



# Request for Proposal

## RFP #20-28-DQ Workforce Innovation and Opportunity Act (WIOA) Youth Services

### RFP INFORMATION:

**PROPOSAL RESPONSE DATE:**  
July 14, 2020

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

#### DELIVER PROPOSAL SUBMITTALS TO:

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

Proposers are required to submit one (1) original and seven (7) additional copies of their proposal response (including all required attachments) to the address above and one (1) copy electronically via [www.planetbids.com](http://www.planetbids.com). Hard-copy 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. Failure to do so may cause the proposal to be rejected.

**NO PRE-CONFERENCE WILL TAKE PLACE FOR THIS PROJECT**

**MANDATORY ATTENDANCE AT PRE-PROPOSAL CONFERENCE REQUIRED: NO**

**If attendance is mandatory, failure to attend this conference will result in rejection of bid.**

**Any changes to this Bid 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 Public Purchase. In the event this Bid is obtained through any means other than Public Purchase, County will not be responsible for the completeness, accuracy, or timeliness of the final Bid document.**

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## SECTION ONE—INTRODUCTION

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### 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) youth services on behalf of Stanislaus County Workforce Development (SCWD).

The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014. WIOA is landmark legislation that is designed to strengthen and improve our nation's public workforce system and help get adults, youth and those with significant barriers to employment, into high-quality jobs and careers. WIOA is also designed to help employers hire and retain skilled workers. Under Title I of the Workforce Innovation and Opportunity Act (WIOA) of 2014, funds are provided to states, who in turn provide local workforce areas resources to deliver a comprehensive array of youth services. Title I of WIOA affirms the Department of Labor's (DOL) commitment to providing high-quality services for youth, beginning with career exploration and guidance, continued support for educational attainment, opportunities for skills training, pre-apprenticeships or internships for in-demand industries and occupations, and culminating with employment, enrollment in post-secondary education, or a registered apprenticeship.

This RFP is focused on assisting out-of-school youth ages 17-24 with one or more significant barriers to employment, prepare for post-secondary education and employment opportunities, attain educational and/or skills training credentials, and secure employment with career/promotional opportunities.

Proposals shall contain delivery strategies for the greatest coverage of services to priority populations within the noted highly populated geographical areas, and training programs that link to career pathways in priority industry sectors.

All post-secondary credentials must meet the definition of post-secondary credential as directed in Employment Development Department (EDD) Workforce Services Directive WSD 19-03 Performance Guidance ([https://www.edd.ca.gov/Jobs\\_and\\_Training/pubs/wsd19-03.pdf](https://www.edd.ca.gov/Jobs_and_Training/pubs/wsd19-03.pdf)). Please refer to page 7 of the directive, for a definition of acceptable industry-recognized credentials. This directive provides examples of invalid credentials/certificates. Programs that lead to credentials or degrees must be approved through the Bureau of Private Post-secondary Education (BPPE) or Higher Education Act (HEA) as an accredited post-secondary institution. Industry-recognized credentials must comply with DOL TEGL No. 14-18, Appendix I, Pages 10-13 for more information on Credential Attainment ([https://wdr.doleta.gov/directives/attach/TEGL/TEGL\\_14-18\\_Appendices\\_Acc.pdf](https://wdr.doleta.gov/directives/attach/TEGL/TEGL_14-18_Appendices_Acc.pdf)).

The successful proposer must meet all the requirements and expectations listed, as well as all the general contractual requirements mandated by the County. Any specifications and processes defined in this Request for Proposal (RFP) reflect the current environment, but in no way limit response to this solicitation. However, all proposers must thoroughly explain how their offering meets the minimum service and deliverable expectations specified in the RFP. 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.

This RFP contains instructions governing the requirements for proposals, including the format in which proposal information is to be submitted and the material to be included, the requirements that must be met to be eligible for consideration and the responsibilities of the Proposer before and after implementation.

### 1.2 Scope of Services

Proposers shall submit a complete Scope of Work that explains in detail what 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 Contract, if such is awarded. The RFP contains the minimum list of services and deliverables the selected Proposer is expected to provide to provide the County. See Exhibit A for the County's Technical Specifications.

### 1.3 RFP Intent

The RFP intent is to procure qualified providers to deliver WIOA-funded youth services for out-of-school youth ages 17-24 by providing the greatest coverage of services to priority populations and geographical areas within Stanislaus County. Proposers are responsible for developing the curriculum and are also responsible for developing their own outreach/referrals. All awards will be cost-reimbursement contracts.

Youth program objectives under WIOA are to provide services to eligible youth seeking assistance in achieving academic and employment success. Awardee(s) will provide effective and comprehensive activities which shall include a variety of options for improving educational and skill competencies and provide effective connections to employers.

Additional objectives are to ensure ongoing mentoring opportunities and provide opportunities for training, continued supportive services, and opportunities for leadership development, decision-making, citizenship, and community service.

In order to achieve the objectives listed above and in accordance with the State Plan (Title 20 CFR Section 681.400(b)(1)) proposers must:

- Employ proven recruitment strategies of effective outreach, engagement, enrollment, and retention of out-of-school youth (OSY);
- Demonstrate meaningful partnerships with eligible training providers, institutions of higher education, and employers from in-demand industries as approved by the Workforce Development Board (WDB);
- Offer a continuum of services that allow clients to obtain a High School Equivalency (HSE)/High School diploma, enroll into postsecondary education, and obtain employment within their chosen career path;
- Utilize career pathways and sector strategy models with a structured sequence of activities, as well as multiple entry and exit points that provide adequate supportive services in line with Workforce Innovation and Opportunity Act (WIOA);
- Use structured work-based learning, such as paid and unpaid work experiences and career exploration that leads to gainful employment; and
- Provide intensive case management and support services to help youth overcome complex barriers, successfully complete the program, and retain employment.

**Not less than 30%** of the youth program funds shall be used to provide out-of-school youth with work experience (work-based learning). Stanislaus County Workforce Development Board stipulated in agenda item VII-C- "Stanislaus County Workforce Innovation and Opportunity Act (WIOA) Program Years 2017-2021 Local and Regional Plans" (July 10, 2017) that a minimum of thirty percent (30%) of youth expenditures must be for work-based learning. Staffing costs including wages and fringe benefits should be included as a portion of the 30% work-based learning requirement (20 CFR § 681.590(b)). Proposers shall detail this information in the Excel budget template attached to this RFP.

Below are examples of types of youth work experience (work-based learning) (20 CFR § 681.600(c)):

- Work-Experience opportunities;
- Pre-apprenticeship programs;
- Internships and job shadowing; and
- On-the-job training opportunities.

Potential benefits for youth who participate in work experience (work-based learning) include:

- Gaining career readiness skills including the "soft skills" that employers look for in entry level workers;
- Increasing knowledge of specific occupational skills and workplace settings;
- Establishing a work history and connections with employers that can aid in future job searches; and
- Developing an understanding of different occupations in order to make informed career choices.

## **1. Target Populations**

A. This RFP targets out-of-school youth who may or may not be low-income\* with one or more of the following characteristics:

- Homeless, a runaway, or a foster youth
- Basic Skills Deficient
- A school dropout
- An individual subject to the juvenile or adult justice system
- Pregnant or a parent
- An individual with a disability
- Requiring additional assistance to complete an educational program or to secure and hold employment as defined below:
  - Have a visible tattoo(s) and/or piercing(s) that may affect employability;
  - Are a victim of domestic violence;
  - Have a parent or legal guardian that is incarcerated;
  - Are refugees/immigrants;
  - Have family history of chronic unemployment, including long-term public assistance;

- Have a history of chronic substance abuse;
- Lacks foundational skills, such as:
  - Basic Skills; reading, writing, mathematics, listening, and speaking.
  - Critical Thinking Skills; creative thinking, decision making, problem solving, and reasoning.
  - Personal Characteristics; responsibility, self-esteem, social, self-management, and integrity/honesty, and lacks the understanding of work ethic.
  - Basic Needs Coverage; technology, transportation, clothing, food, etc.
- CalWORKS recipients (CalFresh and General Assistance)
- English-language learner
- Youth of compulsory school age (but have not attended school for at least the most recent complete school year calendar quarter)

*\*The term "low-income" as defined by Title 20 Code of Federal Register (CFR) WIOA Final Regulations Sections 681.260, 681.250 (d), 681.270.*

B. Proposer(s) should focus on supporting out-of-school youth in completing their education and attaining a credential, while at the same time providing work-readiness skill development and career training opportunities as appropriate. The following describes the goals for the different out-of-school populations:

- The goal for an out-of-school youth who does not have a High School Diploma or High School Equivalency (HSE) is the attainment of a High School Diploma or HSE completion and transition into post-secondary education or training, attainment of a recognized credential, and/or employment, including apprenticeship.
- The goals for an out-of-school youth who has a High School Diploma or High School Equivalency (HSE) at enrollment are to obtain employment (including apprenticeship), transition into post-secondary education and/or training and attainment of a recognized credential.

