



**Request for Proposals (RFP) for
Contracted Education in
San Diego County's Priority Sectors**

Issued – April 11, 2016

**Proposal must be received no later than
3:00 p.m. Pacific Daylight Time (PDT)
May 31, 2016
ABSOLUTELY NO EXCEPTIONS**

An Equal Opportunity Employer
Auxiliary aids and services are available upon request to individuals with disabilities

Request for Proposals (RFP) for Contracted Education in San Diego County’s Priority Sectors

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Request for Proposals (RFP) for Contracted Education in San Diego County's Priority Sectors

1. REQUEST FOR PROPOSALS INTRODUCTION

The San Diego Workforce Partnership, Inc. (SDWP) is issuing this Request for Proposals (RFP) to interested “institutions of higher education” to provide training that leads to industry-recognized certificates or credentials in San Diego’s five Priority Sectors: [Advanced Manufacturing](#)¹, [Life Sciences](#),² [Information and Communication Technologies \(ICT\)](#),³ [Health Care](#)⁴ and [Clean Energy](#).⁵ The purpose of this RFP is to procure five Contracted Education programs for the period of performance from June 27, 2016 to June 30, 2017.

Only Workforce Innovation and Opportunity Act (WIOA) eligible Dislocated Worker (DW) participants from the America’s Job Center of California (AJCC) shall participate in the Contracted Education programs. The AJCC network determines DW eligibility for program participants. SDWP and the AJCC network shall assist the winning Respondent(s) with recruiting and enrolling these DW participants from the AJCC network into the Contracted Education programs.

Institutions of higher education are those that meet the following criteria:

- Admits as regular students only persons having a certificate of graduation from a school providing secondary education, or the recognized equivalent of such a certificate;
- Is legally authorized within the state to provide a program of education beyond secondary education;
- Provides an educational program for which the institution awards a bachelor’s degree or provides no less than a two-year program that is acceptable for full credit toward such a degree;
- Is a public or other nonprofit institution (including private nonprofit institutions); and
- Is accredited by a nationally recognized accrediting agency or association, or if not so accredited, is an institution that has been granted pre-accreditation status by such an agency or association that has been recognized by the Secretary for the granting of pre-accreditation status, and the Secretary has determined that there is satisfactory assurance that the institution will meet the accreditation standards of such an agency or association within a reasonable time.

The institution of higher education term also includes:

- Additional institutions [20 USC 1001 subsection (b)]
- A proprietary institution of higher education [20 USC 1001 subsection (b)]
- A postsecondary vocational institution [20 USC 1001 subsection (c)]

For more information regarding institutions of higher education, view the Employment Development Department (EDD) workforce services directive, WSD13-13.⁶

All Respondents must provide proof of accreditation (or equivalent) with their proposal submission as indicated in **Section 1.7. Institution’s Proof of Accreditation or Equivalent**.

Respondents are invited to submit proposal(s) in accordance with the instructions in this RFP.

¹ workforce.org/sites/default/files/pdfs/reports/industry/bi-fold_advanced_manufacturing_2014-09-16.pdf

² workforce.org/sites/default/files/pdfs/reports/industry/bi-fold_ls_2014-09-16_0.pdf

³ workforce.org/sites/default/files/pdfs/reports/industry/bi-fold_ict_2014-09-16.pdf

⁴ workforce.org/sites/default/files/pdfs/reports/industry/bi-fold_hc_2014-09-16.pdf

⁵ workforce.org/sites/default/files/pdfs/reports/industry/bi-fold_clean_energy_2014-09-16.pdf

⁶ edd.ca.gov/Jobs_and_Training/pubs/wsd13-13.pdf

1.1. Solicitation

Part of SDWP’s mission is to close the skills gap in San Diego County’s Priority Sectors: Advanced Manufacturing, Life Sciences, ICT, Health Care and Clean Energy. Employers report that finding workers with the right skills and experience is one of the top barriers to growth and expansion. SDWP also understands that job seekers may not be aware of all the career pathway opportunities, skill requirements and employer expectations for the jobs available in these Priority Sectors. Driven by our research, SDWP is using Contracted Education to help close the skills gap in the region’s Priority Sectors.

1.2. Available Funding

SDWP anticipates issuing five contracts for five Priority Sectors. Respondents must identify the sector in San Diego County that they will serve. **Respondents may submit only one proposal per sector. If Respondents submit proposals for more than one sector, a separate proposal must be submitted for each sector.**

The budget for each Contracted Education program is as follows:

| Priority Sector | Budget | Number of Contracts |
|------------------------|-----------|---------------------|
| Advanced Manufacturing | \$45,000 | 1 |
| Life Sciences | \$45,000 | 1 |
| ICT | \$45,000 | 1 |
| Health Care | \$45,000 | 1 |
| Clean Energy | \$45,000 | 1 |
| Total | \$225,000 | 5 |

1.3. Submittal of Proposals

SDWP must receive the proposal(s) marked “(Name of Agency and Name of Sector) Contracted Ed Proposal” no later than **3:00 p.m., PDT, Tuesday, May 31, 2016**. Submit one (1) proposal with original signatures, seven (7) copies, and one electronic copy in Microsoft Word format on a USB flash drive to:

Evelyn Ramirez, Operations Analyst
3910 University Avenue, Suite 400
San Diego, CA 92105

Late proposals will not be accepted. SDWP will provide a receipt verifying the time and date the proposal is received. If Respondents send their proposals via U.S. Postal Service, UPS, or any other type of delivery service, Respondents are responsible for requesting proof of delivery date and time from their chosen carrier.

1.4. RFP Schedule and Timeline

Beginning **April 11, 2016**, the RFP will be available to download from SDWP’s website workforce.org/rfqrfp-opportunities. If you are unable to download the RFP, please email ContractEdRFP@workforce.org. The following table outlines the RFP’s schedule and timeline.

| Item / Event | Date |
|---|---|
| Request for Proposals (RFP) Issued | April 11, 2016 |
| Respondents’ Orientation | April 28, 2016 (9:30 a.m.-11:00 a.m., PDT) |
| Last Day to Submit Questions | May 23, 2016 (5:00 p.m., PDT) |
| Notice of Intent to Submit a Proposal Requested | May 23, 2016 (5:00 p.m., PDT) |

| | |
|--|----------------------------------|
| Last Day Answers Posted on Website | May 26, 2016 |
| Proposals Due <ul style="list-style-type: none"> • Proof of Institution’s Accreditation Due • Conflict of Interest Disclosure Form Due | May 31, 2016 (3:00 p.m., PDT) |
| Workforce Development Board Recommendation (if applicable) | June 16, 2016 |
| San Diego Consortium Policy Board Recommendation (if applicable) | June 24, 2016 |
| Effective Date of Contracts | June 27, 2016 |

1.5. Respondents’ Orientation (Optional)

SDWP will provide a Respondents’ Orientation to present the RFP requirements and address questions. All questions posted during the Respondents’ Orientation will be compiled and posted on SDWP’s website. No other communication besides written questions are allowable as per Section 1.8. RFP Questions. The Respondents’ Orientation will be held on **Thursday, April 28, 2016 from 9:30 a.m., to 11:00 a.m., PDT**, at SDWP, 3910 University Ave., San Diego, CA 92105 (Central Executive Boardroom, 4th Floor). Attendance to the Respondents’ Orientation is not required to submit a response to this RFP.

