

CONTRA COSTA COUNTY

REQUEST FOR PROPOSALS (RFP) 1150 WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) YOUTH PROGRAM SERVICES

This Request for Proposals (RFP) is to solicit competitive proposal for the delivery of year-round youth program services under the Workforce Innovation and Opportunity Act (WIOA) in Contra Costa County. Successful bidders will provide youth workforce development services, including the required WIOA youth program elements in an approach designed to enhance participants' essential employability skills and assist youth in setting and pursuing educational and career goals. The Contra Costa County Workforce Development Board and Youth Committee are particularly interested in innovative approaches that leverage WIOA dollars (to expand both services and numbers of youth served), connect youth to education and training opportunities leading to careers in the board's targeted industry sectors, and support Career Pathway approaches in the County's K-12 and Community College Systems.

Interested parties are required to attend a

MANDATORY

Bidder's Conference scheduled for

Tuesday, January 24, 2017

10:00 a.m. to 12:00 p.m.

Sequoia/Madrone Room

50 Douglas Drive, 3rd Floor

Martinez, California 94553

Attendance at this mandatory Bidder's Conference is a requirement for submitting a proposal.

The Bidder's Conference will afford the opportunity to ask questions about the RFP.

Final proposals will be due at 40 Douglas Drive, Martinez, by 5:00 p.m. on February 13, 2017.

Call the Employment and Human Services Department at (925) 313-1691 with any questions about the process for this RFP.

Thank you in advance for your effort in preparing your response.

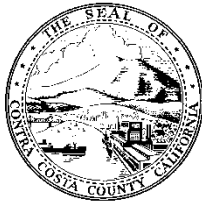
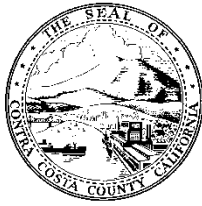
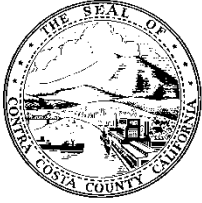


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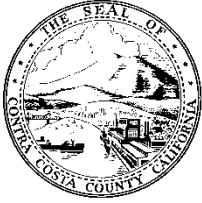
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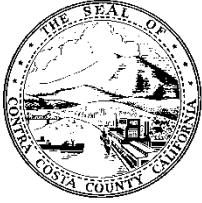
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REQUEST FOR PROPOSAL #1150

WIOA YOUTH PROGRAMS

SECTION 1. LEGAL NOTICE



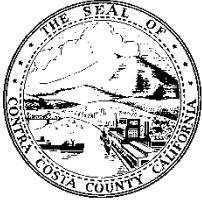
REQUEST FOR PROPOSAL #1150

WIOA YOUTH PROGRAMS

LEGAL NOTICE

This Request for Proposals (RFP) is to solicit competitive proposal for the delivery of year-round youth program services under the Workforce Innovation and Opportunity Act (WIOA) in Contra Costa County. Successful bidders will provide youth workforce development services, including the required WIOA youth program elements in an approach designed to enhance participants' essential employability skills and assist youth in setting and pursuing educational and career goals. The Contra Costa County Workforce Development Board and Youth Committee are particularly interested in innovative approaches that leverage WIOA dollars (to expand both services and numbers of youth served), connect youth to education and training opportunities leading to careers in the board's targeted industry sectors, and support Career Pathway approaches in the County's K-12 and Community College Systems.

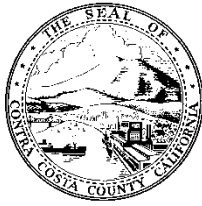
A **Mandatory Bidder's Conference** is scheduled for Tuesday, January 24, 2017, from 10:00am to 12:00pm, at 50 Douglas Drive, 3rd Floor, Martinez, CA 94553. Final proposals will be due 5:00pm, February 13, 2017. A copy of the RFP is available on the EHSD website: www.ehsd.org/rfps or call (925) 313-1691.



REQUEST FOR PROPOSAL #1150

WIOA YOUTH PROGRAMS

SECTION 2. RFP SCHEDULE AND TIMELINE

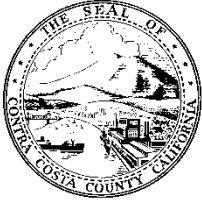


RFP SCHEDULE AND TIMELINE

REQUEST FOR PROPOSAL #1150	TIMELINE
Event/Location	Date
RFP Published	December 23, 2016
Bidders Conference 10:00-12:00 Sequoia/Madrone Room 50 Douglas Drive 3 rd Floor, Martinez	January, 24, 2017
Response to RFP Due	February 13, 2017
Fiscal Evaluation RFP Review Period	February 14-March 3, 2017
REP Review Panel Interviews (at Review Panel's request)	March 6-10, 2017
Youth Committee approval of RFP Review Panel's Recommendations	March 15, 2017
WDB Executive Committee approval of Youth Committee Recommendations	April 12, 2017
Award Letter(s) Sent	April 13, 2017
Appeal Period	April 13-April 24, 2017
Contract Negotiation	April 13-May 1, 2017
Board of Supervisor's Authorization	June 2017
Contract Start Date	July 1, 2017

With exception of proposal submission deadline, all dates are subject to change.

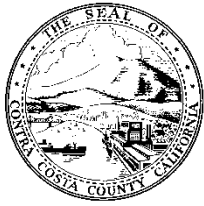
Opening / Publication Date: December 23, 2016
 Closing Date: February 13, 2017
 Organization: Workforce Development Board of Contra Costa County
 Contact (RFP Process only): EHSD Contracts Unit
 Contact Phone: (925) 313-1691
 Contact Fax: (925) 646-0117
 Contact Email: contractbid@ehsd.cccounty.us
 Bidders Conference: Tuesday, January 24, 2017
 10:00 a.m. to 12:00 p.m.
 Sequoia/Madrone Room
 50 Douglas Drive, 3rd Floor
 Martinez, CA 94553



REQUEST FOR PROPOSAL #1150

WIOA YOUTH PROGRAMS

SECTION 3. REQUEST FOR PROPOSALS INTRODUCTION



3. REQUEST FOR PROPOSALS INTRODUCTION

3.1 SOLICITATION

The purpose of this Request for Proposals (RFP) is to identify and fund organizations that have experience providing Career Development programs, or similar programs for youth and young adults ages 16-24 who are most in need and can benefit from Workforce Innovation and Opportunity Act (WIOA) services. The Workforce Development Board of Contra Costa County (WDB) intends to procure qualified service providers for one year contracts, with the option to extend the agreement(s) for two additional one year periods based on need, performance, and funding availability. The initial period of performance is July 1, 2017 through June 30, 2018.

