



DENVER
THE MILE HIGH CITY
JOHN W. HICKENLOOPER
MAYOR

CITY AND COUNTY OF DENVER

DEPARTMENT OF GENERAL SERVICES
Purchasing Division
www.denvergov.org/purchasing

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Buyer: Tenlee Shoffstall
Phone: 720-913-8111

REQUEST FOR PROPOSAL

Request for Proposal No. WIA_YOUTH_SERV_0686A
OED WIA YOUTH SERVICES

SCHEDULE OF EVENTS

• RFP Issued	May 12, 2009		
• Deadline to Submit Written Questions prior to Pre-Proposal Conference	May 15, 2009	3:00 P.M.	
• Pre-Proposal Conference	May 19, 2009	1:30 P.M.	Local Time
• Deadline to Submit Additional Questions	May 19, 2009	at Pre-Proposal Conference	
• Response to Written Questions	May 21, 2009		
• Proposal Due Date	June 16, 2009	4:00 P.M.	Local Time

Vendor offers to furnish to the City and County of Denver the materials, supplies, products or services requested in accordance with the specifications and subject to the Terms and Conditions described herein.

VENDOR SIGN HERE

Company Name: _____

By: _____
(Printed or Typed Name)

(Signature)

Signature constitutes acceptance of all Terms and Conditions listed on this form and all documents attached.

PROPOSALS MUST BE RETURNED IN A SEALED ENVELOPE OR BOX LABELED WITH THE PROPOSAL NUMBER AND PROPOSAL TITLE.

Table of Contents

SECTION A: GENERAL INFORMATION & PROPOSAL INSTRUCTIONS	4
A.1 INTRODUCTION:	4
A.2 BACKGROUND:	4
A.3 SUBMISSION OF PROPOSALS:	4
A.3.a General Instructions and Proposal Deadline:	4
A.3.b Proposal Format:	4
A.4 PRE-PROPOSAL CONFERENCE:	5
A.5 RFP QUESTIONS:	5
A.6 ADDENDA:	5
A.7 ACCEPTANCE PERIOD:	5
A.8 TECHNICAL REQUIREMENTS/STATEMENT OF WORK:	5
A.9 PRICING:	6
A.10 RFP CONDITIONS AND PROVISIONS:	6
A.11 GRATUITIES AND KICKBACKS:	7
A.12 NON-COLLUSIVE VENDOR CERTIFICATION:	7
A.13 EVALUATION CRITERIA	7
A.13.a Technical Review	8
A.13.b Written Proposal:	8
A.13.c Key areas to be considered and evaluated:	8
A.13.d Site Visit and Oral Presentation:	9
A.14 ELIGIBLE ORGANIZATIONS:	9
A.15 OED-DWD FISCAL AND MIS TRAINING SESSIONS:	9
A.16 DEBARMENT:	9
A.17 DISCLOSURE OF CONTENTS OF PROPOSALS:	10
SECTION B: SCOPE OF WORK AND TECHNICAL REQUIREMENTS	11
B.1 BACKGROUND:	11
B.2 SCOPE:	12
B.3 PROGRAM DESIGN CONSIDERATIONS:	13
B.4 TARGET POPULATION:	14
B.5 PARTICIPANT OUTREACH AND RECRUITMENT AND JOB DEVELOPMENT:	14
B.6 CASE MANAGEMENT:	15
B.7 ASSESSMENT PROCESS:	16
B.8 ISS DEVELOPMENT:	16
B.9 BASIC SKILL DEVELOPMENT:	16
B.10 SUPPORTED EMPLOYMENT EXPERIENCES:	17
B.11 LEADERSHIP DEVELOPMENT OPPORTUNITIES:	17
B.12 SUPPORTIVE SERVICES:	17
B.13 ADULT MENTORING:	17
B.14 COMPREHENSIVE GUIDANCE AND COUNSELING:	18
B.15 FOLLOW UP SERVICES:	18
B.16 CURRICULA AND ASSOCIATED MATERIALS:	18
B.17 JOB DEVELOPMENT:	18
B.18 JOB READINESS TRAINING:	19
B.19 EVALUATION CRITERIA:	19

B.20 PERFORMANCE ACCOUNTABILITY:	19
B.21 BUDGET NARRATIVE:	21
SECTION C: PRICING AND FISCAL ACCOUNTABILITY	24
C.1 PRICING INFORMATION:	24
C.2 PRICING FORMAT:	24
C.3 PAYMENT OF CONTRACT EXPENSES:	24
C.4 ADDITIONAL SERVICES OUTSIDE RFP:	24
C.5 EXECUTIVE SUMMARY:	25
C.6 BUDGET FORMS: Attachment G	26
SECTION D: SAMPLE CONTRACT	27
SECTION E: ATTACHMENTS	46
E.1 REFERENCE LISTING: – Attachment A	46
E.2 DISCLOSURE OF PRINCIPALS: – Attachment B	47
E.3 REQUEST FOR TAXPAYER - Attachment D	49
E.4 DEBARMENT CERTIFICATION: - Attachment E	50
E.5 CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENT: Attachment F	52
E.6 VENDOR'S CHECK LIST OF MATERIALS THAT MUST BE SUBMITTED:	54
SECTION F: APPENDIX	55
F.1 YOUTH RFP – APPENDIX A:	55
F.1.a GLOSSARY OF TERMS	59

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SECTION A: GENERAL INFORMATION & PROPOSAL INSTRUCTIONS

A.1 INTRODUCTION:

This Request for Proposal package is divided into four sections. Section A describes the procedures for proposal submission, and contains background information necessary for submission of a responsive proposal. Section B, the Scope of Work, provides a description of the proposal and outlines the scope of services for the program. Section C contains pricing and fiscal requirements. Section D the Sample Contract, provides legal, insurance and business requirements. Section E is where additional City forms are placed and exhibits pertinent to this proposal. All significant dates are stated on the coversheet of this document.

A.2 BACKGROUND:

The City and County of Denver hereinafter referred to as the City, desires to solicit proposals relating to the purchase of Youth Employment Assistance Services by the City Office of Economic Development-Division of Workforce Development (OED-DWD) in compliance with the Workforce Investment Act (WIA) of 1998 and the Personal Responsibility and Workforce Opportunity Reconciliation Act of 1996.

A.3 SUBMISSION OF PROPOSALS:

A.3.a General Instructions and Proposal Deadline:

Proposals must be received and time stamped no later than 4:00 PM at the City & County of Denver Purchasing Division, 201 W. Colfax Ave., Dept. 304, Denver, CO 80202 (11th Floor of the Wellington Webb Municipal Office Building). Proposals are to be in either a sealed envelope or a sealed box and labeled with the Proposal number and name. The City requires one (1) original and seven (7) copies of the proposal, one of them unbound. Faxed proposals are not acceptable. Individual Proposals will not be read in public or available for public inspection until after an award determination has been made. No proposals should be submitted in plastic sleeves or spiral binders. They may be submitted in 3 ring binders.

The City requests that whenever possible proposals be duplex printed on paper containing 30% post –consumer content in observance with the Greenprint Denver action plan.

A.3.b Proposal Format:

The proposal organization and order shall follow that prescribed in Section B of this RFP (particularly items B.3 through B.19).

Every page of the proposal, including attachments, must be numbered sequentially.

A.4 PRE-PROPOSAL CONFERENCE:

A pre-proposal conference will be conducted the date and time listed in the Schedule of Events, front page. Location of Pre-Proposal is at King Trimble at 2980 Curtis Street, Denver 80205. The proposal terms and conditions will be reviewed and discussed at this time.

A.5 RFP QUESTIONS:

The City shall not be bound by and the Vendor shall not request or rely on any oral interpretation or clarification of this RFP. Therefore any questions regarding this RFP are encouraged and should be submitted in writing by email to:

City Buyer: Tenlee Shoffstall
E-Mail: Tenlee.shoffstall@denvergov.org
Phone: 720-913-8111

Questions received up to deadline to submit question in the Schedule of Events will be answered in writing per the Schedule of Events. Answers to questions from any Vendor will be provided to all Vendors.

All communications regarding this proposal shall only be through the City's buyer listed above. No communication is to be directed to any other City personnel.

A.6 ADDENDA:

In the event it becomes necessary to revise, change, modify or cancel this RFP or to provide additional information, addenda will be issued to all recipients of this RFP.

A.7 ACCEPTANCE PERIOD:

Proposals in response to this RFP shall indicate that they are valid for a period no less than 120 days from the closing date.

A.8 TECHNICAL REQUIREMENTS/STATEMENT OF WORK:

Section B of this RFP contains our proposed Statement of Work and/or Technical Requirements. This document shall form the basis of a Contractual Agreement covering the subject matter of this RFP. Exceptions or deviations to this proposal must not be added to the proposal pages, but must be on vendor's letterhead and accompany proposal. Any exceptions to this documentation will be taken into consideration when evaluating proposals submitted. The City reserves the right to reject any or all of your proposed modifications. The City welcomes cost saving proposals which still satisfy all technical and business objectives.

A.9 PRICING:

All prices quoted shall be firm and fixed. Pricing shall be in the format contained in Section C of this RFP. Alternative approaches for the pricing of the requested products and services may be provided; however, such alternate approaches shall be described separately and must be in addition to the format in Section C. Do not include cost or price figures anywhere except in the cost and pricing section.

A.10 RFP CONDITIONS AND PROVISIONS:

This proposal must be signed by a duly authorized official of the proposing company. The completed and signed proposal (together with all required attachments) must be returned to the Department of General Services on or before the time and date of the deadline shown on page one. *This proposal MUST be returned in a sealed envelope.*

All participating Vendors, by their signature hereunder, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. Any alteration, erasure or interlineation by the Vendor in this proposal shall constitute cause for rejection by the Manager of General Services. Exceptions or deviations to this proposal must not be added to the proposal pages, but must be on vendor's letterhead and accompany proposal. Should the City omit anything from this RFP which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the Vendor shall secure written instructions from the Manager of General Services at least forty-eight (48) hours prior to the time and date shown in page one.

Typographical errors in entering quotations on proposal may result in loss of award of this proposal.

All Vendors are required to complete all information requested in this proposal. Failure to do so may result in the disqualification of proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its judgment it deems it to be in the best interest of the City to do so.

Unit price for each item shall be shown and shall be for the unit of measurement indicated. In case of error in extension of prices, the unit price will govern.

The Manager of General Services reserves the right to waive any technical or formal errors or omissions and to reject any and all proposal(s), or to award contract for the items hereon, either in part or whole, if he deems it to be in the best interests of the City to do so.

The successful Vendor shall be in complete compliance with all of the specifications, terms and conditions of this proposal as outlined above. The City shall have the right to inspect the facilities and equipment of the successful Vendor to insure such compliance.

The City shall not be liable for any costs incurred by vendor in the preparation of proposals or for any work performed in connection therein.

A.11 GRATUITIES AND KICKBACKS:

It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee (within six months of termination from City employment), or for any employee or former employee (within six months of termination from City employment) to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

In the event that any gratuities or kickbacks are offered or tendered to any City and County of Denver employee, the proposal shall be disqualified and shall not be reinstated.

A.12 NON-COLLUSIVE VENDOR CERTIFICATION:

By the submission of this proposal, the vendor certifies that:

- A. The proposal has been arrived at by the vendor independently and has been submitted without collusion with any other vendor.
- B. The contents of the proposal have not been communicated by the vendor, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the vendor or its surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of the proposal.
- C. No vendor shall submit more than one proposal for this purchase. It shall be the responsibility of each vendor to obtain the prior written permission of the Director of Purchasing before proposal opening in every situation in which the vendor, due to corporate association or other affiliation, may be found to be impermissibly associated with another vendor. Failure to observe this requirement could result in all such affiliated proposals being rejected.

A.13 EVALUATION CRITERIA

The following three forms of evaluation will be used in determining qualified respondents and in the ultimate selection process: (1) Technical Review, (2) Rating of Written Proposal, (3) Site Visit and Oral Presentation.

