elements of program design to reduce racial inequities and ensure adults have equitable access to opportunities and services.</li> <li>• Demonstrate an understanding of key services to be provided, and well-designed plans to deliver those services: <ul style="list-style-type: none"> <li>• 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.</li> <li>• Include a <b>Client Flow Chart</b> that illustrates all steps in a client's participation in your Youth Services, and a detailed <b>Work Plan and Timeline</b>.</li> </ul> </li> </ul>	
<p><b>Existing and Proposed Program Staffing</b></p> <p>In this section, the bidder should:</p> <ul style="list-style-type: none"> <li>• Demonstrate that you have the right mix of staff to successfully implement the proposed program:</li> </ul>	5

<ul style="list-style-type: none"> <li>• 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.</li> <li>• Include a <b>resume</b> or <b>job description</b> for each key staff position.</li> <li>• 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.</li> <li>• Demonstrate that program staff will be effectively supported by the organization: <ul style="list-style-type: none"> <li>• Include an <b>Organizational Chart</b> showing how the above-mentioned staff will fit within the overall organizational structure.</li> <li>• Describe any trainings or other supports that will be provided to these staff to support program quality and effectiveness.</li> </ul> </li> </ul>	
<p><b>Partnerships and Subcontractors</b></p> <p>In this section, the bidder should:</p> <ul style="list-style-type: none"> <li>• <u>For Comprehensive AJCC/One Stop Operator bidders only:</u> Demonstrate the relationships you have with the mandated AJCC partners. <ul style="list-style-type: none"> <li>• Describe co-location, co-enrollment, shared use of CalJOBS, cost sharing, or referral agreements with each of the mandated AJCC partners.</li> <li>• Explain how these partnerships will help you expand service access and leverage resources across providers to positively impact job-seeker, worker, and employer outcomes.</li> <li>• Describe how coordination of mandated AJCC partners will contribute to addressing Oakland's equity indicators and priorities for service.</li> </ul> </li> <li>• Demonstrate that you have strong partnerships with OWDB system providers: <ul style="list-style-type: none"> <li>• 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</li> </ul> </li> </ul>	15



<p>to performance outcomes and reach priority populations or sectors. Include a <b>Letter of Commitment and/or MOU</b> with each proposed subcontractor.</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> </ul>	
<p><b>Outcomes, Data Collection, Reporting and Monitoring</b></p> <p>In this section, the bidder should:</p> <ul style="list-style-type: none"> <li>• Demonstrate clear performance targets. <ul style="list-style-type: none"> <li>• Provide estimated numbers of who will be reached, and types of people who will be reached.</li> <li>• Describe the types and amounts of services you estimate you will provide.</li> <li>• Describe the anticipated outcomes that will result from the services you provide, using estimated numbers for these outcomes. Include the <b>Performance Outcomes Form</b>.</li> </ul> </li> <li>• Demonstrate a clear plan for collecting and using data and addressing challenges. <ul style="list-style-type: none"> <li>• Explain how you propose to collect data, and when and how you will analyze that data.</li> <li>• 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.</li> <li>• Describe one example of a situation where service delivery was not going well and how you worked to address the problem.</li> </ul> </li> </ul>	20

<ul style="list-style-type: none"> <li>Describe your approach to tracking persons leaving and outcomes for participants who exit the program without achieving job placement.</li> </ul>	
<p><b>Budget and Budget Narrative</b></p> <p>In this section, the bidder should:</p> <ul style="list-style-type: none"> <li>Demonstrate that you have a realistic, reasonable, and cost-effective budget.             <ul style="list-style-type: none"> <li>Complete the attached <b>Budget Form</b>.</li> <li>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.</li> <li>Include an independent auditor's report from the most recent fiscal year.</li> </ul> </li> </ul>	20
<p><b>Possible Bonus Points</b></p> <ul style="list-style-type: none"> <li>L/SLBE Certified Business Participation (3 points)</li> <li>Documented cash match equivalent to 50% (2 points), 100% (4 points), or 200% (8 points) of the amount requested from OWDB.</li> </ul>	(2-11 points)
<b>TOTAL</b>	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"> <li>• Relevant Experience</li> <li>• Qualifications</li> <li>• Organization</li> <li>• Approach</li> <li>• Other Factors</li> </ul>	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	

### ***G. RFP TIMELINE (Dates subject to change)***

RFP Release	Friday, January 18, 2019
Bidder's Conference (Recommended)	Monday, January 28, 2019
Deadline for Submission of Questions to <a href="mailto:OWDB@oaklandca.gov">OWDB@oaklandca.gov</a>	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	June 5-21, 2019
Contract Document Distribution	Monday, June 23, 2019
Anticipated Contract Start Date	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**

### **III. 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. Stand-Alone Schedules Required with Proposal
  - 6. Schedule O-Campaign Contribution Limits
- C. OWDB Training Services – Policies and Procedures
- D. OWDB Supportive Services – Policies and Procedures
- E. Sample City of Oakland Professional Service Agreement
- F. Sample Quarterly Program Report
- G. Stand-Alone Schedules Required Before Full Contract Execution
- H. City Schedules and Policies

## **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*

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

<b>CONTACT INFORMATION</b>	
<b>Program Contact:</b>	<b>Title:</b>
<b>Phone:</b>	<b>Email:</b>
<b>Fiscal Contact:</b>	<b>Title:</b>
<b>Phone:</b>	<b>Email:</b>