This RFP provides Respondents with the requirements necessary to submit a responsive proposal inclusive of: background information, a description of desired services, proposal guidelines and format, and the contractor selection process. Proposals that do not follow RFP specifications will be determined non-responsive and will not be considered for funding.

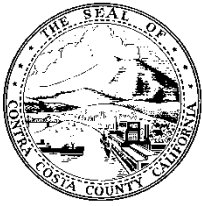
All proposals must be comprehensive and address the full scope of services or demonstrate a partnership with other agencies that together will deliver the full scope of services required by this RFP. The WDB will competitively award contracts to providers whose submissions are most responsive to the need for services described herein.

3.2 ELIGIBILITY FOR SUBMISSION OF PROPOSALS

Eligible Respondents are organizations which on their own, or in formalized partnership with other organizations, have adequate administrative controls and personnel to provide comprehensive youth services operated under the provisions of WIOA. This includes public organizations that are a corporation; non-profit organizations; for-profit organizations; and/or a collaboration of these organizations. WIOA fund management and performance outcomes are rigorous and regularly monitored by the WDB. The WDB recognizes that smaller community-based organizations may not have the capacity to manage WIOA funding but have distinct expertise in working with a specific target population. In these and other instances, the WDB encourages potential bidders to consider partnering with other organizations in the community that can provide administrative assistance and oversight.

Should a consortium or collaboration of organizations respond to this RFP, the proposal must clearly demonstrate that all contractual responsibility (i.e. administration, coordination, implementation and performance) rests solely with one legal entity and that the proposed arrangement would enable the Respondent to provide timely, efficient, and quality services. To be eligible, Respondents must have:

- Documented, successful experience, in providing services to WIOA eligible youth or similar high-risk youth populations, that are the same or similar to those requested in this RFP;



- Demonstrated experience in collaboration and coordinating youth program services with other community organizations;
- Demonstrated capacity to conduct and administer federally funded youth programs, including submission of appropriate financial and participant reports.

The selected service provider(s) will provide connecting linkages between workforce development, education, social services, other youth serving organizations, and the business community. This intentional linking of WIOA-funded services with other funding streams creates a more cost effective and cohesive system that maximizes services, minimizes duplication, and improves interagency communication and service coordination.

3.3 ESTIMATED FUNDING

The WDB anticipates awarding up to \$1.1 million in WIOA youth funding through this RFP for full service, year-round youth and young adult programs to operate from July 1, 2017 through June 30, 2018. At least 75% of youth funds must be expended on providing intensive services for out-of-school youth. At least 20% of total allocated WIOA youth funds must be expended on work experience. Stated dollar amount is based on projected availability of funding and subject to change. The WDB may increase or decrease funding at any time, based on funding availability, policy requirements and WDB priorities.

Funds expended from awards issuing from this RFP must be for activities and services that are reasonable, necessary and allowable. The funds are governed by WIOA; local, state and federal laws, regulations and directives; and Federal Register Uniform Guidance. The selected service providers must be knowledgeable of the allowable costs for this funding stream in order to avoid the potential for disallowed costs. No funds under this grant will be used to purchase real property, construct buildings, or build the infrastructure of contractors beyond immediate program needs.

If awarded a contract through this RFP, the contract award may not exceed 80% of the contractor's total organizational budget.

If additional youth funding, from any source, becomes available, the WDB may, at its discretion, incorporate the additional funding into existing contracts or by consideration of proposals not initially funded under this RFP.

Allocation of funding, under this RFP shall be consistent with the requirements of WIOA and any implementing regulations or directives of Department of Labor (DOL) and the California Employment Development Department (EDD). Successful respondents will be required to adhere to the statutes, regulations, and policies contained in this RFP, based upon statutory and regulatory requirements of these funds. Should unanticipated changes become necessary, relevant information will be posted on the WDB website. www.wdbccc.com.



Funding by Service Delivery Areas

The WDB anticipates issuing contracts for services for the Contra Costa County Local Workforce Investment Area (LWIA) which includes all of Contra Costa County, except for the City of Richmond.

The LWIA includes the following communities:

Antioch, Bay Point, Brentwood, Byron, Concord, Crockett, Discovery Bay, El Cerrito, Hercules, Martinez, Oakley, Pinole, Pleasant Hill, Pittsburg, Rodeo and San Pablo.

Special consideration will be given for proposals that serve the most under resourced areas.

3.4 BIDDER'S CONFERENCE

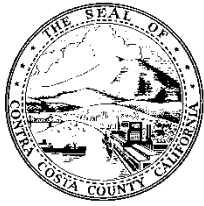
A **mandatory** Bidder's Conference has been scheduled for 10:00 a.m. to 12:00 pm, January 24, 2017 at 50 Douglas Drive, Martinez, CA 94523. At this session WDB staff will review the RFP and respond to questions regarding its requirements. Staff will not provide assistance regarding a proposer's individual program design. **Program questions formulated prior to the bidder's conference should be submitted online through the Workforce Development Board email wdbccc@ehsd.cccounty.us. All questions submitted prior to the Bidder's Conference will be answered at the Bidder's Conference.** Questions and answers provided at the bidder's conference will be made available to the public after preparation on Workforce Development Board's website at www.wdbccc.com.

3.5 EX PARTE COMMUNICATION/CONFLICT OF INTEREST

The WDB will enforce the prohibition on *ex-parte* communication during this RFP process. The *ex-parte* communication restricts RFP respondents from contacting members of the WDB and the sub-committees of the board. Under no circumstances may an individual who is part of the RFP evaluation committee collaborate or provide information regarding this RFP to any Bidder.

Conflict of Interest - In order to ensure a free and open competition that avoids any conflict of interest or unfair advantage, real or apparent, WDB procurement policy regarding code of conduct will be strictly followed. The policy, as it relates to eligible individuals/organizations states: "Any individual who develops specifications, Request for Proposals, evaluates or makes recommendations on such proposal(s), or participates in any manner in the procurement of goods or services with WIOA funds shall **NOT** be eligible to compete in the procurement."