1.6. Notice of Intent to Submit a Proposal

Notice of Intent to Submit a Proposal – Attachment A is requested of all organizations planning to submit a proposal. The Notice of Intent to Submit form is attached and will also be available at the Respondents’ Orientation. Providing a Notice of Intent to Submit does not commit the Respondent to submitting a proposal. All Notices of Intent to Submit are requested by **5:00 p.m. PDT, Monday, May 23, 2016**, to:

Email: ContractEdRFP@workforce.org
San Diego Workforce Partnership
3910 University Avenue, Suite 400
San Diego, CA 92105

1.7. Proof of Institution’s Accreditation or Equivalent (Required)

The proof of accreditation or equivalent will establish a Respondent’s qualifications as an institution of higher education. Respondents must provide proof of accreditation by a nationally recognized accrediting agency or association, or – if not so accredited – proof that the institution that has been granted pre-accreditation status by such an agency or association that has been recognized by the Secretary for the granting of pre-accreditation status, and that the Secretary has determined that there is satisfactory assurance that the institution will meet the accreditation standards of such an agency or association within a reasonable time.⁷

One (1) copy of proof of institution’s accreditation or equivalent is due **no later than 3:00 p.m. PDT, Tuesday, May 31, 2016** to:

Attn: Evelyn Ramirez, Operations Analyst
3910 University Avenue, Suite 400
San Diego, CA 92105

1.8. RFP Questions

To ensure a fair and objective evaluation, questions related to the RFP that arise after the Respondents’ Orientation must be submitted via e-mail to: ContractEdRFP@workforce.org. Written questions will be accepted through **5:00 p.m., PDT Monday, May 23, 2016**. Questions received after the deadline will not be answered.

⁷ edd.ca.gov/Jobs_and_Training/pubs/wsd13-13.pdf

Written responses to questions received by SDWP will be posted on the website, workforce.org/rfqrfp-opportunities. The last date SDWP will post answers to questions is Thursday, May 26, 2016. If the website is unavailable, SDWP will email the questions and responses to the Respondents who submitted a **Notice of Intent to Submit a Proposal – Attachment A**. It is the Respondent’s responsibility to check the website on a regular basis for updated information and written responses to all questions submitted.

NOTE: With the exception of the Respondents’ Orientation, oral questions will NOT be accepted.

Only the responses on the website or those emailed directly from SDWP are considered clarifications to the instructions contained in this RFP. In the event that responses modify any of the terms, conditions, or provisions of this RFP, documentation will be given via a subsequent amendment to the RFP. **No other sources of responses or clarification are considered valid.**

Respondents are strictly prohibited from contacting members of the Workforce Development Board (WDB), San Diego Consortium Policy Board (Policy Board), Adult Programs Committee (APC), San Diego Youth Council (Youth Council) or SDWP staff other than as stated in Section 5.8. Conflict of Interest.

1.9. Addenda to this RFP

At the discretion of SDWP, if it becomes necessary to revise any part of this RFP, an addendum will be posted on SDWP’s website, workforce.org/rfqrfp-opportunities.

Respondents are responsible for checking the SDWP website frequently to remain informed about the procurement process, receive addenda to the RFP, read responses to questions and remain updated on other information that may affect this RFP. If you have difficulty or problems accessing the website or downloading information, please contact Evelyn Ramirez, Operations Analyst, at (619) 228-2954 or ContractEdRFP@workforce.org.

1.10. Right to Cancel

SDWP reserves the right to delay, amend, reissue or cancel all or any part of this RFP at any time without prior notice. SDWP also reserves the right to modify the RFP process and timeline as deemed necessary.

This RFP does not commit SDWP to accepting any proposal, nor is SDWP responsible for any costs incurred by the Respondents in the preparation of responses to this RFP. SDWP reserves the right to reject any or all proposals, to accept or reject any or all items in the proposal, and to award the contracts in whole or in part as is deemed to be in the best interest of SDWP. SDWP reserves the right to negotiate with any Respondent after proposals are reviewed, if such action is deemed to be in the best interest of SDWP.

2. BACKGROUND INFORMATION

2.1. Organizational Overview

SDWP is a 501(c)(3) tax-exempt organization chartered by the County and the City of San Diego to fund job training programs in the San Diego region. SDWP’s primary funding is allocated by the Department of Labor under the provisions of WIOA.

SDWP’s mission is to empower job seekers to meet the current and future workforce needs of employers in San Diego County. The vision of SDWP is that every business in our region has access to a skilled workforce and every job seeker has access to meaningful employment.

For additional information, please visit workforce.org.

2.2. SDWP Governance

SDWP, under the leadership of the Workforce Development Board, formerly known as Workforce Investment Board (WIB), and the Policy Board, is responsible for the fiscal and programmatic administration of federal employment and training funds for the City of San Diego and County of San Diego under a Joint Powers Agreement (JPA).

SDWP Boards provide the framework for administering federal, state, and local funding to provide workforce development activities that increase individuals' earnings and skills, and are responsive to business' needs.

The Policy Board is comprised of two San Diego City Council members, two San Diego County Supervisors, and one business representative appointed by the United Way. The Policy Board oversees funding and policy development under WIOA. The Policy Board appoints the members of the WDB.

The WDB is a federally mandated board that shares responsibility with the Policy Board for overseeing funding and policy development under WIOA. The Board's expertise is in labor market conditions and the development of effective responses to regional economic needs.

There are two other bodies that oversee SDWP's activities. The Youth Council, a sub-committee of the WDB, is the primary body providing expertise in youth policy and is responsible for oversight of the contracted youth workforce development services and programs. The Adult Programs Committee (APC), also a sub-committee of the WDB, is the primary body providing expertise in adult and dislocated worker policy and is responsible for oversight of the contracted adult and dislocated worker workforce development services and programs. The APC oversees the operations and performance of the AJCC network in the San Diego region.

For more information about SDWP and its boards please visit workforce.org/boards.

2.3. Roles and Responsibilities of SDWP

Roles and responsibilities of SDWP include:

- Administering procurement process to select Contracted Education provider;
- Assisting the Contractor with promoting the Contracted Education programs at the AJCC network to recruit WIOA eligible Dislocated Workers;
- Allocating funds and paying invoices as agreed upon in the service agreement;
- Monitoring and reporting Contractors' performance and quality of service;
- Developing and providing technical assistance to Contractors' staff;
- Informing Contractors of federal and state policies, procedures and rules that may impact the operations of the program(s), and giving assistance as needed to implement them accordingly;
- Preparing grant plans and/or modifications as required for all funding sources; and
- Ensuring compliance with all rules, regulations and procedures issued by all funding sources.