A.13.a Technical Review

Seven copies of the proposal were delivered no later than the proposal due date referenced in the Schedule of Events. (Front Page)	Yes () No ()
The proposal is typewritten text in response to the questions in Section B (Proposal Description/ Statement of Work), using 12 point font and proper 1-inch margins.	Yes () No ()
Every page of the proposal, including attachments, is numbered.	Yes () No ()
The proposal contains a Table of Contents.	Yes () No ()
The proposal is organized in the required form (Vendor Cover Sheet, Table of Contents, Executive Summary, Statement of Work plus attachments, budget pages and narrative, other exhibits and attachments.)	Yes () No ()

A.13.b Written Proposal:

Evaluation Criteria – Required Parts of Proposal
Executive Summary Page – Budget amount, cost per individual to be served, and brief description of partner agencies and services to be provided.
<i>These categories are weighted separately.</i>
Target Population
Participant Outreach and Recruitment
Case Management
Assessment Process
Job Development
Job Readiness Training
ISS Development
Basic Skill Development
Supported Employment Experiences
Leadership Development Opportunities
Supportive Services
Adult Mentoring
Comprehensive Guidance and Counseling
Curricula and Associated Materials
Follow-up Services
Evaluation
Performance Accountability
Budget and Budget Narrative – The budget will be reviewed for appropriateness and reasonableness, and amount and extent of in-kind or cash match commitments. Please include a Budget Narrative with your budget forms.

A.13.c Key areas to be considered and evaluated:

- 100% In-Kind FTE
- Documented commitments with grassroots organizations.

- 5+ years of agency experience in running youth programs demonstrating successful outcomes.

Performance outcomes of prior contracts with OED-DWD will be considered in the overall rating of proposals submitted by respondents who currently have, or have previously had, contracts with the Division of Workforce Development.

A.13.d Site Visit and Oral Presentation:

A Site Visit and Oral Presentation may be required following the RFP Evaluation rating. All candidates will be requested to orally clarify their proposal in person and the site visit will allow the Selection Committee an opportunity to observe and evaluate the overall “youth friendliness” of the respondent’s agency to ensure that it reflects the interests, needs, and cultural perspectives of the youth of the community, as well as the adequacy of the agency’s program and fiscal management systems.

A.14 ELIGIBLE ORGANIZATIONS:

Proposals will be accepted from public, private non-profit, or private for-profit organizations that have facilities currently operating in the City and County of Denver and also meet at least one of the following criteria:

- a. Political entity of the State of Colorado;
- b. Incorporated in the State of Colorado and in good standing;
- c. Eligible to operate as a corporation under the laws of the State of Colorado; or
- d. Provide proof of designation as a 501(c)(3) organization

Prior to contracting, private corporations must either be incorporated in the State of Colorado or registered with the State as a foreign corporation, and must be in good standing.

A.15 OED-DWD FISCAL AND MIS TRAINING SESSIONS:

OED-DWD will require successful bidders to attend mandatory fiscal, programmatic, and Management Information System (MIS) training and technical assistance sessions prior to the contract start date. These training sessions on OED-DWD’s fiscal and MIS policies and procedures will likely occur or begin in September 2009.

A.16 DEBARMENT:

Federal law implementing Executive Order 12549 requires that prospective a proposer certify that it and its principals are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal or State or local) transaction or contract under a public transaction; or are in violation of Federal or State antitrust statutes or are indicted for or otherwise criminally or civilly charged with a commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

statement, or receiving stolen property. This form is attached to this RFP as Attachment F and must be completed and included with your proposal.

A.17 DISCLOSURE OF CONTENTS OF PROPOSALS:

All proposals become a matter of public record and shall be regarded as Public Records, with the exception of those specific elements in each proposal which are designated by the proposer as Business or Trade Secrets and plainly marked "Trade Secrets", "Confidential", "Proprietary", or "Trade Secret". Items so marked shall not be disclosed unless disclosure is otherwise required under the Open Records Act. If such items are requested under the Open Records Act, the City will use reasonable efforts to notify the proposer, and it will be the responsibility of the proposer to seek a court order protecting the records, and to defend, indemnify, and hold harmless the City from any claim or action related to the City's non-disclosure of such information.

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SECTION B: SCOPE OF WORK AND TECHNICAL REQUIREMENTS

B.1 BACKGROUND:

The current legislative effort in the workforce development field that impacts youth is the “Workforce Investment Act” [WIA], which, given in part to delays in various reauthorization attempts since its passage in 1998, has now recently been augmented by the Osborne “Federal Youth Coordination Act” [FYCA] of 2006, which is supported by an overwhelming majority of federal agencies serving youth through their recently endorsed “Shared Youth Vision.”

As WIA itself relates to youth, the legislation continues to emphasize private sector leadership, while at the same time moving the system decidedly in directions suggested by research in the field of youth development. Programs are to be:

- operated in close collaboration with public education credentialing institutions;
- focused on differing outcomes depending upon age; and
- organized around the following ten research-derived youth development service delivery elements leading into adulthood:
 1. Tutoring, study skills training, and instruction leading to secondary school completion;
 2. Alternative secondary school offerings;
 3. Summer employment opportunities directly linked to academic and occupational learning;
 4. Paid and unpaid work experiences (“unsubsidized employment”), including internships and job shadowing;
 5. Occupational skill training;
 6. Leadership development opportunities;
 7. Supportive services;
 8. Adult mentoring;
 9. Comprehensive guidance and counseling, and
 10. Follow-up services.

The Shared Youth Vision calls for more effective collaboration among partners at the federal, state, and local levels in efforts to:

- identify and serve our nation’s most at-risk youth;
- provide them with alternative paths to recognized education “credentials”;
- prepare them for employment in emerging high growth occupational areas experiencing the greatest amount of potential economic opportunity; and
- maintain the highest quality of services while producing measurable results.

It is in the spirit of this new “Shared Youth Vision” that this RFP for youth services in Denver is released.

B.2 SCOPE:

OED-DWD is seeking primary Contractors and their partner organizations to operate youth programs beginning September 1, 2009 and ending June 30, 2010 that establish direct linkages between academic development and youth employment. The City also desires if possible to renew such contracts that are successful for an additional two (2) one (1) year extensions of service upon review of the current contract. Successful proposals will clearly describe how youth will be provided services that will help them develop the skills, knowledge, and competencies needed to secure:

- employment; and/or
- postsecondary education and training opportunities that will result in employment;

in one of the following emerging occupational areas in Denver:

- construction and skilled trades,
- energy,
- healthcare,
- aerospace,
- bioscience,
- business services, and
- information technology.

Successful proposals will include services combining individually tailored and integrated academic learning and age-appropriate work experiences.

Funding is available to provide services to 400 low income youth aged 14-21. It is anticipated that at a minimum 300 “in-school” youth (a youth enrolled in a diploma or GED program) and 100 “out-of-school” youth (a youth who is a school dropout, or who has received a secondary school diploma or its equivalent but is basic skills deficient, unemployed, or underemployed) will be served by contractors selected as a result of this RFP.

It is anticipated that multiple contract awards will be made for both in-school and out-of-school proposals, depending upon the type of services provided. This, however, does not preclude a potential contractor from submitting a proposal that addresses both in-school and out-of-school youth. In all cases, the City and County of Denver and OED/DWD reserve the right to negotiate contract amounts to meet the needs of Denver's youth population.

Proposals shall include a narrative that specifically addresses each of the items listed below in Section B, clearly delineating how requested services will be provided through sub-contracting and/or collaboration among the primary Contractor and its partner organizations. The quality and detail of responses will figure significantly in the overall evaluation of proposals. Respondents are encouraged to give examples and provide additional information to support group capabilities on each point. In an effort to standardize the format of all proposals,

responses should be provided to all items in the order given. List each item number, and restate the guideline prior to addressing the issue.

B.3 PROGRAM DESIGN CONSIDERATIONS:

Successful proposals will demonstrate how they will incorporate the following elements into their program design.

- 1) Findings from the latest research on effective youth development programs
- 2) An “academy approach” designed to prepare youth participants – upon program completion – for full-time unsubsidized employment and/or postsecondary educational opportunities directly linked to one of metropolitan Denver’s emerging occupational areas – construction and skilled trades, energy, healthcare, aerospace, bioscience, business services, and information technology. These academies will provide youth with the requisite hard and soft skills to successfully employ in the identified industries. The OED-DWD Youth Office will have responsibility for developing the supported employment experiences in Denver’s emerging occupational areas listed above.
- 3) A structured and carefully defined collaborative approach to service delivery within each contract that involves two or more partner groups, with clearly defined areas of responsibility as well as specific accountability arrangements among applying partners (subcontracts, memoranda of understandings, etc.) that are plainly articulated in the submitted proposal. One intent of this RFP is to eliminate barriers to grant opportunities for grassroots organizations who provide valuable services but who may not be currently collaborating or partnering with OED-DWD. To accomplish this, OED-DWD is also looking to broaden the participation of small organizations in the Denver workforce system that can address the needs of the target population of this RFP, and introduce “first-time” working relationships between these organizations and the agencies that currently serve our workforce customers. Eligible grassroots organizations can be community or faith-based; must be non-profits which have social, employment and training services as a major part of their mission; are headquartered in the community to which they provide services; have six (6) or fewer full-time equivalent employees or have a total annual operating budget of \$350,000 or less.
- 4) An integrated case management approach designed to assure that each participating youth has ongoing and direct contact with a staff person who serves as that person’s advocate, progress monitor, and problem-solver as services are delivered during their participation.
- 5) Outreach and recruitment strategies designed to assure full program participation throughout the contract period.
- 6) The utilization of OED/DWD assessment tools/formats and mechanisms including ICap and College in Colorado that clearly define both the outcomes to be achieved and “scope of services” to be provided to each participating youth (each of which are then contained in the youth’s individualized, written service delivery plan.)
- 7) A commitment to collaborate with the OED/DWD Youth Office, which will have responsibility for developing the supported employment experiences in Denver’s emerging occupational areas referenced above. This will include (a) incorporating the use of all OED-DWD tools/formats and mechanisms, which will be used consistently by DWD youth contractors, and (b) a commitment to insure youth participants are accessing

all other appropriate training and employment services offered through the OED-DWD Youth Office.

B.4 TARGET POPULATION:

Describe the target population(s) to be served by the program and your experience in working with the selected target population(s).

Proposals should indicate how many “in-school” youth and “out-of-school” youth will be served. [SPECIAL NOTE -- Each out-of-school participant shall receive a minimum of thirty hours per week of the services outlined in items B.8 through B.14 below, while each in-school youth will receive a minimum of five hours of those services each week.]

B.5 PARTICIPANT OUTREACH AND RECRUITMENT AND JOB DEVELOPMENT:

How will the organization conduct participant outreach and recruitment strategies and job development designed to assure full program participation throughout the contract period? Give examples of your competency and experience in conducting outreach and recruitment.

All participant recruitment and job development shall be the responsibility of the primary Contractor and its partner organizations, utilizing marketing tools/formats collaboratively developed and ultimately approved by OED/DWD. Successful respondents will propose strategies that demonstrate a commitment to equal access to program participation in all city neighborhoods, with preference given to lowest income areas. Youth will be served under the following categories:

WIA Eligible: Individuals eligible for participation in the program under this category must fit within the following profile:

- **Not less than age 14 and not more than age 21** (with preference given to those 16 and over).
- **Low-income individual.** An individual who (a) receives, or is a member of a family that receives, cash payments under a Federal, State, or local income-based public assistance program; (b) received an income, or is a member of a family that received a total family income, for the 6-month period prior to application for the program involved that, in relation to family size, does not exceed the higher of the poverty line or 70 percent of the lower living standard income; (c) is a member of a household that receives food stamps; (d) qualifies as a homeless individual; (e) is a foster child; (f) is an individual with a disability. **[See WIA Section 101(25) for a detailed description.]**
- **Meets one or more of the six specified barriers to school completion or employment:** (1) deficient in basic literacy skills (computes or solves problems, reads, writes, or speaks English at or below the eighth grade level or is unable to compute or solve problems, read, write or speak English at a level necessary to function on the job, in the individual's family, or in society); (2) school dropout (an individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent); (3) homeless or runaway (lacking a fixed regular, adequate nighttime

residence or having a primary nighttime residence that is a public or privately operated shelter for temporary accommodations, an institution providing temporary residence for individuals intended to be institutionalized or a public or private place not designated or ordinarily used as a regular sleeping accommodation for human beings), or a foster child; **(4)** pregnant or parenting (an individual who is under 22 years of age and who is pregnant, or a youth (male or female) who is providing custodial care for one or more dependents under age 18); **(5)** an offender (an individual who is or has been subject to any stage of criminal justice process, for whom services under WIA may be beneficial, or who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction); **(6)** an individual (including a youth with a disability) who requires “additional assistance” to complete an educational program, or to secure and hold employment (an individual who exhibits one or more of the following characteristics: not making progress toward graduation, poor academic performance, unemployed or underemployed, has a secondary diploma or GED and is basic skills deficient, or meets the income guidelines established for WIA eligibility).