A conflict of interest would arise when: an individual; any member of the individual's immediate family; the individual's business partner; or an organization that employs or is about to employ the individual.



3.6 RIGHT TO CANCEL

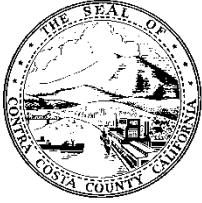
The WDB reserves the right to delay, amend, or cancel all or any part of this RFP at any time without prior notice. The WDB also reserves the right to modify the RFP process and timeline as is deemed necessary. This RFP does not commit the WDB to accept any proposal, nor is the WDB responsible for any costs incurred by Respondents in the preparation of responses to this RFP.

The WDB reserves the right to reject any or all proposals, to accept or reject any or all items in the proposal, and to award the contracts in whole or in part as is deemed to be in the best interest of the WDB.

3.7 COST CATEGORIES

Programs requested under this RFP will have no administrative costs. All costs incurred by Youth Service Providers are program costs and must directly relate to program operations. Program costs must be fair, reasonable, allowable, necessary, fully justified, and competitive. Programs may charge an indirect cost rate and profit rate, if applicable. The following provides a brief description of these charges.

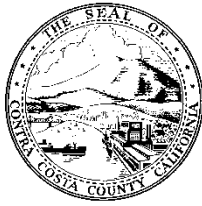
Total indirect line items (when considered in aggregate) shall not exceed 15 percent of a respondent's budget. The extent to which a respondent can meet performance objectives while minimizing indirect and profit costs, will be a factor in the evaluation process. Any indirect costs budgeted must be supported by an indirect cost rate agreement with a federal or state cognizant agency. If a respondent does not have an approved indirect rate but wishes to include indirect costs in its proposal, it must submit all relevant financial information that outlines how the indirect rate and costs were determined and future steps for required approval by the relevant cognizant agency. If the respondent is not required to obtain an indirect rate, then the cost allocation plan must include the methodology describing how common operating costs are distributed to the different funding sources. For more information in preparing indirect cost rate agreements, please reference the "Guide for Indirect Cost Rate Determination", Department of Labor, Division of Cost Determination issued November 2015 <http://www.dol.gov/oasam/boc/dcd/>. For-profit organizations should reference "48 CFR Chapter 1, Part 31" accessible at <http://www.ecfr.gov>.



REQUEST FOR PROPOSAL #1150

WIOA YOUTH PROGRAMS

SECTION 4. BACKGROUND



4. BACKGROUND

4.1 ORGANIZATIONAL OVERVIEW

The vision of the WDB is to promote the economic prosperity of the region it serves, characterized by economic opportunity, business growth, abundant high-quality jobs and healthy communities. The key elements that lead to economic prosperity include high performing businesses, served by a highly skilled workforce, prepared through targeted training programs and dynamic education systems. The WDB works towards the realization of this vision by building a workforce development network that includes strategic partnerships with a wide range of organizations and businesses, the use of industry sector strategies, leveraging of investments to increase impact, a data-driven approach that includes using economic intelligence in decision-making, and shared accountability for results.

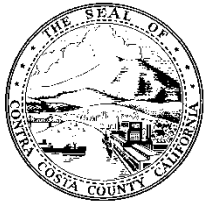
The WDB, in partnership with the Contra Costa Board of Supervisors, adopted a Strategic Plan for 2013 - 2017, which guides the actions of the Board, and articulates the priorities established for its investments. Applicants should align their proposals to the plan's goals, objectives and strategies. The Strategic Plan can be accessed at, <http://www.wdbccc.com/docs/strategic-plan/signed-2013-2017-wdb-strategic-plan.pdf?sfvrsn=2> . A new strategic plan will be developed in 2017 and contractors with the WDB should stay informed about this process and the new plan.

The WDB's primary funding is allocated by the U.S. Department of Labor (DOL) under the provisions of the Workforce Innovation and Opportunity Act. For additional information, please visit www.dolet.gov.

4.2 WORKFORCE INNOVATION AND OPPORTUNITY ACT

On July 22, 2014, President Barack Obama signed the Workforce Innovation and Opportunity Act (WIOA) into law. WIOA took effect on July 1, 2015 and supersedes the Workforce Investment Act (WIA) of 1998. Key changes under WIOA for serving youth include increasing the minimum percentage of funds to be spent on Out-of-School Youth (OSY) from 30% to at least 75%; an increased focus on work-based learning and career pathways; extending the out-of-school age limit from 21 to 24 years; and streamlining the eligibility process. These changes are consistent with DOL's commitment to "providing high-quality services for disconnected youth and young adults; beginning with career exploration and guidance; continuing support for educational attainment; opportunities for skills training in in-demand industries and occupations; and culminating with a good job along a career pathway or enrollment in post-secondary education."

The U.S. Department of Labor (DOL) has issued guidance for WIOA implementation in the form of both Training and Employment Guidance Letters (TEGLs) and the Final Rule (Regulations). Information may be accessed at <https://www.doleta.gov/WIOA/>.



Respondents are encouraged to familiarize themselves with the regulations and guidance issued by DOL. Programs funded under this RFP must be prepared to make some adjustments in programming to comply with future guidance and technical assistance.

4.3 WORKFORCE DEVELOPMENT BOARD GOVERNANCE

The WDB is a federally mandated board that is responsible for the fiscal and programmatic administration of employment and training funds for Contra Costa County. The WDB provides the vision, innovation, and strategies to keep our local workforce strong and supports workforce development activities that increase individuals' earnings and skills and are responsive to business' needs.

The WDB Youth Committee provides expertise that assists the WDB with planning, operational and other issues relating to the provision of services to youth. The Committee and Board envision a comprehensive system, with a full range of services and opportunities that integrates the themes of youth development with workforce development and holds youth, including disconnected youth, at the center of that vision.

