



Request for Proposal

RFP #21-01-SD Services to Underserved Businesses

RFP INFORMATION:

PROPOSAL RESPONSE DATE:
March 9, 2021

PROPOSAL RESPONSE TIME:
NO LATER THAN 2:30 P.M.

DELIVER PROPOSAL SUBMITTALS TO:

Stanislaus County GSA Purchasing Division
1010 10th St., Suite 5400
Modesto, CA 95354

Proposers are required to submit one (1) original hard-copy and five (5) hard-copies of the proposal response (including all required attachments) to the address above and one (1) copy electronically via www.planetbids.com. Hard-copy proposals shall clearly identify the vendor name, project name, RFP number, and RFP response date on the outside of the package and be delivered in a sealed package. Failure to do so may cause the proposal to be rejected.

PRE-PROPOSAL CONFERENCE DATE:
February 16, 2020

PRE-PROPOSAL CONFERENCE TIME:
10:00 A.M.

LOCATION OF PRE-PROPOSAL CONFERENCE:
Microsoft Teams Meeting – Refer to Section 2.2

MANDATORY ATTENDANCE AT PRE-PROPOSAL CONFERENCE REQUIRED: NO
If attendance is mandatory, failure to attend this conference will result in rejection of
proposals from vendors that did not attend.

Any changes to this RFP are invalid unless specifically modified by Stanislaus County (County) and issued as a separate addendum document. Should there be any question as to changes to the content of this document, County's copy shall prevail. All addenda and notices related to this solicitation will be posted by County on PlanetBids. In the event this Bid is obtained through any means other than PlanetBids, County will not be responsible for the completeness, accuracy, or timeliness of the final Bid document.

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SECTION ONE – INTRODUCTION

1.1 Statement of Purpose

The County of Stanislaus (County) is seeking proposals from experienced organizations for the provision of Workforce Innovation and Opportunity Act (WIOA) Adult and Dislocated Worker services on behalf of Stanislaus County Workforce Development (SCWD).

Under the direction and guidance of the Director of the Stanislaus County Workforce Development and the Stanislaus County Workforce Development Board and pursuant to the Workforce Innovation and Opportunity Act, the CONTRACTOR will identify businesses that are underserved, (minority-owned, women-owned, geographical low-income location, or other “at-risk” businesses) within Stanislaus County. Furthermore, the CONTRACTOR shall collaborate with Workforce Development staff to offer resources and services to mitigate layoffs and closures, thereby promoting business longevity and job retention.

Background

At the June 1, 2020 Workforce Development Board meeting, the Board approved Staff's recommendation to contract with an entity to serve as a community liaison for the purpose of engaging Workforce Innovation and Opportunity Act (WIOA) services directly to underserved businesses that are at-risk, minority owned, minority represented, women-owned businesses and businesses that primarily serve-risk community members within Stanislaus County.

Due to the timeliness of the need, Workforce Development sought a well-developed community entity that had a trusted relationship in the targeted community and had the staffing resources that would successfully assist with the community needs. Workforce Development staff entered into a one-year contract with a service provider specifically to assist with the COVID-19 Grants and to help identify the underserved businesses in Stanislaus County.

In an effort to strengthen the economic condition of Stanislaus County, Workforce Development will conduct a competitive procurement to obtain a provider to increase engagement and services to minority-owned and underrepresented businesses that primarily serve at-risk underserved community members. This contracted provider will assist in identifying and improving access to at-risk underserved businesses and help Workforce Development increase service availability and economic viability to these important community members.

1.2 RFP Intent

The RFP intent is to procure qualified providers to deliver WIOA-funded referral-based assistance, resources, and information for the improvement of locally identified underserved businesses (minority-owned, women-owned, geographical low-income location, or other “at-risk” businesses), within Stanislaus County. The purpose of the program is to provide referral-based resources and services to mitigate layoffs and closures, thereby promoting business longevity and job retention.

1.3 Scope of Services

The County has identified certain criteria to be used as a basis for a scope of work, which is set forth in this RFP and specifically in Exhibit A attached hereto and made a part hereof. It is the Proposer's responsibility to propose a complete Scope of Work that explains in detail the proposer's offering. This proposed Scope of Work will be used as the basis for negotiating the final Scope of Work for inclusion in the resultant agreement. The RFP contains the minimum list of services and deliverables the selected proposer is expected to provide the County.

1.4 Contract Duration

The County intends to enter into a contract with an effective date period of July 1, 2021, through June 30, 2022. The County reserves the right to extend this contract period on a year-to-year basis; however, in no case will the renewal extend beyond two (2) years from the expiration date of the original contract. An extension of the term of this contract will be affected through a renewal of the contract. If the extension of the contract necessitates additional funding beyond that which was included in the original contract, the increase in the County's maximum liability will also be affected through a renewal of the contract and shall be based upon rates provided in the original contract and proposal.

1.5 Other Government/Publicly Funded Agencies

If mutually agreeable to all parties, the issuance of any resultant contract and/or purchase order referencing the scope of services and modified by mutual agreement between all parties may be extended to other government or publicly funded agencies. All terms and conditions as specified in the agreement shall apply.

1.6 Proposal Deadline

Original proposals shall be submitted no later than the Proposal Deadline time and date detailed in Section 2 - RFP Schedule of Events. Proposals shall be delivered in a sealed package and clearly identify the Project Name, RFP Number, and RFP response date on the outside of the package. Failure to do so will cause the proposal to be rejected. It is the County's recommendation that the delivery method chosen require a receipt confirmation. Proposers shall respond to the RFP and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Proposers assume the risk of the method of dispatch chosen. The County assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by the County. Late proposals shall not be accepted, nor shall additional time be granted to any potential proposer.

Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means unless specifically requested by Stanislaus County General Services Agency Purchasing Division (Purchasing).

1.7 Nondiscrimination

Stanislaus County does not unlawfully discriminate in violation of any federal, state, or local law, rule, or regulation because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy-related condition, marital status, gender-sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

No person shall be excluded from participation in, denied benefits of, discriminated against in the admission or access to, or discriminated against in treatment or employment in the County's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law. Additionally, no person shall be excluded from participation in, denied benefits of, or otherwise subjected to discrimination in the performance of contracts with the County or in the employment practices of the County's proposers. Accordingly, all Proposers entering into contracts with the County shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.8 Assistance to Proposers with a Disability

Proposers with a disability may receive accommodation regarding the means of communicating this RFP and participating in this procurement process. Proposers with a disability should contact the RFP Point of Contact identified in Section 3.1 to request reasonable accommodation no later than the deadline for accommodation requests detailed in Section 2 - RFP Schedule of Events.