The roles and responsibilities may be refined and changed as:

- Federal and state law and requirements are enacted and implemented covering the workforce development system;
- Regulations and procedures are developed or changed by the U.S. Department of Labor (DOL); and
- SDWP's governing boards adopt local direction and procedures.

2.4. Roles and Responsibilities of the America's Job Center of California Network

Roles and responsibilities of AJCC network include:

- Determining participants who are WIOA eligible for Dislocated Worker training programs;
- Referring interested WIOA eligible Dislocated Worker participants to the winning Respondent's Contracted Education program(s);

- Case managing participants and entering the Contracted Education program activity into CalJOBSSM, which is California’s online resources to help job seekers and employers navigate the state’s workforce services; and
- Continuing to assist participants with career search and placement in employment as part of the AJCC network’s responsibilities.

2.5. Roles and Responsibilities of the Contractor

Roles and responsibilities of the Contractor include:

- Promoting Contracted Education programs to the AJCC network job seekers;
- Assessing referrals from the AJCC network to determine if prospective participants are capable of and eligible of completing the Contracted Education program(s);
- Providing training to WIOA eligible participants that would lead to an industry-recognized certification related to the Priority Sectors;
- Tracking students’ participation and attendance in the Contracted Education program;
- Tracking and reporting participants’ statuses at the midpoint of training to inform SDWP whether or not participants are on track of completing the program;
- Submitting invoices and required reports as indicated in the service agreement; and
- Providing an industry-recognized certification or credential for participants who successfully complete the Contracted Education program.

3. CONTRACTED EDUCATION PROGRAM DESCRIPTION

3.1. Scope of Work

This RFP is intended to provide Contracted Education for in-demand jobs in San Diego County’s Priority Sectors. In-demand jobs may include, but are not limited to, the following per sector:

Advanced Manufacturing

- Welders
- Assemblers and fabricators
- CAD/CAM technicians
- Quality assurance technicians
- CNC machinists
- Conventional machinists
- Quality inspectors
- Engineering technicians

Clean Energy

- Energy auditors
- Construction or project managers
- Building inspectors
- HVAC technicians
- Weatherization specialists
- Sales representatives
- Documentation specialists
- Photovoltaic installers or designers
- Electricians
- Plumbers

Life Sciences

- Regulatory affairs specialists
- Quality assurance specialists
- Quality control associates or coordinators
- Compliance officers
- Laboratory technicians
- Materials handlers
- Supply-chain technicians
- Clinical laboratory scientists
- Research associates or assistants
- Bioinformatics researchers

Health Care

- Registered nurses
- Licensed vocational nurses
- Medical coders
- Medical records and information technicians
- Medical laboratory technicians
- Certified nursing assistant
- Clinical laboratory scientists
- Medical billers

Information and Communication Technologies

- Information security analysts
- Database administrators
- Software developers, applications
- Software developers, systems software
- Computer systems analysts
- Computer programmers
- Web developers
- Network and computer systems administrators

Respondents must indicate the in-demand job(s) and Priority Sector that the proposed training program will focus on. If the job is not listed above, Respondents must provide evidence of future job growth in the occupations to be trained for.

Institutions of higher education located close in proximity to and/or have strong relationships with Priority Sector employers are encouraged to apply.

The winning Respondent (Contractor) will be required to:

- Work with SDWP and the AJCC network to promote the training program to WIOA eligible Dislocated Workers⁸;
- Use the ACT WorkKeys and/or ACT National Career Readiness Certificate (NCRC)⁹ tool to assess participants' ability to successfully complete the training before enrolling participants into the training program; and
- Provide training that would lead to an industry-recognized certificate or credential for participants who complete the program.

Training must be delivered sometime between June 27, 2016 and June 30, 2017.

3.2. Provision of Contracted Education to WIOA Eligible Dislocated Workers

SDWP funds the AJCC network, which provides employment and training resources to job seekers throughout San Diego County. The AJCC network determines the WIOA eligibility of the individuals to participate WIOA-funded training programs. The winning Respondent shall be responsible for developing the training curriculum and promoting the Contracted Education program at the AJCC network to recruit these WIOA eligible participants.

4. REQUIRED PROPOSAL FORMAT AND ATTACHMENTS

The proposal must clearly demonstrate the Respondent's ability to provide the requested Contracted Education programs for San Diego's Priority Sectors. The following outlines the format requirements to be met for eligible consideration and documents that must be submitted with the proposal.

4.1. Required Documents and Page Limits

Respondents must include the following documents and must adhere to the following page limits:

- Title Page (*Section 4.3.*) – 1 page limit
- Table of Contents (*Section 4.3.*) – no page limit
- Executive Summary (*Section 4.3.*) – 1 page limit
- Proposal Content (*Section 4.4.*) – 8 page limit

⁸ WIOA eligible Dislocated Workers are job seekers who have been determined by the AJCC network to be eligible for WIOA training funds. The Contractor shall not be responsible for determining WIOA eligibility.

⁹ act.org/certificate

- Budget Shell and Budget Narrative (*Section 4.5.*) – no page limit
- Required Attachment: Conflict of Interest Disclosure Form (*Section 5.8.*) – no page limit
- Required Attachment: Institution’s Proof of Accreditation or Equivalent (*Section 1.7.*) – no page limit
- Optional Attachment: Sample of Previous or Related Curriculum – no page limit

Note: Conflict of Interest Disclosure Form – Attachment B must be submitted even if Respondent does not have a potential conflict.

SDWP shall remove any excess pages from proposals exceeding these page limits before the proposals are distributed for review and evaluation.

4.2. Formatting Requirements

The following formatting requirements are preferred:

- Font size: 12 point
- Font: Times New Roman
- Margins: At least one inch
- Line spacing: Double-spaced
- Pages: Single-sided
- Pages numbered sequentially
- Language: English

4.3. Title Page, Table of Contents and Executive Summary (5 points)

Title Page

Respondents must include a title page that states:

- Company name, address, phone number, website and federal tax identification number;
- Proposed sector;
- Name of the person authorized to negotiate contracts and make decisions for the organization including the phone number, fax number and email address; and
- Authorized signature and submittal date.

Table of Contents

Respondents must include a table of contents that shows a clear identification of the material in the proposal by section and by page number.

Executive Summary

Respondents must include an executive summary that provides a brief overview of the entire proposal including:

- A summary of the Respondent’s qualifications to provide Contracted Education;
- An overview of the proposal’s contents; and
- The costs associated with services and the estimated number of participants that can be served within the allocated budget.

4.4. Proposal Content (65 points total)

The proposal content must not exceed eight (8) double-spaced pages and must include the following information:

Description of the course(s) offered to meet the Section 3.1 Scope of Work:

- What is the duration of the training?
- What is the training curriculum?
- Which jobs is this Contracted Education preparing training participants for? Which skills are taught?
- Which employers provided input to the training curriculum?