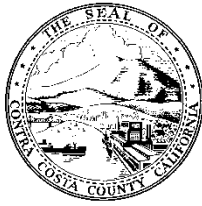
4.4 ROLES AND RESPONSIBILITIES

Roles and responsibilities of the WDB include:

- Overseeing and evaluating the management and operations of all programs funded by the WDB;
- Allocating funds and paying invoices as agreed upon in the contract;
- Monitoring Contractor's performance, quality of service and cost effectiveness, and reporting on performance to the Board;
- Maintain the linkage to the State of California's CalJOBS Automation system and California Workforce Services Network (CWSN);
- Developing and providing technical assistance to Contractor's staff;
- Informing and assisting contractors in the implementation of federal, and state, and local policies; procedures and rules that may impact the operations of the program(s);
- Providing labor market information;
- Ensuring compliance with all rules, regulations and procedures issued by all funding sources;
- Developing and submitting proposals for additional funds to enhance youth services;
- Preparing grant plans and/or modification as required for all funding sources;

The roles and responsibilities may be refined and changed as:

- Relevant federal and state law requirements are enacted and implemented;
- Regulations and procedures are developed or changed by the DOL; and/or the Employment Development Department (EDD); and
- The WDB adopts local direction and procedures.



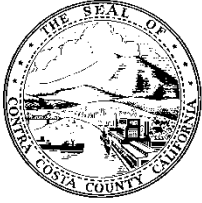
Roles and responsibilities of the Proposing agency include:

- Contracting with the WDB and complying with all terms and conditions of that agreement for the delivery of services;
- Working cooperatively with the WDB and the Youth Committee in the expansion of Contra Costa County's youth workforce development system;
- Working cooperatively with other funded service providers;
- Coordinating with partners in program design, implementation, capacity building and staff development and ensuring the program meets performance outcomes;
- Ensuring that services provided are readily accessible to individuals eligible for participation;
- Ensuring that the program is fully staffed with qualified individuals;
- Provide internal monitoring and oversight of all program activities and requirements, including those provided by collaborative partners;
- Administering all funds paid to the program;
- Reviewing and submitting accurately completed fiscal and MIS forms;

4.5 REGULATORY BODIES

The various governmental units that regulate WIOA activities on an ongoing basis are:

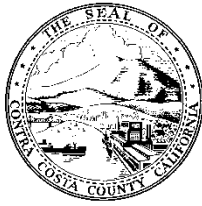
- Federal and State Legislatures, which enact and implement laws and requirements covering the workforce development system;
- The U.S. Department of Labor, which develops or changes regulations and procedures;
- The State of California Employment Development Department, which develops state-wide directives and information bulletins; and
- The WDB, which establishes local direction and procedures.



REQUEST FOR PROPOSAL #1150

WIOA YOUTH PROGRAMS

SECTION 5. PROGRAM DESCRIPTION



5. PROGRAM DESIGN

5.1 NEEDS STATEMENT

The Department of Labor (DOL) estimates that nearly 6 million or 14 percent of 16-24 year olds in this country are not employed or not in school. In many cases, they face additional challenges, including being low-income, homeless, young parents, in foster care or involved in the justice system. These disconnected youth and young adults are twice as likely to live in poverty, three times as likely to not have a high school diploma or its equivalent and three times as likely to have a disability. Disconnected girls and young women are more than three times as likely to have a child as their connected counterparts. Strategies to reach and engage these vulnerable young people must be a priority.

The WDB is seeking successful workforce development strategies that will help youth obtain employment, re-engage in school, prepare for postsecondary education and/or connect to industry-focused education and training programs, thereby increasing the number of young adults productively engaged in the workforce.

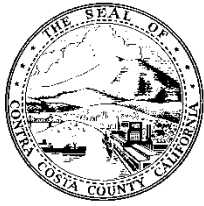
5.2 WIOA PROGRAM REQUIREMENTS

WIOA funds allocated to youth service providers shall be used for the following program design areas. Respondents must describe how the organization will ensure service is provided and quality of the service is maintained.

- a. **Outreach, Recruitment, Orientation:** Outreach and recruitment includes identifying potentially eligible youth and providing an orientation informing youth of the full array of applicable or appropriate services (WIOA and non-WIOA) available and how to access these services. Dropout youth are expected to have the ability to earn a high school diploma or its equivalent within a reasonable amount of time (generally within one year of participation date). Knowledge of the target group and effective outreach will be important.
- b. **Intake, Eligibility, Registration:** The Service Provider is responsible for determining WIOA eligibility for all youth applicants. This includes gathering, verifying and certifying eligibility as well as data entry into CalJOBS. CalJobs is the web-based case management and customer tracking system used by the WDB. WIOA requires all youth to be determined eligible prior to enrollment and receipt of WIOA-funded services.

If an individual is not eligible for WIOA services, he/she will be offered assistance in accessing organizations/services that are more appropriate.

- c. **Objective Assessment (OA) and Referral:** The OA will establish the baseline for all activities and training. It will also act as the foundation for development of goals (i.e.



educational, employment, credential attainment, etc.). Each eligible youth must receive an OA that includes a review of: basic skills, education, work history, occupational skills, employability, interests, aptitudes, developmental needs, supportive service needs and strengths for the purpose of identifying appropriate services and career pathways and informing the individual service strategy.

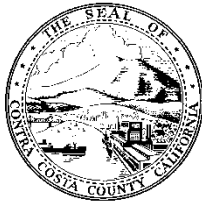
- d. **Individual Service Strategy (ISS)**: Based on the results of the OA, an ISS will be mutually developed between each participant and his/her case manager. The ISS is a written plan of action that identifies age-appropriate short and long-term goals that include career pathways, education and employment goals, and service needs. The ISS must directly link activities and services to one or more indicators of performance. The WDB considers the ISS a living document that requires on-going review of the progress of each participant in meeting their goals and updating their plan as needed.
- e. **Case Management**: Case management is a youth-centered, goal-oriented process for assessing needs of youth for particular services to meet educational and employment goals and assisting youth in obtaining those services. Contractors are responsible for providing comprehensive case management to each youth. Respondents must identify a minimum case management load (staff to youth ratio).

Record keeping is an essential component of case management. Records are used to document and retain information about youth, the process and progress of the services being provided, and are a focal point for accountability to funding. All contractors must maintain electronic participant files in CalJobs that meet the specification of the WDB.