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

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

<b>RFP SERVICE AREA</b>	
Please <b>check one</b> 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 <b>each</b> submission.	
<b>ADULT &amp; DISLOCATED WORKER SERVICES</b> <input type="checkbox"/> Comprehensive AJCC Career Services Provider and One Stop Operator <input type="checkbox"/> AJCC Career Services Provider	<b>YOUTH SERVICES</b> <input type="checkbox"/> Youth Services Provider





**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)	
Adults	
Enrolled in WIOA	
Employed - 2nd Q post exit	
Employed - 4th Q post exit	
Median Earnings	
Attained Credential	
Attained Measurable Skill Gain	
Dislocated Workers	
Enrolled in WIOA	
Employed - 2nd Q post exit	
Employed - 4th Q post exit	
Median Earnings	
Attained Credential	
Attained Measurable Skill Gain	

**Appendix B-3: Budget Form**

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

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

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

<b>OPERATING COSTS</b>			
	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			
Other (Please Specify)			
<b>TOTAL OPERATING COSTS</b>			

**A separate Budget Form must be included for each subcontractor**

**Appendix B-4: Past/Current Contracts Form**

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

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



## 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.MS. Based on my understanding the above is true and correct to the best of my knowledge.

☐ I declare that I understand Ordinance #13459 C.MS. 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: Training Services – Policies and Procedures***

**DIRECTIVE No:** 16-008  
**TO:** WIOA Service Providers  
**EFFECTIVE:** Retroactive To July 1, 2016  
**SUBJECT:** Individual Training Account (ITA) Policy (Revised DRAFT 06/01/2018)

### **Purpose:**

An Individual Training Account (ITA) is designed to provide services to customers who are in need of training that prepares them for employment in demand occupations for the City of Oakland Workforce Development Board (OWDB). Customers may access training services through training providers who have met eligibility requirements set by the State in order to be listed on the State-managed Eligible Training Provider List (ETPL).

The ITA Policy and Procedures is designed to ensure consistency among Training Service Providers and streamline the process for customers to obtain an ITA while ensuring the intent of the legislation for informed customer choice is still being met. The policy defines the Workforce Innovation and Opportunity Act (WIOA) tiers of service and outlines the process to issue, document, and track an ITA.

### **Definition of Services**

Under the WIOA there are two levels of services: Basic and Individualized services. A determination that a customer needs individualized and/or training services can be made without regard to how long the individual has been receiving services at each level.

### **Training Services**

Training services are available to those customers who are unable to find employment. Need and ability to benefit from WIOA funds must be established and the customer must have the skills and qualifications to successfully complete the training program. An individual's need for training shall be determined through an assessment. Training fund disbursement priority will be given to customers that have been identified (through the WIOA enrollment process) as meeting the definition of a WIOA Priority of Service Category. (Please reference OWDB Directive 16-007 WIOA Priority of Service Policy for detailed guidelines). WIOA Priority of Service groups are as follows (and must be served in the following order):

1. Veteran's and their Eligible Spouses
2. Individuals receiving Public Assistance or other Low-Income Individuals, Individuals determined to be Basic Skills Deficient, Re-Entry/Formerly Incarcerated and Oakland Residents residing in High Unemployment areas (as defined by Zip Code).
3. All other WIOA eligible individuals not defined above.

Customers with marketable skills within an in-demand occupation shall not be deemed eligible for WIOA funded training.

Training programs must be directly linked to demand occupations in the City of Oakland area and lead to full-time (32 hours per week or more) employment wages of at least \$15.00 per hour as approved by the City of Oakland Workforce Development Board (OWDB).

Customers in Adult programs must meet eligibility requirements before being provided training services. Under WIOA, ITAs will be used when training at no cost cannot be found or provided in a timely manner. Customers must meet the financial need requirement of being unable to obtain grant assistance from other sources to pay partial or full costs of such training.

All other training options and funding sources, including ETP funds, shall be exhausted prior to utilizing WIOA ITA funds. America's Job Center of California (AJCC) staff shall monitor and track each customer's financial aid. ITAs will provide customers the maximum customer choice in services and in training schools, and the flexibility needed to obtain training in demand occupations in the changing economy of the City of Oakland. Each AJCC Operator shall be accountable for developing and managing an ITA process that provides training opportunities to customers who express an interest in, and need for, training opportunities. AJCC Operators must show evidence of exhausting all other funding sources through documentation in CalJOBS.

The ITA cap shall not exceed \$5,000 for any customer for identified WIOA Priority Employment Sector occupations.

***Note: The ITA cap in place at the time of the ITA Authorization must be adhered to with no exceptions.***

#### **ITA Procedures\***

1. Following assessment and identifying the need for training, the customer shall begin ITA research:

A. Customers shall complete research on schools using the CalJOBS. **The customer is strongly encouraged to complete a physical site visit to a minimum of one school (if they are not attending online/distance learning) to determine if the facilities are adequate and accessible.**

The customer must consider transportation, classroom setting, and if applicable, necessary accommodations for persons with disabilities.

B. AJCC staff will enter two CalJOBS case notes with the following subject line: Priority of Service Determination (Eligible or Ineligible) and ITA Research (ITAR) under the appropriate grant.