- What types of employers would hire from this type of training?

Description of how the Contracted Education program will be delivered to WIOA eligible Dislocated Workers:

- How many participants will be trained with this program? Will there be more than one cohort?
- How will participants be recruited (e.g., promotional workshops, reverse referrals) from the AJCC network to apply to the program?
- How will the Respondent incorporate the ACT WorkKeys and/or ACT National Career Readiness Certificate tool to assess participants' ability to successfully complete the training before enrolling participants into the program?
- Which industry-recognized certifications or credentials would this program lead to?
- How would participants with limited transportation be able to access the program? Is the training location easily accessible?

Description of why Respondent's institution is qualified to provide training that would lead to employment in the selected Priority Sector:

- Is the Respondent and/or the Respondent's training program(s) located in close proximity of the selected Priority Sector's employers?
- Does the Respondent and/or the Respondent's training program(s) have a strong relationship with the selected Priority Sector's employers?
- Does the Respondent provide letter(s) of support from employers or other evidence, proving employer support for the program?

4.5. Cost Reasonableness of Proposed Budget (30 points)

Estimated funding amounts are listed in *Section 1.2 Estimated Funding*. No Respondent may exceed the estimated funding amounts. The overall line-item detail budget should provide a high-level snapshot of the Respondent's total budget. Respondents must submit a budget shell and budget narrative (**Budget Shell and Budget Narrative – Attachment C**). The budget shell and budget narrative indicates all line-item costs associated with the Contracted Education program and justifies the need for all costs built into the line-item detail and the methodology used to derive each cost.

5. EVALUATION PROCESS AND CONTRACT AWARD

5.1. Compliance Review

Upon receipt of proposals, staff will review submitted proposals for completeness and technical compliance with the terms and conditions of the RFP. All proposals must include all of the requested information, all sections awarding points, completed forms and attachments. **Proposals that do not include the following will be determined non-responsive and will not be considered for funding.**

- Proposal Content (Section 4.4.); and
- Budget Shell and Budget Narrative (Section 4.5).

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

5.2. Evaluation Criteria

SDWP shall put together a RFP scoring panel of community leaders, board members and outside experts who will score and rank all proposals that meet the compliance requirements described in *Section 5.1 Compliance Review*. The RFP scoring panel will score and rank all proposals using the criteria described within the RFP and make a recommendation for funding based on the evaluation scores.

Respondents must have a total average score of 80 points or higher to be recommended for funding. The table below provides a summary of the required proposal sections and scoring methodology of this RFP:

| Proposal Section | Possible Points |
|---|-----------------|
| Title Page, Table of Contents and Executive Summary (Section 4.3) | 5 |
| Proposal Content (Section 4.4) | 65 |
| Cost Reasonableness of Proposed Budget (Section 4.5) | 30 |
| Conflict of Interest Disclosure Form (Section 5.8) – Required | 0 |
| Institution’s Proof of Accreditation or Equivalent (Section 1.7) – Required | 0 |
| Total | 100 |

SDWP reserves the right to recommend multiple proposals (as applicable) to governing boards. In the event that the primary Respondent recommended fails to provide services outlined in the agreement and proposal, SDWP may use an alternate Respondent to perform services based on a score of 80 points or higher, and, if applicable, approved by the governing board.

5.3. Selection

The RFP scoring panel will recommend the successful Respondent whose proposal is determined to best meet the needs of SDWP based on the evaluation criteria discussed above.

The selection of the successful proposal will be based upon information supplied by the Respondent in response to this RFP and upon other information that will be obtained by the RFP scoring panel, as deemed necessary. The lowest-cost proposal may not be determined to be the most responsive when all factors of evaluation of the proposal have been considered. However, the quoted budget will be an important factor in the determination of the successful proposal.

SDWP reserves the right to negotiate with any Respondent after proposals are opened, if such action is deemed to be in the best interest of SDWP.

5.4. Appeals Process and Access to Evaluation Information

The information below outlines the appeals process and procedure to access evaluation information. An appeal will only be considered valid if there has been a violation of the procurement process as outlined by the RFP was violated in some manner.

An appeal would not be allowed:

- To contest individual scores, the rating system, or dissatisfaction with the evaluation results unless there is a violation of the process as outlined above, or
- By those other than RFP Respondents.

The appeals process shall consist of the following steps:

- A written letter of appeal must be delivered to SDWP Operations Department at procurement@workforce.org.
- The written appeal shall specify evidence for valid appeal and the specific relief sought.
- The written appeal must be received by SDWP within three (3) business days from the date the RFP recommendation is first publicly posted on SDWP’s website. Pursuant to the Ralph M. Brown Act (Cal. Gov’t Code §54950 et al.), the agenda for a public meeting shall be posted no later than 72 hours prior to the meeting being held. Therefore, the agenda for the Thursday, June 16, 2016 WDB meeting

shall be posted no later than Monday, June 13, 2016 at: workforce.org/boards. If the website is unavailable on this date, SDWP will email the agenda to the addresses on the SDWP RFP contact list.

- A designated third-party appeals review panel comprising non-SDWP staff shall have 10 business days to determine if the criteria for a valid appeal have been met. The decision of the review panel shall be final with no provision for reconsideration.

Access to Score Sheet and Comments

Individual score sheets and comments used during the evaluation process may be provided in the form of summaries as prepared by SDWP staff. Actual individual scores sheets will not be disclosed. These summaries will be provided to applicants of the RFP who submit a written request. Requests for this information shall be responded to within 10 business days of the Policy Board reviewing the final contract recommendations and any appeals submitted. The purpose for releasing this information is for technical assistance and continuous improvement and not for purpose of an appeal.

5.5. Board Action

Depending on the amount of the contract, SDWP may submit the recommended proposals to SDWP's governing boards for approval. If applicable, recommended proposals will be presented at the WDB meeting on June 16, 2016 and at the Policy Board meeting on June 24, 2016. These dates are subject to change at the discretion of SDWP. Respondents are advised that the WDB and the Policy Board must approve the final selection, based upon the results of the evaluation process and the recommendations of the proposal scoring Panel.

5.6. Contract Award

The term of the contract is June 27, 2016 through June 30, 2017. These target dates are subject to revision. Once the successful Respondent(s) are approved, arrangements will be made to begin contract negotiations and contract implementation.

5.7. Negotiation/Contract

All Respondents must designate an authorized negotiator. The name and contact information for this person must be included on the title page of the proposal. This designated person must be empowered to make binding commitments for the successful Respondent and its subcontractors, if any. SDWP reserves the right to negotiate the final terms of the contract agreements with the successful Respondent(s). Items that may be negotiated include, but are not limited to, the scope of work, the staff as proposed, budget, the implementation schedule and the final award amount.