- f. **Access to a Range of Services**: The 14 WIOA Youth Program Elements (see Section 5.3) must be made available to enrolled youth as needed or requested. If a Service Provider does not directly provide one of the program elements, it must describe the relationship with and demonstrate the ability to make seamless referrals to the organization providing the service. The Service Provider will have primary responsibility for ensuring that each participant receives the full continuum of services. Services accessed by a WIOA youth participant will depend upon the needs and goals identified by the participant and case manager as documented in the participant's ISS.

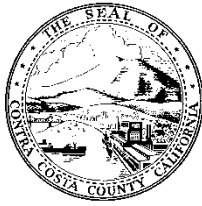
5.3 WIOA 14 YOUTH PROGRAM ELEMENTS

It is the intent of this solicitation to (1) connect more young people in Contra Costa County with work opportunities; (2) increase young peoples' job search, work readiness and competitiveness in future employment; and (3) increase career planning and skills development including postsecondary education. Accordingly, program designs must include the following 14 required program elements. Youth and young adults should receive appropriate services based



upon OA and ISS. Required program elements must be implemented in a timely manner. **The program must be operational within 30 days of contract effective dates.**

- 5.3.1 Tutoring, study skills training, and evidence based dropout prevention strategies that lead to completion of a secondary school diploma or its recognized equivalent or for a recognized postsecondary credential;
- 5.3.2 Alternative secondary school offerings;
- 5.3.3 Meaningful work experience opportunities – **A minimum of 20% of funding must be spent on work experience.** Paid and unpaid work experiences that have academic and occupational education as a component of the work experience, which may include:
 - (a) Summer employment opportunities and other employment opportunities throughout the school year (No stand-alone summer programs);
 - (b) Pre-apprenticeship programs;
 - (c) Internships and job shadowing; and
 - (d) On-the-job training (OJT) opportunities. OJT requires co-enrollment into WIOA adult programs and must follow all WDB policies and procedures related to co-enrollment and OJT. Co-enrollments must be coordinated with the One-Stop Operator (OSO) in the service delivery area.
- 5.3.4 Occupational skill training, which includes priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in demand industry sectors or occupations. This may include Individualized Training Accounts for young adults 18-24 years of age.
- 5.3.5 Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
- 5.3.6 Leadership development opportunities, including community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors;
- 5.3.7 Supportive services (Service Providers should establish linkages with entities that can provide non-WIOA funded supportive services.);
- 5.3.8 Adult mentoring for duration of at least twelve (12) months that may occur both during and after program participation;
- 5.3.9 Follow-up services for a minimum 12-month period after the completion of the program must consist of more than the requisite follow-up phone call;
- 5.3.10 Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling, as appropriate to the needs of the individual youth and young adult;
- 5.3.11 Financial Literacy education;
- 5.3.12 Entrepreneurial skills training;



5.3.13 Services such as career awareness, career counseling, and career exploration services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area; and

5.3.14 Activities that help youth prepare for, and transition to, postsecondary education and training.

5.4 ADDITIONAL PROGRAM EXPECTATIONS

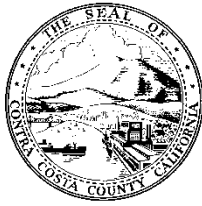
5.4.1. Participation in Earn & Learn East Bay: The WDB works with the Contra Costa Economic Partnership and Diablo Gateways to Innovation (DGI) to coordinate Earn & Learn East Bay, (<http://www.earnlearneastbay.org>) an employer engagement and recruitment campaign. Earn & Learn East Bay is a collaborative effort among a wide range of educational and workforce partners actively supporting career pathways for youth and young adults in our region. Service providers will be expected to become partners in this campaign and fully participate in all aspects, with a focus on:

a. Regional Employer Engagement Campaign

- Participate in the campaign, publicly identify that defined local efforts are part of Earn & Learn East Bay, (for e.g. use logos).
- Agree to the employer engagement protocols and standards.
- Track and manage employer contacts through the Earn & Learn East Bay employer management system
- Deploy employer engagement staff as part of the Earn & Learn East Bay effort and include existing relationships in the Earn & Learn East Bay portfolio.
- Leverage and align local employer engagement activities with the core Earn & Learn East Bay campaign.
- Align efforts with Regional Industry Sector/Career Pathway organizing activities.
- Contribute staff and resources as appropriate to the engagement campaign process.
- Participate in Community of Practice focused on employer engagement quality improvement.
- Collect common data and share it.

b. Work-Based Learning Standards, Definitions and Processes

- Formally adopt the Earn & Learn East Bay Work Based Learning (WBL) Definitions and Tools, available at www.earnlearneastbay.org and participate in the further adaption of the toolset.
- Use and apply the common standards, definitions and protocols for WBL.



- Participate in Community of Practice focused on WBL quality improvement.
- Contribute staff and resources as appropriate to adapt and update WBL tools and materials, including the website.

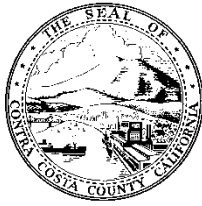
5.4.2 Industry Focus: The WDB focuses on helping build work readiness and career preparation in five priority sectors: Advanced Manufacturing, Health and Life Sciences, Energy, Construction/Engineering, and Information Communications Technology and Digital Media.

5.4.3 Access: Services should be easily accessible within local communities. Respondents must develop a strategy that addresses transportation and other barriers by ensuring appropriate access points for participants.

5.4.4 Regional Partnerships: The WDB works to align youth-serving institutions in order to increase access, reduce duplication, close service gaps and promote collaboration. In keeping with this goal, Service Providers are expected to demonstrate strong partnerships within the youth serving systems such as local secondary schools, higher education institutions, American Job Centers of California, CalWorks (including possible co-enrollment with WIOA Adult Programs), law enforcement, juvenile and adult justice systems, local housing programs, community-based agencies, vocational rehabilitation programs, employers, and other organizations possessing expertise and resources relevant to the needs of the OSY population.

The WDB is an active participant in multiple regional initiatives, including Diablo Gateway to Innovation, East Bay Career Pathways, East Bay Slingshot and others. Youth Services contractors will join WDBCCC in supporting these initiatives, coordinating services, leveraging funding, sharing and utilizing data, and connecting individuals and businesses to resources. Bidders are encouraged to describe commitments to this regional work, and to demonstrate understanding of and/or involvement in regional initiatives. Letters of commitment that include detailed information on initiative involvement and service, co-location, and resource-leveraging commitments may be included as attachments to the proposal.