### Educational Attainment and English Language Learners

High school dropouts are likely to be youth that are not engaged in the workforce or pursuing further education. In addition, language barriers pose a significant challenge to participation in both employment and education. In 2016-2017, Stanislaus County's annual adjusted grade 9-12 dropout rate was 3.2% compared to 2.4% Statewide. Stanislaus County English Language Learners (ELL) accounted for 12% of students in grades 9-12 (California Longitudinal Pupil Achievement Data System (CALPADS) for Stanislaus County dropout rates from 2016-2017).

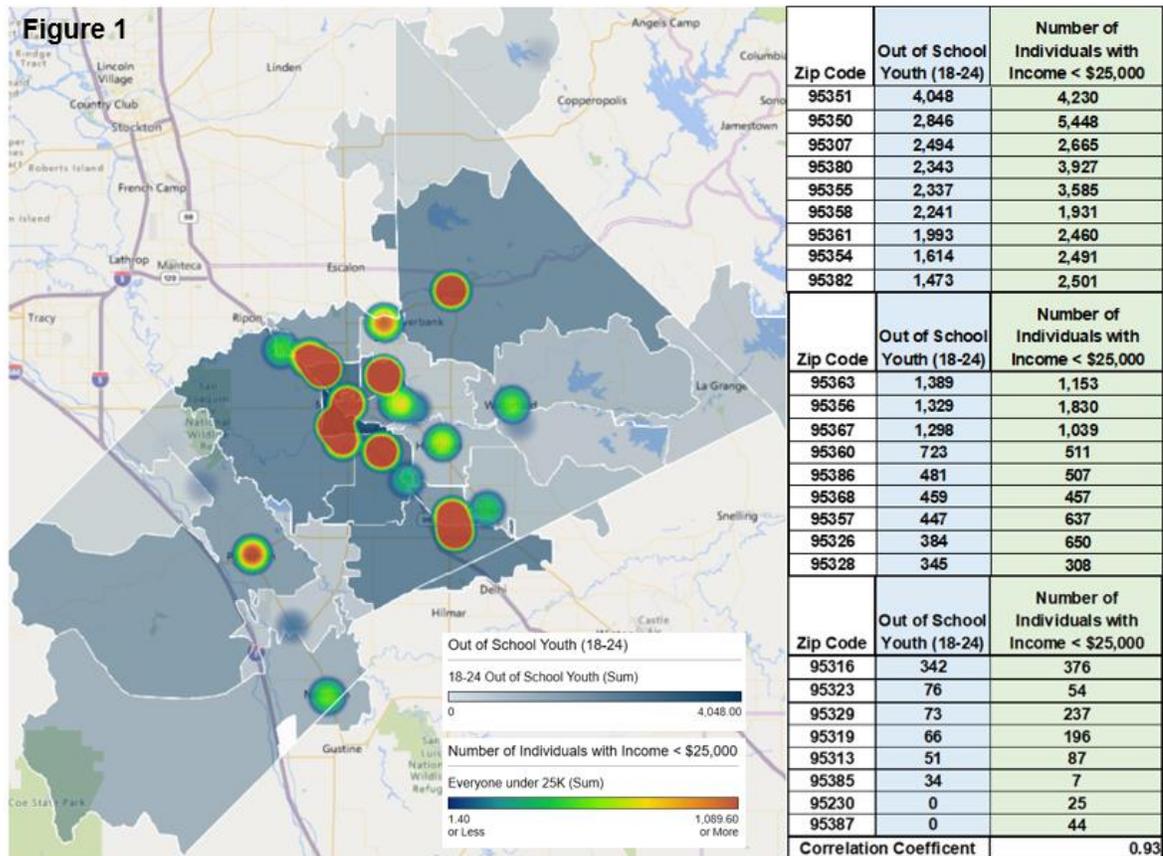
## **2. Geographic Service Area**

WIOA youth services are being requested countywide. Proposals shall clearly identify in their RFP response how the population residing in the outlying areas of the County will be served. Potential service providers are mandated to provide services to all eligible WIOA clients who seek services.

Flexible scheduling opportunities and distribution of services across the County (especially in the outlying communities of Oakdale and Patterson) are seen as critical in meeting the client's success, WIOA, State and Federal program requirements. Flexibility and creativity in service delivery is highly desirable. If a service provider proposes to use its own facility or facilities, they should be located where they are easily accessible to the youth population (i.e., a place where youth congregate or near public transportation). Proposers shall describe physical spaces and addresses available or that will be available to conduct operations.

Proposer(s) should establish relationships with local high schools, alternative schools, community colleges, universities, adult education institutions, the juvenile and adult justice system, public assistance programs and community-based organizations (CBOs) that target at-risk or disadvantaged youth. Proposals shall demonstrate how potential service providers plan to engage youth in Stanislaus County, taking into consideration WIOA target populations.

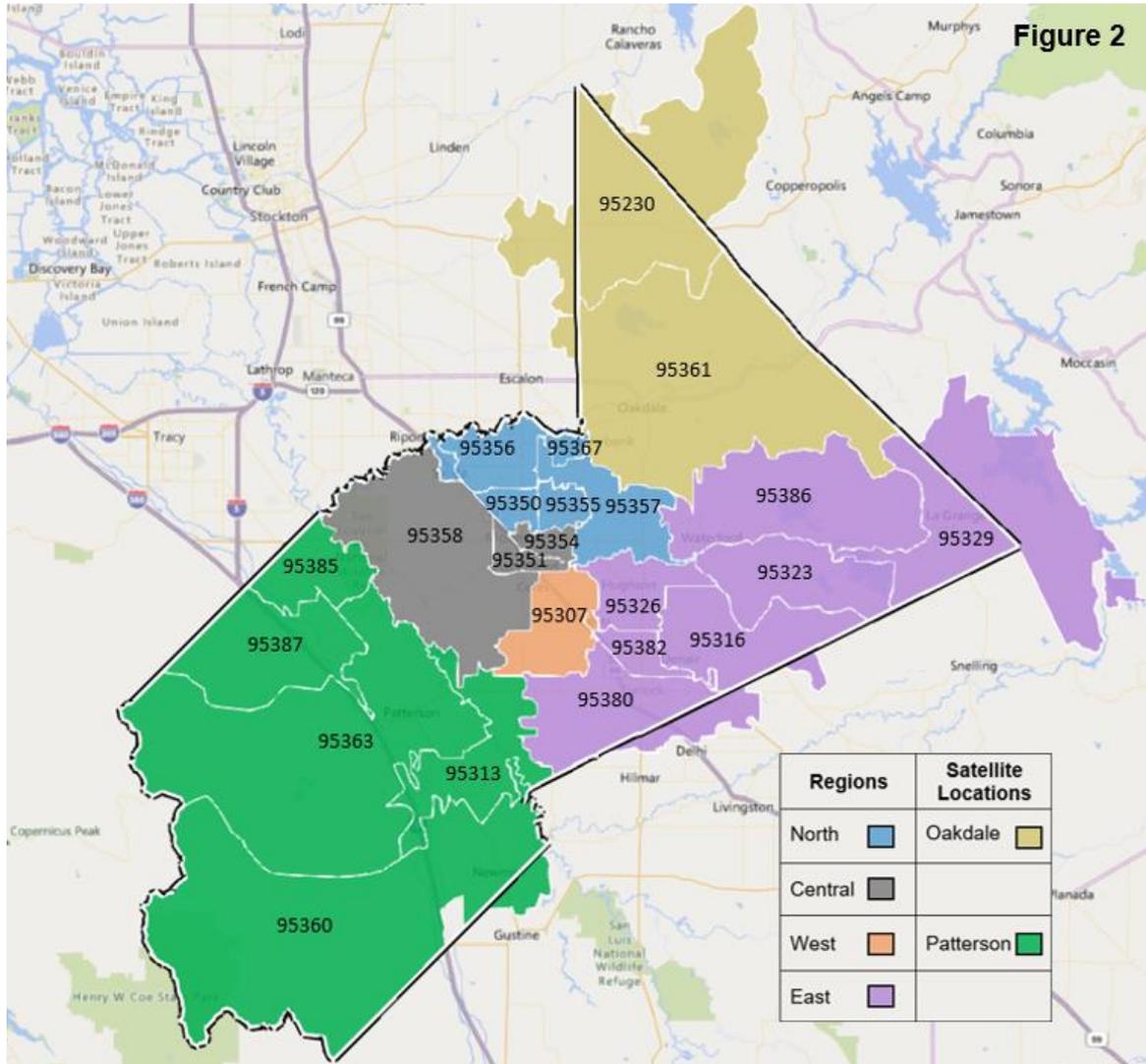
Figure 1 visualizes the layering of two independent variables. The number of Out-of-School Youth (18-24) (in the variations of blue shades). The number of individuals with income under \$25,000 threshold (represented as the heat spotting). The correlation coefficient measures at .93 representing a statistically strong and positive relationship between the two variables. *Correlation is not causation meaning there is not a cause and effect relationship.*