- With prior written approval from OED/DWD, up to five percent of youth customers served may be individuals who do not meet the income criterion for eligible youth, provided that they meet one or more of the following barriers: (1) a school dropout; (2) basic skills deficient; (3) pregnant or parenting; (4) possessing one or more disabilities, including learning disabilities; (5) homeless or runaway; (6) offender; or (7) face serious barriers to employment.

All participants shall be referred to OED/DWD through a Referral Form process for the purpose of official determination by DWD’s Youth Services Unit of eligibility for services.

[SPECIAL NOTE – Given the competitive nature of this RFP, combined with the fact that youth participants are eligible for long-term support once they are engaged, respondents should be prepared to accept case management and WIA program responsibilities for youth from previous contracts.]

B.6 CASE MANAGEMENT:

Describe how the basic skills development, supported employment experiences, and other core services (B.8 through B.15 below) will be delivered in an integrated manner to program participants? Explain how each participating youth will have ongoing and direct contact with a staff person who serves as that person’s advocate, progress monitor, and problem-solver as the elements of service reflected in their service plan are delivered during their participation.

Case Management is defined to include support that is provided to participants throughout their involvement in the program, from assessment through the development and completion of individual service plans, including 1) the creation and implementation of academic services, 2) collaborating with OED/DWD in the matching of youth to appropriate employment experiences, and 3) providing job coaching to participants during those period(s) of employment

B.7 ASSESSMENT PROCESS:

Explain the processes that will be used to assess the academic skill level, career interests, job readiness, and other individual factors that might impact a youth's potential for success in the program.

Tools to be provided through OED/DWD will focus on determining a young person's –

- academic skill levels (reading and math literacy), utilizing the standardized “TABE” and “CASAS” instruments (TABE/Test of Adult Basic Education – educational assessment used to assess adult basic reading, math, listening, writing, and speaking skills) and (CASAS/Comprehensive Adult Student Assessment System – educational assessment used to assess adult basic reading, math, listening, writing, and speaking skills within a functional context).
- career interests, utilizing at the outset tools and formats approved by OED/DWD (which may be subject to collaboratively developed changes over time);
- job readiness, utilizing at the outset tools and formats approved by OED/DWD (which may be subject to collaboratively developed changes over time); and
- individual situational factors that might affect participation and success, again utilizing at the outset tools and formats approved by OED/DWD (which may be subject to collaboratively developed changes over time).

B.8 ISS DEVELOPMENT:

Explain your method for ensuring that each participating youth has a written ISS to guide the development and implementation of their academic course of study, employment experiences, case management needs, etc. during program participation. Explain how the assessment results will be utilized by case managers during the completion of an ISS for each participating youth to specifically define their interests, goals and support needs during participation.

Individual Service Strategy (ISS) – A strengths-based youth-driven plan developed in collaboration between a case manager and WIA-eligible youth that identifies the goals and objectives for a participant. An ISS must possess at least one long-term goal in each of the following areas – basic skills, work readiness skills, and occupational skills. The ISS must possess as many short-term goals as necessary to accomplish the long-term goals. The ISS drives all activities undertaken by the youth and case manager.

B.9 BASIC SKILL DEVELOPMENT:

Describe your method for ensuring measurable development of the basic skills of youth in your proposed program – some of whom may be those deemed to be learning disabled. Such development should lead to a recognized credential and utilize an academy approach. Include information regarding instructional/classroom design and hours of instruction, as appropriate.

A youth who is Basic skills deficient is an individual who computes or solves problems, reads, writes, or speaks English at or below the eighth grade level or is unable to compute or solve problems, read, write, or speak English at a level necessary to function on the job, in the individual's family, or in society. Basic skills goal is a measurable increase in basic education skills including reading comprehension, math computation, writing, speaking, listening, problem solving, reasoning, and the capacity to use these skills.

B.10 SUPPORTED EMPLOYMENT EXPERIENCES:

Describe your method for insuring program participants are involved in and benefiting from age-appropriate supported employment experiences that are linked directly to one or more of Denver's emerging occupational areas, utilizing an academy approach. Include a description of how these experiences will be linked to the basic skill development approach outlined immediately above.

Age-appropriate Supported Employment experiences that address participant career interests are:

- Career exploration [including job shadowing],
- Paid and/or unpaid internships,
- Job readiness,
- Part-time employment, and/or
- Occupational skills training

B.11 LEADERSHIP DEVELOPMENT OPPORTUNITIES:

How will you insure that program participants are provided access to this service?

Leadership development opportunities may include community service and peer-centered activities encouraging responsibility and other positive social behaviors during non-school hours, as appropriate.

B.12 SUPPORTIVE SERVICES:

Describe your method for insuring program participants are appropriately screened for and receive supportive services, as needed and suitable. (See also C.1 – Pricing Information – below.)

Supportive services can include transportation, child care, dependent care, housing and needs-related payments necessary to enable an individual to participate in the program.

B.13 ADULT MENTORING:

How will you insure that program participants are provided access to this service? Include follow up or measurement tools used to ensure this service is successful.

Adult workers should be paired and establish a one-on-one relationship with each youth to assist the youth in achieving school- and employment-related success by challenging the youth to do well, providing guidance, job coaching, and helping to make the connection between school and work. Mentors should become youth advocates, working in collaboration with teachers, work supervisors, and caseworkers, in the best interests of the youth.

B.14 COMPREHENSIVE GUIDANCE AND COUNSELING:

Describe your method for insuring program participants are appropriately screened for and receive this service, as needed and suitable.

Comprehensive guidance and counseling may include, but is not limited to, drug and alcohol abuse counseling and referral, as appropriate. Services may be provided on an individual or group basis, using a variety of processes and techniques and should be geared toward assisting a youth in achieving employment-related success.

B.15 FOLLOW UP SERVICES:

Describe your plan for providing follow-up services to youth following program completion. Such services may include – but are not limited to – tracking the progress of youth in employment after training, regular contact with a participant’s employer, assistance in securing better paying jobs, career development and further education.

Follow-up services are required for not less than 12 months after the completion of participation, as appropriate. These services may also include a combination of leadership development opportunities, supportive services, work-related peer support groups, and adult mentoring.

B.16 CURRICULA AND ASSOCIATED MATERIALS:

Provide an outline and overview of all curricula and associated materials you intend to use in this program.

Following the award of contracts, the primary Contractor and its partner organizations shall provide complete and comprehensive copies of all curricula and associated materials outlines to the OED/DWD Youth Services Supervisor within twenty-eight (28) days of the start date of the contract. All such curricula and associated materials must be approved by OED/DWD prior to their utilization. If curricula materials are in development stages, they must be submitted within thirty (30) days of their completion.

B.17 JOB DEVELOPMENT:

Describe your methodology for job development to provide youth with age-appropriate work experience and access to growth industries such as construction and skilled trades, energy, healthcare, aerospace, bioscience, business services and information technology. Include how you insure that employers and worksites are abreast of laws and regulations related to youth employment and enforcing these regulations.

Identify employers and worksites that are committed to helping youth receive the experience and training that is required to meet the work readiness goals. Participating employers/ worksites introduce and reinforce the rigors, demands, rewards, and sanctions associated with holding a job. It is critical that the Vendor ensure proper worksite supervision in cooperation with both worksite supervisors and program monitors. Favorable ratings will be given to vendors that can provide youth with jobs in growth industries listed above.

B.18 JOB READINESS TRAINING:

Explain how you determine job readiness training and development needs and career path options for youth. Include description of youth assessments and profiles used to assess competencies as well as training materials and programs designed to prepare youth for employment. Describe training that prepares youth for emerging industries such as construction and skilled trades, energy, healthcare, aerospace, bioscience, business services and information technology.

Successful proposals will demonstrate how industry related training and development programs prepare youth for successful employment and retention beyond basic job readiness skills training such as: career planning and decision making, job search techniques, positive work habits, survival/daily living skills, and acquiring an improved self image.

B.19 EVALUATION CRITERIA:

Please describe the evaluation method you would use to evaluate your program outcomes. What are outcomes? How do you track and measure outcomes? Please include metrics i.e. balance score card etc. used to report program outcomes.

B.20 PERFORMANCE ACCOUNTABILITY:

Describe your plan for performance accountability and for measuring your agency's level of performance in accordance with the required core indicators of performance. Identify the person(s) responsible for tracking client referrals, and completing performance and participant data forms for OED-DWD.

Staff Assigned/Job Title/Years Experience in MIS/Performance Accountability

Staff Assigned/Job Title/Years Experience in MIS/Performance Accountability

Staff Assigned/Job Title/Years Experience in MIS/Performance Accountability

Contracts that are awarded through this RFP will be measured and evaluated by their success in assisting program participants in achieving the employment and training goals of the RFP.

- A minimum of 80% of participants will successfully complete the course of study that is outlined in their individual plans ["Individualized Service Strategy" (ISS) for WIA participants.]

- Success for youth aged 14-18 will be measured by assessing each individual's (1) skill attainment rate, (2) diploma (or equivalent) acquisition rate, and (3) retention during their participation.
- Success for youth aged 19-21 will be measured by assessing each individual's (1) entered employment rate, (2) employment retention rate, (3) earnings increases during employment, and (4) credential acquisition rate as a result of their participation.

The following performance accountability system has been established in accordance with federal guidelines to assess the effectiveness of providers in achieving continuous improvement of youth service programs funded through OED-DWD. For each provider, the performance measures shall consist of the following core indicators. **[See Appendix A, "WIA Youth Performance Calculations" for more detailed information.]**

I. Younger Youth (Ages 14-18) Measures

Skill Attainment Rate *of all in-school youth and any out-of-school youth assessed to be in need of basic skills, work readiness skills, and/or occupational skills:*

Total number of basic skills goals attained by younger youth plus number of work readiness skills goals attained by younger youth plus number of occupational skills goals attained by younger youth divided by the total number of basic skills goals plus the number of work readiness skills plus the number of occupational skills goals set.

Diploma or Equivalent Attainment *of those younger youth who are without a diploma or equivalent at the time of participation:*

Number of younger youth who attained secondary (high) school diploma or equivalent by the end of the first quarter after exit divided by the number of younger youth who exit during the quarter (except those still in secondary school at exit).

Retention Rate: Number of younger youth found in one of the following categories in the third quarter following exit:

- post secondary education,
- advanced training (replaced with advanced training or occupational skills in PY 2006),
- employment (including military service), or
- qualified apprenticeships.

divided by the number of younger youth who exit during the quarter (except those still in secondary school at exit).

II. Older Youth (Ages 19-21) Measures

Entered Employment Rate of those who are not employed at the date of participation and who are either not enrolled in post-secondary education or advanced training/advanced training-occupational skills training in the first quarter after exit or are employed in the first quarter after the exit quarter:

Number of older youth participants who are employed in the first quarter after exit divided by the number of older youth participants who exit during the quarter

Employment Retention Rate at Six Months of those who are employed in the first quarter after exit and who are either not enrolled in postsecondary education or advanced training/advanced training-occupational skills training in the third quarter after the exit quarter or are employed in the third quarter after the exit quarter:

Number of participants who are employed in the first quarter after the exit quarter divided by the number of older youth participants who exit during the quarter.

Average Earnings Change in Six Months of those who are employed in the first quarter after the exit quarter and who are either not enrolled in postsecondary education or advanced training/advanced training-occupational skills training in the third quarter after the exit quarter or are employed in the third quarter after the exit quarter:

Total post-program earnings (earnings in quarter 2 + quarter 3 after exit) minus pre-program earnings (earnings in quarter 2 + quarter 3 prior to registration) divided by the number of older youth who exit during the quarter.

Credential Rate: Number of older youth participants who are either employed, in post-secondary education, or in advanced training/advanced training-occupational skills training in the first quarter after the exit quarter and received a credential/certificate by the end of the third quarter after the exit quarter divided by the number of older youth participants who exit during the quarter.

B.21 BUDGET NARRATIVE:

*A **statement of function and benefit/mission statement** should include the description of the types of services provided and the relevance to the program. It should include all program and non-program revenue sources and cost objectives and a summary of funding allocations.

For Example:

The Mission of the GY2K contract is to provide forty-two (42) at-risk, out-of-school youth between the ages of 16 – 21, who reside in the Denver Metro Area with. . . in accordance with . . . and an emphasis on integrating employment, education, personal development and community service in a peer-centered, safe environment.