5.4.5 Continuum of Services: Programs must be age sensitive, developmentally and culturally appropriate, and based on the assets, strengths and goals of the individual youth and young adults. Programs will offer a continuum of services designed to reflect a progressive sequence of activities allowing individuals to experience success and increased responsibility.



5.5 ELIGIBILITY AND ENROLLMENT

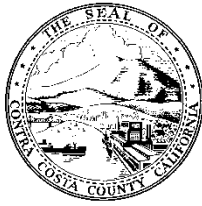
Please provide separate information on program design elements and components for In-School and Out-of-School populations.

5.5.1. Definition of an eligible out-of-school youth is an individual:

- a. Not attending any school (WIOA youth programs may consider a youth to be an OSY for purposes of WIOA youth program eligibility if he or she attends adult education under Title II of WIOA, YouthBuild, Job Corps, high school equivalency programs, or dropout reengagement programs regardless of the funding source of those programs); and
- b. Not younger than 16 or older than the age of 24 at the time of enrollment; and
- c. One or more of the following:
 - A school dropout; within age of compulsory attendance but has not attended for at least the most recent complete school year calendar quarter
 - A recipient of a secondary school diploma or its recognized equivalent who is low-income and either basic skills deficient or an English language learner
 - An individual subject to the juvenile or adult justice system
 - A homeless individual, a homeless child or youth, a runaway
 - An individual in foster care or who has aged out of the foster care system
 - An individual who is pregnant or parenting
 - An individual with a disability
 - A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment:

5.5.2 Definition of an eligible in-school youth is:

- a. An individual between the ages of 16 and 21, attending school, having low income, and meeting one or more additional conditions:
 - Basic Skills deficient.
 - English language learner.
 - Subject to the justice system.
 - Homeless/Runaway.
 - In Foster Care or aged out of the Foster Care system.
 - Pregnant or Parenting.
 - An individual with a disability.



5.6 PROGRAM MANAGEMENT

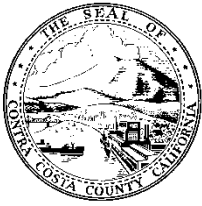
The WDB is seeking highly accountable programs with a current and/or past history of meeting performance standards that are the same or similar to those identified in the table WIOA Youth Performance Measures.

WIOA performance measures went into effect on July 1, 2016. Service Providers will be required to demonstrate how their programs are able to help all enrolled youth achieve the outcomes measured by WIOA.

Performance measures will be adjusted as necessary to meet local performance standards and align with requirements of WIOA, the State of California, and DOL.

Figure 2 - WIOA Youth Performance Measures

Performance Measure	Definition
Placement in employment, education, or training	The percentage of participants who are in employment, education, or training during the 2 nd quarter after program exit.
Placement in employment, education, or training	The percentage of participants who are in employment, education, or training during the 4th quarter after program exit.
Earnings after entry into unsubsidized employment	The median earnings of participants who are in employment during the 2 nd quarter after program exit.
Attainment of degree or certificate	The percentage of participants enrolled in an education or training program who obtain a recognized credential or secondary diploma/equivalent during participation or within 1 year after program exit.
In-program skills gains	Percentage of participants in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational or other forms of progress towards such a credential or employment.
Effectiveness in serving employers	TBD – definition and target to be negotiated at contract award.

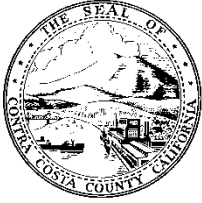


5.7 TRACKING REQUIREMENTS

Service Providers must utilize EDD's CalJOBS data management system on a daily basis for maintaining electronic participant files that meet the specifications of the WDB. WDB will provide technical assistance for accessing the appropriate CalJOBS accounts. Daily input includes the entry of individual participant data such as eligibility determination and documentation, demographics, participant activities, case notes, outcomes and follow-up data. Timely data entry is required as follows:

- 10 working days for case notes;
- 20 working days for participant activities.

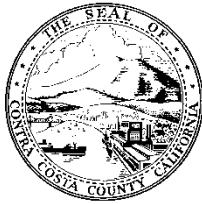
Because Service Provider performance will be assessed using data from CalJOBS, the WDB will conduct ongoing monitoring to evaluate the Service Provider's use of CalJOBS. Failure to comply with the required use will result in corrective action and may result in the contract being terminated.



REQUEST FOR PROPOSAL #1150

WIOA YOUTH PROGRAMS

SECTION 6. REQUIRED PROPOSAL FORMAT



6. REQUIRED PROPOSAL FORMAT

The proposal must clearly demonstrate the Respondent's ability to provide the requested services. The RFP provides information regarding the format in which proposals should be submitted, the requirements that must be met to be eligible for consideration, the Respondent's responsibilities and the documents that must be included. Failure to comply with the required proposal format and the General RFP Requirements may deem a proposal as nonresponsive.

6.1 GENERAL SUBMITTAL REQUIREMENTS

- 6.1.1. All bidders shall submit **one (1) original** proposal package with original signatures (in blue ink) and **seven (7) copies** of the proposal, under sealed cover, by mail or hand-delivery to Employment and Human Services Department (EHSD), Contracts Unit, 40 Douglas Drive, Martinez, CA 94553 to be received no later than **5:00PM on February 13, 2017**.

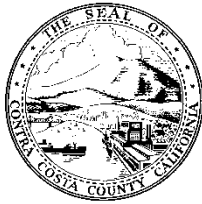
Proposals not received by this time will be automatically disqualified from the competitive process – no exceptions. Postmarks are not acceptable.

- 6.1.2. One copy of the organization's most recent audit or most recent certified financial statements must accompany the original proposal, along with a copy of the Certificate of Insurance. Do not attach the audit and the Certificate of Insurance to the seven copies of your proposal

6.2 REQUIRED DOCUMENTS AND PAGE LIMITS

Respondents must include the following documents and must adhere to the following page limits. Please keep narratives as concise as possible while providing the information requested. Each narrative must contain a heading clearly indicating the category you are responding to.