C. The customer's CalJOBS file must contain documentation that indicates the customer has been screened for WIOA Priority of Service and the requirements for training services have been completed with specific detail as to the schools the customer researched

D. The customer's CalJOBS file must contain documentation that Labor & Job Market Information due diligence was completed regarding the feasibility of obtaining employment upon completion of the chosen training program. Customers with the assistance of AJCC Staff and/or input from a potential Employer must determine whether the selected training program meets all employment requirements, (i.e. credentialing, internship, skill standards).

E. AJCC Staff must ensure that the training selected by the customer is in the WIOA Priority Sector list: Advanced Manufacturing, ICT, Healthcare, Transportation/Logistics; (Additional Local



OWDB select Priority Sectors are: Retail/Hospitality and Construction). These Priority Employment Sectors must be indicated on the ITA Worksheet and documented in CalJOBS. Non-Priority Sector training is allowed on a limited basis and may not exceed 20% of awarded training funds per fiscal year. **AJCC's are required to track, monitor, and report out their training funds spending throughout the fiscal year.**

F. If the customer is requesting training outside the identified WIOA Priority Sectors, there must be documented approval from OWDB Staff with verified (out of Priority Sector) LMI Information to support employment attainment goals for the non-Priority Sector training.

2. When the customer has completed research and has chosen a school and a training program:

A. The ITA Authorization Checklist shall be used by the AJCC staff to ensure proper completion of the ITA Authorization.

***B. The AJCC staff shall attach a CalJOBS ETPL Training Course printout, Training Provider Letter of Understanding/Fee Modification Agreement (if there is a discrepancy between the total obligated amount listed on the ETPL and the total obligated amount listed on the ITA worksheet---the Letter of Understanding/Fee Modification agreement---must be generated on the Training Provider letterhead or email correspondence from the Training Provider), a copy of the current Comprehensive Individualized Employment Plan (IEP) that includes the requested ITA, CalJOBS Case Notes as listed in the procedures above, and a WIOA Enrollment Printout (detailing the ITA activity).***

C. Financial Aid Eligibility documentation from the training provider and the customer if applicable, will also be required if the training provider is Financial Aid eligible. (Example: FAFSA acceptance or disbursement letter, letter from the school stating the types of financial aid they offer, etc.)

D. If the training is for a currently employed WIOA customer, please refer to the Incumbent Worker Training Policy #17-006.

E. AJCC staff shall enter the ITA activity (along with corresponding case notes---ITA Pending) in CalJOBS, submit an ITA Worksheet request for approval (along with supporting documentation -- listed above in 2a) to their designated OWDB staff person responsible for managing the ITA allocations for the AJCC.

**\*\*AJCC Staff Please note: The ITA Worksheet request for approval should ideally be submitted to the OWDB staff for approval at least two (2) weeks prior to the customer's training start date to allow processing and document correction/request time if needed.**

F. The designated OWDB Staff will review the ITA worksheet, CalJOBS entries, and supporting documentation, and then make a decision to approve or deny the request. The OWDB staff will inform the AJCC staff making the initial request via U.S. mail or email. **(Please allow up to a 72 hour turn-around for OWDB request processing).**

3. If the ITA is approved by OWDB Staff, the AJCC staff shall forward the complete ITA Authorization packet back to the AJCC (via email or U.S. Mail). The AJCC staff will process the complete packet, track the training costs, update CalJOBS Case Notes to document ITA Approval, and authorize the training provider of training approval. **(AJCC partners, please review, process, and pass on the ITA request documents within a 72 hour time-frame).**

5. Upon the customer's start date of training:

A. AJCC staff shall confirm that the customer started training and shall document confirmation with a CalJOBS Activity. The following sample case note shall be used:

- **(Activity 300)** On *Date* I called *Name of School* to verify that *Name of Customer* started training on *Date*. I spoke with *Name of Contact and Contact's Title*. *Name of Contact* verified that *Name of Customer* attended training program on intended start date.
- A printed CalJOBS Activity may accompany the ITA Invoice (Exhibit A-4) in lieu of an attendance report in order to adhere to timely submittal of invoices.
- The AJCC staff shall forward the ITA Invoice to the training provider for signatures. The ITA Invoice shall be signed and dated on or after the customer's training start date.

B. AJCC staff shall enter the CalJOBS activity code 300 under the appropriate grant. The appropriate training type shall be selected in the detail section of the activity code. The AJCC staff shall enter the ITA amount used in the detail section of the activity code 300.

6. ITA Cancellations, Modifications, and Discontinuations

An ITA Cancellation occurs when a customer makes a decision to forego training. An ITA Cancellation occurs when a customer does not start training and no costs are incurred.

An ITA Modification occurs when there is a change to the ITA that affects the training program, training dates, and/or cost. An ITA requiring a cost change must have prior approval from OWDB Staff. AJCC Staff will complete and submit an ITA Modification along with CalJOBS documentation (A Case Note printout is acceptable) to OWDB Staff. Once the modification form is approved by the OWDB staff, the AJCC will process the ITA modification.

An ITA Discontinuation occurs when a customer starts training, discontinues training and a cost has been incurred. If the customer's discontinuance is due to an unforeseeable emergency (e.g., illness, death) then the customer is eligible for reinstatement, based on approval. Otherwise, the customer must start the ITA process from the beginning.

In the event of ITA Discontinuation due to issues with the training provider (e.g. closure, questionable practices) AJCC operator shall contact the OWDB Staff for guidance.