Source: JobsEQ® ; American Community Survey 2013-2017

The top five (5) cities by the highest population density of out-of-school (OSY) youth are as follows: Modesto, Turlock, Ceres, Oakdale and Patterson. Figure 1 also notes the 18-24 out-of-school youth population density by zip code to assist proposers with caseload projections based on specific region(s).

Figure 2 and the corresponding table notes the geographic distribution of out-of-school youth (OSY) residing within Stanislaus County and the estimated clients to be served per region.



Region	OSY Per Zip Code	% of OSY	Estimated Clients to be Served	Max Awards
North	10,709	37%	98	1
Central	7,903	27%	72	1
West	5,036	18%	48	1
East	5,238	18%	48	1
<b>Total:</b>	<b>28,886</b>	<b>100%</b>	<b>265</b>	<b>4</b>

Proposals shall demonstrate the ability to provide WIOA youth services to eligible out-of-school youth residing within Stanislaus County. Proposers shall show the capacity and flexibility to integrate and coordinate program services with community partners to achieve program performance goals. Services shall be limited to residents of Stanislaus County and individuals enrolled in the WIOA Title I Program. Proposers shall use the estimated number of clients to be

served in each region outlined in Figure 2 to project what their budget will be. The current cost per participant is approximately \$4,900 per client. Successful proposers will be responsible for providing services to carryover clients and/or clients currently in follow-up. The number of awards per region are outlined in Figure 2.

SCWD's expectation is that services are provided to all residents within Stanislaus County. Additional service locations in the outlying areas of Stanislaus County may be provided via SCWD/County satellite offices in Patterson and Oakdale. Approximately ten percent (10%) of the North region's and ten percent (10%) of the West region's estimated clients served should be from the outlying areas. SCWD will provide space within Stanislaus County out-station offices (at no cost) for on-site client outreach, case management, and direct client services in the outlying County areas. It is anticipated that case managers would spend approximately eight (8) hours per week conducting outreach and providing services to clients within the outlying areas.

Proposers shall provide direct client/case management services within the designated zip codes.

For the North region, service location shall be within the 95350 or 95355 zip code(s). North region proposals shall include services with a satellite office in Oakdale, 95361 zip code.

For the Central region, service location shall be within the 95351 or 95354 zip code(s).

If proposer wants to provide services in both North and Central regions, proposer shall have a physical presence in zip code(s) 95350 or 95355 and another physical presence in 95351 or 95354. For the West region, service location shall be within the 95307-zip code. West region proposals shall include services with a satellite office in Patterson, 95363 zip code. For the East region, service location shall be within the 95380-zip code.

All service location(s) shall be located within a quarter (.25) mile away from public transportation to ensure accessibility to youth. Service locations may be in addition to the main office, although the main office does not need to be located within these designated zip codes.

There will be a maximum of one award for each region, North, Central, East, and West. Upon award, if a proposer is awarded more than one area, a combined budget will be requested.

Service location as defined in this RFP, is the location where services shall be provided for the four (4) regions and where a physical presence shall be maintained. For example, service provider's main office is located in the North Region, and service provider is awarded the Central Region. Service provider could partner with another organization located within the Central Region for space allocation, and place staff there to provide services to clients within that region.

Proposers do not need to have locations prior to submitting proposal. However, proposers should articulate how they will facilitate space for program services in each region for which they propose (e.g. partner agencies, AJCCs and other organizations).

SCWD anticipates awarding approximately \$1.3 million in WIOA Youth funding through this RFP for programs to operate from October 1 (tentative) through June 30, 2021. This amount is an estimate and is subject to change due to confirmed start date of the agreements.

### **3. Priority Industry Sectors and Career Pathways/In-Demand Occupations**

SCWD has identified four regional industry sectors as noted in Stanislaus County Workforce Development's WIOA Local Plan 2017-2021.

The industry sectors identified for Stanislaus County include:



These industry sectors are based on extensive labor market research and analysis and considering priority sectors adopted by the *San Joaquin Valley and Associate Counties SJVAC Regional Planning Unit (RPU) 2019*.

These four (4) sectors were identified locally for their value in terms of creating jobs, offering self-sufficient wages and providing career advancement opportunities for those who build experience and attain credentials through school and work-based learning activities.

Proposers shall support career pathways that impact skill shortages in the four sectors that are on the In-Demand Occupation List for WIOA Funded Training for clients enrolled in their programs.

#### **4. Required Services**

Proposers shall provide or make available the following services:

- An objective assessment of the academic levels, skill levels, and service needs of each youth client. Out-of-School Youth clients who are Basic Skills Deficient (reading and/or math grade level below 9.0) must also be tested to determine their educational functioning level. The test administered must be on the approved list from the National Reporting System (NRS).
- Development of Individual Service Strategies (ISS) with each customer that identifies an employment goal, appropriate achievement objectives, and appropriate services, taking into account the required assessments.
- Activities leading to the attainment of a secondary school diploma or its recognized equivalent or a recognized post-secondary credential.
- Preparation for postsecondary education and training opportunities.
- Strong linkages between academic instruction and occupational education that lead to the attainment of recognized postsecondary credentials.
- Preparation for unsubsidized employment opportunities.
- Effective connections to employers, including small employers, in the in-demand industry sectors and occupations of the local and regional labor markets.
- Follow-up services for not less than twelve (12) months after the completion of participation.