- Title Page (Section 6.3) - 1 page limit (Appendix A)
- Table of Contents / RFP Checklist (Section 6.3) - No limit (Appendix C)
- Executive Summary (Section 6.3) - 1 page limit
- Organization Description and Qualifications (Section 6.4) - 3 page limit
- Required Attachments: Organizational Chart (Section 6.4) - 1 page limit
- Program Content (Section 6.5) - 25 page limit
- Past Performance (Section 6.6) – 1 page limit
- Required Attachment: Client Flow Chart
- Budget Summary, Narrative, and Budget Detail: (Section 6.9) – No limit (Appendix D)
- Required Attachment: Summary Budget – No limit
- Required Attachment: Indirect Cost Agreement and Negotiated Profit – No limit



6.3 FORMATTING REQUIREMENTS

Respondents must adhere to the following formatting requirements:

- Page Size: 8½"x 11"
- Font size: 12 point
- Margins: One inch
- Line spacing: Double-spaced
- Pages: Single-sided numbered sequentially
- Language: English

6.4 PROPOSAL TITLE PAGE, TABLE OF CONTENTS, AND EXECUTIVE SUMMARY (5 POINTS)

Proposal Title Page: (Appendix A)

- Complete the Title Page included as an attachment to this RFP.
- The Proposal Title Page must be completed, in full, and signed by an agency officer authorized to bind the agency to all commitments made in the proposal and be accompanied by a copy by the Respondents' Board Resolution, or other corporate actions, authorizing the agency officer to submit the proposal. If a Board Resolution, or other corporate actions, cannot be obtained prior to proposal submission, the resolution may be submitted no later than three (3) calendar weeks from the proposal submission deadline.

Table of Contents:

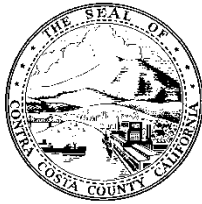
- Complete the Proposal Checklist / Table of Contents included as an attachment to this RFP. (Appendix C)
- The Proposal Checklist identifies all narratives, forms, and certifications that must be submitted with your proposal. This sequence must be followed in assembling the completed proposal. The Proposal Checklist must be included in your proposal package and will serve as your Table of Contents.

Executive Summary:

- Include a brief overview of the proposal including a summary of the understanding of the program.

6.5 ORGANIZATION DESCRIPTION AND QUALIFICATIONS (15 POINTS)

- Respondent must provide an overview of the lead organization including: primary location of the organization, type of organization (for-profit, nonprofit, etc.), size of the organization, years in business, history of organization, mission and vision, major services, and any other relevant information that helps provide an overview of the organization.
- Respondent must provide evidence of the organization's ability to successfully perform the services described in this RFP, including descriptions of past projects



completed with a similar scope of work and previous experience with WIOA programs.

- Describe the organization's knowledge, expertise, and experience working with out of school youth, the target population identified in this RFP.
- Describe your organization's experience in working as part of a collaborative effort to provide connected and leveraged services. Describe your organization's role in the collaborative, and any parallels to the proposed organizational structure delivering services through the proposed program.
- Identify the service area(s) you are targeting in your response, include demographic, social, academic and other elements to demonstrate your working knowledge of the populations and communities you propose to serve. Respondents may propose to provide services on a county-wide basis or for any of the sub-county regions described in this RFP.
- Describe the organization's ability to collect, track and report financial and participant data.
- Describe the staffing plan and qualifications, including training, staff development and support for all staff involved in the program. Please identify the proposed the staff-to-youth ratio.
- Describe your organization's alignment and capacity to deliver services consistent with the Program Requirements, Program Elements and Additional Program Expectations described in this RFP.
- Explain your ability to be operational within 30 days of grant award.
- Provide an organizational chart.

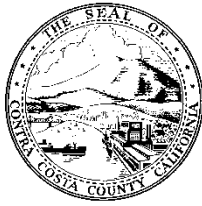
6.6. PROGRAM CONTENT (TOTAL 40 POINTS)

Responses to this section must not exceed 25 double-spaced pages and must include the following sections:

6.6.1 Program Design (20 points)

Target Population, Recruitment, and Enrollment:

- Describe the demographics and characteristics of the targeted area to be served.
- Describe the population(s) to be served.
- Describe potential challenges that may arise in engaging and enrolling this population.
- Describe how many youth and young adults you will enroll in year one and describe your plan to identify, recruit, and enroll OSY into the program.
- Describe the intake process, including the collection of basic information from potential clients, informing potential clients of available services in your organization or elsewhere, and determination of client suitability for program services.



Youth Experience:

- Detail the key steps and services youth and young adults will experience as they progress through the program, from recruitment to exit and follow-up.
- Describe the rationale for focusing efforts on the proposed population(s), including identifying the nature of the needs of the population(s), and the benefits of participation in the proposed program.
- Attach a client flow chart (not included in the page count).
- Describe how you will ensure, measure and continuously improve the experience of the youth and young adults in your program.

Supportive Services

- Describe barriers to successful reconnection and completion of education and/or employment that the target population faces.
- Describe what supportive services (WIOA and non-WIOA) you will use to address these barriers.

Performance, Administration and Project Management

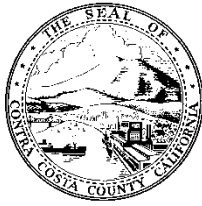
- Describe your strategy for understanding, monitoring and measuring youth performance measures and outcomes.
- Describe your process for ensuring quality, compliance and proper documentation for all youth files.
- Describe how you will ensure funds are used properly and according to the spending plan.

Collaboration, Partnerships, Leverage

- Describe the collaborative partnerships you will use to implement the program. Identify demonstrated connections and existing functional partnerships that will be part of this program, including with alternative education, adult education, and postsecondary institutions including community colleges, advanced skills training entities, apprenticeship training, four-year colleges and universities, labor organizations, community-based organizations and/or other service providers.
- You must demonstrate, through the narrative, that all collaborative partners have previous, successful experience in providing the services to the target population.
- Include leveraged resources and specific roles and responsibilities of each partner.

Access and Locations

- Demonstrate how the proposed program will increase access and address transportation and other barriers for program participants.
- Address whether the responding organization will maintain a main office, a satellite office or co-locate with other organizations in the targeted service areas.



Coordinate Services with America's Job Center (one-stops)

Under WIOA, young adults who are 18 years or older will be eligible to receive services through WIOA Adult and Dislocated Worker Programs. WIOA mandates that youth services must be coordinated throughout the region's America's Job Centers of California (AJCC).