- A. An ITA Void, Revision, or Discontinuation requires that an email/letter along with a CalJOBS Case note and activity print out to be sent to OWDB Staff. The email/memo shall include:
- Customer's name;
  - Name of provider;
  - ITA number; and
  - The reason for the change to ITA status.

B. AJCC staff shall document the change and ITA status in a CalJOBS activity and shall update the CalJOBS activity code 300.

**7. ITA Refunds due to OWDB:**

A. The training provider must provide a progress report on student progress and attendance to the AJCC by the tenth working day of each calendar month. In the event that the student fails to attend school, the training provider must inform the AJCC within three days of non-attendance. In the event the student is terminated for non-attendance, the school must refund the unused WIOA training funds within ten working days of the student's last date of attendance. If the training provider fails to provide progress and attendance reports, the AJCC Staff shall contact the training provider or Customer to obtain this information. All attempts to obtain the reports must be entered into CalJOBS.

B. In most cases, the payment will be submitted after the completion of the training which will avoid the need for a refund. However, in the event of a school closure, the school must inform OWDB Staff and AJCC Staff of the planned closure and refund OWDB the unused WIOA training funds within ten working days of the student's last date of attendance.

C. The training provider shall submit a copy of the refund calculation with the refund check. The refund check must be made payable to the "City of Oakland Workforce Development Board." and sent to: **City of Oakland Development Board, 250 Frank H. Ogawa Plaza, Suite 3315, Oakland, CA 94612.**

D. Training providers bear full responsibility to refund unused portions of WIOA training funds. Failure to comply with this policy may result in OWDB eliminating the training provider from the State Eligible Training Provider List and taking other appropriate action.

**8. Other situations:**

A. In the event that an ITA is submitted outside of the standard 2 week prior to start date timeframe. OWDB wants to ensure that the customer is able to start the training program timely. In this scenario, once the designated OWDB staff has approved the ITA, the customer can start their training. The AJCC is still obligated to ensure all other required ITA steps are completed and the ITA training documents are submitted to the BES as explained above. AJCC's are strongly encouraged to follow the standard procedure and timelines, but exceptions can be made on a case-by-case basis. This process will be closely monitored to ensure that this clausal situation is not utilized as a standard practice. This process is set in place to ensure timely services to WIOA customers, not to circumvent policy.

B. ITA revisions/corrections to forms or supporting documents. All ITA documents including supporting documentation should be treated as legal and binding documents. All alterations, corrections, revisions, etc should be initialed by AJCC staff making the correction. If a revision to a Letter of Understanding must be made, the document should be revised by the Training Provider and not AJCC staff (to ensure Fiscal accuracy from all parties and to ensure there is no issue with payment or certification at the end of training).

C. Retro-active training enrollment is disallowed and will not be honored by OWDB. The customer is responsible for all training enrollment that is not approved by OWDB or training that began prior to WIOA enrollment.

D. AJCC Providers must submit all training reimbursement invoices within the fiscal year (on or before June 30<sup>th</sup>). The exception is if the customer has not completed their training within the confines of the fiscal year.

**\*Please note: All references to timeframes have implied business days (which do not include weekends, holidays, etc).**

**EXHIBITS\***

Exhibit A-1 – ITA Authorization

Exhibit A-2 – ITA CalJOBS Activity Sample

**\* Adobe Reader is required to access attached exhibits**

**References**

- The Workforce Innovation and Opportunity Act (WIOA) of 2014 (Public Law (Pub. L. 113-128)) Title I and III, enacted July 22, 2014;
- Title 38 United States Code (38 U.S.C. 4213);
- TEGL No. 10-09, “Implementing Priority of Service for Veterans and Eligible Spouses in all Qualified Job Training Programs Funded in whole or in part by the U.S. Department of Labor (DOL),” dated November 10, 2009;
- WIOA section 3(24)
- WIOA section 134 (c)(3)
- DOL TEGL 3-15 Priority Populations under WIOA and Priority for Adult Funds
- DOL TEGL 22-04

*Any discrepancies arising between OWDB policy and or procedures with federal and state provisions due to current or future revisions will default to the current minimum federal and state regulations and guidance available. OWDB policy and or procedures may set forth stricter requirements than provided by federal and state guidance, but in no case will OWDB policy and or procedures not meet minimum federal and state policy.*

**Action Required:**

This information should be disseminated to all agency & provider staff.

**Inquiries:**

Questions regarding this policy should be directed to the Oakland Workforce Development Board:

City of Oakland Economic & Workforce Development  
c/o Executive Director – Workforce  
250 Frank Ogawa Plaza, Suite 3315  
Oakland, CA 94612

**Effective Date:**

07/01/2016 (Retroactive date)

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**DIRECTIVE No:** 16-011  
**TO:** WIOA Service Providers  
**EFFECTIVE:** Retroactive To July 1, 2016  
**SUBJECT:** On-the-Job Training (OJT) Policy (DRAFT Revision: 06/08/2018)

**Background:**

On-the-Job Training (OJT) is work-based training under Workforce Innovation and Opportunity Act (WIOA). OJT's primary purpose is to provide participants with knowledge- and skills- upgrade training necessary for the full performance of a job. OJT reimburses employers for the extraordinary costs of providing training and additional supervision.

The purpose of this policy is to provide guidance regarding the limitations and eligibility of individuals and employers to participate in On-the-Job Training (OJT) opportunities.