5.8. Conflict of Interest

Respondents are required to list any and all individuals who contributed to the preparation of the proposal in the **Conflict of Interest Disclosure Form – Attachment B**. Disclosure of any actual or potential conflicts of interest relative to this RFP is required. **All Respondents must fill this out and submit if even if there are no actual or potential conflicts of interest.**

5.9. Ex-Parte Communication

It is the policy of SDWP to prohibit ex-parte communication with any board member (Policy Board, WDB, APC or Youth Council), SDWP staff, consultants or other persons serving as an evaluator during the procurement process. Respondents that directly contact board members or evaluators risk elimination of their proposals from further consideration.

Any written communication to a board member or evaluator from potential Respondents will be distributed to all board members and evaluators. Collaboration with members of the various SDWP boards and committees on or about the proposal is a violation of the ex-parte communication rule. However, recognizing the value that such collaborations may bring to our system, SDWP has developed **Conflict of Interest Disclosure Form – Attachment B** to ensure that these types of arrangements do not place Respondents in jeopardy. **All**

Respondents MUST include Conflict of Interest Disclosure Form – Attachment B, even if no real or potential conflicts exist. Financial relationships with Respondents will disqualify a Policy Board, WDB, Youth Council or APC member from participating in the discussion and voting to fund proposals and will also disqualify any individual from evaluating proposals.

NOTE: Under no circumstances may an individual who is part of the Proposal Scoring Panel collaborate with any Respondent. All individuals on the Proposal Scoring Panel will be asked to sign the “Conflict of Interest Certification for Request for Proposal” stating they have not collaborated with any Respondent.

All proposals submitted to the SDWP must include a **Conflict of Interest Disclosure Form – Attachment B.**

5.10. Cooling Off Period

SDWP, the WDB and the Policy Board shall not approve or contract with, and shall reject any bid or proposal submitted by, an individual or entity who within the preceding twelve (12) months was themselves or employs anyone who:

1. Is a current, dismissed, separated, or formerly employed person of SDWP, and
 - a. Was employed in any position(s) of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in the negotiations, transactions, planning, arrangements, or any part of the decision making process relevant to the proposed contract/service agreement, or was or is employed in a role of substantial responsibility in the same general subject area as the proposed contract; or
 - c. Is an owner, officer, principal, partner, or major shareholder of the proposed Contractor.

This prohibition will apply to any qualified person(s) leaving the employ of SDWP, and will apply at all times during the twelve-month period beginning on the date the person left the employment of SDWP. This policy will apply to procurements issued or contracts executed for program-related services and not to internal SDWP operational support executed within that twelve-month period. Potential Respondents must detail any Cooling Off Period disclosures on the required **Conflict of Interest Disclosure Form – Attachment B.** The San Diego Policy Board may, upon a showing of special circumstances that would justify the approval of such a contract, waive this prohibition.

5.11. Communications

SDWP takes sole responsibility for any and all outreach and distribution of information about the status of contracts and/or public relations matters to the media and/or other parties. Any and all media or information inquiries about SDWP contracts and/or public relations matters should be immediately directed to SDWP’s communications team at communications@workforce.org or (619) 228-2904.

5.12. Contract Terms and Litigation Warranty

SDWP will negotiate contract agreements with the successful Respondent(s). SDWP’s standard contract terms are included in the **Service Agreement Contract Template – Attachment D.** These will be the terms and conditions used by SDWP in its contract, and will form the basis for contract negotiations.

The RFP, any addenda, and the Respondent’s response shall also become part of the contract agreement between SDWP and the Respondent. SDWP is not responsible for oversights in this RFP that are not brought to the attention of SDWP prior to starting contract negotiations.

Respondents, by submitting a proposal, warrant that they are not currently involved in litigation or arbitration concerning their performance as it relates to the same or similar services to be supplied pursuant to the referenced contract and that no judgments or awards have been made against the Respondents on the basis of their performance in supplying the same or similar services, unless such fact is disclosed to SDWP in the proposal(s). Disclosure will not automatically disqualify the Respondents; however, SDWP reserves the right

to evaluate proposal(s) on the basis of facts surrounding such litigation or arbitration. These will be reviewed and decided upon at the discretion of SDWP.

5.13. Funding Warranty

Respondents, by submitting a proposal, warrant that in the preceding three (3) years they have not had one or more public transactions (federal, state, or local) terminated for cause or default.

5.14. Work for Hire

Respondent agrees that all intellectual properties created by the Respondent in the course of performance of Respondent's duties under a contract with SDWP, including without limitation, all patentable and copyrightable inventions and recordings, in every format, are each a "work for hire" and are the sole and exclusive property of the State of California, except as provided in CFR 97.34 where it is the property of DOL.

In the event the contract does not qualify as a "work for hire" agreement, in partial consideration for the compensation paid to the Respondent pursuant to the contract, the Respondent hereby irrevocably assigns to SDWP, on behalf of the State and DOL, in perpetuity, all of the Respondent's rights, title, and interest in and to all copyrights, patents, know-how, and other forms of intellectual property created by the Respondent in the course of performance of Respondent's duties under a contract with SDWP.

Respondent agrees to execute any forms of assignment or transfer reasonably requested by SDWP during or following the term of this Contract in order to evidence the foregoing agreement of the parties.

5.15. Restriction on Disclosure

Confidential information: Any information deemed confidential or proprietary by the Respondent must be clearly marked and identified by the Respondent as such and include an explanation of why such information is exempt from disclosure under applicable law. Such clearly marked and identified confidential or proprietary information will be protected and treated with confidentiality only to the extent permitted by law. Information not protected from disclosure by law will be considered a public record.

If the Respondent does not mark information as confidential or proprietary, SDWP will assume that the Respondent believes such unmarked data may be released to the public.

Proposals will be received, maintained, and disclosed to the public consistent with the California Public Records Act and the Freedom of Information Act. Proposals will be exempt from disclosure until the evaluation and selection process has been completed. Respondents should be aware that SDWP is required by law to make its records available for public inspection and copying, with certain exceptions (see California Public Records Act, California Government Code Section 6250 et seq. and the Freedom of Information Act - 5 U.S.C. Sec. 552).

Proposals submitted in response to RFP, amounts actually paid by the government under a contract, and cost and pricing data incorporated into a contractual document such as line item prices, contract award prices, and modifications are released. Explanatory material and headings associated with costs and pricing data are normally released unless the Respondent can justify their deletion.

SDWP will not notify the Respondent of requests for release of information or that SDWP released data unless SDWP receives a request for information previously marked and identified by the Respondent as confidential or proprietary. If SDWP receives a request for release of such previously marked and identified confidential or proprietary information, SDWP will notify the Respondent of such request to allow the Respondent to challenge such request consistent with applicable law.

Respondents, by submission of materials marked confidential or proprietary, expressly acknowledges and agrees that neither SDWP nor the City or County of San Diego will have any obligation or liability to the Respondent in the event a court of competent jurisdiction compels the disclosure of these materials.