SECTION TWO – RFP SCHEDULE OF EVENTS

2.1 Schedule of Events

The following Schedule of Events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be prior to 5:00 P.M., Pacific Daylight Time. The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

| SCHEDULE OF EVENTS | | |
|--------------------|---|---------------------------------|
| 1 | County Issues Request for Proposal (RFP) | January 26, 2021 |
| 2 | Pre-Proposal Conference (10:00 A.M.) | February 16, 2021 |
| 3 | Question and Assistance to Proposers with a Disability Deadline | February 26, 2021 |
| 4 | Submission Deadline (2:30 P.M.) | March 9, 2021 |
| 5 | Mail - Notice of Intent to Award | March 26, 2021* |
| 6 | Protest Deadline | April 2, 2021* |
| 7 | Appeals Deadline | April 12, 2021* |
| 8 | Workforce Development Board Authorizes Contract | April 12, 2021 |
| 9 | Proposer Transition / Final Inspection | April 12, 2021 – June 30, 2021* |
| 10 | Begin Contract Services | July 01, 2021* |

*Denotes tentative date

2.2 Pre-Proposal Conference

A Pre-Proposal Conference for all potential proposers is scheduled at the time and date set forth below and in the preceding Section 2.1, Schedule of Events.

| PRE-PROPOSAL CONFERENCE LOCATION | |
|---|--|
| Stanislaus County | Microsoft Teams Meeting |
| Date: February 16, 2021 | Time: 10:00 A.M. |
| Contact: Steven Dimter | Meeting Phone: (559)512-3189 (Toll) |
| Conference ID: 684 792 407# | Meeting Phone: (888)370-6086 (Toll-free) |
| Click here to join the Microsoft Teams meeting (Ctrl + Click) | |

The purpose of the Pre-Proposal Conference is to discuss the work to be performed with the prospective Proposers and allow for questions concerning the RFP. Proposers are strongly

encouraged to (a) read through this RFP document in its entirety prior to the scheduled Pre-Proposal Conference, and (b) bring the RFP document in printed format to the scheduled Pre-Proposal Conference. The Pre-Proposal Conference serves solely to clarify the contents of the RFP and is not intended to provide technical assistance to Proposers or to add information to this RFP. The purpose is to answer questions, respond to previously submitted written questions, and clarify any ambiguities. Such clarification may aid potential proposers in deciding whether to submit proposals.

Oral responses to questions at the Pre-Proposal Conference are considered tentative and nonbinding on the County. To ensure accurate and consistent responses to all Proposers, the County's official responses to all questions shall be published by written Addendum after the Pre-Proposal Conference.

SECTION THREE – GENERAL REQUIREMENTS AND INFORMATION

3.1 Proposal Inquiries

Questions regarding this proposal shall be made in written form to:

| RFP POINT OF CONTACT | |
|---|--|
| Stanislaus County | General Services Agency / Purchasing Division |
| 1010 10 th St., Ste. 5400 | Modesto, CA 95354-0859 |
| Attention: Steven Dimter | PH: (N/A – ALL QUESTIONS TO BE IN WRITING) |
| E-mail: GSAPurchasing@StanCounty.com | FX: (209)525-7787 |

All inquiries shall be submitted before 5:00 P.M. Pacific Time on the date shown above in Section 2 – Schedule of Events. Responses by the County and any change in requirements will be done in the form of a written Addendum. The receipt of any resulting Addendum must be acknowledged in accordance with the directions on the Addendum. Oral explanations or instructions given before the award of the Contract will not be binding upon the County.

Proposers shall direct any questions or requests for clarification in writing to the RFP Point of Contact (or designee) named above. Proposers seeking information related to this RFP, including the scope of services described herein, obtained from sources other than the RFP Point of Contact (or designee) do so at their own risk. The County cannot be responsible for the completeness, accuracy, or timeliness of such information.

3.2 Proposal Format

Proposals must be submitted in the format identified in Section Five—Proposal Submittal Process. All items shall be completed and the signatures of all persons signing shall be written in longhand. The County may reject proposals not submitted in the specified format.

Proposals shall clearly identify the project name, RFP number, and RFP response date on the outside of the package, and be delivered in a sealed package no later than 2:30 P.M., to:

Stanislaus County
GSA Purchasing Division
1010 10th Street, Suite 5400
Modesto, CA 95354-0859

3.3 Proposals Received Late

Proposals received after the time specified will not be considered for evaluation and will be returned unopened to the respective proposer.

3.4 Proposal Errors

Mistakes in a Proposer's submittal must be corrected and the correction inserted; the person signing the proposal must initial the correction in ink. The County reserves the right to waive any informalities or minor irregularities in connection with proposals received.

3.5 Default or Failure to Perform

The principal protection of the County's interests in the case of default or other failure to perform shall be by means of bonds. Below are descriptions of the types of bonds. No Bonds are required for this RFP unless an alternate option for financial reports is required.

3.6 Proposal Security

If required, proposal security shall take the form of a bond, a cashier check, or a certified check, representing the Proposer's firm commitment to stand behind the RFP price. The Proposer's bond shall be prepared and guaranteed by a California admitted corporate surety made payable to the "County of Stanislaus" or the certified check shall be issued and certified by a responsible bank or banker. As a general rule, the Proposer's security is in the amount of ten percent (10%).

3.7 Performance Bonds

A performance bond may be required to secure fulfillment of all of the Proposer's obligations under the contract. If required, the successful proposer shall file with the County a surety bond satisfactory to the County in the amounts noted prior to the execution of the contract or awarding of an RFP by the County. Bonds shall be duly executed by a responsible corporate surety authorized to issue such bonds in California and secured through an authorized agent with an office in California. Proposer shall pay all bond premiums, costs and incidentals.

3.8 Payment Bonds

If required to assure the proposer's full discharge of its obligations to sub-proposer, suppliers, and other labor used on the project, the successful proposer shall file with the County a surety bond issued by a California admitted surety in the amounts noted.

3.9 County Code

All provisions of the County Code are applicable to any proposal submitted or contract awarded pursuant thereto. Note: Stanislaus County enacted a Local Vendor Preference in 2008; however, federally funded projects prohibit geographically based preferences. Therefore, the County's Local Vendor Preference policy does not apply to this federally funded procurement.

3.10 Cash Discounts

Cash discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Cash discounts offered for payment in twenty (20) or more days will be subtracted from the total Proposal price for the purposes of the Proposal evaluation. Any cash discount offered by the successful proposer will be accepted by the County, whether or not it was considered as a basis of award. All cash discounts, if taken, shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, whichever is latest.

3.11 Timing of Award

Within thirty (30) days after the proposal opening, a Contract may be awarded by the County to the Proposer whose proposal is determined in writing to be the best value to the County, taking into consideration price and adherence to the specifications set forth herein. The time for awarding a contract may be extended at the sole discretion of the County, if required to evaluate proposals or for such other purposes as the County may determine.