**Definition of Key Terms**

The term “**On-the-Job Training**” means training by an employer that is provided to a paid participant while engaged in productive work in a job that:

- A. Provides knowledge or skills essential to the full and adequate performance of the occupation.
- B. Provides reimbursement to the employer for the costs of providing the training and additional supervision related to the training.

- C. Is limited in duration as appropriate to the occupation for which the participant is being trained. For an individual to qualify for OJT under the WIOA guidelines, he/she will:
  - 1. Have enrolled in CalJOBS, determined eligible for WIOA, and enrolled in WIOA programs.
  - 2. Have completed an initial assessment or evaluation and have been determined to need training to find employment.
  - 3. Have an Individual Employment Plan (IEP), wherein the participant's interests, abilities and needs are identified.

### **Employer Eligibility**

Potentially eligible employers able to participate in OJT contracting include: private-for-profit businesses, private non-profit organizations, and public sector employers. An employer will NOT be eligible to receive WIOA OJT training reimbursements if:

- 1. The employer has any other individual on layoff from the same or substantially equivalent position.
- 2. The OJT would infringe upon the promotion of or displacement of any currently employed worker or a reduction in their hours.
- 3. The same or a substantially equivalent position is open due to a hiring freeze.
- 4. The positions are for seasonal employment.
- 5. The employer is a private for-profit employment agency, i.e. temporary employment agency, employee leasing firm or staffing agency.
- 6. The position is not full time, i.e. minimum of 30 hours per week.

### **Occupational Eligibility**

Seventy percent (70%) of OJT dollars must be used in OWDB priority sectors (healthcare, Advance Manufacturing, Transportation and Logistics, Digital Arts & Media (ICT), Construction, Government, and Hospitality, Leisure, Retail) which lead to employment opportunities enabling the participant to become economically self-sufficient and which will contribute to the occupational development and upward mobility of the participant.

## **POLICY**

### ***General WIOA OJT Requirements***

1. All vocational and/or OJT funding shall be subject to continued availability of that funding under the terms and conditions provided to OWDB under state/federal WIOA regulations.
2. WIOA OJT contracts shall not be made with employers who have previously exhibited a pattern of failing to provide OJT participants with continued long-term employment with wages, benefits and working conditions that are equal to those provided to regular employees who have worked a similar length of time and are doing the same type of work.
3. Priority in WIOA OJT contracts will be given for individuals determined to meet WIOA Priority of Service who are “new hires” with an employer.
4. It is the expectation of OWDB staff that employers that use OJT funding will hire the individual receiving the training as a full-time employee provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work.
5. OJT contracts will generally not be written for minimal skill jobs that generally would require little or no training.
6. Per WIOA regulations regarding nepotism (20 CFR 683.200(g)), “no individual may be placed in an employment activity if a member of that person’s immediate family is directly supervised by or directly supervises that individual.” For the purpose of this policy, the term “immediate family” includes a spouse, child, son-in-law, daughter in-law, parent, mother-in-law, father-in-law, sibling, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, stepparent, stepchild, grandparent, and grandchild.
7. In the event that the OJT activity includes a union benefit package which is paid out to a trust or other union intermediary directly from the base wage of the participant, those may be included as part of the hourly reimbursement of the OJT costs.
8. An appropriate mechanism for the seamless and efficient referral and training of participants and for the prompt payments of training funding to the employer in reimbursement of employer costs. Payment terms for reimbursement of training costs to employer shall at all times remain consistent.
9. A Training Plan outlining the type of training and the hours required for competency must be submitted and approved by OWDB Staff.
10. WIOA OJT contracts between the AJCC Provider, an employer, training provider or other third (3<sup>rd</sup>) party must ensure that all third (3<sup>rd</sup>) parties be “vetted” to ensure that they have the authority and credentials to train and issue industry-recognized certifications in local, City, State, national, and Federal areas and regions. Failure to ensure that the

3<sup>rd</sup> party trainer and/or employer have proper credentialing/authority will result in non-payment of OWDB WIOA funds.

### ***Employer OJT Expectation***

Employers are expected to enter into an OJT contract with the AJCC provider. The following are expected responsibilities of the employer:

1. Development with the training provider of an appropriate curriculum for each specialized training strand leading to permanent employment with the identified employer. Such training will have definitive start and end date and metrics for successful completion by each participant;
2. Issuance of an industry-recognized certificate of completion of specialized training describing the type of training received and successful completion thereof;
3. Providing employment, which will continue and complete the specialized training begun with each participant, supported by OJT, the intent of such OJT activities shall be permanent employment with the employer.
4. Issuance of an industry-recognized certificate of completion of the OJT element describing the general job training completed;
5. Treatment of each placed participant as a regular employee in all respects pursuant to WIOA guidelines for the management of OJT's which guidelines are fully familiar to employer;
6. To work with its designated training provider as an independent contract and an intermediary and training services pursuant this customized training contract, consistent with the purpose of this agreement and the contractual obligations hereunder.

### ***WIOA OJT Length***

**The maximum time frame for an OJT is 6 months or 520 hours. Duration of an OJT is a function of training needed, NOT the maximum allowed under this policy.** Service Providers should consult with the employer and utilize the Occupational Information Network's (ONET) Specific Vocational Preparation Range (SVP) to determine the appropriate occupational training needed. Using the SVP provided by ONET, the following duration times are recommended in addition to the participants past skill and experience.