#### **Required Program Elements**

20 CFR Section 681.460 requires that local workforce development areas have fourteen (14) youth program elements available based on the specific needs of youth. While not all program elements must be provided by each service provider, all elements must be accessible in the local area and be provided on an as-needed individual basis. Required program elements include:

- Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent or for a recognized post-secondary credential.
- Alternative secondary school services or dropout recovery services.
- Work Based Learning activities, including: paid and unpaid work experiences (WEX), summer employment opportunities and other employment opportunities available throughout the school year, pre-apprenticeship programs, internships, job shadowing, and On-the-Job Training (OJT).
- Occupational skill training which shall include priority consideration for training programs that lead to recognized post-secondary credentials that are aligned with in-demand industry sectors or occupations in the local area.
- Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.
- Leadership development opportunities, which may include volunteer/community service activities and peer-centered activities encouraging responsibility and other positive social and civic behaviors.
- Supportive services that enable a youth to participate in authorized activities, if such services are not available from another source.
- Adult mentoring during the period of participation and a subsequent period for a total of no less than twelve (12) months.
- Follow-up services for no less than twelve (12) months after the completion of participation.
- Comprehensive guidance and counseling, which may include career and academic counseling and drug and alcohol abuse counseling and referral.
- Financial literacy education which shall include skills in budgeting, bank account creation and management, managing debt, understanding credit reports, identifying theft and fraud awareness, and other opportunities that foster an individual's ability to make informed financial decisions.
- Entrepreneurial skills training which shall include activities including starting and operating a business, developing business plans, budgeting and forecasting accumulating capital, and identifying business development.
- Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.
- Activities that help youth prepare for and transition to post-secondary education and training (excluding post-secondary programs that DO NOT lead to an AA, AS, BA, BS Degree). Such activities include researching and exploring options for college and/or post-secondary training, tours of college and/or post-secondary training campuses, financial aid (FAFSA) preparation assistance, planning assistance for college selection and how to get into their college of choice, and assistance with the college application process.

## **5. Enrollment of Clients**

- Service providers shall provide all program applicants with information about the full array of WIOA youth services available. If a youth applies for enrollment in a program of workforce investment activities and either does not meet the enrollment requirements for that program or cannot be served by that program, the proposer must ensure that the youth is referred for further assessment, if necessary, or referred to appropriate programs to meet the skills and training needs of the youth.
- Per 20 CFR §681.590, the minimum required expenditure for Work Experience elements, which include paid and unpaid work experience, summer employment opportunities, pre-apprenticeship programs, internships and job shadowing, and on-the-job training opportunities, is twenty percent (20%). On July 10, 2017, the Stanislaus County Workforce Development Board stipulated in agenda item VII-C- "Stanislaus County Workforce Innovation and Opportunity Act (WIOA) Program Years 2017-2021 Local and Regional Plans" that a minimum of thirty percent (30%) of youth expenditures must be for work-based learning. Staffing costs including wages and fringe benefits should be included as a portion of the 30% work-based learning requirement (20 CFR § 681.590(b)).
- WIOA client enrollment and service information shall be tracked through the Employment Development Department (EDD) CalJOBS system

#### Eligibility Criteria

Under WIOA Section 129(a)(4)(A), a focus has been placed on outreach targeted towards out-of-school youth.

To be eligible to participate in activities, an individual shall, at the time the eligibility determination is made, be an out-of-school youth based the WIOA requirements (WIOA Section 129(a)(1)(B)) outlined below:

An Out-of-School Youth (OSY) is an individual who is:

- Not attending any school (as defined under State law);
- Not younger than 16 or older than 24 at the time of enrollment, **and**
- One or more of the following:
  - A school dropout;
  - A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter;
  - A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either Basic Skills Deficient or an English language learner;
  - Subject to the juvenile or adult justice system;
  - A homeless individual, a runaway, in foster care, or has aged out of the foster care system, a child eligible for assistance under section 477 of the Social Security Act, or in an out-of-home placement;
  - Pregnant or parenting;
  - A youth who is an individual with a disability; or

- A low-income youth who requires additional assistance to complete an educational program or secure and hold employment.

#### Educational Priority

- Service providers shall encourage all out-of-school youth who do not already possess a Secondary School Diploma or equivalent, to complete a course of action that will result in a diploma or its equivalent.
- Service providers shall assist and encourage clients in exploring post-secondary educational options and aid in the transition to post-secondary education when feasible

#### **6. Additional Points of Emphasis**

There must be clear delineation of roles in place when youth service providers serve other functions. For example, youth service providers may also be current providers for training on the Eligible Training Provider List (ETPL). Proposals should clearly indicate how the prospective bidder will maintain effective firewalls amidst the provision of multiple functions. Service providers must make appropriate referrals to America's Job Center of California system partners based on individual needs of clients and agree to assist and/or serve referred clients from America's Job Center of California system appropriately.

Proposer shall develop a plan to ensure the ability to meet and/or exceed the quarterly State performance measures for the criteria listed within the attached Exhibit A Scope of Work is *Section 7 Standards or Criteria for Performance*. Performance levels for 2020-21 and 2021-22 will be released in the Fall 2020. Current 2019-20 State negotiated performance levels may be found in Exhibit A, pages 3-4 of the RFP attachments.

#### **1.4 Contract Duration**

The County intends to enter into an Agreement (Contract) with an initial effective period of October 01, 2020 through June 30, 2021. The County reserves the right to extend this Contract on a year-to-year basis; however, in no case shall the renewal extend beyond two (2) years from the expiration date of the original Contract. An extension of the term of this Contract may be affected through an amendment to 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 an amendment to 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.

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**SECTION TWO—RFP SCHEDULE OF EVENTS**

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**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.

<b>SCHEDULE OF EVENTS</b>		
<b>1</b>	County Issues Request for Proposal (RFP)	June 19, 2020
<b>2</b>	Question Deadline	June 30, 2020
<b>3</b>	Assistance to Proposers with a Disability Deadline	June 30, 2020
<b>4</b>	Submission Deadline <b>(2:30 P.M.)</b>	July 14, 2020
<b>5</b>	Mail - Notice of Intent to Award	August 11, 2020*
<b>6</b>	Protest Deadline	August 18, 2020*
<b>7</b>	Appeals Deadline	September 01, 2020*
<b>8</b>	Proposer Transition / Final Inspection	September 01, 2020*– September 30, 2020*
<b>9</b>	Begin Contract Services	October 01, 2020*

*\*Denotes tentative date*

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**SECTION THREE—GENERAL REQUIREMENTS AND INFORMATION**

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**3.1 Proposal Inquiries**

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

<b>RFP POINT OF CONTACT</b>	
<b>Stanislaus County</b>	<b>General Services Agency / Purchasing Division</b>
1010 10 <sup>th</sup> St., Ste. 5400	Modesto, CA 95354-0859
Attention: Denelle Qualls	PH: (N/A – ALL QUESTIONS TO BE IN WRITING)
E-mail: GSA_Purchasing@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. 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.

3. If the protested procurement involves Federal funds, interested parties may have the right to appeal to the appropriate Federal agency. When applicable, the Purchasing Agent shall give notice to the interested party that he or she has the right to such an appeal and shall identify the Federal agency by name and address. When applicable, 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.

### **3.17 Contract Debarment**

1. The regulations guiding Contractor Debarment are found in the Federal Acquisition Regulation (FAR), subpart 9.4 – Debarment, Suspension, and Ineligibility.
2. When a procurement or contract involves the use of Federal Funding, the Purchasing Agent (or designee) is required to determine if the contractor or subcontractor has been debarred, suspended, or proposed for debarment.
3. The Federal General Services Administration operates the web-based Excluded Parties List System (EPLS), which names all contractors debarred, suspended, proposed for debarment, declared ineligible, or excluded or disqualified under the non-procurement common rule (FAR 9.404 b 1).
4. Contractors debarred, suspended, or proposed for debarment are excluded from receiving contracts. Purchasing shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors, unless the Purchasing Agent determines that there is a compelling reason for such action. Contractors debarred, suspended, or proposed for debarment are also excluded from conducting business with the County as agents or representatives of other contractors (FAR 9.405 a)
5. Contractors included in the EPLS as having been declared ineligible on the basis of statutory or other regulatory procedures are excluded from receiving contracts, and if applicable, subcontracts, under the conditions and for the period set forth in the statute or regulation. Purchasing shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors under those conditions and for that time period (FAR 9.405 b).
6. Contractors debarred, suspended, or proposed for debarment are excluded from acting as individual sureties (FAR 9.405 c).
7. After the opening of bids or receipt of proposals, the Purchasing Agent (or designee) shall review the EPLS. Bids received from any listed contractor in response to an invitation for bid shall be rejected unless the Purchasing Agent determines there is a compelling reason to consider the bid. Proposals, quotations, or offers received from any listed contractor shall not be evaluated for award or included in the competitive range, nor shall discussions be conducted with a listed offeror during a period of ineligibility, unless the Purchasing Agent determines that there is a compelling reason to do so. If the period of ineligibility expires or is terminated prior to award, the Purchasing Agent may, but is not required to, consider such proposals, quotations, or offers. Immediately prior to award, the Purchasing Agent (or designee) shall again review the EPLS to ensure that no award is made to a listed contractor (FAR 9.405 d 1-4).