One way we accomplish our mission is to provide a hands-on, comprehensive, year round program that integrates employment, education, personal development and community service in a peer-centered, safe environment.

The program plans to service 42 participants . . .

The resources needed to . . . are allowable costs to the GY2K program. The resources, . . . , are what make up the cost allocation plan.

Salaries

Each position identified on the Salaries Worksheet should have 1) a brief job description as well as the 2) allocation methodology, 3) the supporting documentation and 4) examples of allocations (if applicable).

For Example:

Employment Case Manager: 1) will provide case management services, organize, coordinate and certify and communicate all Beginning to WorkIt Out Program Projects and require every Youth Opportunity participant attend one Service Program. In addition to providing onsite supervision of the simulated work experience component of the YO program. The Employment Case Manager will provide job coaching and support for youth who have been placed in jobs. The Employment Case Manager will also work with the YO Staff in providing Job Readiness training to youths and with the Crew Leaders in evaluating work performance as well as be responsible for the recruitment and enrollment of the YO eligible participants. 2) The cost allocation of the Employment Case Manager's salary will direct charges to the program. 3) Timesheets will support the 100% allocation

Or

Employment & Education Coordinator: 1) provides onsite supervision of the simulated work experience component of the GY2K program. The Employment & Education coordinator will provide job coaching and support for youth who have been placed in jobs. The Employment & Education coordinator will also work with the YO Staff in providing Job Readiness training to youths and with the YO Coaches in evaluating work performance. 2) The cost allocation of the Employment & Education coordinator's salary will be in two parts.

- 1. Since the Employment & Education coordinator spends time with all activities, the cost to the GY2K program should be based on the number of program participants to the entire population ($12/42 = 28.57\%$).*
- 2. Since the Program Coordinator also spends time with the YO Staff, the time will be allocated between the time spent in each program based on 3) time sheets (31.43%).*

*4) Yearly Salary: $\$33,000 \times 28.57\% = \$9,427$
Time card data: $\$33,000/2080 = \$15.87 \times 653.744 = 2080 \times 31.43\% = \underline{\$10,373}$
 $\$19,800$*

3) Please note: The allocation will depend on actual hours spent in the program and all hours will be tracked via timesheets.

Fringe

The Budget Narrative for fringe should read something like:

FICA and Medicare are charged at 7.65%, this is a fixed federal rate. The benefits for the YO Coaches are charged at 100% direct while the benefits for the Office Manager are charged at

10%. This 10% rate was based on time spent in the program thorough past experience. The allocations will be supported by actual timesheet data.

Non-Personnel

All line-items in the Budget Narrative should note 1) how the budget amount was derived 2) items that will be reimbursed based the specific allocation methodology 3) the allocation methodology

For Example:

Consumable Supplies

Reimbursement for consumable supplies will be based on 1) direct cost and actual usage whenever possible 2) Budget is based on previous program usage 3) Examples of direct program supplies are training materials, instructional books, notebooks, etc. used to specifically benefit the program.

Consumable supplies which are not based on direct program usage (i.e., general office supplies) will be based on 1) percentage of staff time devoted to the program. The agency has an annual budget of \$15,120 for general office supplies. 2) Based on past performance, it is estimated that the YO program will consume approximately 16.43% of the supplies. The reimbursement will be based on the actual hours that the staff in this contract charge to the GY2K operations and allocated against the total staff in organization as a whole.

The remainder of this page left blank intentionally.

SECTION C: PRICING AND FISCAL ACCOUNTABILITY

The primary method of contracting shall be the cost reimbursement method. Describe your fiscal management system and how it can ensure compliance with the approved budget in accordance with OED-DWD financial policies and federal financial requirements.

C.1 PRICING INFORMATION:

Total funding anticipated to be made available under this RFP is approximately \$500,000.00 to provide services to 400 low income youth aged 14-21.

C.2 PRICING FORMAT:

All prices quoted shall be firm and fixed for the specified contract period. Budgets shall be developed using the forms contained in Attachment G. Alternative approaches for the pricing of the requested products and services may be provided, however, such alternative approaches shall be described separately and must be in addition to the format in Attachment G. Do not include cost or price figures anywhere except in the cost and pricing section. A Budget Narrative must be included as a part of Attachment G budget forms.

C.3 PAYMENT OF CONTRACT EXPENSES:

Contractual expenses are paid on a cost-reimbursement basis. Payment methods will be explained upon contract award and in a series of required trainings conducted by OED-DWD staff.

C.4 ADDITIONAL SERVICES OUTSIDE RFP:

In order to ensure training services are available to WIA youth participants, OED/DWD has created Education Assistance Accounts (EAA). An EAA is an account established on behalf of an eligible youth to procure up to 24 months of vocational, technical and 2-year degreed training in Metropolitan Denver demand-driven industries. The intent of EAAs is to provide youth with opportunities, which may or may not be available to them from other funding resources and/or to supplement educational or occupational development. The maximum amount of an EAA is \$4,000, which is a lifetime maximum per individual. EAAs are available for payment of tuition, mandatory fees, books, supplies and other direct educational expenses. EAA funding remains with OED/DWD and is made available to youth participants through an OED/DWD defined process, based upon need and appropriateness. EAAs are only available to youth enrolled in WIA, with disbursement at the discretion of OED/DWD.

To mitigate potential barriers to employment and education OED/DWD also makes available to qualified WIA youth participants support services such as bus passes, gas vouchers, work clothes, eye glasses, exam fees and childcare. Support Service funding remains with OED/DWD and is made available to youth participants through an OED/DWD defined process, based upon

need and appropriateness. Support services are only available to youth enrolled in WIA, with disbursement at the discretion of OED/DWD.

C.5 EXECUTIVE SUMMARY:

Complete the one-page Executive Summary below.

EXECUTIVE SUMMARY

1. Agency: _____
2. Contact Name: _____
3. Address: _____
4. Contact Phone: _____
5. Contact Email: _____
6. Number of years agency has been in operation: _____
7. Number of years agency has provided similar training/education services as proposed: _____
8. Proposed Program For:
In-School Youth Activities _____ Out-of-School Youth Activities _____
9. Budget Information Summary:

Total budget requested in this proposal	\$
Training cost per participant (budget amount divided by total participants)	\$
Monthly Capacity	
Total participants to be served	

- | |
|---|
| 10. Use the remainder of this page only to provide a general description of services to be provided by the primary contractor and its subcontractor agencies, including the roles of each in implementing the proposed program. |
|---|

C.6 BUDGET FORMS: Attachment G

Click **HERE** to link to the Budget Forms Excel spreadsheet.

Please Note: That there are six (6) tabs to be completed

- Automated Summary
- Summary Manual
- Staff
- Fringe
- Non-Personnel
- Fee for Service

You may also access the Excel spreadsheet by going to www.denvergov.org/purchasing click on the Icon Bid Attachments and find the corresponding attachment for this proposal.

**FOR ADDITIONAL INFORMATION CONTACT BUYER
TENLEE SHOFFSTALL AT 720-913-8111**

The remainder of this page left blank intentionally.

SECTION D: SAMPLE CONTRACT

YOUTH EMPLOYMENT AND TRAINING SERVICES

*The successful vendor will be required to execute a contract with the City. A sample contract is attached to this RFP. **Vendors shall review the sample contract.** If there is any provision that is unacceptable to the vendor, the vendor must identify in the proposal any and all specific modifications to the sample contract that the vendor requests to be negotiated with the City if the vendor is selected to provide services under the RFP. Any changes or modifications, which are not identified by the vendor in its proposal, will not be reviewed by the City before a final agreement is executed. The City will presume that RFP sample contract has been thoroughly reviewed and discussed with legal counsel prior to preparation of any lists of proposed modification. All vendors are strongly advised to seek legal counsel prior to preparing such list. The City reserves the right to accept or reject in its sole discretion any proposed modification to the sample contract. The City further reserves the right to modify any terms and conditions as deemed necessary, prior to execution of a final agreement.*

Vendors will be presumed to have submitted their proposals based upon all the information set forth in the contract and in a manner fully cognizant of the requirements of the contract. The City reserves the right to contemporaneously negotiate the final terms of the proposed contract with one or more of the highest ranked vendors. If the City is unable to reach an agreement as to final contract terms with any selected vendor, the City expressly reserve the right to terminate negotiations and enter into contract negotiations with one or more of the other finalists.

All contracts will be executed in accordance with the City and County of Denver's Contract Administration process. The selected proposal and budget will become an attachment to the contract. Services and payment may commence upon final execution of the signed contract between the successful vendor and the City.

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2009, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", and _____, a non-profit corporation, with an address of _____, **Denver, CO** _____ (the "Contractor").

1. **DEFINITIONS:** The capitalized terms used in this Agreement and any and all exhibits hereto, will have the meanings given such terms in the paragraph in which such terms are parenthetically defined. The meanings given to terms defined will be equally applicable to the singular and plural forms of such terms. In addition, the following capitalized terms shall have the following meanings:

(a) "City" means the City and County of Denver or a person authorized to act on its behalf.

(b) "Subcontractor" means an entity, other than a Contractor, that furnished or furnishes to the City or the Contractor services or supplies (other than standard office supplies, office space or printing services) pursuant to this Agreement.

(c) "Federal Government" shall include representatives of the agency, department or office of the United States of America which is or may hereafter be empowered to promulgate, review or enforce rules governing the expenditure of Federal Funds which are or may hereafter become obligated under this Agreement.

(d) "Federal Funds" means an award or appropriation of monies from the Federal Government for purposes of administering the Program.

(e) "Federal Law" shall include any laws of the United States of America which govern funds which are or may after become obligated under this Agreement. Federal Law may include, but is not limited to, federal laws set forth in Article 23 of this Agreement, as well as any and all amendments thereto which may currently or hereafter be in effect.

(f) "Program" shall mean any and all authorized services and activities necessary to administer the Agency's responsibilities under the Workforce Investment Act 1998, Public Law 105-220, as codified at, 29 U.S.C. §2801, *et seq.*, ("WIA"), (CFDA No. 17.258 - WIA Adult; CFDA No. 17.259 - WIA Youth).

(g) "State Government" shall include representatives of the agency, department or office of the State of Colorado which is or may hereafter be empowered to promulgate, review or enforce rules governing the expenditure of State funds which are or may hereafter become obligated under this Agreement.

(h) "State Law" shall include any laws of the State of Colorado which govern funds which are or may become obligated under this Agreement. State Law includes, but is not limited to, the state laws set forth in Article 28 of this Agreement, as well as amendments thereto which may currently or hereafter be in effect.

2. SERVICES TO BE PROVIDED:

(a) The Contractor will provide comprehensive employment and training services (the "Services") as set forth in the Contractor's Work Statement, a copy of which is marked as Exhibit B, attached hereto and incorporated herein by reference, as modified by the terms of this Agreement.

(b) The Contractor agrees to carry out the Services described hereunder in a lawful manner.

3. **COORDINATION AND LIAISON:** The Contractor will fully coordinate all services hereunder with the City acting by and through the Office of Economic Development-Division of Workforce Development (OED-DWD). The City's Director of the Division of Workforce Development (the "Director"), or the Director's designee is the City's representative under this Agreement through whom contractual services performed under this Agreement will be coordinated.

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on _____, 2009, and terminate on _____. 20____.

Contractor / Funding [select funding source]/ CA Initials

GE _____

TANF WIA Template. date: April 30, 2008

5. **COMPENSATION AND METHOD OF PAYMENT:**

(a) The City agrees to make available to the Contractor, in accordance with the terms of this Agreement, Federal Funds appropriated, granted or otherwise made available for purposes consistent with this Agreement, and the Contractor agrees to accept as full payment for the services an amount not to exceed _____ **Dollars (\$_____.00)(the “Maximum Contract Amount”)** to be paid by the City in accordance with Exhibits B and C for the satisfactory performance of Contractor’s obligations under this Agreement.

(b) The parties may modify Exhibit B and/or Exhibit C to increase or decrease the services contained therein or the parties may modify Exhibit C to adjust upward or downward specific budget line items; provided, however, that there will be no modification to either or both Exhibits B and C that increases the Maximum Contract Amount. The parties shall memorialize any and all modifications to Exhibit B and/or Exhibit C by the Director’s (or the Director’s designee’s) written approval of:

(i) a change letter submitted by the Contractor explaining the proposed changes; and

(ii) a completely revised and restated Exhibit(s) reflecting the date upon which the new Exhibit(s) shall take effect. Any modification to Exhibit B and/or Exhibit C shall not take effect unless and until it is approved in writing by both parties, approved as to form by the City Attorney’s office, and placed on file by the Agency with the City Clerk. Any modification to Exhibit A agreed to by the parties that require an increase in the Maximum Contract Amount shall be evidenced by a written Amendatory Agreement prepared and executed by both parties in the same manner as this Agreement.