3.12 Right of Rejection

The County reserves the right to reject any and all proposals, as it may deem proper in its absolute discretion.

3.13 Form Contract/Exceptions and Alternatives

The Sample Contract attached to this RFP contains terms and conditions that will become binding upon the successful proposer upon execution of the agreement/contract. This Sample Contract is attached solely for the purpose of informing Proposers of the fixed, predetermined, standard contract provisions with which the successful Proposer will be required to comply.

If the Proposer suggests alternatives or states exceptions to any term or condition in the Contract, or to any provision or requirement of the RFP, such alternative or exception shall be clearly stated and identified in the submitted proposal. Any alternatives or stated exceptions proposed must satisfy all minimum qualifications specified in this RFP. The successful Proposer will otherwise be expected to sign the Contract upon award of the contract. The County expressly reserves the right, in its sole discretion, to (1) reject a proposal containing any exception or alternatives as non-conforming, or (2) accept any proposal alternative or exception and to award a contract based thereon if determined to be in the best interest of the County.

3.14 Failure to Comply

The County cannot accept any proposal that does not comply with all of the above-stated requirements.

3.15 Disqualification

Any of the following may be considered cause to disqualify a Proposer without further consideration:

1. Evidence of collusion among Proposers;
2. Any attempt to improperly influence any member of the Evaluation Committee;
3. A Proposer's default in any operation of a contract/agreement which resulted in termination of that contract/agreement; and/or
4. Existence of any lawsuit, unresolved contractual claim, or dispute between Proposer and the County.

3.16 Protest and Appeal Procedures

3.16.1 General

Potential bidders, proposers, and sub-proposers wishing to protest or appeal procurement or contracting decisions by the County of Stanislaus GSA-Purchasing Division must follow the procedures provided by this section. Protests or appeals that are not submitted in accordance with these procedures will not be reviewed.

Any complaint regarding this procurement must be handled through the administrative processes defined herein. Failure to adhere to, or attempting to circumvent or influence these administrative processes by contacting persons other than the Purchasing Agent or designee identified in Section 3.1 of this document, shall result in the protestor's immediate disqualification from consideration of award.

3.16.2 Definitions

For the purposes of this procedure:

1. "Bid" includes the term "offer" or "proposal" as used in the context of formal, informal, or negotiated procurements.
2. "Chief Executive Officer" means the Stanislaus County Chief Executive Officer.
3. "Days" means working days of the County of Stanislaus.
4. "Filing Date" or "Submission Date" means the date of receipt by Purchasing.
5. "Interested Party" means an actual or prospective Bidder or Proposer.
6. "Purchasing Agent" means the Stanislaus County Purchasing Agent.

3.16.3 Protest Procedure

1. Any Interested Party may file a written protest with the Purchasing Agent not later than five (5) days after date of mailing a Notice of Intended Award.
2. The protest shall be physically delivered or sent by registered mail to the Purchasing Agent. The County will not consider protests submitted electronically.
3. The protest must be physically received by the Purchasing Agent before 5:00 PM local time on the last day of the five (5) day protest period.
4. The protest filed with the Purchasing Agent shall:
 - a. Include the name, address, and business telephone number of the protestor;
 - b. Identify the project under protest by name, RFP/quotation/bid number, and RFP/quotation/bid date;
 - c. Contain a concise statement of the grounds for protest; provided, however, RFP or bid process and procedures, including evaluation criteria, shall not be proper grounds for protest. Concerns related to those issues must be raised and addressed, prior to the bid or proposal opening date to allow adjustments before evaluation of bids or proposals; and
 - d. Include all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during any appeal.

3.16.4 Protest Review

1. Upon receipt of a protest, the Purchasing Agent shall review all the submitted materials and shall create and retain a written record of the review. The Purchasing Agent shall respond in writing at least generally to each material issue raised in the protest not later than ten (10) days after receipt of the protest.
2. If the protested procurement involves federal funds, the Purchasing Agent shall give notice to the interested party that he or she has the right to appeal to the appropriate federal agency which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested parties.
3. Purchasing Agent decisions may be appealed in writing to the Chief Executive Officer or his/her designee(s), with a copy to the Purchasing Agent, not later than ten (10) days after date the Purchasing Agent's decision is mailed to the protesting party. However, RFP or bid process and procedures, including evaluation criteria, shall not

be proper grounds for appeal. A bid appeal review committee comprised of the Chief Executive Officer or designee, the Chairman and Vice Chairman of the Board shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Purchasing Agent. The County may share the protest and appeal materials with other proposers and may request them to comment on the protest and appeal. The appealing party may be represented by legal counsel if desired. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation. The decision of the bid appeal review committee shall be final.

SECTION FOUR – TERMS AND CONDITIONS

4.1 Cost of Preparation of Proposal

The County shall not pay costs incurred in the proposal preparation, printing, or demonstration process. All such costs shall be borne by the Proposer.

4.2 Rights to Pertinent Materials

All responses, inquiries, and correspondence relating to the RFP and all reports, charts, coverage maps, displays, schedules, exhibits, and other documentation produced by the Proposer that are submitted as part of the proposal shall become the property of the County after the proposal submission deadline.

Proposers shall be responsible for identifying information in their responses deemed to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information shall be held in confidence whenever possible. All other information shall be considered public after the award of the RFP.

4.3 Public Records Act

Stanislaus County is a local agency subject to the Public Records Act. As such, the County is required to disclose any Records related to the conduct of the public's business, unless there is a statutory exception. All proposals become public information no later than after the award of the RFP, with the exception of those portions of a proposal that are identified at the time of the submittal by the Proposer as "Confidential" or "Proprietary" and which are reasonably deemed by the County as not being public documents that must be disclosed under applicable sections of the California Public Records Act and other appropriate statutes and regulations.

Proposers who are not publicly owned must submit proof of financial profitability and stability with their proposal.

The County has taken the position that Financial Statements such as these are exempt from disclosure under the Public Records Act under California Public Contract Code section 10165 and 20101. As such, the County maintains the confidentiality of these documents, and does not release them to third parties unless court ordered to do so.

4.4 American with Disabilities Act of 1990, Title II

Stanislaus County is a local agency subject to Title II of the Americans with Disabilities Act. As such, the County is required to comply with the requirements of Title II of the ADA. Title II requires State and local governments to make their programs and services accessible to persons with disabilities. While many individuals with disabilities are able to take part in various government programs and activities without any accommodations, for many others their disabilities combined with environmental obstacles impose significant barriers to an equal opportunity to participate. The ADA protects the civil rights of people with disabilities against discrimination on the basis of disability. Title II of the ADA outlines the ways in which environmental, communication, and policy barriers must be addressed by Stanislaus County and those who enter into contracts with the County.