At the time of completion of the OJT program, individuals must be employed in occupations that meet the following criteria:

1. Hourly wage must be at least \$15 per hour.
2. Occupation must be listed as an OWDB Priority Sector (seventy percent requirement).
3. The occupations must be a full time permanent position following the training (minimum of 32 hours per week).

### ***WIOA OJT Funding Levels***

Companies will be reimbursed up to five thousand dollars (\$5,000) for training costs utilizing a percentage, up to seventy-five percent (75%) depending on company size, of the California minimum wage. This will assist in making OJT available to more companies and more cost effective. OWDB staff will consider exceptions to the cap on training funds and the reimbursement schedule below. Consideration for changes to the reimbursement schedule will be considered for trainings in which the recipient receives an industry recognized credential or for employer utilizing OJT services for the first time. Employers interested in training five (5) or more new workers at once should refer to OWDB Customized Job Training policy. OWDB OJT funding may not exceed fifty percent (50%) of the Employer's actual costs. The cap for all customers receiving any type of training or a combination of training services (ex: Individual Training Account, On-the-Job Training, or Customized/Cohort Training) is not to exceed \$5,000. Exceptions may be requested on a case-by-case basis (request must be submitted to the OWDB Program Analyst).

### ***Employer Requirements***

Participating employers must guarantee that:

1. All participants shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work.
2. The position provides the participant benefits per company policy (i.e. insurance, paid leave, profit sharing) other than those required by law.
3. Employees who have financial responsibilities related to the receipt and disbursement of funding under the Agreement shall be covered by fidelity bonding.
4. The training to be provided will be in accordance with WIOA 181(a)(1)(A) and 683.275 for wage and labor standards. Worker protection requirements are set forth in WIOA Sections 181(a) (1) (A) and (B), (b) (2), (3), (4) and (5) and 188.

5. The employer agrees to cooperate with monitoring efforts as required by WIOA legislation and adhere to all other applicable local, state and federal rules and regulations.
6. Funds are not used to directly or indirectly assist, promote or deter union organizing.
7. The employer agrees to respond to requests for wage and retention information of participants.
8. The employer commits to retain the trained employees for a period of six months following the completion of training. Failure to do so may result in the employer being ineligible to receive further OWDB training funds for a period of one year.

### ***Employer Reimbursement Rate***

OJT training payments are allocated to employers for the cost of extraordinary costs associated with training participants. OWDB will reimburse employers up to 50 percent of training wages with employers paying no less than the California state minimum wage (currently \$10/hr., subject to change).

EXAMPLE			
Wage/Hr.	Employer Share/Hr.	OWDB Share/Hr.	Percentage
\$15	\$10	\$5	33%
\$22	\$11	\$11	50%

### **Exceptions**

OWDB will reimburse employers seventy-five percent (75%) of training wages when they employ formerly incarcerated, persons with disabilities, or other Priority of Service identified individuals. An OJT Exception Form (Attachment A-1) must be completed and submitted to OWDB Staff. OWDB Staff will review and approve the OJT Exception Form along with the justification reason. OWDB Staff will notify the requestor of approval or denial on the same form. Verbal exceptions are not allowable authorizations, **the OJT Exception Form must be used at all times.**

### **Attachments**

Attachment A-1 – OJT Exception Form

### **References**

- WIOA Section (3)(44)
- WIOA Section 134(c) (3)(h)
- 20 CFR 680.530
- 20 CFR 680.700
- 20 CFR 680.710
- 20 CFR 680.730
- 20 CFR 680.740

*Any discrepancies arising between OWDB policy and or procedures with federal and state provisions due to current or future revisions will default to the current minimum federal and state regulations and guidance available. OWDB policy and or procedures may set forth stricter requirements than provided by federal and state guidance, but in no case will OWDB policy and or procedures not meet minimum federal and state policy.*

### **Action Required:**

This information should be disseminated to all agency & provider staff.

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## ***Appendix D: OWDB Supportive Services – Policies and Procedures***

**DIRECTIVE No:** 16-009  
**TO:** WIOA Service Providers  
**EFFECTIVE:** Retroactive To July 1, 2016  
**SUBJECT:** Supportive Service Policy

### **Purpose:**

The purpose of this policy is to address the issuance of supportive services available to customers of the OWDB, and provide guidance to service providers when assessing the need and providing supportive service to customers. The provision of any and all supportive services is contingent upon the availability of funding.

The Workforce Innovation and Opportunity Act (WIOA) provides program guidelines for supportive services for adults and dislocated workers defined in WIOA Sections 3(59) and 134(d)(2) and (3). These include services such as transportation, child care, dependent care, housing, and assistance with uniforms and other appropriate work attire and work-related tools, including such items as eye glasses and protective eye wear, and Needs Related Payments (NRP) needed to enable individuals to participate in WIOA Title I activities. Supportive services for youth as defined in WIOA Section 129(c)(2)(G) can additionally include assistance with educational testing, reasonable accommodations for youth with disabilities, and referrals to health care.

All WIOA-enrolled adults, dislocated workers, and out-of-school (OSY) and in-school youth (ISY) are eligible for supportive services as defined in WIOA Section 3(59). The exception is NRPs, which are a form of supportive service available only to adults, dislocated workers, and out-of-school youth (OSY) ages 18-24 who are enrolled in training.