### **3.18 Federal E-Verify Contracting Regulations**

1. As of September 8, 2009, the U.S. Citizenship and Immigration Services' has required federal contractors and subcontractors to begin using the E-Verify system to verify their employees' eligibility to legally work in the United States. E-Verify is an internet based online system operated jointly by the Department of Homeland Security (DHS) and the Social Security Administration (SSA) that confirms the identify information provided on the applicant or employee's I-9 form.
2. The new regulation only affects federal contractors who are awarded a new contract after September 8, 2009 that includes the E-Verify Clause. Federal contractors agree, through language included in their federal contracts, to use E-Verify to check the eligibility of employees hired and current employees who perform contract services during the contract term. The same clause will also be required in subcontracts over \$3,000 for services and construction. Contracts that are exempt from this rule are those that are for less than \$100,000 and those that are for commercially available off-the-shelf items.
3. Vendors awarded a federal contract that includes the E-Verify clause will be required to enroll in E-Verify within thirty (30) days from the contract award date. This process will require vendor's Human Resource Department to use the E-Verify system to verify the employment eligibility of all new hires and any existing employees directly working on the federal contracts.
4. Failure to adhere to this new standard may jeopardize vendor's Federal contracting status. Further information and instructions are available at [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

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## SECTION FOUR—TERMS AND CONDITIONS

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### **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 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 protests 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.

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## SECTION FIVE—PROPOSAL SUBMITTAL PROCESS

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### 5.1 Submittal Documents

Proposer shall submit items 1-8, only once in their RFP package submission. However, items 9-10 shall be submitted for each region proposer applies.

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

### 5.2 Proposal Submittal

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

All proposals (original hard-copy 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 – Budget Summary & 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 cases 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](http://www.planetbids.com) and one (1) original hard-copy and seven (7) copies are required to be received in office prior to the due date.**

#### **Mail/Hand Delivered:**

One (1) original and seven (7) additional copies of the Qualification Proposal are required, in a binder, with tabbed dividers. Each part shall be preceded by an 8 ½" by 11" tab divider, with each part clearly labeled. The Qualification Proposal binder shall be marked "QUALIFICATION PROPOSAL", with each region clearly tabbed. Binder shall include the project name, number, and closing date. The Qualification Proposal shall consist of item 9 listed above for each region proposer is submitting for. Items below 1-9 shall be submitted only once in their RFP package submission:

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:
  - 7.1 Client name, contact person, and current telephone number;
  - 7.2 Project description and location;
  - 7.3 Description of services provided;
  - 7.4 Budget performance;
  - 7.5 Schedule performance;
  - 7.6 Key personnel involved; and
  - 7.7 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;

#### 5.3.2.1 Organizational Experience and Capacity (550 points)

1. Describe Proposer's mission, history and accomplishments, number of years in operation, and shows a clear connection to the organization's focus on assisting out-of-school youth with significant barriers. (50 pts.)
2. Describe Proposer's quantity of staff and internal structure including management, supervisory staff positions used to administer the program, and the knowledge, experience, and ability of staff to work with WIOA target population out-of-school youth with identified barriers. (150 pts.)
3. Identify strong partnerships that allow Proposer to successfully collaborate with other workforce development service providers, including training, education, support services providers, and/or business and sector leaders needed to manage the program effectively. Describe wrap-around support services available to the client either in-house or through partnerships and the approach used to access training and completion, attainment of industry-recognized certification, and entry into employment. (100 pts.)
4. Detail clearly states capacity of proposed service location(s) and how these will ensure accessibility to out-of-school youth (taking into consideration WIOA target populations) outlined in the RFP, whether through proposer's own facilities, partnerships with organizations or sites in the community, and/or mobile or virtual services. (150 pts.)

5. Proposer provided detail of any questioned costs, disallowed costs or compliance monitoring findings/issues within the past three (3) years (regardless of funding source), and how these issues were resolved. If proposer has not had any of the issues noted above, provide a description if these issues were to occur, how they would be resolved (100 pts.)

#### 5.3.2.2 Program Design and Service Delivery (450 points)

1. Program design is clear and concise and presents an effective and innovative approach in providing a comprehensive array of services to WIOA eligible out-of-school youth clients. Proposer describes how the organization has successfully implemented comparable programs providing similar WIOA-funded services, or non-WIOA funded workforce programs. (150 pts.)
2. Describe existing resources/strategies for outreach, recruitment, referrals and collaboration with clients and partner agencies that will result in successful interactions and recruitment of out-of-school youth into the program. These strategies include, but are not limited to, community outreach, social media, events and other activities. (100 pts.)
3. Detailed plan provided ensuring the ability to meet and/or exceed the quarterly State performance measures for the criteria listed within the attached Exhibit A Scope of Work is Section 7 Standards or Criteria for Performance. (100 pts.)
4. Demonstration of the understanding and importance of work-based learning under WIOA, including a strategy to meet the 30% requirement. (100 pts.)

#### 5.3.2.3 Understanding of the Project (300 points)

1. Demonstrates an understanding for the provision of services in relation to career pathways that impact skill shortages in the four sectors for occupations on the In-Demand Occupation List for WIOA Funded Training. (50 pts.)
2. Demonstrates a comprehensive understanding of the entire WIOA Youth Program service delivery structure, including required services and program elements. (100 pts.)
3. Demonstrates the understanding of the needs of WIOA-eligible out-of-school youth clients and describes effective and comprehensive activities which shall include a variety of options for improving educational and skill competencies and providing effective connections to employers. (150 pts.)

#### 5.2.3.4 Fiscal Capacity (150 points)

1. Demonstrates sufficient knowledge, ability, and experience to manage funds and ensure compliance with all applicable WIOA and local policies and procedures. (75 pts.)
2. Description of the Proposer's 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). (50 pts.)
3. 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. (25 pts.)

#### 5.3.2.5 Region Specific (300 points)

1. Describe the physical space and address(s) available or will be available to conduct operations and the proposed service area location(s) accessibility of .25 miles away from public transportation. (100pts.)
2. Describes how the service delivery strategy will be customized, responsive, and flexible to meet the specific needs of the out-of-school youth (17-24) population in the designated region(s) of Stanislaus County. Describes how Proposer will support youth in completing their education and attaining a credential, while at the same time providing work-readiness skill development and career training opportunities as appropriate. (100 pts.)
3. Describes the network of partners that proposer has in the region that will assist the youth that are being served to be more successful in obtaining long term sustainable employment. (100pts.)

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

### **5.3.3 Part Three – Budget Summary & Narrative**

The Budget Summary submittal process is a two-step process. One (1) Budget Summary & Narrative is required to be uploaded electronically via [www.planetbids.com](http://www.planetbids.com) and one (1) original and seven (7) original copies of the Budget Summary & Narrative are required to be received in office prior to the due date, in its own separately-sealed envelope, marked "BUDGET SUMMARY & NARRATIVE".

1. A separate sealed document that details the total cost in U.S. dollars to the County for the proposal being submitted.
2. Proposers shall provide the Budget Summary & Narrative within the time allotment for completing the scope of work outlined in the RFP. This shall form the basis for payments to the successful proposer, as well as for adjustments to the value of the Agreement in the event the scope of work varies from that proposed.
3. The proposer shall provide Budget Summary & Narrative to complete the project in the timeframe indicated in Section I, Item 1.3; Contract Duration. Should the County and the successful proposer mutually agree to renew the Agreement, the budget provided by the proposer in its RFP response for the subsequent years shall be utilized.
4. All costs incurred and billed to the County, including labor, materials, overhead and profit shall be included within the Budget Summary & Narrative.