(c) The City has the right to recover from the Contractor any and all incorrect payments issued to the Contractor due to any omission, error, fraud, and/or defalcation including but not limited to applying a deduction from subsequent payments under this Agreement or other means of recovery by the City as a debt due to the City or otherwise as provided by law.

(d) If additional conditions are lawfully imposed on the Program and the City by the federal, state, or local law, executive order, rules and regulations, or other written policy instrument, the Contractor will comply with all such additional conditions. If the Contractor is unable or unwilling to accept any such additional conditions concerning the administration of the Program, the City may withhold payment to the Contractor of any unearned funds. If the City withholds payment for this reason, the City shall advise the Contractor and specify the actions that must be taken as a condition precedent to the resumption of payments.

(e) In the event the City determines that the Contractor possesses an unexpended balance of funds from any advance payments made to the Contractor, then all such unexpended advanced funds will be returned to the City within ten (10) days written notice to the Contractor. The City’s acceptance of any such amounts shall not constitute a waiver of any claim that the City may otherwise have arising out of this Agreement.

(f) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by the Contractor under the terms of this Agreement for any amount in excess of the Maximum Contract Amount.

The Contractor acknowledges that the City is not obligated to execute an amendment to this Agreement for any further phase of work other than the work described herein, and that any work performed by Contractor beyond that specifically described is performed at the Contractor's risk and without authorization under this Agreement.

(g) All payments under this Agreement, whether in whole or in part, are subject to and contingent upon the continuing availability of Federal Funds for the purposes of the Program. In the event that Federal Funds, or any part thereof, are not awarded to the City or are reduced or eliminated by the federal government or the State of Colorado, the City may reduce the total amount of compensation to be paid to the Contractor by revising Exhibits B and C or it may terminate this Agreement.

(h) The Contractor understands and agrees that any and all payment obligations of the City under this Agreement, including any extensions or renewals thereof, whether direct or contingent, shall extend only to funds appropriated by the U.S. Congress and the State of Colorado, and received and appropriated by the City Council, paid into the City Treasury, and encumbered for the purposes of this Agreement, and paid into the Treasury of the City. The Contractor acknowledges that (1) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (2) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

(i) The Contractor expressly agrees and covenants that the monies provided for and received under the terms of this Agreement are the only and sole funds received by the Contractor from or through the City and County of Denver for payment of the Services provided under this Agreement. In the event the Contractor shall receive any other monies from or through the City or any other party in order to provide the Services, then the compensation received hereunder may be reduced by such amount or amounts at the sole option of the City. The Contractor shall report promptly, in writing to the Director, all amounts received upon receipt.

6. **STATUS OF CONTRACTOR:** The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

7. **TERMINATION OF AGREEMENT:**

(a) The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Contractor. However, nothing herein shall be construed as giving the Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Director.

(b) Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar

nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

(c) If a Colorado Works Program Memorandum of Understanding executed by the City and the State of Colorado or any subsequent such Memorandum of Understanding is terminated for any reason, the Director may terminate this Agreement effective as of the date of termination of such Memorandum of Understanding.

(d) If the Agreement is terminated without cause the Contractor will be compensated for work requested and satisfactorily performed. Upon termination of the Agreement by the City, with or without cause, the Contractor will not have any claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work requested and satisfactorily performed as described in the Agreement.

(e) If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

8. EXAMINATION OF RECORDS:

(a) The Controller General of the United States of America or his authorized representative, any duly authorized representative of the City, including the City Auditor or his representative, or any duly authorized representative of the State of Colorado, shall, until the expiration of five years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Agreement.

(b) The Contractor acknowledges that it is subject to any and all applicable regulations or guidance of the United States Office of Management and Budget including, but not limited to, all applicable laws, rules, regulations, policy statements, and guidance issued by the Federal Government (including the United States Office of Management and Budget), regarding audit requirements.

(c) The Contractor shall keep true and complete records, and shall annually furnish an accurate statement for the preceding calendar year, of all business transactions under this Agreement, which statement shall be certified by an authorized representative of the Contractor to be correct. The Contractor agrees to establish and maintain a system of bookkeeping satisfactory to the federal government or the City's Auditor and to give any authorized representatives of the federal government or the City access during reasonable hours to such books and records. Any representative of the federal government or the City's Auditor shall have the right at any time, and from time to time, to audit all of the books of account, bank statements, documents, records, tax returns, papers and files of the Contractor, related to this Agreement, whether prepared manually or electronic, and the Contractor, upon request, shall make all such matters available for such examination. If said records exist in electronic form, the Contractor shall maintain a means of transferring said records to hardcopy form. The

Contractor's obligation to retain the above records shall expire five (5) years after the Contractor's statement for any period has been delivered to the City.

9. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any payment or other action by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Contractor. No payment, or other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to the City with respect to such breach or default. No assent, expressed or implied, to any breach of any term of Agreement constitutes a waiver of any other breach.

10. **INSURANCE:**

A. If the Contractor is a “public entity” within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended (“Act”), the Contractor shall maintain insurance, by commercial policy or self-insurance, as is necessary to meet the Contractor’s liabilities under the Act. Proof of such insurance shall be provided upon request by the City.

B. If the Contractor is not a “public entity” then, the following general conditions apply:

(1) **General Conditions:** At or before the time of execution of the Agreement, the Contractor shall secure the following insurance covering all operations, goods or services provided pursuant to the Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance must be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A” VIII or better. Each policy must contain a valid provision or endorsement stating “Should any of the above-described policies be canceled or should any coverage be reduced before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management (“Risk Management”), 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202 and to the Office of Economic Development-Division of Workforce Development, Attn: Contract Compliance Technician, 201 West Colfax Avenue, Dept. 1011, Denver, CO 80202 by certified mail, return receipt requested. Written notice must be sent thirty (30) days before cancellation or reduction unless due to non-payment of premiums for which notice must be sent ten (10) days prior.” If any policy is in excess of a deductible or self-insured retention, the Contractor must notify the City of this. The Contractor is responsible for the payment of any deductible or self-insured retention. The City reserves the right to require the Contractor to provide a bond, at no cost to the City, in the amount of the deductible or self-insured retention to guarantee payment of claims. Insurance coverage requirements specified in the Agreement in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection in the performance of the Agreement.

(2) **Proof of Insurance:** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor certifies that the certificate of insurance

attached as **Exhibit D** complies with all insurance requirements of this Agreement. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

(3) **Additional Insureds:** For general liability, Contractor's insurer shall name the City as an additional insured.

(4) **Waiver of Subrogation:** For all coverages, Contractor's insurer shall waive subrogation rights against the City.

(5) **Sub-contractors:** All sub-consultants, subcontractors, independent contractors, suppliers, and other entities providing goods or services under the Agreement are subject to all the insurance coverages required of Contractor under the agreement. Contractor shall include all sub-consultants, subcontractors, independent contractors, suppliers or other entities as Additional Insureds under its policies or shall ensure that these entities maintain the coverages required by the Agreement. Contractor shall provide proof of insurance for all sub-consultants, subcontractors, independent contractors, suppliers or other entities upon request by the City.

(6) **Workers' Compensation/Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor warrants that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect a rejection thereof during the Term of the Agreement, and that any rejections previously effected, have been revoked as of the date Contractor executes the Agreement.

(7) **Commercial General Liability:** Contractor shall maintain limits of \$1,000,000 for each occurrence claim, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations for each occurrence, and \$2,000,000 policy aggregate.

(8) **Automobile Liability:** Contractor shall maintain limits of \$1,000,000 Combined Single Limit applicable to all vehicles operating on City property and elsewhere.

(9) **Professional Liability:** Contractor shall maintain limits of \$1,000,000 for each claim, and \$1,000,000 aggregate limit for all claims.

(10) **Additional Provisions:**

(a) For general liability, the policies must provide the following:

(i) If any aggregate limit is reduce by twenty-five percent (25%) or more by paid or reserved claims, the Contractor shall notify the City within ten (10) days and reinstate the aggregates required;

(ii) Unlimited defense costs in excess of policy limits;

(iii) Broad form contractual liability;

(iv) A severability of interests provision;

(v) Waiver of exclusion for lawsuits by one insured against another;

(vi) A provision that coverage is primary; and

(vii) A provision that coverage is non-contributory with other coverage or self-insurance provided by the City.

(b) For general liability and professional liability, if the policy is a claims-made policy, then the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(c) For all general liability, the policy must not contain an exclusion for sexual abuse, molestation, discrimination or similar offenses, unless a separate policy covering this risk is provided and accepted by the City.

11. DEFENSE AND INDEMNIFICATION:

(a) Contractor hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

(b) Contractor’s duty to defend and indemnify hereunder shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify hereunder shall arise even if the City is the only party sued by claimant and/or claimant alleges that the City’s negligence or willful misconduct was the sole cause of claimant’s damages.

(c) Contractor will defend any and all Claims which may be brought or threatened against City, its appointed and elected officials, agents and employees, and will pay on behalf of City, its appointed and elected officials, agents and employees, any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City, its appointed and elected officials, agents and

employees, shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

(d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

(e) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

12. **COLORADO GOVERNMENTAL IMMUNITY ACT:** In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*

13. **TAXES, LATE CHARGES, AND PERMITS:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property, including to land, facilities, improvements, or equipment.

14. **ASSIGNMENT AND SUBCONTRACTING:** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations under the Agreement or subcontract performance obligations without obtaining the Manager's prior written consent. Any attempt by the Contractor to assign its rights or obligations or subcontract performance obligations without the Manager's prior written consent will be void and, at the Manager's option, automatically terminates the Agreement. The Manager has sole and absolute discretion whether to consent to any assignment of rights or obligations and subcontracting of performance obligations under the Agreement. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) it shall not create a contractual relationship between the City and sub-consultant or subcontractor or assignee.

Services subcontracted under this Agreement shall be specified by written agreement and shall be subject to each applicable provision of this Agreement and any and all applicable Federal and State Laws with appropriate changes in nomenclature in referring to such subcontract. The Contractor shall submit proposed subcontract agreements to the Director for the Director's review and approval. Such consent of the City obtained as required by this paragraph shall not be construed to constitute a determination of approval of any cost under this Agreement, unless such approval specifically provides that it also constitutes a determination of approval of such cost.

15. **NO THIRD PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

16. **NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the D.R.M.C.

17. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior or contemporaneous addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment will have any force or effect unless embodied in a written amendment to the Agreement properly executed by the parties. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City. The Agreement is, and any amendments thereto will, be binding upon the parties and their successors and assigns. Amendments to this Agreement will become effective when approved by both parties and executed in the same manner as this Agreement.

18. **SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion thereof to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

19. **CONFLICT OF INTEREST:**

(a) No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement; and the Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

(b) The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

20. **NOTICES:** Notices concerning termination of this Agreement, notice of alleged or actual violation of the terms or provisions of this Agreement, and other notices shall be given by the Contractor to: **Dr. Paula Gomez Farrell, Director, Division of Workforce Development, Office of Economic Development, 201 West Colfax Avenue, Dept. 1011, Denver, CO 80202;** and by the City to the Contractor at Contractor's address stated above. Said notice shall be delivered personally during normal business hours to the appropriate office, above, or by prepaid U.S. Certified Mail, Return Receipt Requested. Mailed notice shall be deemed effective upon deposit with the U.S. Postal Service. The parties may from time to time

designate substitute addresses or persons where and to whom such notices are to be mailed or delivered but such substitutions shall not be effective until actual receipt of written notification.

21. **DISPUTES:** All disputes of whatsoever nature between the City and the Contractor regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code, § 56-106(b), *et seq.* For the purposes of that procedure, the City official rendering a final determination shall be the City representative identified in Paragraph 3.

22. **GOVERNING LAW; VENUE:** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted or promulgated pursuant to the Charter and Code. The Charter, Revised Municipal Code and Executive Orders of the City and County of Denver are expressly incorporated into the Agreement. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado Second Judicial District.