4.5 Modification of Scope of Services

The Scope of Services may be amended to meet available funding or to best meet the needs of the County. In the event that any additional services are required as identified herein, the County reserves the right to add such services by amending the Contract.

4.6 Right of County to Reject Proposals

The County reserves the right to reject any and all proposals or any part of the proposals, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the County may deem necessary.

All proposals received after the time specified in this Notice will not be considered and will be returned unopened.

4.7 Examination of Proposal Documents

Proposers shall carefully examine the specification and satisfy themselves as to their sufficiency, and shall not at any time after submission of the proposal, dispute or complain of such specifications and the directions explaining or interpreting them. Any questions or concerns that arise shall be submitted in writing to the contact person identified in Section 3.1 prior to the question deadline.

Should a Proposer find discrepancies in, or omissions from, the specifications, or should the undersigned be in doubt as to their meaning, the undersigned shall at once notify GSA-Purchasing. Notification is to be in written form and must be submitted at least ten (10) days prior to the proposal closing date. Any interpretations by the County will be made in the form of a written Addendum. Any change in requirements will also be done in the form of a written Addendum. The receipt of any resulting Amendment must be acknowledged in accordance with the directions on the Amendment. Oral explanations or instructions given before the award of the Contract will not be binding.

4.8 Insurance Provisions

The "Insurance Provisions" contained in the attached EXHIBIT B are hereby made a part of this RFP and any resultant contract. The proposer shall acknowledge in their proposal responses their ability to meet these insurance requirements. All exceptions to the insurance requirements must be communicated in writing and included with the proposal response. The proposer awarded the Agreement shall provide the County with a Certificate of Insurance and endorsements meeting the requirements of the attached EXHIBIT B.

4.9 Sample Contract

A Sample Contract is attached for the purpose of informing the proposer of the County's standard contract provisions with which the successful proposer will be required to comply and, with the exception of the insurance requirements set forth therein and described in detail in section 4.7 above, do not constitute requirements of this RFP. These provisions are subject to revision by the County at any time prior to the signing of the Contract.

The submission of a proposal shall be considered an offer to contract and should the proposer be awarded a contract, shall signify the proposer's agreement to be bound by all the terms, conditions (including insurance requirements), and specifications set forth in this RFP and in the various proposal documents, unless specifically noted otherwise in the proposal, and subsequently agreed to in writing by the County.

SECTION FIVE – PROPOSAL SUBMITTAL PROCESS

5.1 Submittal Documents

Proposers shall complete and submit the following documents in response to this RFP:

1. Signed Proposal Cover Page;
2. Proposal Checklist;
3. Local Vendor Preference form;
4. Exceptions to the terms and conditions of this RFP, if any;
5. Exceptions to the Sample Contract, if any;
6. Signed Non-Collusion Affidavit;
7. Response Clarification Addendum;
8. W-9;
9. Financial Report;
10. Qualification Proposal; and
11. Pricing Proposal and Narrative

5.2 Proposal Submittal

One (1) original hard-copy and five (5) additional hard-copies of the proposal shall be submitted to GSA-Purchasing at the place and time specified in this RFP.

All proposals (original hard-copy, additional hard-copies and electronic) shall contain all the elements set forth in Section 5.3 and shall be submitted in separately sealed envelopes/packages, each clearly identifying the project name, number and closing date. The envelopes/packages shall be marked as follows:

Part One – Financial Report

Part Two – Qualification Proposal

Part Three – Pricing Proposal and Narrative

5.3 Proposal Elements

Proposers shall address the proposal elements below:

5.3.1 Part One - Financial Report

The Financial Report submittal process is only required to be submitted with the original hard-copy proposal.

Prior to any contracts being issued a Proposer must demonstrate to the County's satisfaction that its company is financially sound. Proposers shall submit a Financial Report showing proof of financial profitability and stability, including their most recent audited financial statements. If a Proposer is not a public corporation, it too shall submit proof of financial profitability and stability with verifiable financial information of a nature comparable to audited financial statements. In some case, an alternate option may be made available upon the discretion of the Purchasing department. Contact Purchasing for more information prior to RFP proposal response date.

The Financial Report shall be submitted in its own separately sealed envelope or binder, marked "FINANCIAL REPORT". Proposers may submit only one (1) copy of Financial Reports in the original response only, which includes detailed information about the proposer's financial condition, including:

1. Audited financial statements for the three (3) most-recent fiscal years for which the statements are available, and interim if available. The statements must include balance sheet, income statement, and a statement of cash flows. Statements must be complete with opinion, notes, management letters, and conform to Generally Accepted Accounting Practices (GAAP). If no audited statements are available, explain why and submit unaudited financial statements. Statement of Income and Retained Earnings, for the three (3) most recent fiscal years, prepared by an independent auditing firm.
2. The percent of proposer's annual revenue this contract shall represent.

Note: Proposers may not submit income tax returns in lieu of the above requested items.

5.3.2 Part Two - Qualification Proposal

The Qualification submittal process is a two-step process. One (1) Qualification Proposal is required to be uploaded electronically via www.planetbids.com and one original (1) and five (5) additional copies of the Qualification Proposal is required to be received in office prior to the due date.

Mail/Hand Delivered:

One (1) original hard-copy and five (5) additional copies of the Qualification Proposal is required, in a binder with tabbed dividers. Each part shall be proceeded by an 8 ½" by 11" tab divider, with each part clearly labeled. The Qualification Proposal binder shall be marked "QUALIFICATION PROPOSAL", with each binder clearly identifying the project name, number, and closing date. The Qualification Proposal shall consist of items 1 – 8 and 10 listed above in Section 5.1, and shall contain all the elements set forth below:

1. Evidence of Proposer's authority to conduct business within the State of California.
2. Proposer's Number of years in business providing the services requested by this RFP.
3. Proposer's primary contacts (and management hierarchy) that will be available for all aspects of services under this RFP:
 - 3.1 A list of all sub-consultants that will be providing services to the Proposer for the completion of the Scope of Work and describe the role they will perform. Include for each sub-consultant:
 - 3.2 The firm's name, name of the key representative, address, valid California Contractor business license number and telephone number; or
 - 3.3 If no sub-consultant(s) will be used, include a statement stating thus.
4. Identify whether, during the prior five (5) years, any of Proposer's principals have been involved in litigation or arbitration of any kind relating to services similar to those requested by this RFP. If yes, provide the name of the public agency and briefly detail the dispute.
5. Identify whether Proposer has had a service agreement terminated for convenience or default in the prior five years. If yes, provide details of contact information for each contract, including: names, addresses, telephone numbers and the reason for termination.