### **Policies and Procedures**

1. Supportive services may be provided to customers enrolled in a WIOA and/or Special Program when it is determined **necessary** to enable participation in such programs and when the customers cannot afford to pay for such services on their own.
2. Prior to issuing any supportive services, program staff and/or customer must verify that these same services are not available through non-WIOA or Special Project funded sources to ensure the customer is not receiving duplicate services.
3. The attached Supportive Services Matrix (ATTACHMENT A) lists the allowable supportive services items available for customers of OWDB funded programs. Supportive services may be provided for Special Project participants if specified in the grant.
4. A Supportive Services Waiver must be submitted and documented for each item when the following applies:
  - a. The service is not on the Supportive Services Matrix; or
  - b. The cost of the service exceeds the maximum amount indicated on the Matrix

5. A Supportive Service Waiver must be approved by OWDB staff prior to providing the supportive services to the customer.
6. Payments may not be requested for expenses incurred **prior** to enrollment of any program. **Payments may not be requested for bad debts, i.e., late service charges, penalties, tickets, and/or fines.**
7. Where feasible, payments should be made payable to the entity providing the service. If a customer has provided adequate proof of payment (cash check, receipt for payment, \$0 balance invoice from company, etc), reimbursement may be payable to the customer. The customer's signature is required to document receipt of supporting documentation. Therefore, payment cannot be sent via U.S. Mail. Proof of payment must accompany a reimbursement request when submitted to the OWDB Program Analyst for reimbursement (along with monthly invoicing documents and supporting documentation).
8. When the policy specifies "one-time only" payment (e.g. rent and utilities) the service provider requesting the one-time payment must verify (and provide proof) the customer is able to make subsequent payments. WIOA funds should not be used to assist a customer into deeper debt.
9. WIOA customers who have been exited may receive supportive services for the 12-month follow-up period when necessary to enable the customer to participate in follow-up services.

### **Types of Supportive Services**

#### **A. Vouchers (Examples)**

Vouchers are pre-purchased and maintained by the service providers. Each provider is responsible for notifying the customer of their requirements to return a receipt(s) for items purchased in the amount of the voucher, and return a receipt(s) for items purchased in the amount of the voucher, and return the monetary balance, if applicable, before additional supportive services of any kind may be provided. For WIOA Youth, each service provider is responsible for purchasing and maintaining their supportive services including documentation.

Here are some examples of possible Vouchers and their uses:

##### **Gas Voucher**

When issuing gas vouchers in support of training, employment, or job search, it must be documented in case notes that appropriate documentation has been verified. Such documentation may include Internet travel mileage information (MapQuest, Google Maps, etc) and documentation of activity in your on job search tracking system.

##### **Food Voucher**

When food vouchers are issued, service providers must inform each customer of unacceptable nonfood items such as: magazines, tobacco or alcohol. Customer is required to provide a return receipt for items purchased.

##### **Work Attire Vouchers**

When clothing vouchers are issued service providers must provide insight as to the appropriateness of the work attire. Customer is required to return a receipt for items

purchased. Upon review of the receipt, if any of the purchases are disallowed or if a balance appears on the receipt, customer is required to return the difference of the voucher to staff.

**B. Reimbursement (customer)**

All supportive services reimbursement requests must be submitted on a payment request Template (a copy of the payment request is located in each WIOA Provider contract) and be accompanied by supporting documentation, i.e., copies of all appropriate receipts, invoices, or itemizations. Reimbursement in support of training, employment, or job search must be indicated in the case notes that appropriate documentation has been verified. Such documentation may include Internet travel mileage information (MapQuest, Google Maps, etc) and documentation of activity.

**SUPPORTIVE SERVICES PROCESS**

1. Each provider must assess the customer to determine if supportive services are needed. If need is demonstrated, service provider must submit the Supportive Services Request Form (along with supporting documentation) to the designated staff for approval.
2. The designated staff will review the forms and supporting documents and return the Supportive Services Request Form to the case manager. The form will show whether the request was approved or denied (if denied, there will be a reason for denial).
3. Document receipt of the supportive service on the Support Service Log.
4. Document supportive service in client's case files, CalJOBS activity, and CalJOBS Case notes.

Provider should submit all forms (Supportive Services Request, Payment Request, and Supportive Services Log) to OWDB Analyst along with supporting documentation for reimbursement.

**Required Documentation for Supportive Services**

Documentation of supportive services for customers relies solely on the service providers and must include the supportive services requests, approval, and verification of documents.

**1. Supportive Service Matrix (Attachment\_1)**

The Adult matrix outlines the pre-approved supportive services items available to customers unless a specific grant indicated otherwise. Special Projects – please refer to OWDB staff for guidance.

**2. Supportive Services Logs (Attachment\_2)**

Service providers must maintain all Supportive Services Logs to track vouchers or bus passes issued to customers and maintain inventory of any unused vouchers, receipts, or monetary change. This includes regular updates when inventory is replenished. Supportive services logs must be submitted to OWDB Analyst when submitting monthly invoices for reimbursements.

### **Limitations/Prohibitions**

Supportive Services may not be provided to Adults and Dislocated Workers after exit from the WIOA program.

Supportive Services may be provided to individuals enrolled in the Youth program for up to one year after the date of exit from the WIOA program, provided the service is necessary to retain employment or continue in a post-exit training program, and there is a financial need documented in the participant file.

Payments towards goods or services received prior to a participant's enrollment in the WIOA program are prohibited.