23. **COMPLIANCE WITH APPLICABLE LAWS:** The Contractor will comply with all applicable Federal, State and City laws, ordinances, codes, regulations, rules, executive orders, and policies whether or not specifically referenced herein. Any references to specific federal, state, or local laws or other requirements incorporated into this Agreement are not intended to constitute an exhaustive list of federal, state, and City requirements applicable to this Agreement. Applicable statutes, regulations and other documents pertaining to administration or enforcement of the services referenced in this Agreement and all other applicable provisions of federal, state or local law are deemed to be incorporated herein by reference. Compliance with all such statutes, regulations and other documents is the responsibility of the Contractor. Contractor shall ensure that any and all Subcontractors also comply with applicable laws. In particular, and not by way of limitation, the services shall be performed in strict compliance with all laws, executive orders, ordinances, rules, regulations, policies and procedures prescribed by the City, the State of Colorado, and the United States Government, and the following additional federal requirements:

(a) The Workforce Investment Act 1998, Public Law 105-220, as codified at, 29 U.S.C. §2801, *et seq.*, (“WIA”).

(b) Any and all applicable federal, state, or City rules and regulations relevant to the administration of the Program including but not limited to 45 C.F.R. 260, 45 C.F.R 261, 45 C.F.R. 262, 45 C.F.R. 263, 45 C.F.R. 265; 3 C.C.R. 3.600 *et seq.*; 20 C.F.R. Part 660, *et seq.*

(c) The general terms and conditions contained in **Exhibit A**, attached hereto. The terms and conditions contained in Exhibit A are general in scope and may contain requirements covering conditions that may not be encountered in the performance of services under the Contract and which, for this reason, are not necessarily applicable thereto. Where any stipulation or requirement set forth therein applies to any such non-existing condition and is not applicable to the services under this Agreement, and the City so determines in writing, such stipulation or requirement shall have no meaning relative to the performance of such .

(d) Any and all Grant Awards, Contracts, or other Agreements governing this Agreement;

(e) Any and all Requests for Proposals, or portions thereof, issued by the City for purposes of this Agreement as designated by the Director;

(f) All policies, procedures, information memoranda, program guidance, instructions or other written documentation issued by the federal government, State of Colorado, or the City and provided to the Contractor concerning the Program or the expenditure of Federal Funds;

(g) All circulars of the U.S. Office of Management and Budget (“OMB”) including but not limited to A-133.

24. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

(a) This Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes, and as amended hereafter (the “Certification Statute”) and the Contractor is liable for any violations as provided in the Certification Statute.

(b) The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in either the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., or the employment verification program established by the Colorado Department of Labor and Employment under § 8-17.5-102(5)(c), C.R.S. (the “Department Program”), to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

C. The Contractor also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a sub-consultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program or the Department Program.

(4) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement.

(5) If it obtains actual knowledge that a sub-consultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-consultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such sub-consultant or subcontractor if within three (3) days after such notice the sub-consultant or subcontractor does not stop employing or

contracting with the illegal alien, unless during such three-day period the sub-consultant or subcontractor provides information to establish that the sub-consultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of §8-17.5-102(5), C.R.S.

25. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

26. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Contractor shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring the Contractor from City facilities or participating in City operations.

27. **CONFIDENTIAL INFORMATION; OPEN RECORDS:**

A. **Confidential Information:** The Contractor acknowledges and accepts that, in the performance of all work under the terms of this Agreement, the Contractor will or may have access to the following types of information: (1) City Proprietary Data or confidential information that may be owned or controlled by the City ("City Proprietary Data"); (2) confidential information pertaining to persons receiving services from the Agency ("Client Data"), or (3) confidential proprietary information owned by third parties ("Third Party Proprietary Data"). For purposes of this Agreement, City Proprietary Data, Client Data, and Third Party Proprietary Data shall be referred to collectively as "Confidential Information". The Contractor agrees that all Confidential Information provided or otherwise disclosed by the City to the Contractor or as otherwise acquired by the Contractor during its performance under this Agreement shall be held in confidence and used only in the performance of its obligations under this Agreement. The Contractor shall limit access to any and all Confidential Information to only those employees who have a need to know such information in order to provide services under this Agreement. The Contractor shall exercise the same standard of care to protect any and all Confidential Information as a reasonably prudent contractor or Contractor would to protect its own proprietary or confidential data. Contractor acknowledges that Confidential Information may be in hardcopy, printed, digital or electronic format. The City reserves the right to restrict at any time Contractor's access to electronic Confidential Information to "read-only" access or "limited" access as such terms are designated by the Manager.

The Contractor agrees to comply with all applicable state and federal laws protecting the privacy or confidentiality of any and all Client Data that include protected medical records or protected information. The Contractor shall establish and submit to the City, within fifteen (15) days of the City's written request thereof, copies of Contractor's policies and procedures to maintain the confidentiality of any protected medical records or protected

information to which the Contractor has access. In the event that the Contractor is required to access Client Data that include protected medical records from a third party provider or is required to provide Client Data, including protected medical records to the City for purposes of monitoring and evaluating the Contractor's performance under this Agreement, then the Contractor agrees to fully coordinate with OED-DWD personnel and the client in order to obtain any necessary consent forms, authorization forms, or release forms.

(1) Use of Confidential Information: Except as expressly provided by the terms of this Agreement, the Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any Confidential Information or any part thereof to any other person, party or entity in any form or media for any purpose other than performing its obligations under this Agreement. The Contractor further acknowledges that by providing access to Confidential Information, the City is not granting to the Contractor any right or license to use such data except as provided in this Agreement. The Contractor further agrees not to reveal, publish, disclose, or distribute to any other party, in whole or in part, in any way whatsoever, any Confidential Information without prior written authorization from the Manager.

(2) City Methods: The Contractor agrees that any ideas, concepts, know-how, computer programs, or data processing techniques developed by the Contractor or provided by the City in connection with this Agreement shall be deemed to be the sole property of the City and all rights, including copyright, shall be reserved to the City. The Contractor agrees, with respect to Confidential Information, that: (a) the Contractor shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the Manager; (b) the Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; (c) the Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

(3) Employees and Subcontractors: The requirements of this provision shall be binding on the Contractor's employees, agents, officers and assigns. The Contractor warrants that all of its employees, agents, and officers who designated to provide services under this Agreement will be advised of this provision. All requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement.

(4) Disclaimer: Notwithstanding any other provision of this Agreement, the City is furnishing Confidential Information on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including, but not in any manner limited to, fitness, merchantability, accuracy and completeness of the Confidential Information. The Contractor acknowledges and understands that Confidential Information may not be completely free of errors. The City assumes no liability for any errors or omissions in any Confidential Information. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or

for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately.

B. Open Records: The parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, *et seq.*, C.R.S. (2008), and that in the event of a request to the City for disclosure of such information, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of the Contractor's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

29. INTELLECTUAL PROPERTY RIGHTS:

A. Copyrights. Unless otherwise prohibited by Federal Law, the City and Contractor tend that all property rights to any and all records, case files, databases, materials, information, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, studies, reports, negatives, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final forms and on any media whatsoever (collectively, "Materials"), shall be the sole and exclusive property of the City. The Contractor shall disclose all such items to the City upon completion, termination, or cancellation of this Agreement. The Contractor shall not use, willingly allow another to use, or cause such items to be used for any purpose other than for the performance of the Contractor's duties and obligations under this Contract without the prior, express written consent of the City. To the extent permitted by the U.S. Copyright Act, 17 U.S.C. §101, *et seq.*, the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Contractor hereby sells, assigns and transfers all rights, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark and other intellectual property rights in perpetuity.

B. Patent Rights. If any improvement, or discovery of the Contractor, or any of its third party contractors, is conceived or first actually reduced to practice during the term or course of this Contract, and if such is patentable, then the Contractor shall immediately notify the City in writing of such invention, improvement, or discovery and provide the City with a complete written report on that invention, improvement or discovery. The rights and responsibilities of the Contractor, third party contractors of the Contractor, and the City with respect to such invention, improvement, or discovery shall be determined in accordance with all applicable Federal Laws, regulations, policies or waivers thereof. The Contractor shall include

the requirements of this paragraph in its third party contracts, if any, for the performance of work under this Agreement.

C. Patented Devices, Materials and Processes. If the Contractor employs any design, device, material or process covered by letter of patent or copyright, it shall provide for such use by suitable legal agreement with the patentee or copyright owner. The Contractor shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the City for any costs, expenses and damages which it may be obligated to pay by reason of any infringement, at any time during the prosecution or after the completion of services. None of the above in this subparagraph applies if the Contractor uses patented devices, materials or processes specified by the City.

D. Contractor acknowledges that pursuant to Federal Law, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

30. LEGAL AUTHORITY: Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

31. NO CONSTRUCTION AGAINST DRAFTING PARTY: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because the Agreement or any provisions thereof were prepared by a particular party.

32. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

33. INUREMENT: The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

34. TIME IS OF THE ESSENCE: The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

35. PARAGRAPH HEADINGS: The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

36. CITY EXECUTION OF AGREEMENT: This Agreement is expressly subject to, and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

37. PASS-THROUGH OF CITY OBLIGATIONS PURSUANT TO THE APPLICANT VERIFICATION STATUTE:

A. This Agreement is subject to Article 76.5 of Title 24, Colorado Revised Statutes, and any rules adopted pursuant thereto, as now existing or as hereafter amended (together the “Applicant Verification Statute”). Compliance by the Contractor is expressly made a contractual condition of this Agreement.

B. The Contractor shall verify the lawful presence in the United States, of each natural person eighteen (18) years of age or older (the “Applicant”), who applies for Federal, State or Local Public Benefits (“Benefits”) conferred pursuant to this Agreement, as such Benefits are defined in the Applicant Verification Statute. The Contractor shall require the Applicant to produce one of the forms of identification listed in the Applicant Verification Statute, and execute an affidavit in the form attached hereto as Exhibit E and incorporated herein by this reference. The Contractor shall maintain copies of each Applicant’s identification documentation and affidavit, and shall make such copies available to the City upon request.

38. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE: This Agreement consists of Articles 1 through [], which precede the signature page and the following attachments which are incorporated herein and made a part hereof by reference:

- A.** General Terms and Conditions – Exhibit A;
- B.** Work Statement - Exhibit B;
- C.** Budget - Exhibit C;
- D.** Proof of Insurance – Exhibit D;
- E.** Verification Affidavit – Exhibit E

In the event of an irreconcilable conflict between a provision contained in Articles 1 through [], and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

- Articles 1 through [] (Agreement)
- Exhibit A (unless the City specifically notifies the Contractor in writing that a provision of Exhibit A prevails over this Agreement)
- Exhibit B – Work Statement
- Exhibit C – Budget
- Exhibit D – Proof of Insurance
- Exhibit E – Verification Affidavit

39. COUNTERPARTS OF THIS AGREEMENT: This Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original of this Agreement.

Balance of page intentionally blank.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

CITY AND COUNTY OF DENVER:

By: _____
STEPHANIE Y. O'MALLEY, Clerk and
Recorder, Ex-Officio Clerk of the City and
County of Denver

By: _____
M A Y O R

RECOMMENDED AND APPROVED:

By: _____
Director, Division of Workforce Development

APPROVED AS TO FORM:

DAVID R. FINE, City Attorney for the City and
County of Denver

REGISTERED AND COUNTERSIGNED:

By: _____
Assistant City Attorney

By: _____
Manager of Finance
Contract Control No. _____

By: _____
Auditor
"CITY"

ATTEST: [If required by Corporate procedures]

[INSERT NAME OF CONTRACTOR]
Taxpayer (IRS) I.D. No. _____

By: _____

By: _____

Title: _____

Name: _____
(please print)

Title: _____

"CONTRACTOR"

Exhibit A – General Conditions
Exhibit B – Work Statement
Exhibit C - Budget
Exhibit D –Proof of Insurance
Exhibit E -Verification Affidavit

Contractor / Funding [select funding source]/ CA Initials
GE _____
OED-DWD - TANF Template (nongov entities)
Date issued by CAO: February 5, 2009

SECTION E: ATTACHMENTS

E.1 REFERENCE LISTING: – Attachment A

Vendors shall furnish the names, addresses and telephone numbers of a minimum of three (3) firms or government organizations for which the vendor has provided similar projects:

Company Name _____

Address _____

Reference _____

Telephone Number _____

Project Name _____

Value \$ _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Project Name _____

Value \$ _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Project Name _____

Value \$ _____

E.2 DISCLOSURE OF PRINCIPALS: – Attachment B

Pursuant to D.R.M.C. 20-69: all contract for professional or personal services which will exceed twenty-five thousand dollars (\$25,000.00); all proposals for use of real property of or by the City, the duration of which is one year or longer and which exceeds twenty-five thousand dollars (\$25,000.00) in revenue or cost; and all proposals for concession agreements for the use of City facilities or property must be accompanied by a separate detachable page setting forth the following information:

- (1) the names of any officer, director, owner or principal of the business entity, including the identity of any shareholder who owns or controls 5% or more of the business entity, and either 1) the names of his or her spouse, and children under eighteen years of age; or 2) a statement that he or she or his or her spouse, or children, if any, under the age of eighteen have or have not made a contribution, as defined in D.R.M.C. 15-32, or contribution in-kind, as defined in D.R.M.C. 15-32, to any candidate, as defined in D.R.M.C. 15-32, during the last five years and identifying by name himself or herself or any spouse or child under the age of eighteen who has made such a contribution or contribution in-kind to a candidate.
- (2) the name of any subcontractors or vendors whose share of the proposal exceeds \$100,000.00 of the contract or formal proposal amount; and
- (3) the names of any unions with which the vendor has a collective bargaining agreement.