6. Identify whether Proposer's firm, owners, and/or any principal or manager involved in, or is Proposer aware of, any pending litigation regarding professional misconduct or bad faith, and provide details.
7. Identify whether Proposer's firm, owners, and/or any principals or managers are involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency, and provide details.
8. Provide a list of at least (3) references for projects completed in the past five (5) years for government agencies to whom Proposer provided services similar to those requested by this RFP, including:
 - 8.1 Client name, contact person, and current telephone number;
 - 8.2 Project description and location;
 - 8.3 Description of services provided;
 - 8.4 Budget performance;
 - 8.5 Schedule performance;
 - 8.6 Key personnel involved; and
 - 8.7 Sub-consultants employed.
9. Submit a technical proposal describing the detailed scope of work that will be completed to accomplish the Scope of Work outlined in this RFP. The technical proposal shall include a description of Proposer's understanding of the specific project goals and requirements with highlights of those goals and requirements that are particularly significant to the project and the delivery of services; and
10. Brief history of the firm, including ownership structure, key principals, and current organization structure:
 - 10.1 History of the proposer's overall capabilities;
 - 10.2 Firms' Recent and related experience and expertise performing services requested by this RFP; and
 - 10.3 Provide information on proposer's current workload, facilities, resources, and experience that clearly demonstrates proposer's ability to successfully complete the Project within the time constraints stated.

Proposal documents not identified above shall be included in a section labeled "Other RFP documents."

5.3.2.1 Program Description (33 points)

1. The program detail is clear and concise about what services are to be provided. (6 pts.)
2. The program detail offers a comprehensive approach to develop and implement an effective plan for outreach and engagement of underserved businesses. (8 pts.)

3. The program detail is clear and concise about what tools will be used to identify needs of underserved businesses. (5 pts.)
4. The program detail describes how the provider will engage in and maintain effective partnerships and details a history of outreach and collaboration with other partner agencies. (9 pts.)
5. The program addresses monitoring and evaluating program operations, and tracking/capturing program outcomes. (5 pts.)

5.3.2.2 Organizational Capacity (20 points)

1. Organizational structure is outlined or stated and appropriate. (3 pts.)
2. Proposer describes the organization's mission, history and accomplishments, and number of years in operation and demonstrates sufficient knowledge, skills, ability, experience, and qualifications to administer the program. (5 pts.)
3. The proposer's quality and quantity of staff is appropriate to meet the RFP goals and objectives, and to administer the program. (5 pts.)
4. Proposer has experience in WIOA programs, America's Job Center of California (AJCC) Partners, Community-Based Organizations, or Governmental programs which would help them to understand the program concepts. (7 pts.)

5.3.2.3 Understanding of Project (25 points)

1. Proposer demonstrates a clear understanding of the goals and objectives outlined in the Scope of Services. (8 pts.)
2. Proposer exhibits an understanding of assisting underserved businesses and describes plans for implementation of services. (9 pts.)
3. The proposal addresses the needs of underserved businesses as outlined in the RFP attachment Scope of Services and proposer addresses how to serve these needs. (8 pts.)

5.3.3 Part Three – Pricing Proposal and Narrative

The Pricing Proposal and Pricing Proposal Narrative submittal process is a two-step process. One (1) Pricing Proposal and Pricing Proposal Narrative is required to be uploaded electronically via www.planetbids.com. One (1) original hard copy of the Pricing Proposal and Pricing Proposal Narrative is required to be received in office prior to the due date. The Pricing Proposal and Pricing Proposal Narrative should be provided in a separately sealed envelope marked “Pricing Proposal and Narrative.”

Pricing Proposal and Narrative (22 Points):

1. Pricing which details the total cost in U.S. dollars to the County for the proposal being submitted.

2. Provide specific information on any and all staff positions related to this program. (Title, base salary, fringe, hours, duties, years of experience, etc.)
3. Identify other resources and amounts that will be used in conjunction with County funds, if applicable.
4. Describe in detail how the costs outlined tie back to the purpose of the funding.
5. Demonstrate sufficient knowledge, ability, and experience to manage funds and ensure compliance with all applicable WIOA and local policies and procedures.
6. Describe the financial and administrative experience in managing and accounting for multiple, federal, state and local funding sources in accordance with Government Accounting Standards and Generally Accepted Accounting Principles (GAAP).
7. Description of the Proposer's ability and method used, to repay disallowed costs if such disallowances are identified in the monitoring or audit of the contract.

SECTION SIX – EVALUATION CRITERIA AND PROPOSER SELECTION

6.1 Evaluation of Proposals

This section identifies the selection process, evaluation criteria, and steps that shall be used in evaluating Proposer responses. Award shall be made to the Proposer whose proposal is determined in writing to (a) best meet the criteria set forth herein and (b) provide the best value to the County. The following describes the evaluation process and associated components.

6.2 Selection Process

The County shall establish an Evaluation Committee (EC) composed of representatives from the County for the purpose of evaluating the proposals received in response to this RFP. The County may elect to include as part of the Committee qualified representatives from other agencies or entities.

The EC shall be responsible for performing the evaluations of each proposal, including an evaluation of the proposed cost. Each member of the EC shall rate the proposals separately unless the proposals are technical in nature. In such cases a subject matter expert may be called upon to score that section of the RFP for all proposals. The scores of each member of the EC shall then be averaged to provide a total score for each of the proposers.

Proposal documentation requirements set forth in this RFP are designed to provide guidance to the proposer concerning the type of information that shall be used by the EC. Proposers shall be prepared to respond to requests by the EC for oral presentations, facility surveys, and other items deemed necessary to assist in the detailed evaluation process. Proposers are advised that the County, at its option, may award this proposal on the basis of the initial proposals.

6.3 Evaluation Phases

It is anticipated that the following steps will be performed by the Evaluation Committee (EC) in evaluating proposals; however, a strict observance to the evaluation steps is not required. A description of each evaluation step is provided below:

6.3.1 Phase I: Evaluate Proposal Submission and Financials (Pass/Fail)

Phase I is a pass/fail evaluation of submission completeness ("responsiveness") and the financial viability of the Proposer. GSA-Purchasing will conduct a pass/fail analysis of (a) each submitted proposal package for completeness and (b) the financial stability of each Proposer based upon the Financial Report submitted. During Phase I, the Pricing Proposals will remain unopened and be retained by Purchasing. Upon completion of its analysis, Purchasing will forward the qualification proposals submitted by Proposers who passed Phase I to the Evaluation Committee (EC). The Pricing Proposals will remain with Purchasing until the EC has completed the evaluation of the Qualification Proposals.

6.3.2 Phase II: Qualification Proposal Evaluation

In Phase II, the EC will review and evaluate the Qualification Proposals and each Proposer will be given a score. During this phase, reference checks will be performed, and Proposers may be interviewed. Should the County exercise the option to interview, only those Proposers judged by the EC to be the most qualified to perform the work contemplated herein shall be placed on an "interview list." Those Proposers on the interview list shall be requested to make a formal presentation of their proposals to the

County. On the basis of the oral presentation and the written proposal, the evaluators shall make a final ranking of potential Proposers.