Any data to be returned should be so marked by the Respondent and will be returned if not essential to the proposal or contract record.

6. ATTACHMENTS

Attachments are separate documents to this RFP and may be downloaded from SDWP's website, workforce.org.

- Attachment A - Notice of Intent to Submit a Proposal**
- Attachment B - Conflict of Interest Disclosure Form**
- Attachment C - Budget Shell and Budget Narrative**
- Attachment D - Service Agreement Contract Template**
- Attachment E - Proposal Checklist**



Notice of Intent to Submit a Proposal for Contracted Education in San Diego County's Priority Sectors

Please complete all fields prior to submitting this form

Name of Bidding Organization:

Address:

Contact Person/Title:

Telephone:

Fax:

Email:

Our organization named above intends to submit a proposal for the **Request for Proposals for Contracted Education in San Diego County's Priority Sectors**.

Name

Title

Signature

Date

All Notices of Intent to Submit are requested by **May 23, 2016 at 5:00 p.m., PDT** to:

ContractEdRFP@workforce.org

3910 University Ave., Suite #400

San Diego, CA 92105



Budget Shell and Budget Narrative

Instructions: Please fill out the budget shell and budget narrative in the following pages and submit them with your proposal in response to the Request for Proposals for Contracted Education in San Diego County's Priority Sectors. The budget shell and budget narrative are due on March 31 at 3 p.m. (PDT).

A. Personnel/Salaries

To calculate personnel costs, please multiply the percent of the personnel's time that will be spent on the Contracted Education program with the personnel's annual salary. For example, if an analyst with an annual salary of \$20,000 spends 75% of his/her time on your proposed Contracted Education program, the personnel cost amounts to \$18,750. If the analyst spends 50% of his/her time on your Contracted Education program, the personnel cost amounts to \$10,000.

If there are more personnel costs than there are lines in the budget shell, please write, "other (see attached)," and attach a separate page, listing the other personnel costs associated with your proposed Contracted Education program. Add the other personnel costs together and include the total as the cost for "other (see attached)."

This category does not include subcontracted professional services or staffing. Please note that positions related to fundraising are not allowable under WIOA.

B. Participant Costs

Costs directly related to individual participants such as tuition, program fees, tools or clothing related to training must be included in this section. No participant shall pay for any additional costs for the Contracted Education program. All costs must be included and covered by the grant.

C. Furniture and Equipment Purchase Costs

Non-consumable, depreciable equipment necessary for the program. Examples are computers, printers, fax machines and office furniture. Equipment leases should also be included in this section.

D. Facilities and Infrastructure Costs

General costs to run the program, including building rental, facilities maintenance, utilities, phones and costs related to supporting and maintaining the Contracted Education program should be included in this section.

E. Supplies Costs

Costs related to general office supplies, postage/delivery, printing, copying and other similar natured costs should be included this in section.

F. Staff Training and Travel

Costs related to the professional development of staff and related local or out-of-town travel expenses should be included in this section.

G. Other Costs

Costs that do not belong to above categories should be included in this category. It may include indirect cost, audit cost, insurance cost, etc.

Please complete the following budget narrative to explain how each cost listed on the previous page will contribute to the Contracted Education program. Please explain the methodology used to derive each cost.

| Line Item | Narrative |
|--|-----------|
| Personnel Costs | |
| Furniture and Equipment Purchase Costs | |
| Facilities and Infrastructure Costs | |
| Participant Costs | |
| Supplies Costs | |
| Staff Training and Travel Costs | |
| Other Costs | |

SERVICES AGREEMENT

Service Agreement

This services agreement (“Agreement”) is made by and between San Diego Workforce Partnership, Inc., a California nonprofit public benefit corporation (“SDWP”), and **Legal Name of Contractor**, a **Type of Corporation** (“Contractor”), as of **Insert Date** (the “Effective Date”).

- A. Contractor is **Insert Information**;
- B. Contractor was procured through a **Request for Proposal (RFP)** process and approved on **Insert Date**. **The agreement is for PY 2015-2016**;
- C. SDWP desires to retain Contractor to provide **Contracted Education** services on the terms and conditions set forth in this Agreement; and
- D. Contractor desires to perform such services for SDWP on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and obligations of the parties as herein expressed, SDWP and Contractor hereby agree as follows:

1. TERM

This Agreement will commence on the Effective Date and terminate on **June 30, 2017** (“Termination Date”) unless terminated earlier or extended as provided herein. The period of time between the Effective Date and the Termination Date is referred to as the “Term.”

At its sole discretion, SDWP shall have the option of extending the Term. Upon such extension, SDWP and Contractor shall sign an amendment to this Agreement extending the Term, revising Attachment A – “Description of Services,” and revising Attachment B – “Fee Schedule/Invoicing.”

2. SERVICES TO BE PERFORMED BY CONTRACTOR

- 2.1. Contractor agrees to provide to SDWP services as described in Attachment A - “Description of Services” (collectively, the “Services”) attached to this Agreement and incorporated herein by this reference.
- 2.2. Contractor will determine the method, details, and means of performing the Services.
- 2.3. Contractor enters into this Agreement as an independent contractor, and shall remain an independent contractor throughout the Term. Contractor agrees that neither Contractor nor Contractor’s employees, subcontractors, or other persons hired or otherwise engaged by Contractor to perform the Services under this Agreement (each a “Contractor Party” and collectively “Contractor Parties”) are or will be an employee, partner, agent, or principal of SDWP at any time during the Term. Contractor, at Contractor’s own expense, is responsible for providing to Contractor Parties disability, unemployment, worker’s compensation, and other insurance, training, permits, licenses, and all other employment related insurance, benefits, or programs desired by

Contractor or required by law. Contractor agrees that neither Contractor nor any Contractor Party will be entitled to the rights or benefits afforded to employees of SDWP including, without limitation, SDWP provided disability or unemployment insurance, worker's compensation, medical insurance, retirement plans, sick leave, or any other SDWP employment benefit.

- 2.4. Contractor is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the compensation paid by SDWP to Contractor under this Agreement. Contractor shall provide SDWP proof of timely payment of such taxes upon request from SDWP. Contractor agrees to indemnify, defend and hold harmless SDWP and SDWP Parties (defined below) forever against and from any and all claims, costs, losses, fees, penalties, interest, or damages (including attorneys' fees reasonably incurred) suffered by Contractor's failure to comply with this provision.
- 2.5. Contractor may, at Contractor's own expense, use any of its own employees as Contractor deems necessary to perform the Services required of Contractor under this Agreement. SDWP may not control, direct or supervise Contractor's employees in the performance of those Services.

3. COMPENSATION

3.1 Contingent upon satisfactory completion of the deliverables ("Deliverables") described in Attachment A – "Description of Services" attached hereto, and in consideration for the Services actually performed by Contractor, SDWP agrees to pay Contractor an aggregate amount not to exceed **\$Insert Amount** ("Maximum Compensation"). Payments will be made by SDWP to Contractor in accordance with Section 3.2, below, and shall constitute full and complete compensation for Contractor's Services under this Agreement.