The following may not be paid for with WIOA funds:

- Fines or penalties
- Legal fees
- Bad debts
- Payments for participant memberships, dues, or subscriptions unless it is a specific requirement of a training program or necessary and reasonable as a condition of employment
- Cigarettes or alcoholic beverages
- Firearms or ammunition
- Purchase of goods or services illegal under any federal state, local, or municipal law or statute
- Payments for real or personal property that bears title (automobiles, homes, etc.)

### **References**

- WIOA Section 3(59)
- WIOA Section 134(d)(2)
- 20 CFR 680.330, 680.900, 680.910 and 980.920 – Adult and Dislocated Workers
- WIOA Section 129(c)(2)(G) – Youth
- 20 CFR 681.570 – Youth

*Any discrepancies arising between OWDB policy and or procedures with federal and state provisions due to current or future revisions will default to the current minimum federal and state regulations and guidance available. OWDB policy and or procedures may set forth stricter requirements than provided by federal and state guidance, but in no case will OWDB policy and or procedures not meet minimum federal and state policy.*

### **Action Required:**

This information should be disseminated to all agency & provider staff.

**Inquiries:**

Questions regarding this policy should be directed to the Oakland Workforce Development Board:

City of Oakland Economic & Workforce Development  
c/o Executive Director – Workforce  
250 Frank Ogawa Plaza, Suite 3315  
Oakland, CA 94612

**Effective Date:**

07/01/2016 (Retroactive date)

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## ***Appendix E: Sample of City of Oakland Professional Service Agreement***

# **SAMPLE**

## **(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](mailto:vinman@oaklandnet.com).

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 its 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)

- 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 (RFP), 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 1<sup>st</sup> 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 15<sup>th</sup> 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.

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**

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

FY 2019 - 2020 Qtr _____				
Performance Report for: _____				
Reporting Period Covered: 7/01/2019 – 6/30/2020				
<b>SUMMARY OF INFORMATION</b>				
		<b>Adult</b>	<b>Dislocated Worker</b>	<b>&amp; of Goal Adult DW</b>
Total Carryforward (2018-2019)				
Total Enrolled				
	Veterans			
	Re-Entry			
	English Language Learners			
	Public Assistance/Low Income			
	Basic Skills Deficient			
Total Co-Enrolled				
Total Exiters				
<b>PERFORMANCE OUTCOMES</b>				
		<b>Priority Sectors</b>		<b>Non- Priority Sectors</b>
		<b>Adult</b>	<b>DW</b>	<b>Adult DW</b>
Basic Career Services				
Individualized Career Services				
Training Services				
	<b>Priority Sectors</b>			
	On-the-job Training (OJT)			
	Customized/Cohort Training (CT)			
	Work Experience			
	Individualized Training (ITA)			
Credential Attainment				
Measurable Skills Gain				
<b>EMPLOYMENT OUTCOMES</b>				
		<b>Adult</b>	<b>DW</b>	<b>% if Goal AD DW</b>
Total Employed				

**Request for Proposals – AJCC Career Services Providers-Comprehensive Career Services Provider/One Stop Operator**

	Healthcare				
	Advanced Manufacturing				
	Transportation, Distribution and Logistics				
	Digital Media/ICT				
	Retail/ Hospitality				
	Construction				
	Other Non-Priority Sector				
Adv. Training/Post-Secondary Education					
Average Hourly Wage					
<b>BUSINESS ENGAGEMENT OUTCOMES (Please provide sign in sheets)</b>					
Employer Retention					
Repeat Business					
Rapid Response Assistance					
	Total # of Attendees	# of WIOA Customers Hired			
		Adult	DW		
On-Site Recruitments (Please provide documentation of employment and sign in sheets)					
<b>NONDISCRIMINATION &amp; EQUAL OPPORTUNITY COMPLIANCE</b>					
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)					
<b>Compliance</b>		<b>Adult</b>	<b>DW</b>		
	# of Limited English Proficiency (LEP) Identified				
	# of Language Preference Forms (Completed)				
	Nondiscrimination & Equal Opportunity Training- Provided to AJCC Staff (in this reporting period)				
	Discrimination/Grievances (made in this reporting period)				
<b><u>Please attach a copy of your Training Expenditure Report. Please make sure that the report has training by customer, training by sector, training by funding source, and credentials/certificates earned.</u></b>					
(Please use the area below for any additional comments or questions)					

## 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, terminations, separations, etc).

5) Please describe any training or technical assistance needs.

6) Please describe any staff development/training activities.

Executive Director \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

## ***Appendix G: Stand-Alone Schedules Required Prior to Contract Award***

### **SCHEDULE E-2 (OAKLAND WORKFORCE VERIFICATIONS)**

An interactive version of this form can be downloaded from Contract s 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](mailto:ppeav@oaklandnet.com) or phone number 510-238-6449.

**AND**

### **SCHEDULE Q (INSURANCE REQUIREMENTS)**

An interactive version of this form can be downloaded from Contract s 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](mailto:ppeav@oaklandnet.com) or phone number 510-238-6449.

## Request for Proposals – AJCC Career Services Providers-Comprehensive Career Services Provider/One Stop Operator



## 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	1	2	3
						Valid Photo ID	Other Proof of Oakland Residency	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	1	2	3
						Valid Photo ID	Other Proof of Oakland Residency	DE6



## 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.

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 H: 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 Schedule<sup>1</sup>” 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

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<sup>1</sup> 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 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](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](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 111478 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>.
- 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 <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>

**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.*