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## SECTION SIX—EVALUATION CRITERIA AND PROPOSER SELECTION

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### 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: Budget Summary & Narrative**

In Phase III, Purchasing shall evaluate the budget summary & narrative 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:

<b>EVALUATION CATEGORIES</b>	<b>MAXIMUM POINTS</b>
<b>PHASE I</b>	<b>PASS/FAIL</b>
PHASE I – Review and Evaluate Financials <i>Notify Proposers Not Proceeding onto Phase II</i>	PASS/FAIL
<b>PHASE II</b>	<b>1400 MAXIMUM POINTS</b>
Organizational Experience and Capacity <ul style="list-style-type: none"> <li>Refer to Section 5.3.2.1</li> </ul>	550
Program Design and Service Delivery <ul style="list-style-type: none"> <li>Refer to Section 5.3.2.2</li> </ul>	450
Understanding of the Project <ul style="list-style-type: none"> <li>Refer to Section 5.3.2.3</li> </ul>	300

Fiscal Capacity • Refer to Section 5.3.2.4	150
Understanding Region Specific Highlights • Refer to Section 5.3.2.5	300
Subtotal of Phase II:	1750
<b>PHASE III</b>	<b>300 MAXIMUM POINTS</b>
Phase III – Budget Summary & Narrative	300
<b>TOTAL POSSIBLE POINTS:</b>	<b>2050</b>

#### 6.4 Award

Award 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.

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## SECTION SEVEN - STANDARD CONTRACT INFORMATION

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### **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**

**COUNTY OF STANISLAUS  
AGREEMENT FOR PROFESSIONAL SERVICES  
AGREEMENT # XXX-XX**

- 
1. This Agreement is entered into between the County of Stanislaus and the following WIOA Service Provider. (referred to as "Contractor") **"CONTRACTOR NAME"**  
**Business Type:**  **501(c)(3) Non-Profit**  **Private, for profit**  **Public school agency**   
**Other (specify):**
  2. The term of this Agreement is: **July 1, 2020 through June 30, 2021**
  3. The maximum amount of payment based on time and materials is: **Amount**
  4. The parties agree to comply with the terms and conditions of the following exhibits which, by this reference, are made part of this *Agreement*.
    - Exhibit A – Standard Conditions (**Rev. 01/24/17**)
    - Exhibit B – Insurance Requirements
    - Exhibit C – Work Statement
    - Exhibit D – Special Conditions of Cost Reimbursement Contract for WIOA (**Rev. 06/07/19**)The *Workforce Innovation and Opportunity Act*, its *Federal Regulations*, applicable State laws and *Directives*, and local ordinances and policies are incorporated by reference.

**SERVICE PROVIDER  
"CONTRACTOR NAME"  
"ADDRESS"  
"CITY, CA XXXXX"**

By



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**"NAME, TITLE"**

Date

**COUNTY OF STANISLAUS  
WORKFORCE DEVELOPMENT**

By



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**Doris Foster, Director**

Date

**APPROVED AS TO FORM:  
COUNTY OF STANISLAUS  
COUNTY COUNSEL  
Thomas E. Boze**

By



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**Todd James, Deputy County Counsel**

Date

**COUNTY OF STANISLAUS**

Approved per BOS item# \_\_\_\_\_

Dated: \_\_\_\_\_

## **STANDARD CONTRACT CONDITIONS (Long Form)**

### **1. Description of Work.**

1.1 Work To Be Performed. The Contractor shall provide work or services as described in the Scope of Work and, if the Contractor has submitted a work proposal, the Contractor shall provide work or services in accordance with that proposal, which shall be attached to and, by this reference, made a part of the Agreement. In the event that any provision or description of work in the Contractor's proposal conflicts or is inconsistent with any similar provision or description of work described in the Scope of Work, the Scope of Work shall prevail, control or otherwise have precedence.

1.2 Contract Manager. Each party shall designate in writing a contract manager who shall be the day-to-day representative for administration of the Agreement, and, except as otherwise specifically provided, shall have full authority to act on behalf of the respective party with respect to the Agreement. The County Department Head, or designee, or the Board of Supervisors, may also perform any and all acts which could be performed by the contract manager under the Agreement.

1.3 Work Schedule. A work schedule for the hours and times for completion of services and work under the Agreement shall be prepared and implemented by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 Work Product. All documents, drawings and written work product prepared or produced by the Contractor under the 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. The County shall defend, indemnify and hold harmless the Contractor from liability arising out of the reuse of documents prepared by the Contractor.

1.5 Compliance with Laws. Services and work provided by the Contractor will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Contractor shall perform its work in accordance with generally accepted industry standards and practices for the professions that are used in the performance of work or services under the Agreement and that are in effect at the time of performance of the Agreement.

### **2. Compensation.**

2.1 Lump Sum Payment. If the signature page of the Agreement indicates lump sum payment, then the Contractor shall be compensated for work performed or services provided under the Agreement on a lump sum basis for each task as described in the Scope of Work, or in any proposal submitted by the Contractor, that is attached to and made part of the Agreement, by making periodic or progress payments upon completion of each task or item of work. The County shall retain ten (10) percent of all periodic or progress payments made to the Contractor until completion and acceptance of all work tasks and payment of all subcontractors retained, hired or used by the Contractor

2.2 Time & Materials Payment. If the signature page of the Agreement indicates time and materials payment, then Contractor compensation shall be based on the hours worked by the Contractor and/or the Contractor's employees or subcontractors, multiplied by the applicable rate set forth in the Contractor's current, dated schedule of rates attached to and made a part of the Agreement; provided, however, the Contractor will provide the County 30-days notice before any change in the rate schedule

takes effect.

2.3 Expenses. In addition to the aforementioned fees, Contractor will be reimbursed for the following expenses, plus any expenses agreed to in writing by the parties, that are reasonable, necessary and actually incurred by the Contractor in connection with providing or performing the work or services under the Agreement.

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Contractor.
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.
- (c) The cost of any subcontractors, consultants, experts or investigators retained by the Contractor, provided the County has agreed in writing to reimburse the Contractor for such costs.
- (d) Travel costs, including transportation, lodging and meals, provided the County has agreed in writing to reimburse the Contractor for such costs. Any reimbursement for travel costs shall be subject to and not exceed those amounts paid to the County's employees under the current Stanislaus County Travel Policy.

2.4 Invoices. The Contractor shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.5 Maximum Amount of Contract. The parties hereto acknowledge the maximum amount to be paid by the County for services provided and expenses shall not exceed the amount set forth in Paragraph 3 of the signature page of the Agreement, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor in the performance of work or services under the Agreement.

2.6 Other Compensation. Contractor shall not be entitled to nor receive compensation 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.

2.7 Taxes. County will not withhold any Federal or State income taxes or Social Security tax from any payments to Contractor. The Contractor, not the County, has the sole responsibility to promptly pay all taxes and other assessments levied on any payments made to the Contractor.

2.8 Payment to Subcontractors and Suppliers. 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 men shall be applied to retire and extinguish the debts or obligations resulting from the performance of the Agreement.

3. Termination. The County may terminate the Agreement upon 30 days prior written notice to the other party. Termination shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor, subject to any applicable setoffs. The Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, unless agreed to by the County, (c) cancellation of insurance required under the

terms of the 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.

4. 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 under the Agreement must be procured and maintained in full force and effect during the term of the Agreement at the Contractor's sole cost and expense.

5. Office Space, Supplies, Equipment, Etc. Unless otherwise provided in another exhibit to the Agreement, the Contractor shall provide at its sole cost and expense, all office space, supplies, equipment, vehicles, reference and other written materials, and telephone service as is necessary for Contractor to provide the services under the Agreement.

6. Insurance.

6.1 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. 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 the 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. The Contractor's obligation to indemnify the County shall extend only to the percentage of negligence or responsibility of the Contractor in contributing to such claim, damage, loss or expense.

8. Status of Contractor. All acts of Contractor and its officers, employees, agents, representatives, subcontractors relating to the performance of the Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Except as otherwise expressly provided in the Agreement, Contractor has no authority to bind or incur any obligation on behalf of County or 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 the Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9. Records and Audit. Contractor shall maintain and keep all writings, documents and records prepared or compiled in connection with the performance of the Agreement for a minimum of four (4) years after the termination or completion of the Agreement. Any authorized representative of County shall have access to any such records 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.