3.2 Following the submittal to SDWP of each Deliverable, Contractor shall submit to SDWP a complete and correct invoice for Services actually provided in accordance with Attachment B – "Fee Schedule/Invoicing" ("Fee Schedule/Invoicing") attached hereto and made a part hereof by this reference. Upon approval by SDWP of the subject Deliverable and corresponding invoice, SDWP shall make payment to Contractor within ten (10) working days. Payment to Contractor will be made in arrears for Services actually provided and the aggregate dollar amount of all invoices submitted by Contractor to SDWP under this Agreement shall not exceed the Maximum Compensation set forth in Section 3.1, above.

3.3 Contractor shall be responsible for all expenses incurred in performing Services under this Agreement including, without limitation, costs and expenses (1) for local transportation, including parking, while on SDWP business, and (2) to maintain a cellular telephone to facilitate communication with SDWP.

4. PROVISIONS RELATED TO CONTRACTOR

4.1 Contractor shall work a sufficient number of hours per week to ensure that the Services are completed within the Term of this Agreement in accordance with Attachment A – "Description of Services" and Attachment B – "Fee Schedule/Invoicing."

4.2 Contractor may represent, perform services for, and contract with as many additional clients, persons, or companies as Contractor, in Contractor's sole discretion, sees fit.

4.3 Contractor may perform the Services under this Agreement at any suitable time and location Contractor chooses.

4.4 Contractor agrees to provide worker's compensation insurance for Contractor and all Contractor Parties.

4.5 Contractor agrees to indemnify, protect, defend, and hold harmless SDWP and SDWP Parties (defined below) forever against and from any and all claims for, or arising out of, employment practices, personal injury, bodily injury, disability, or death, of Contractor and all Contractor Parties.

4.6 Contractor represents that Contractor has the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of SDWP. This means Contractor is able to fulfill the requirements of this Agreement. Failure to perform all the Services required under this Agreement constitutes a material breach of the Agreement. Contractor has complete and sole discretion for the manner in which the work under this Agreement will be performed.

4.7 Performance of this Agreement and all work or obligations covered by and arising out of this Agreement shall be at the risk of Contractor exclusively. To the fullest extent permitted by law, Contractor shall, with respect to the Services, and all work and other obligations covered by or arising out of this Agreement, or the performance thereof, indemnify, protect, defend and hold harmless SDWP, the City of San Diego, the County of San Diego and each of their officers, directors, partners, joint ventures, representatives, and/or employees (collectively "SDWP Parties") forever against and from any and all allegations, losses, claims, actions, demands, damages, liabilities, or expenses (including costs, expenses and attorneys' fees reasonably incurred), arising directly or indirectly from this Agreement, or the performance thereof, except to the extent that the matter in question has been caused by SDWP's sole negligence or sole willful misconduct.

4.8 Neither this Agreement nor any duties or obligations of Contractor under this Agreement may be assigned by Contractor without the prior written consent of SDWP.

4.9 Contractor shall comply and shall cause all Contractor Parties to comply with all federal, state, and local statutes, ordinances, and regulations, and shall obtain all licenses and permits required for the performance of Services and Contractor's obligations under this Agreement.

5. PROVISIONS RELATED TO SDWP

5.1 SDWP agrees to comply with reasonable requests of Contractor and provide access to documents and equipment necessary to the performance of Contractor's duties under this Agreement.

5.2 Neither this Agreement nor any duties or obligations of SDWP under this Agreement may be assigned by SDWP without the prior written consent of Contractor.

6. TERMINATION

6.1 Notwithstanding any other provision of this Agreement, SDWP may terminate this Agreement at any time, for any reason or for no reason, by giving thirty (30) days prior written notice (“Early Termination Notice”) to the Contractor.

6.1.1 In the event of early termination, (i) if the Agreement is for supplies, Contractor shall be compensated in accordance with this Agreement for Contractor’s auditable costs up to and including the date Contractor receives the Early Termination Notice, and (ii) if the Agreement is for services, Contractor shall be compensated in accordance with this Agreement only for the actual Services rendered to the effective date of the termination.

6.2 This Agreement will terminate automatically on the occurrence of any of the following events:

6.2.1 Bankruptcy or insolvency of either party;

6.2.2 Sale or other transfer of Contractor’s business; or

6.2.3 Death of Contractor.

6.3 If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may immediately terminate this Agreement if such default is not cured by the breaching party within ten (10) business days after receipt of written notice specifying the default. Termination will take effect immediately on receipt of notice by the breaching party. For the purposes of this section, material breach of this Agreement includes, but is not limited to, the following:

6.3.1 SDWP’s failure to pay Contractor compensation due within thirty (30) days after SDWP’s receipt of written demand for payment.

6.3.2 Contractor’s failure to complete the Services specified in Attachment A – “Description of Services.”

6.3.3 Contractor’s material breach of any representation or agreement contained in section 4.6.

6.3.4 SDWP’s material breach of any representation or agreement contained in this Agreement.

6.4 When funds are not appropriated or otherwise made available by SDWP to support continuation of this Agreement, this Agreement shall be cancelled as of the effective date set forth in the Early Termination Notice and Contractor shall be reimbursed for the reasonable value of any nonrecurring cost incurred but not yet recovered under this Agreement.

7. PROPRIETARY RIGHTS

7.1 Any written, printed, graphic, or electronically recorded information furnished by SDWP for Contractor’s use is the sole property of SDWP. This confidential and proprietary information includes, but is not limited to, customer requirements, customer lists, outreach information, and information concerning SDWP’s employees, products, services, prices, operations, and subsidiaries.

7.2 Contractor agrees, and shall cause all Contractor Parties, to keep all confidential and proprietary information in the strictest confidence, and will not disclose it by any means to any person except with SDWP's prior written approval, and only to the extent necessary to perform the Services under this Agreement. This prohibition applies to Contractor and all Contractor Parties. On the expiration or earlier termination of this Agreement, Contractor shall return to SDWP all proprietary and confidential information in the possession of Contractor and all Contractor Parties.

7.3 Contractor acknowledges that SDWP is the owner of all SDWP copyrights, and all derivative rights thereto, and all SDWP trademarks used in connection with this Agreement, and all other rights and entitlements thereto. Contractor has absolutely no right, title or interest in or to such copyrights or trademarks or the right to use such in commerce. Contractor agrees that it will not alter SDWP trademarks, that it will do nothing inconsistent with SDWP's ownership thereof, and that all goodwill from use of such copyrights and trademarks under this Agreement shall inure to the benefit of SDWP.

8. MISCELLANEOUS PROVISIONS

8.1 By signing this agreement Contractor agrees to comply with all applicable regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities, and certifies that, to the best of Contractor's knowledge, neither Contractor nor any Contractor Party is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

8.2 Equal Opportunity.

8.2.1 Contractor and each Contractor Party shall comply with SDWP's Equal Opportunity Program for all work to be performed by Contractor under this Agreement.