In cases where the County has not already specified interviews as part of the Phase II evaluation process, and where Phase II scoring of any of the three top-rated proposers fall within 5% of one another, mandatory interviews of those three top-rated proposers shall be automatically triggered. The scoring for such interviews will be treated as bonus points, with the total possible points awarded to each of the three proposers limited to 5% of the published RFP points total. After such interviews, the scores for these top three proposers shall be recalculated and finalized separately from the other proposers who did not qualify for the interview process.

6.3.3 Phase III: Pricing Proposal and Narrative Evaluation

In Phase III, Purchasing shall evaluate pricing using a weighted average, with the lowest price assigned 100% of the points possible.

In determining the amount proposed by each proposer, the County shall disregard the mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the proposal. When an item price is required to be set forth in the proposal and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the County's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the County, such a procedure would be inconsistent with the policy of the proposal procedure. The total paid for each such item of work shall be based upon the item price and not the total price.

Should the proposal contain only a total price for the item and the item price is omitted, the County shall determine the item price by estimated quantities of work to be performed as items of work. If the proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the proposal shall be disregarded.

6.3.4 Calculation of Final Score

Upon completion of all phases of the evaluation process, the scores shall be totaled. The proposals shall be evaluated on the following categories considering the maximum weight possible for each category as listed below:

| EVALUATION CATEGORIES | MAXIMUM POINTS |
|--|----------------|
| PHASE I – FINANCIALS | PASS/FAIL |
| PHASE I – Review and Evaluate Financials <i>Notify Proposers Not Proceeding onto Phase II</i> | PASS/FAIL |
| PHASE II – QUALIFICATION PROPOSAL | MAXIMUM POINTS |
| PHASE II – Program Detail | 33 |
| PHASE II – Organizational Capacity | 20 |
| PHASE III – Understanding the Project | 25 |
| PHASE III – PRICING PROPOSAL AND NARRATIVE | MAXIMUM POINTS |
| PHASE III – Pricing Proposal and Pricing Proposal Narrative | 22 |
| TOTAL POSSIBLE POINTS: | 100 |

6.4 Award

Award for each area will be made to the Proposer whose proposal best meets the criteria set forth herein and provides the best value to the County, with price and all other factors considered.

SECTION SEVEN – STANDARD CONTRACT INFORMATION

7.1 Contract Approval

The RFP and the selection processes do not obligate the County and do not create rights, interests, or claims of entitlement in the apparent best evaluated Proposer. Contract award and County obligations pursuant thereto shall commence only after the contract is signed by the Proposer, the Purchasing Agent, and by all other County officials as required by County ordinances and regulations to establish a legally binding contract.

7.2 Contract Payments

Contract payments shall be made in accordance with the payment terms and conditions set forth in the final contract. No payment shall be made until the contract is fully executed and approved as required by County ordinances and regulations. Under no conditions shall the County be liable for payment of any type associated with the contract or responsible for any work done by the proposer regardless of whether work was done in good faith and upon verbal direction to proceed with the delivery of services, if such direction occurs before (a) the contract start date specified by the contract or (b) contract approval by County officials as required by applicable statutes and rules of the County of Stanislaus.

7.3 RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal shall be incorporated into the final contract.

7.4 Contract Monitoring

The County may employ all reasonable means to ensure that the services are progressing and being performed in compliance with the Contract. At reasonable times, the County may inspect those areas of the successful proposer's leased space that are related to the performance of the contract. If the County requires such an inspection, the successful proposer shall provide reasonable access and assistance.

7.5 Contract Amendment

During the course of this contract, the County may request the successful proposer to perform additional work for which the successful proposer would be compensated. Such work shall be within the general scope of this RFP. In such instances, the County shall provide a written description of the additional work, and the successful proposer shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the successful proposer's response to this RFP. If the County and the successful proposer reach an agreement regarding the work and associated compensation, said Contract shall become effective by means of a Contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the successful proposer and the head of the procuring County agency and must be approved by other County officials as required by County laws and regulations. The successful proposer shall not commence additional work until the County has issued a written contract amendment and secured all required approvals.

7.6 Sample Contract:

SAMPLE
AGREEMENT BETWEEN
COUNTY OF STANISLAUS
WORKFORCE DEVELOPMENT
AND NAME OF CONTRACTOR
FOR SERVICES TO UNDERSERVED BUSINESSES
JULY 1, 2021 THROUGH JUNE 30, 2022

This Agreement for Independent Contractor Services (AGREEMENT) is made and entered into by and between **Stanislaus County, Workforce Development** (COUNTY) and (CONTRACTOR) as of July 1, 2021.

Recitals

WHEREAS, the County has a need for a service provider with whom to liaison for the purpose of engaging Workforce Innovation and Opportunity Act services directly to businesses that are at-risk, minority-owned, minority-represented, women-owned businesses (hereinafter "underserved businesses"); and businesses that primarily serve at-risk community members within Stanislaus County.

WHEREAS, the Contractor is specially trained, experienced, and, is capable of leveraging its current network to facilitate the identification and potential improvement of local high risk or at-risk businesses; to carry out requested activities, and to expand the reach of workforce services as part of Stanislaus County Workforce Development's Sector Strategies.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

- 1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in Exhibit A, attached hereto and, by this reference, made a part hereof.
- 1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
- 1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. Consideration

- 2.1 County shall pay Contractor as set forth in Exhibit A.

- 2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.
- 2.3 County will not withhold any Federal or State income taxes, or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- 2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and material manufacturers shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

- 3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.
- 3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.
- 3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.
- 3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. Insurance

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached Exhibit B.

7. Defense and Indemnification

- 7.1 To the fullest extent permitted by law, Contractor shall Indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.
- 7.2 Contractor's obligation to defend, Indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8. Status of Contractor

- 8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.
- 8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.
- 8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same

period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

- 8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.
- 8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.
- 8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.
- 8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

- 9.1 In accordance with Exhibit C, Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photo static, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.
- 9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

In accordance with Exhibit C, Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

- 11.1. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, gender-sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief,

or military and veteran status. In accordance with Exhibit C, Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State, and local laws and regulations related to nondiscrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

- 11.2 Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

| CONTRACTOR | | COUNTY |
|------------|-----------------|---|
| Name: | Contractor Name | Stanislaus County Department of Workforce Development |
| Attn: | Representative | Doris Foster |
| Address: | Mail Address | 251 E. Hackett Road, Suite C-2 |
| City | City | Modesto |
| State | CA | CA |
| Zip Code | Zip Code | 95358 |

15. Conflicts of Interest

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advise of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

County of Stanislaus

Contractor

By: _____

Doris Foster, Director
Workforce Development

By: _____

APPROVED AS TO FORM:
Thomas Boze, County Counsel

By: _____

Todd James, Deputy County Counsel

SECTION EIGHT – SUBMITTAL DOCUMENTS

8.1 The following attached forms must be completed and included in the Proposal Submittal:

- Proposal Cover Page
- Proposal Submittal Checklist
- Response Clarification Addendum
- Non-Collusion Affidavit to be Executed by Proposer and Submitted with RFP
- Non-Collusion Affidavit Signature Page



PROPOSAL COVER PAGE

Please return this checklist with Request for Proposal submittal packet.