See the following page for a form which may be used for such vendor disclosure.

The information required in (1) above must be provided at the time of proposal submittal, and the information required in (2) and (3) must be submitted in a timely fashion prior to award.

Failure to provide the required information in a timely fashion shall render any proposal to which D.R.M.C. 20-69 applies non-responsive.

While a vendor who has already disclosed such information need not provide such information with a second or subsequent proposal unless such information has changed, it shall be the responsibility of each such vendor to verify that such information is still current as of the date of such subsequent proposal and is in fact on file with the City Clerk **by so stating and signing the Disclosure Form**. Failure to provide or update the required information in a timely fashion shall render any proposal to which D.R.M.C. 20-69 applies non-responsive.

BIDDER/CONTRACTOR / VENDOR DISCLOSURE

Bidding Entity's/Vendor's Name

Date this form was completed

Address

(____)_____
Telephone Number

City, State, Zip Code

Signature of Officer/Owner

Section 20-69, D.R.M.C. requires the disclosure of the name of each officer, director, shareholder who owns or controls 5% or more of the business entity, principal, and owner of each bidding or proposing entity, and either the names of the spouses of those individuals and the names of their children under the age of eighteen (18), or a statement in lieu of the disclosure of the names of such spouses and children as set forth below in the "Certified Statement in Lieu of Disclosure". **The names of officers, directors, 5% shareholders, principals and owners must be disclosed in either event.** Required disclosures also include the names of any subcontractor/supplier receiving more than \$100,000.00 of work and the names of any unions with which the bidder/Vendor has a collective bargaining agreement.

This page may be photocopied if additional space is required.

The individuals listed below are disclosed as having the noted relationship with the business entity/Vendor listed above. Show appropriate letter in the box to the left. Use center box for relationship to another line number: A=Officer, B=Director, C=Principal, D=Owner, E=Controller of 5% or more of the stock, F=Spouse, G=Child under age 18, H=Subcontractor, I=Supplier, J=Union. Identify with an asterisk (*) all listed persons who have made a contribution or contribution in-kind, as defined by Section 15-32 D.R.M.C., within the last five years.

1. [] [] [] _____
2. [] [] [] _____
3. [] [] [] _____
4. [] [] [] _____
5. [] [] [] _____
6. [] [] [] _____
7. [] [] [] _____
8. [] [] [] _____

9. [] [] [] _____
10. [] [] [] _____
11. [] [] [] _____
12. [] [] [] _____
13. [] [] [] _____
14. [] [] [] _____
15. [] [] [] _____
16. [] [] [] _____

**BIDDER/CONTRACTOR/VENDOR/VENDOR CERTIFIED STATEMENT
IN LIEU OF DISCLOSURE OF NAMES OF SPOUSES AND CHILDREN**

I hereby certify that, except as identified by an asterisk above, no officer, director, shareholder who owns or controls 5% or more of the business entity, principal, or owner or his or her spouse or child under eighteen years of age has made a contribution, as defined at Section 15-32 D.R.M.C., or a contribution in kind, as defined at Section 15-32 D.R.M.C., to a candidate, as defined at Section 15-32 D.R.M.C., during the last five years.

Signature of Officer/Owner of Bidding/Proposing entity

Substitute
Form

E.3 REQUEST FOR TAXPAYER - Attachment D

For Auditor's Office Use Only

W-9

IDENTIFICATION NUMBER (TIN) VERIFICATION

Vendor #

PLEASE PRINT OR TYPE
INFORMATION**Legal Name** (Do NOT Enter the Business name of a sole proprietorship on this line.)**Do NOT send to the IRS****Trade Name** (Complete only if doing business as – DBA.)Return this form to the City and
County of Denver contact with
whom you have been working at
the address below.**Official Business/Mailing Address** (Include City, State and Zip Code.)Purchasing Division
Department of General Services
City & County of Denver
Wellington E. Webb Municipal Office Building
201 W. Colfax Ave. Dept 304
Denver, CO 80202☐ Check this box if you are either an attorney or a law firm. ☐ Check this box if you are a medical service provider.**Check your legal entity type and enter your 9-digit Taxpayer Identification Number (TIN) below.**

For Individuals, this is your Social Security Number (SSN). For other entities, it is your Employer Identification Number (EIN).

☐	Sole Proprietor (Note: Enter both the Owners SSN and the business EIN if applicable.)	SSN	—	—
		EIN	—	
☐	Individual	SSN	—	—
☐	General Partnership	EIN	—	
☐	Corporation	EIN	—	
☐	S-Corporation	EIN	—	
☐	LLC	EIN	—	
☐	LLP	EIN	—	
☐	Government Entity	EIN	—	
☐	Exempt or Non-Profit Organization	EIN	—	

If your business is a Foreign Entity please request a Form W-8 Certificate of Foreign Status from your City & County of Denver contact.

CERTIFICATION

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide the correct TIN.**Name** (print or type) _____ **Title** (print or type) _____**Signature** _____ **Date** _____ **Telephone** _____

E.4 DEBARMENT CERTIFICATION: - Attachment E

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

BEFORE SIGNING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that is and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department of agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal/date had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department of Labor's (DOL) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the DOL determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DOL may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DOL if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meaning set out in Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the DOL for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligibility or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the DOL, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in an covered transaction may rely upon a certification of a prospective participant in an lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Procurement or Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may terminate this transaction for cause or default.

E.5 CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENT: Attachment F

Instructions for Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies.
4. For grantees who are individuals, Alternate II applies.
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority of State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
7. If the workplace identified for the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph 5).
8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantee's attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State Criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

DRUG-FREE WORKPLACE REQUIREMENTS

Certification Regarding
Drug-Free Workplace Requirements

**BEFORE SIGNING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH
ARE AN INTEGRAL PART OF THE CERTIFICATION**

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted—
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with specific grant:
- Place of Performance (Street Address, city, county, state, zip code)

Name and Title of Authorized Representatives

Signature

Date

E.6 VENDOR'S CHECK LIST OF MATERIALS THAT MUST BE SUBMITTED:

ORGANIZE YOUR PROPOSAL AND SUBMIT THE FOLLOWING IN THE ORDER THEY ARE LISTED. REMEMBER TO CONSECUTIVELY NUMBER EACH PAGE IN YOUR PROPOSAL. PLEASE READ, SIGN, AND ATTACH THIS SHEET AS THE LAST PAGE OF YOUR PROPOSAL. MAKE SURE DOCUMENTS OR EXHIBITS WHICH NEED TO BE SIGNED AND DATED ARE COMPLETED. FAILURE TO SUBMIT ANY OF THE FOLLOWING DOCUMENTS MAY RESULT IN YOUR PROPOSAL BEING RETURNED AND NOT CONSIDERED FOR FUNDING.

(ALL DOCUMENTS MUST BE INCLUDED WITH EVERY COPY OF THE RFP IN THE FOLLOWING ORDER)

<u>Check</u>	<u>Exhibit/Document Description</u>
()	Have you signed the Vendor RFP Cover Sheet?
()	Table of Contents (with page numbers for all documents, including all attachments)
()	Executive Summary page (RFP Section C)
()	Statement of Work plus any attachments (RFP Section B)
()	Budget Pages with Narrative (RFP Section C)
()	Reference List
()	Completed/signed Bidder/Contractor/Vendor Disclosure
()	Completed Request for Taxpayer Identification Number Verification
()	Completed Federal Debarment Form Completed and signed Illegal Alien Certification
()	Completed Certification Regarding Drug-Free Workplace Requirements
()	Have you supplied any alternatives or additional information on separate headed note paper?
()	Have you checked to ensure there are no alterations, delineations or erasures of any proposal items?
()	Have you assured that there is sufficient time to transmit this proposal? The envelope or box must be delivered on time, as specified in the proposal, to the correct address.
()	Vendor's Checklist is the last page of this Proposal Package

CERTIFICATION

I HEREBY CERTIFY THAT THE INFORMATION I HAVE PROVIDED IN THE PROPOSAL IS ACCURATE TO THE BEST OF MY KNOWLEDGE, AND THAT I AM DULY AUTHORIZED/EMPOWERED TO SIGN CONTRACTS ON BEHALF OF THIS COMPANY.

COMPANY NAME

YOUR NAME (PLEASE PRINT)

TITLE

DATE

SECTION F: APPENDIX

F.1 YOUTH RFP – APPENDIX A:

WORKFORCE INVESTMENT ACT (WIA) YOUTH PERFORMANCE CALCULATIONS

I. YOUNGER YOUTH (AGES 14-18)

A) Skill Attainment Rate

Of all in-school youth and any out-of-school youth assessed to be in need of basic skills, work readiness skills, and/or occupational skills:

Total number of basic skills goals attained by younger youth plus number of work readiness skills goals attained by younger youth plus number of occupational skills goals attained by younger youth divided by the total number of basic skills goals plus the number of work readiness skills plus the number of occupational skills goals set.

Operational Parameters:

- The measure creates an appropriate intermediate-type measure for youth who require more services, such as academic and soft skills development, prior to attaining a diploma or equivalency, employment, and post secondary education.
- If a participant is deficient in basic literacy skills, the individual must set, at a minimum, one basic skills goal (the participant may also set work readiness and/or occupational skills goals, if appropriate).
- WIA participants counted in this measure may be in-school; and out-of-school youth assessed to be in need of basic skills, work readiness skills, and/or occupational skills.
- All youth measured in this rate must have a minimum of one skill goal set per year and may have a maximum of three goals per year.
- The target date for accomplishing each skill goal must be set for no later than one year.
- If the goal is not attained by the time of exit, the youth participant cannot be counted as a positive in the measure.
- The skill goal or the target date set can only be extended if the participant has a gap in service in which the participant is not receiving services but plans to return to the program. The one year clock for the goal target date stops. The clock begins again once the participant begins to receive program services.
- Goals will fall into the category of basic skills, work readiness skills, or occupational skills. Participants may have any combination of the three types of skill goals (three skill goals in the same category, two skill goals in one category and one skill goal in another, or one skill goal in each category, etc.).
- Success of skill attainment goals will be recorded in the quarter of goal achievement, while failure will be recorded in the quarter one year from the time the goal was set if not attained by such time.

B) Diploma or Equivalent Attainment

Of those younger youth who are without a diploma or equivalent at the time of participation:

Number of younger youth who attained secondary (high) school diploma or equivalent by the end of the first quarter after exit divided by the number of younger youth who exit during the quarter (except those still in secondary school at exit).

Operational Parameters:

- If a younger youth exits WIA while still enrolled in secondary education, the individual is excluded from the measure (i.e., programs will not be held accountable for these individuals under this measure).
- All younger youth (except those still in secondary school at exit and those who have already attained their diploma or equivalent prior to participation) will be assessed in this measure in the quarter after exit.

C) Retention Rate

Number of younger youth found in one of the following categories in the third quarter following exit:

- post secondary education,
- advanced training (replaced with advanced training or occupational skills in PY 2006),
- employment (including military service), or
- qualified apprenticeships.

divided by the number of younger youth who exit during the quarter (except those still in secondary school at exit).