10. Nondiscrimination. 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 including perception of 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. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102; 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.

Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

Consultant shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

11. Assignment. 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 the Agreement. Contractor shall not assign or subcontract the Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under the Agreement without the prior written consent of County.

12. Amendment and Modification. The Agreement may be amended by the mutual written consent of the parties; provided, however, the County may, at any time, without notice to any sureties, by written order designated or indicated to be a "contract modification," make any change in the work to be performed under the Agreement so long as the modified work is within the general scope of work called for by the Agreement, including but not limited to changes in the specifications or in the method, manner or time of performance of work. If the Contractor intends to dispute the change, the Contractor must, within ten (10) days after receipt of a written "contract modification," submit to the County a written statement setting forth the disagreement with the change.

13. Disputes. Any dispute arising under or relating to the terms of the Agreement, or related to performance under the Agreement, shall be decided in writing by the County contract manager. The Contractor shall be furnished a copy of the written decision and the decision shall be final and conclusive unless, within fifteen (15) calendar days from the date of receipt of such copy, the Contractor mails or delivers a written appeal to the Director of the County Department. The decision of the Director, or designee, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by any substantial evidence. Pending final decision on any dispute, the Contractor shall proceed diligently with the performance of work as directed by the contract manager unless the Contractor has received a notice of termination.

14. Waiver of Default. Waiver of any default by either party to the Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of the 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 the Agreement unless the Agreement is modified as provided below.

15. Notice. Any notice or communication regarding Agreement that a party is required or may desire to make shall be in writing and may be personally served or sent by prepaid first class mail to the respective parties at the address set forth on the signature page of the Agreement. Notice is deemed received upon deposit in the mail.

16. Conflicts. 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 the Agreement.

17. Entire Agreement. The Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties and contains all the agreements between the parties with respect to the subject matter of the Agreement. No other agreement, statement or promise not contained in the Agreement shall be valid or binding.

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

19. Construction. Headings or captions to the provisions of the Agreement are solely for the convenience of the parties, are not part of the Agreement, and shall not be used to interpret or determine the validity of the Agreement. Any ambiguity in the 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 the Agreement.

20. Governing Law and Venue. The 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 the Agreement shall have venue in the County of Stanislaus, State of California.

21. Prevailing Wage. Certain Work under this Agreement may require prevailing wage. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code and Section 1725.5 of the Labor Code, or engage in the performance of any contract for public work, as defined in these chapters, unless currently registered with the Department of Industrial Relations and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Public works projects are subject to compliance monitoring and enforcement by the Department of Industrial Relations.

END OF STANDARD CONDITIONS (LONG FORM)

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## SECTION EIGHT – SUBMITTAL DOCUMENTS

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**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
- Non-Collusion Affidavit Signature Page
- Federal Subrecipient Risk Assessment Questionnaire



**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: Workforce Innovation and Opportunity Act (WIOA) Youth Services	RFP #: 20-28-DQ	RFP Closing Date: July 14, 2020
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	Exceptions to the terms and conditions of this RFP, if any	<input type="checkbox"/>	<input type="checkbox"/>
4	Exceptions to the Sample Contract, if any	<input type="checkbox"/>	<input type="checkbox"/>
5	Response Clarification Addendum	<input type="checkbox"/>	<input type="checkbox"/>
6	Signed Non-Collusion Affidavit	<input type="checkbox"/>	<input type="checkbox"/>
7	Fully Executed Federal Subrecipient Risk Assessment Questionnaire	<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 <b>"FINANCIAL REPORTS"</b> (original hard-copy submittal only)	<input type="checkbox"/>	<input type="checkbox"/>
10	One (1) original in a separately sealed package marked <b>QUALIFICATION PROPOSAL</b> " (original hard-copy and seven (7) copies submitted in office and one (1) electronic hard-copy submitted online)	<input type="checkbox"/>	<input type="checkbox"/>
11	One (1) original in a separately sealed envelope marked <b>"BUDGET SUMMARY &amp; NARRATIVE"</b> (original hard-copy seven (7) submitted in office and one (1) electronic hard-copy submitted online)	<input type="checkbox"/>	<input type="checkbox"/>

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

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



**RESPONSE CLARIFICATION ADDENDUM**

<b>RESPONSE CLARIFICATION ADDENDUM</b>			
<b>Addendum Number</b>	<b>Dated</b>	<b>Date Received</b>	<b>Initials</b>
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**

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(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"/> Corporation	
<input type="checkbox"/> Individual doing business using a firm name	<input type="checkbox"/> Partnership	
<input type="checkbox"/> Joint Venture—attach agreement		
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\*\***



## FEDERAL SUBRECIPIENT RISK ASSESSMENT QUESTIONNAIRE

*For Federally-Funded Contracts:  
Execute and include completed Questionnaire with PRICING proposal submittal only.*

The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (2 CFR 200), specifically §200.331, requires County, acting in the capacity as a pass through entity, to ensure that every subaward is clearly identified to the subrecipient, that each subrecipient is evaluated for risk of noncompliance, and that subrecipient activities are monitored as necessary to ensure that the subaward is used for authorized purposes. When the County assigns responsibility to a subrecipient for conducting a substantive portion of the work under a subaward, the County remains responsible to the cognizant agency awarding the Federal funds for the management of funds and performance outcomes. County compliance with Federal guidelines is an integral part of the County's stewardship of Federal funds.

Stanislaus County performs pre-award risk assessments of all proposers who may be awarded federally-funded contracts. Proposers shall respond to all questions on this questionnaire, attach additional pages as needed to provide the requested information, sign, and include the fully completed documents with the proposal submittal. Failure to do so may result in rejection of the proposal submittal as non-responsive.

Organization name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Website (URL): \_\_\_\_\_

Incorporated in: \_\_\_\_\_ Date Incorp.: \_\_\_\_\_ Fiscal year (mo/yr): \_\_\_\_\_

Number of Employees: \_\_\_\_\_ Name of CEO: \_\_\_\_\_

Type of organization (check all that apply):

- US Government Entity
- US entity that did not expend \$750,000 or more in US federal funds in the latest fiscal year
- For profit organization
- Non-profit organization
- University
- Foundation



**FEDERAL SUBRECIPIENT  
RISK ASSESSMENT QUESTIONNAIRE**

*For Federally-Funded Contracts:  
Execute and include completed Questionnaire with PRICING proposal submittal only.*

	Yes	No	Details/ supporting documentation
Has the proposer completed an annual audit in accordance with Uniform Guidance Single Audit requirements?			Include copy of audit
Have the proposer's annual financial statements been audited by an independent audit firm?			Include copy of audit
Does proposer's organization have a financial management system that records the source and application of funds for award-supported activities?			
Are all cash disbursements within proposer's organization fully documented with evidence of receipt of goods or performance of services?			
Does proposer's organization have an effective system or procedure to control paid time charged to awarded funds?			
Does proposer's organization have an effective system or procedure for authorization and approval of:			
• Capital equipment expenditures?			
• Travel expenditures?			
• Vendor and subcontractor expenditures?			
Is Government property inventory maintained by proposer in a way that identifies purchase date, cost, vendor, description, serial number, location, and ultimate disposition data?			
Does proposer have written policies that address:			
• Pay Rates and Benefits?			
• Time and Attendance?			
• Leave?			
• Discrimination?			
• Privacy and confidentiality?			
• Conflicts of Interest?			
• Purchasing?			
• Record retention?			
• Petty Cash?			
• Accounts Payable?			
• Accounts Receivable?			
• IT?			
• Credit cards?			
Will proposer subcontract performance of duties if awarded a contract resulting from this RFP?			
Does proposer's organization have appropriate insurance documents (Refer to Exhibit B)?			Insurance certificates to be provided if awarded a contract.
Has there been a change in proposer's senior management team in the past year?			
Have any of proposer's key program staff started with proposer's organization in the past year?			
Has proposer's organization been placed on a corrective action plan within the past 12 months by any agency?			