The undersigned certifies and declares that any and all statements and information in the attached proposal are true and correct.

| RFP PROPOSER'S INFORMATION | | |
|--|-------------------------------|---------------------------------|
| Name of Proposing Agency: | | |
| Primary Contact for Proposing Agency: | | |
| Project Name: Services to Underserved Businesses | RFP #: 21-01-SD | RFP Closing Date: March 9, 2021 |
| Business Address: | | |
| City: | Zip Code: | State: |
| Phone: | Fax #: | |
| Taxpayer ID #: | Business License #: | |
| Email: | Other License # (CSLB, etc.): | |
| Date Signed: | | |
| Print Name: | | |
| Signature: | | Initials: |
| Title: | | |

****SIGN & RETURN THIS PAGE****



PROPOSAL SUBMITTAL CHECKLIST

Please return this checklist with Request for Proposal submittal packet.

| SUBMITTAL CHECKLIST | | | |
|---------------------|--|--------------------------|--------------------------|
| | | YES | NO |
| 1 | Signed Proposal Cover Page | <input type="checkbox"/> | <input type="checkbox"/> |
| 2 | Signed Proposal Checklist (this document) | <input type="checkbox"/> | <input type="checkbox"/> |
| 3 | Local Vendor Preference Notice | <input type="checkbox"/> | <input type="checkbox"/> |
| 4 | Exceptions to the terms and conditions of this RFP, if any | <input type="checkbox"/> | <input type="checkbox"/> |
| 5 | Exceptions to the Sample Contract, if any | <input type="checkbox"/> | <input type="checkbox"/> |
| 6 | Response Clarification Addendum | <input type="checkbox"/> | <input type="checkbox"/> |
| 7 | Signed Non-Collusion Affidavit | <input type="checkbox"/> | <input type="checkbox"/> |
| 8 | W9 form Request for Taxpayer Identification Number and Certification | <input type="checkbox"/> | <input type="checkbox"/> |
| 9 | One (1) separately sealed envelope marked " FINANCIAL REPORTS " (original hard-copy submittal only) | <input type="checkbox"/> | <input type="checkbox"/> |
| 10 | Sealed package containing one (1) original and five (5) additional signed copies in tabbed binders marked " QUALIFICATION PROPOSAL " (hard-copy and electronic submittals) | <input type="checkbox"/> | <input type="checkbox"/> |
| 11 | One (1) separately sealed envelope marked " PRICING PROPOSAL AND NARRATIVE " (hard-copy and electronic submittals) | <input type="checkbox"/> | <input type="checkbox"/> |

| | |
|--------------|-----------|
| Date Signed: | |
| Print Name: | |
| Signature: | Initials: |
| Title: | |

****SIGN & RETURN THIS PAGE****



RESPONSE CLARIFICATION ADDENDUM

| RESPONSE CLARIFICATION ADDENDUM | | | |
|---------------------------------|-------|---------------|----------|
| Addendum Number | Dated | Date Received | Initials |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Print Proposers Name: | | | |
| Proposers Signature: | | | |
| Title: | | | |

Signed addenda/addendum shall be included in the RFP response. If an addenda/addendum is issued, the Proposer shall complete the above form and return it with the RFP response.

****SIGN & RETURN THIS PAGE****



**NON-COLLUSION AFFIDAVIT
TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH RFP**

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the County of Stanislaus, Stanislaus County Purchasing Division:

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the Proposer declares that the RFP is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham proposal or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal, depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

DECLARATION UNDER PENALTY OF PERJURY

The undersigned Proposer declares and certifies under the penalty of perjury: that the only persons or parties interested in this RFP as principals are those named herein as Proposer, that he/she holds the position indicated below as a corporate officer or the owner or a partner in the business entity submitting this proposal; that the undersigned has examined the "General Conditions and Instructions to Proposers" and the specifications; that the undersigned is informed of all the relevant facts surrounding the preparation and submission of this RFP, that the undersigned (if awarded a contract) will execute and fully perform the contract for which the proposals are called; that the undersigned will perform all the work and/or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the undersigned will take in full payment therefore, the prices set forth in the pricing schedule of the contract; that the undersigned knows and represents and warrants to the County of Stanislaus that this proposal is prepared and submitted without collusion with any other person, business entity, or corporation with any interest in this proposal.

(Please sign on the following page)



**NON-COLLUSION AFFIDAVIT
TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH RFP**

I declare under penalty of perjury that the foregoing is true and correct.

| RFP PROPOSERS INFORMATION | | |
|--|---------------------|--|
| Name of Proposer: | | |
| Primary Contact for Proposing Agency: | | |
| Business Address: | | |
| City: | Zip Code: | State: |
| Taxpayer ID #: | Business License #: | |
| Type of Business: | | |
| <input type="checkbox"/> Individual doing business under own name <input type="checkbox"/> Individual doing business using a firm name <input type="checkbox"/> Joint Venture—attach agreement | | <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership |
| Date Signed: | | |
| Print Name: | | |
| Signature: | | Initials: |
| Title: | | |

To be signed by authorized corporate officer or partner or individual submitting the proposal.

The above Non-Collusion Affidavit is part of the RFP. Signing this RFP on the signature portion thereof shall also constitute signature of this Non-Collusion Affidavit. Proposers are cautioned that making a false certification may result in criminal prosecution.