Operational Parameters:

- If the participant is in one of the placement activities listed above during the third quarter following exit, the individual is counted as successfully retained (the participant does not have to remain in the same activity for the entire retention period, as long as the participant is found in one of the activities during the third quarter).
- The use of the definition of advanced training/occupational skills training is effective on July 1, 2006. Younger youth participants who received services prior to July 1, 2006 are covered under the previous requirements.
- If the participant exits WIA and does not enter into any of placement activities by the time retention is measured, the participant is counted in the denominator of the measure and it is reflected as a negative outcome.
- If a younger youth exits WIA while still enrolled in secondary education, the individual is excluded from the measure (i.e., programs will not be held accountable for these individuals under this measure).

II. OLDER YOUTH (AGE 19-21) MEASURES

A) Entered Employment Rate

Of those who are not employed at the date of participation and who are either not enrolled in post-secondary education or advanced training/advanced training-occupational skills training in the first quarter after exit or are employed in the first quarter after the exit quarter:

Number of older youth participants who are employed in the first quarter after exit divided by the number of older youth participants who exit during the quarter

Operational Parameters:

- Individuals who are employed at participation are excluded from this measure (i.e., programs will not be held accountable for these individuals under this measure).
- The use of the definition of advanced training/occupational skills training is effective on July 1, 2006. Younger youth participants who received services prior to July 1, 2006 are covered under the previous requirements.
- Employment at participation is based on information collected from the participant, not from UI (unemployment insurance) wage records.
- Individuals in both employment and post-secondary education or advanced training in the first quarter after exit will be included in the denominator. Individuals who are not employed, but are in only post-secondary education or advanced training in the first quarter after exit are excluded from this measure (i.e., programs will not be held accountable for these individuals under this measure).

B) Employment Retention Rate at Six Months

Of those who are employed in the first quarter after exit and who are either not enrolled in postsecondary education or advanced training/advanced training-occupational skills training in the third quarter after the exit quarter or are employed in the third quarter after the exit quarter:

Number of participants who are employed in the first quarter after the exit quarter divided by the number of older youth participants who exit during the quarter.

Operational Parameters:

- This measure includes individuals who are employed in the first quarter following exit, except those individuals who are employed in the first quarter and not employed in the third quarter following exit, but are in post-secondary education or advanced training in the third quarter following exit. These individuals are excluded from this measure (i.e., programs will not be held accountable for these individuals under this measure).
- The use of the definition of advanced training/occupational skills training is effective on July 1, 2006. Younger youth participants who received services prior to July 1, 2006 are covered under the previous requirements.
- Employment in the first and third quarters following exit does not have to be with the same employers.

C) Average Earnings Change in Six Months

Of those who are employed in the first quarter after the exit quarter and who are either not enrolled in postsecondary education or advanced training/advanced training-occupational skills training in the third quarter after the exit quarter or are employed in the third quarter after the exit quarter:

Total post-program earnings (earnings in quarter 2 + quarter 3 after exit) minus pre-program earnings (earnings in quarter 2 + quarter 3 prior to registration) divided by the number of older youth who exit during the quarter.

Operational Parameters:

- This measure includes the same population as the older youth employment retention measure (regardless of their employment status at registration).
- The use of the definition of advanced training/occupational skills training is effective on July 1, 2006. Younger youth participants who received services prior to July 1, 2006 are covered under the previous requirements
- To ensure comparability of this measure on a national level, the UI wage records will be the only data source for this measure. Acceptable wage record sources are a state's Unemployment Insurance wage records, Federal employment wage records, military employment wage records, and other administrative wage records.
- Individuals whose employment in either the first or their quarter after the exit quarter was determined from supplementary sources and not from wage records are excluded from the measure.
- Grantees must initiate processes to obtain the second and third quarter pre-program earnings from the individual at the time of participation in the program.
- Earnings may be excluded from each of the total quarterly amounts only where the grantee has determined that false or erroneous wage record data have been reported to the grantee, or the individual has received distributions related to severance pay or other earnings attributable to termination from an employment situation. Such a determination by the grantee must be based on documented procedures and processes for editing and cleaning wage record data and are subject to audit.
- Employment & Training Administration will not be amending the older youth earnings measure to an average earnings measure since the older youth earnings measure may be eliminated upon WIA reauthorization.

D) Credential Rate

Number of older youth participants who are either employed, in post-secondary education, or in advanced training/advanced training-occupational skills training in the first quarter after the exit quarter and received a credential/certificate by the end of the third quarter after the exit quarter divided by the number of older youth participants who exit during the quarter.

Operational Parameters:

- The use of the definition of certificate is applicable for participants who begin receiving services on or after July 1, 2006. Older youth participants who received services prior to July 1, 2006 are covered under the previous requirements.
- The use of the definition of advanced training/occupational skills training is effective on July 1, 2006. Younger youth participants who received services prior to July 1, 2006 are covered under the previous requirements.
- For older youth, a credential/certificate can be coupled with employment, entry into post-secondary education, or entry into advanced training.
- All older youth exiters will be included in this measure.
- Credentials/certificates can be obtained while a person is still participating in services.

YOUTH RFP – APPENDIX B:

F.1.a GLOSSARY OF TERMS

Academy Approach – A workforce development approach that prepares youth for entry-level employment through the utilization of industry-specific academies. These academies will provide youth with the requisite hard and soft skills to become successfully and sustainably employed in the identified industries.

Additional Assistance or Needs Additional Assistance - A Youth who "requires additional assistance to complete an educational program, or to secure and hold employment" is an individual who exhibits one or more of the following characteristics – not making progress toward graduation, poor academic performance, unemployed or underemployed, has a secondary diploma or GED and is basic skill deficient, or meets the income guidelines established for WIA eligibility. The characteristic will be indicated and documented on the application.

Advanced Training/Occupational Skills Training – To count as a placement for the Youth Common Measures, advanced training constitutes an organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate, or advanced levels. Such training should: (1) be outcome-oriented and focused on a long-term goal as specified in the Individual Service Strategy, (2) be long- term in nature and commence upon program exit rather than being short-term training that is part of services received while enrolled in ETA-funded youth programs, and (3) result in attainment of a certificate (as defined below under this attachment).

Basic Skills Goal - A measurable increase in basic education skills including reading comprehension, math computation, writing, speaking, listening, problem solving, reasoning, and the capacity to use these skills. (Please note: this term applies to the current WIA statutory youth measures only, it does not apply to the common measures).

Certificate – A certificate is awarded in recognition of an individual's attainment of measurable technical or occupational skills necessary to gain employment or advance within an occupation. These technical or occupational skills are based on standards developed or endorsed by

employers. Certificates awarded by workforce investment boards are not included in this definition. Work readiness certificates are also not included in this definition. A certificate is awarded in recognition of an individual's attainment of technical or occupational skills by:

- A state educational agency or a state agency responsible for administering vocational and technical education within a state.
- An institution of higher education described in Section 102 of the Higher Education Act (20 USC 1002) that is qualified to participate in the student financial assistance programs authorized by Title IV of that Act. This includes community colleges, proprietary schools, and all other institutions of higher education that are eligible to participate in federal student financial aid programs.
- A professional, industry, or employer organization (e.g., National Institute for Automotive Service Excellence certification, National Institute for Metalworking Skills, Inc., Machining Level I credential) or a product manufacturer or developer (e.g., Microsoft Certified Database Administrator, Certified Novell Engineer, Sun Certified Java Programmer) using a valid and reliable assessment of an individual's knowledge, skills, and abilities.
- A registered apprenticeship program.
- A public regulatory agency, upon an individual's fulfillment of educational, work experience, or skill requirements that are legally necessary for an individual to use an occupational or professional title or to practice an occupation or profession (e.g., FAA aviation mechanic certification, state certified asbestos inspector).
- A program that has been approved by the Department of Veterans Affairs to offer education benefits to veterans and other eligible persons.
- Job Corps centers that issue certificates.
- Institutions of higher education which is formally controlled, or has been formally sanctioned, or chartered, by the governing body of an Indian tribe or tribes.

College in Colorado- an online tool available to provide career and college access resources free-of-charge to students, parents, educators and partners statewide: <http://www.collegeincolorado.org/home.aspx> .

Common Measures – In coordination with federal agencies, OMB has developed uniform evaluation metrics, called "common measures," for job training and employment programs as well as four additional crosscutting, government-wide functions, including housing assistance, wild land fire management, flood mitigation, and disaster insurance. The common measures are intended to institute uniform definitions for performance. The common measures for job training and employment will be applied to 31 programs administered by six federal agencies.

Credential - A nationally recognized degree or certificate or state/locally recognized credential. Credentials include, but are not limited to, a high school diploma, GED, or other recognized equivalents, post-secondary degrees/certificates, recognized skill standards, and licensure or industry-recognized certificates. States should include all state education agency recognized credentials. In addition, states should work with local workforce investment boards to encourage certificates to recognize successful completion of the training services listed above that are designed to equip individuals to enter or re-enter employment, retain employment, or advance

into better employment. (Please note: this term applies to the current WIA statutory adult, dislocated worker, and older youth measures only, it does not apply to the common measures).

Diploma – The term diploma means any credential that the state education agency accepts as equivalent to a high school diploma. The term diploma also includes post-secondary degrees including Associate (AA and AS) and Bachelor Degrees (BA and BS).

Occupational Skills Goal - A measurable increase in primary occupational skills encompassing the proficiency to perform actual tasks and technical functions required by certain occupational fields at entry, intermediate or advanced levels. Secondary occupational skills entail familiarity with and use of set-up procedures, safety measures, work-related terminology, record keeping and paperwork formats, tools, equipment and materials, and breakdown and clean-up routines. (Please note: this term applies to the current WIA statutory youth measures only, it does not apply to the common measures).

Offender – An individual (1) who is or has been subject to any stage of the criminal justice process, for whom services under WIA may be beneficial; or (2) who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.

One-Stop – The One-Stop system was created to provide job seekers and employers information, counseling, and help in finding education, jobs, and job training (Hoff, 2001). One of WIA's seven key principles is universal access, whereby any job seeker can access these employment-related services at one location

Post-Secondary Education – A program at an accredited degree-granting institution that leads to an academic degree (e.g., A.A., A.S., B.A., B.S.). Programs offered by degree-granting institutions that do not lead to an academic degree (e.g., certificate programs) do not count as a placement in post-secondary education, but may count as a placement in “advanced training/occupational skills training.”

Poverty Line – The poverty line is the level of income below which one cannot afford to purchase all the resources one requires to live. People who have an income below the poverty line have no discretionary disposable income, by definition.

Qualified Apprenticeship - A program approved and recorded by the ETA Bureau of Apprenticeship and Training or by a recognized state apprenticeship agency or council. Approval is by certified registration or other appropriate written credential.

Significant Barriers to Employment – Barriers that are sufficient enough that they prevent the successful obtainment and retention of employment.

Soft Skills- Basic work place skills necessary to effectively navigate work place settings (i.e. regular attendance, conflict management, etc.).

Supportive Services – The term “supportive services” means services such as transportation, child care dependent care, housing, and needs-related payments that are necessary to enable an

individual to participate in activities. The support services available from DWD include bus passes, gas vouchers, work clothes, eye glasses, childcare and work tools.

Training Services - These services include WIA-funded and non-WIA funded partner training services. These services include: occupational skills training, including training for nontraditional employment; on-the-job training; programs that combine workplace training with related instruction, which may include cooperative education programs; training programs operated by the private sector; skill upgrading and retraining; entrepreneurial training; job readiness training; adult education and literacy activities in combination with other training; and customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

Unemployed Individual [WIA Sec. 101 (47)] – Means an individual who is without a job and who wants and is available for work. The determination of whether an individual is without a job shall be made in accordance with the criteria used by the Bureau of Labor Statistics of the Department of Labor in defining individuals as unemployed.

Unsubsidized Employment - A part-time or full-time job in the private or public sector, where wages are not paid by the Division of Workforce Development.

Work Readiness Skills Goal - A measurable increase in work readiness skills including world-of-work awareness, labor market knowledge, occupational information, values clarification and personal understanding, career planning and decision making, and job search techniques (resumes, interviews, applications, and follow-up letters). They also encompass survival/daily living skills such as using the phone, telling time, shopping, renting an apartment, opening a bank account, and using public transportation. They also include positive work habits, attitudes, and behaviors such as punctuality, regular attendance, presenting a neat appearance, getting along and working well with others, exhibiting good conduct, following instructions and completing tasks, accepting constructive criticism from supervisors and co-workers, showing initiative and reliability, and assuming the responsibilities involved in maintaining a job. This category also entails developing motivation and adaptability, obtaining effective coping and problem-solving skills, and acquiring an improved self image. (Please note: this term applies to the current WIA statutory youth measures only, it does not apply to the common measures).

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