*(Please sign the following page)*



**FEDERAL SUBRECIPIENT  
RISK ASSESSMENT QUESTIONNAIRE**

*For Federally-Funded Contracts:  
Execute and include completed Questionnaire with PRICING proposal submittal only.*

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Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

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## SECTION NINE – INFORMATIONAL ATTACHMENTS

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**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 – Budget Summary & Narrative
- Exhibit D – Special Conditions for Cost Reimbursement Contracts
- Exhibit E – Federal Awards Pass-Through Identification Requirements



**GENERAL SERVICES AGENCY**

**Keith D. Boggs**  
Assistant Executive Officer  
GSA Director/Purchasing Agent

1010 10<sup>th</sup> Street, Suite 5400, Modesto, CA 95354

Phone: (209) 525-6319  
Fax: (209) 525-7787

**ADDENDUM NO. 1**

**RFP 20-28-DQ**

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) YOUTH SERVICES**

To: All Prospective Proposers

June 25, 2020

Prospective Proposers for the **RFP 20-28-DQ; WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) YOUTH SERVICES** are hereby notified of the following questions/answers:

**COMMENTS / QUESTIONS & ANSWERS:**

1. Please clarify if a separate application (proposal) is required for each region. For example – 4 regions equal 4 proposals (binders) with 7 copies each – therefore a total of 28 copies (binders). Or is one application (proposal) needed with each region narrative provided as an individual tab within this one application (one binder)? Then with 7 copies of just this one binder.

**Answer:** Proposer shall submit one (1) original and seven (7) additional copies of the same binder that will include all regions vendor is applying for, each region will be individually tabbed in the binder for separation. Each region proposer applies for shall include items listed in sections 5.3.2.1 through 5.3.2.5.

Please note, proposer will include items 1-8 listed in section 5.1 and items 1-9 listed in section 5.3.2 in one of the regions they apply for (if applying for more than one region), these items are required to only be submitted one time.

In regard to the budget please refer to section 5.3.3 budget is to be delivered in a separate sealed envelope.

**Additional Comments:**

1. Question/Answer Deadline: June 30, 2020 by 5:00P.M.
2. Submission Date: July 14, 2020 by 2:30P.M.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

**THIS ADDENDUM MUST BE SIGNED AND SUBMITTED WITH BID 20-28-DQ.**

Please submit further requests for clarification to: [quallsd@stancounty.com](mailto:quallsd@stancounty.com)

\_\_\_\_\_  
Proposer

*Denelle Qualls*  
Denelle Qualls, Contracts Administrator



**GENERAL SERVICES AGENCY**

**Keith D. Boggs**  
Assistant Executive Officer  
GSA Director/Purchasing Agent

1010 10<sup>th</sup> Street, Suite 5400, Modesto, CA 95354

Phone: (209) 525-6319  
Fax: (209) 525-7787

**ADDENDUM NO. 2**

**RFP 20-28-DQ**

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) YOUTH SERVICES**

To: All Prospective Proposers

July 06, 2020

Prospective Proposers for the **RFP 20-28-DQ; WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) YOUTH SERVICES** are hereby notified of the following questions/answers:

**COMMENTS / QUESTIONS & ANSWERS:**

1. Exhibit C – Budget Summary and Narrative Form

**Tab – CR Budget**

- Please unlock this document – many cells, rows and columns are not available for entry of figures or text.
- Example C12 - does not allow for a total
- Example G25 – unable to type a percentage
- Example D46 – unable to add dollar amount
- Example B104 – unable to add text description

**Tab – Staff Fringe Worksheet**

- Please unlock this document – many cells, rows and columns are not available for entry of figures or text.
- Example Column B – unable to enter data
- Example – unable to add additional Retirement rows for staff over a count of 4
- Example – F27 – wrong Worker’s Comp rate listed – unable to change it

Are we able to use the Budget Form template that was previously used in Feb 2020 RFP?

**Answer:** See attached spreadsheet that has been unlocked to allow data to be input. Proposer shall not use the budget form template that was previously used in February 2020 RFP.

2. Who currently has the contract for these services?

**Answer:** Eckerd Youth Alternatives, Inc., Ceres Unified School District and Stellar Career College.

3. How long has the contract holder(s) been providing these services for the County?

**Answer:** See below:

- Eckerd Youth Alternatives, Inc.: 2017-Present
- Ceres Unified School District: 2004-Present
- Stellar Career College (Computer Tutor): 2003-Present

4. Under the current contract, what are the actual delivered percentages (not contracted) for

**Answer:** See below:

- Entry into unsubsidized employment (Employment Rate 2nd Qtr. After Exit): 70%
- Retention in unsubsidized employment (Employment Retention; Employment Rate 4th Qtr. After Exit): 67.9%

**Additional Comments:**

1. Question/Answer Deadline: June 30, 2020 by 5:00P.M.

2. Submission Date: July 14, 2020 by 2:30P.M.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

**THIS ADDENDUM MUST BE SIGNED AND SUBMITTED WITH BID 20-28-DQ.**

Please submit further requests for clarification to: [quallsd@stancounty.com](mailto:quallsd@stancounty.com)

\_\_\_\_\_  
Proposer

*Denelle Qualls*  
Denelle Qualls, Contracts Administrator



**GENERAL SERVICES AGENCY**

**Raul L. Mendez**  
Assistant Executive Officer  
GSA Director/Purchasing Agent

1010 10<sup>th</sup> Street, Suite 5400, Modesto, CA 95354

Phone: (209) 525-6319  
Fax: (209) 525-7787

**ADDENDUM NO. 3**

**RFP 20-28-DQ**

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) YOUTH SERVICES**

To: All Prospective Proposers

July 07, 2020

Prospective Proposers for the **RFP 20-28-DQ; WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) YOUTH SERVICES** are hereby notified of the following questions/answers:

**COMMENTS / QUESTIONS & ANSWERS:**

1. See attached addendum 2 that was posted July 06, 2020. This addendum required proposers to click on the PDF to show the entire two (2) page document. Full addendum is posted below.

**Additional Comments:**

1. Question/Answer Deadline: June 30, 2020 by 5:00P.M.
2. Submission Date: July 14, 2020 by 2:30P.M.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

**THIS ADDENDUM MUST BE SIGNED AND SUBMITTED WITH BID 20-28-DQ.**

Please submit further requests for clarification to: [quallsd@stancounty.com](mailto:quallsd@stancounty.com)

\_\_\_\_\_  
Proposer

*Denelle Qualls*  
Denelle Qualls, Contracts Administrator



**GENERAL SERVICES AGENCY**

**Keith D. Boggs**  
Assistant Executive Officer  
GSA Director/Purchasing Agent

1010 10<sup>th</sup> Street, Suite 5400, Modesto, CA 95354

Phone: (209) 525-6319  
Fax: (209) 525-7787

**ADDENDUM NO. 2**

**RFP 20-28-DQ**

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) YOUTH SERVICES**

To: All Prospective Proposers

July 06, 2020

Prospective Proposers for the **RFP 20-28-DQ; WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) YOUTH SERVICES** are hereby notified of the following questions/answers:

**COMMENTS / QUESTIONS & ANSWERS:**

2. Exhibit C – Budget Summary and Narrative Form

**Tab – CR Budget**

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**Answer:** See below:

- Entry into unsubsidized employment (Employment Rate 2nd Qtr. After Exit): 70%
- Retention in unsubsidized employment (Employment Retention; Employment Rate 4th Qtr. After Exit): 67.9%

**Additional Comments:**

1. Question/Answer Deadline: June 30, 2020 by 5:00P.M.
2. Submission Date: July 14, 2020 by 2:30P.M.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

**THIS ADDENDUM MUST BE SIGNED AND SUBMITTED WITH BID 20-28-DQ.**

Please submit further requests for clarification to: [quallsd@stancounty.com](mailto:quallsd@stancounty.com)

\_\_\_\_\_  
Proposer

*Denelle Qualls*  
Denelle Qualls, Contracts Administrator