****SIGN & RETURN THIS PAGE****

SECTION NINE – INFORMATIONAL ATTACHMENTS

9.1 The following attached informational documents are attached hereto and made a part of this RFP:

- Exhibit A – Scope of Work / Technical Specifications
- Exhibit B – Insurance Requirements
- Exhibit C – Pricing Proposal and Narrative
- Exhibit D – Special Conditions for Cost Reimbursement Contracts
- Exhibit E – Federal Awards Pass-Through Identification Requirements



GENERAL SERVICES AGENCY

Dan Wirtz

GSA Director/Purchasing Agent

1010 10th Street, Suite 5400, Modesto, CA 95354

Phone: (209) 525-6319

Fax: (209) 525-7787

ADDENDUM NO. 1

RFP 21-01-SD

SERVICES TO UNDERSERVED BUSINESSES

To: All Prospective Proposers

February 16, 2021

Prospective Proposers for the **RFP 21-01-SD; SERVICES TO UNDERSERVED BUSINESSES** are hereby notified of the following amendment to the RFP, resultant of the Non-Mandatory Pre-Proposal Conference held on February 16, 2021 at 10:00 A.M.:

Attendees:

Steven Dimter - Stanislaus County / Purchasing
Adolph Lopez - Stanislaus County / Workforce Development
Chris Hancock - Stanislaus County / Workforce Development
Michelle Rando - Stanislaus County / Workforce Development
Ryan Gonchar - Stanislaus County / Workforce Development
Doug Gee - Stanislaus County / Workforce Development

Key information for potential proposers:

- 1 original and 5 additional hard copies are required
- Questions must be submitted in writing to gsapurchasing@stancounty.com before February 26, 2021 at 5:00 P.M.
- Evaluators will base their scoring on the information provided in the proposal. Be sure to be thorough in addressing each item, especially sections 5 and 6 of the RFP document.

RFP 21-01-SD

Services for Underserved Businesses



Non-Mandatory Pre-Bidders Conference
February 16, 2021

www.stanworkforce.com



Workforce Innovation and Opportunity Act (WIOA)

The federal Workforce Innovation and Opportunity Act (WIOA Public Law 113-128) was signed into law on July 22, 2014. It offers a comprehensive range of workforce development activities to help job seekers and workers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy.

Procurement Background

On June 1, 2020 the Stanislaus County Workforce Development Board approved a recommendation to contract with an entity for the provision of WIOA services to be provided to underserved businesses (minority-owned, women-owned, geographical low-income location, or other “at-risk” business) within Stanislaus County.

Procurement Intent

This Request for Proposal (RFP) intended is to procure qualified providers to deliver WIOA-funded referral-based assistance, resources, and information for the improvement of locally identified underserved businesses (minority-owned, women-owned, geographical low-income location, or other “at-risk” businesses) within Stanislaus County for the purpose of mitigating layoffs and closures, thereby promoting business longevity and job retention.

The awardee shall act as a trust-building liaison between Stanislaus County Workforce Development staff, its partners, and underserved business owners by carrying out the key activities.

Key Activities

1. Identify underserved businesses (minority-owned, women-owned, geographical low-income location, or other “at-risk” business) in Stanislaus County that could benefit from the resources and services of Workforce Development and its partners.
2. Develop a referral process, in coordination with the Workforce Analyst, which will quickly move the underserved business from a “needs assessment” phase to receiving helpful information and hands-on assistance from qualified resource partners.
3. Connect businesses to partnering resources such as lenders, business assistance programs, consulting services, labor market analysis, and economic development activities to address needs and prevent layoffs.

Key Activities Continued...

4. Initiate a partnership meeting between underserved business and SCWD Business Services Unit for ongoing development and follow-up services.
5. Provide monthly referral documentation for underserved businesses whom were connected to partnering resources and to SCWD Workforce staff.
6. Meet with SCWD Business Services on a monthly basis to coordinate and provide cooperative information sharing and partnership development.

Key Activities Continued...

7. Identify, establish, and build relationships with resource partners who can immediately assist underserved business in avoiding furloughs, layoffs, and other negative outcomes, which may endanger jobs and business longevity. (SBA, Valley Sierra SBDC, chamber of commerce, city economic development resources, banks, other non-profit organizations, Stanislaus County Workforce Development staff, etc.).
8. Be prepared to attend, discuss, and present current performance data, new resources, or any other information related to underserved businesses to local governing bodies, oversight committees, and other interested stakeholders, if requested.

Performance Measures

Over the twelve (12) month period, the awardee achieve the following outcomes considered for program success:

1. Identify and connect with at least fifty (50) underserved businesses (minority-owned, women-owned, geographical low-income location, or other “at-risk” businesses) within Stanislaus County whom might need business resources, assistance, and/ or options to mitigate layoffs and closures.
2. Refer a minimum of thirty-five (35) underserved businesses (minority-owned, women-owned, geographical low-income location, or other “at-risk” businesses) within Stanislaus County, to resource partners who can immediately assist.

Performance Measures Continued...

Over the twelve (12) month period, the awardee achieve the following outcomes considered for program success:

3. Initiate a minimum of thirty-five (35) partnership meetings between underserved businesses and the SCWD Business Services Unit staff for ongoing follow-up.
4. Enter all services provided into the California Employment Development Department database (CalJOBS), within 30 days of the last contact.

Contract Highlights

- Maximum contract amount of \$75,000
- Period to begin on July 1, 2021 and end on June 30, 2022
- Contractual period is for one (1) year with an option to extend for an additional two (2) years
- Scope of Work covers 8 Activities and 4 Measurable Outcomes
- Cost reimbursement contract
- Subject to rules and regulations established under 2 CFR 200

Thank You!

www.stanworkforce.com



ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.
THIS ADDENDUM MUST BE SIGNED AND SUBMITTED WITH RFP 21-01-SD.
Please submit further requests for clarification to: dimters@stancounty.com

Proposer

Steven Dimter
Steven Dimter, Buyer



GENERAL SERVICES AGENCY

Dan Wirtz

GSA Director/Purchasing Agent

1010 10th Street, Suite 5400, Modesto, CA 95354

Phone: (209) 525-6319

Fax: (209) 525-7787

**ADDENDUM NO. 2
RFP 21-01-SD
SERVICES TO UNDERSERVED BUSINESSES**

To: All Prospective Proposers

February 26, 2021

Prospective Proposers for the **RFP 21-01-SD; SERVICES TO UNDERSERVED BUSINESSES** are hereby notified of the following amendment to the RFP, resultant of questions received prior to the question deadline of February 26, 2021 at 5:00 P.M.:

Revision to the RFP Document:

In the Table of Contents, Section 8.5 – Local Vendor Preference Notice is removed. This document does not apply for this RFP.

Questions / Answers:

Question: Does the County have a minimum and maximum number of pages for the RFP or Proposal Components?

Answer: There is not a page minimum or maximum. When writing your proposal, consideration of the 10 C's of business writing are encouraged. The 10 C's include being Complete, Concise, Clear, Conversational, Correct, Coherent, Credible, Concrete, Courteous, and Considerate.

Question: May we submit Stanislaus County Workforce Development as one of the required government agency references?

Answer: You may. There is nothing in the RFP or contract documents that would prohibit this from being allowed. The services need to similar to those requested by this RFP. It is advised to use alternative references if available as a conflict of interest may exist depending on the evaluation panel make-up. No panel member with a conflict may participate or comment on any items where a conflict of interest may be present.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

THIS ADDENDUM MUST BE SIGNED AND SUBMITTED WITH RFP 21-01-SD.

Please submit further requests for clarification to: dimters@stancounty.com

Proposer

Steven Dimter
Steven Dimter, Buyer