8.2.2 Contractor and each subcontractor, if any, shall comply with and shall submit a Certificate of Compliances with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Act, and any other applicable federal and state laws and regulations hereinafter enacted.

8.2.3 Contractor shall, in all solicitations or advertisements for employees placed by or behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, ancestry, age, physical and mental disability, political affiliation or belief, sexual orientation, or citizenship.

8.2.4 Contractor understands that failure to comply with the requirements of section 8.2 of this Agreement and its related subparagraphs 8.2.1 through 8.2.4, and/or submitting false information in response to these requirements, may result in termination of this Agreement and debarment from participation on SDWP contracts for a period of not less than one (1) year.

8.3 Contractor agrees that SDWP, applicable California state agencies, United States Department of Labor, and Comptroller General of the United States, and each of their duly authorized representatives, shall, until the expiration of five (5) years after final payment under

this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions related to this Agreement.

8.4 Contractor hereby certifies to SDWP that it will provide a drug-free workplace and do each of the following:

8.4.1 Publish a statement notifying its employees that unlawful manufacture distribution, dispensation, possession or use of a controlled substance as defined in Schedules I – V of Section 202 of the Controlled Substances Act (22 U.S.C., § 812) is prohibited in Contractor’s workplace and specify the actions that will be taken against employees for violation of the prohibition. This statement will be posted in a prominent place at Contractor’s main office and at each job site large enough to necessitate an on-site office.

8.4.2 Establish a drug-free awareness program to inform employees about all of the following:

8.4.2.1 The dangers of drug abuse in the workplace.

8.4.2.2 Contractor’s policy of maintaining a drug-free workplace.

8.4.2.3 Any available drug counseling, rehabilitation and employee assistance programs.

8.4.2.4 The penalties that may be imposed upon employees for drug abuse violations.

8.5 Contractor agrees to complete a Certification Regarding Lobbying within thirty (30) days of the Effective Date of this Agreement. The certification assures that the funds received by Contractor will not be used to lobby in connection with this Agreement. This same certificate is required to be included in any subaward or subcontract utilizing the funds provided by SDWP.

8.6 The Federal Privacy Act of 1974 and related state law and regulations require the proper disclosure of individually identifiable information and/or records. Contractor agrees to take appropriate precautions to protect confidential information from loss, unauthorized use, access, disclosure, modification and destruction.

8.7 Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. Sec 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. Sec 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

8.8 All notices, demands and requests contemplated hereunder by either party to the other shall be in writing, and shall be delivered by U.S. mail postage prepaid, registered or certified, return receipt requested, or any nationally recognized overnight courier with signature required, to the following address:

SDWP

Attn: Peter Callstrom
President and CEO

CONTRACTOR

Attn: Insert Name of Authorized Signatory
Insert Title of Authorized Signatory

San Diego Workforce Partnership, Inc.
3910 University Avenue, Suite 400
San Diego, CA 92105

Insert Official Business Name of Contractor
Address
City, State, Zip

Such other address or to such other person as may be designated by notice given during the term hereof by one party to the other. Any notice given in accordance with these provisions shall be deemed given and received by the addressee three (3) days after mailing.

8.9 The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this Agreement nor in any way affect this Agreement. The undersigned agree that each party has reviewed this Agreement and has had the opportunity to have its independent legal counsel review this agreement, and the parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to any interpretation of this Agreement.

8.10 No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be construed as a further and continuing waiver of any such term, provision or condition of this Agreement.

8.11 This Agreement contains the entire agreement between the parties hereto with respect to the subject matter of this Agreement, and no prior oral or written representations or agreements, and no contemporaneous oral representations or agreements, between the parties with respect to the subject matter of this Agreement shall be of any force and effect. Any additions, amendments or modifications to this Agreement shall be of no force and effect unless in writing and signed by all parties hereto.

8.12 If any term or provision of this Agreement or application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8.13 If any legal action is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

8.14 This Agreement will be governed by and construed in accordance with the laws of the state of California. If either party institutes legal suit or action for enforcement of any obligations contained herein, the venue of such suit or action shall be in San Diego, California.

[Continued on signature page]

IN WITNESS WHEREOF, the SDWP and Contractor have duly executed this Agreement as of the Effective Date.

SAN DIEGO WORKFORCE PARTNERSHIP, INC.
A California nonprofit public benefit corporation

By: _____

_____ Date

Name: **Peter Callstrom**

Title: **President and CEO**

NAME OF CONTRACTOR
A **Insert Organization Type**

By: _____

_____ Date

Name: **Insert Name of Authorized Signatory**

Title: **Insert Title of Authorized Signatory**

TIN-**XX-XXXXXXX**

ATTACHMENTS

Attachment A- "Description of Services"

Attachment B- "Fee Schedule/Invoicing"

Cwcejo gpcvC/"Description of Services

Describe Contracted Education program, including sector to be trained in, jobs, and training curriculum.

Deliverables

- Describe deliverables for Contracted Education program, including number of participant enrollments, number of training cohorts, provision of training, weeks of training, and submission of participant progress reports.

Cwcej o gpv'D"/"Fee Scheduling/Invoicing

| Invoice Date | Deliverable | Amount |
|---------------|----------------------|---------|
| | • Insert deliverable | \$X,XXX |
| June 30, 2017 | • Insert deliverable | \$X,XXX |
| | Total | \$X,XXX |

SAN DIEGO
WORKFORCE

PARTNERSHIP[®]

Proposal Checklist for Contracted Education in San Diego County’s Priority Sectors

Use this checklist to review your proposal to ensure you have included all applicable items and followed the page limit requirements listed below. Please do not submit this checklist with your proposal.

✓ Requested at 5:00 p.m. (PDT) on May 23, 2016

1.6 Notice of Intent to Submit a Proposal – Attachment A (optional)

✓ Due at 3:00 p.m. (PDT) on May 31, 2016

1.3. Submittal of one (1) original proposal with “wet” signatures

1.3. Submittal of five (5) hard copies of the proposal

1.3. Submittal of one (1) electronic PDF electronic copy of the entire proposal (including attachments) on a USB flash drive

✓ 4.1 Required Documents and Page Limits

4.3. Title Page – 1 page limit

4.3. Table of Contents – no page limit

4.3. Executive Summary – 1 page limit

4.4. Proposal Content – 8 page limit

4.5. Budget Shell and Budget Narrative – no page limit

1.7. Required Attachment: Proof of Institution’s Accreditation – no page limit

5.8. Required Attachment: Conflict of Interest Disclosure – Attachment E

Optional Attachment: Sample of Previous or Related Curriculum – no page limit

✓ 4.2. Formatting

Font: Times New Roman

Font size: 12 point

Margins: At least one inch

Line spacing: Double-spaced

Pages: Single-sided

Pages numbered sequentially

Language: English