- Please describe how the agency will coordinate youth services with the America's Job Center of California (AJCC).

Employer Connections

- Describe your relationship with employers in the WDB's five identified priority industry sectors: Advanced Manufacturing, Health and Life Sciences, Energy, Construction/Engineering, and Information Communications Technology and Digital Media and the specific roles these employers will play in your program.
- Describe how you have developed internships, job shadows, occupational skill training, apprenticeships, work experience, placement in employment, and/or other work-based learning outcomes with employer partners.
- Describe your approach to job placement and how you will identify employment opportunities for program participants.
- Describe how you track and manage employer engagement, how you will do this in the proposed program and how you will coordinate and share employer relationships with Earn & Learn East Bay partners.

6.6.2 Program Components (20 points)

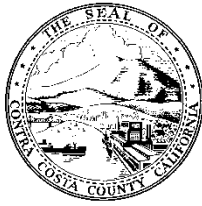
***Note: Consideration will be given for applicants' use of innovative, results-based program models that demonstrate an understanding of promising practices in youth development and youth employment.**

Assessment Strategies

- Describe the assessment instruments and processes you propose to use with students/ youth engaged in the program and how the assessment will be used to inform planning and service delivery for the individual youth and the program.

Educational Services

- Describe how you will implement tutoring, study skills training, and proven dropout recovery strategies to assist youth and young adults in the completion of secondary school resulting in the attainment of a high school diploma or its recognized equivalent.
- Describe how you will help youth and young adults prepare for and transition to training or postsecondary education.
- Describe how you will connect young people to education/training programs that can include occupational skills training, apprenticeship program, and post-secondary education.



- Describe how these education/training programs will lead to jobs with livable wages.

Career Pathways

- Describe how you will help youth and young adults become aware of the career pathways and their respective industry sectors, with a focus on the WDB's five identified priority industry sectors: Advanced Manufacturing, Health and Life Sciences, Energy, Construction/Engineering, and Information Communications Technology and Digital Media.
- Describe how you will connect youth to education/training that leads to post-secondary degrees and/or industry recognized certifications.

Work Experience

- Describe how you will provide youth with work-based learning opportunities (internships, work experience, pre-apprenticeship/apprenticeship, job shadows, etc.).
- Describe how a minimum of 20% of funds will be spent on work experience.
- **Explain your capacity to operate as the "Employer of Record" for paid work experiences*.**

***NOTE:** Work experiences must have regularly scheduled evaluations of participant's progress; a training plan agreed to by the job supervisor, participant and the case manager; a work site training contract; and time sheets that reflect training hours.

Work Readiness, Financial Literacy and Entrepreneurship Training

- Describe the proposed work readiness training program and standards for completion.
- Describe the financial literacy education and entrepreneurial skills training you will offer.

Youth Development

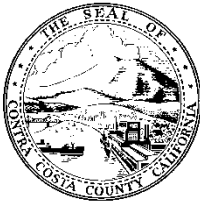
- Describe leadership development opportunities, including community service and peer-centered activities and other positive social and civic behaviors.
- Describe how you plan to incorporate adult mentoring for program participants.

Follow Up Activities

- Describe the follow up activities you and your partners will conduct, and how they will meet the minimum standards and expectations of WIOA youth program requirements.

6.7 PAST PERFORMANCE (15 POINTS)

- Respondents who are either current or recent WDB funded providers will be evaluated based upon their ability to meet contractual performance standards for up to the last three fiscal years. Describe your current performance to achieve quarterly planned performance goals, enroll target groups to planned levels, serve "hard-to-



serve” populations, submit timely reports to the WDB and achieve quarterly WIOA youth performance goals.

- Respondents who are not currently or previously funded by the WDB and service providers who receive WDB funds prior to 2013 will be evaluated based on information obtained from references submitted in the “Reference” section of the RFP. References will be asked to provide an overall assessment of program performance and capabilities, including:
 - Actual performance vs. planned goals.
 - Type of program/ service(s) funded.
 - Participants’ characteristics (i.e. number served, age, target group etc.).
 - Geographic area served.
 - Grant amount and duration (including date(s) funded).
 - Fiscal accountability.
 - Reporting and record keeping performance/ capabilities.
 - Client satisfaction.

6.8 MEASURES AND RESULTS (10 POINTS)

WIOA Measures

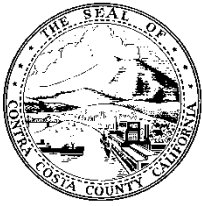
- Identify the specific elements of your program design that will lead to attainment of the WIOA and other defined performance measures and/or local outcomes. Describe the types of documentation and/or supplemental data that will be used to document performance.

Other Impact Measures

- Identify other measures you propose to document the program’s impact on youth, the overall effectiveness of the program and how it will support the goals of the Strategic Plan of the WDB. Examples might include youth enrolled or earning credentials in industry training aligned with the WDB’s priority sectors.

6.9 BUDGET SUMMARY, NARRATIVE, AND BUDGET DETAIL (15 POINTS)

- Submit a 12-month budget summary for the period of July 1, 2017 through June 30, 2018. (Appendix D)
- Submit a copy of your organization’s overall budget, along with a list of funding sources and the amount received from each, and identify the 20% match. If you are applying as a department within a larger agency, then the budget of the department applying must be attached to the required budget plan.
- Describe how your fiscal system is administered, including responsibilities of Board of Directors, Executive Director and staff in fiscal management and your fiscal procedures and policies.

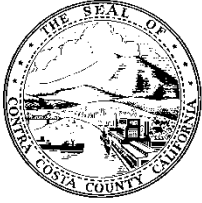


- Budget Narrative: a detailed discussion of the budget amount requested which must include a description of:
 - Shared Costs: The methodology that will be used to prorate common operating costs to each funding source. Examples of common operating costs are infrastructure costs (e.g. rent and copier machines), as well as personnel (e.g. receptionist, fiscal staff, senior management) providing benefits to multiple funding sources.
 - Staff costs (salaries and fringe benefits).
 - Operating costs: Include all other non-personnel costs (i.e. rent, office supplies, indirect costs, audit costs, equipment you plan to purchase or lease/rent.
 - Direct participant costs are a key part of (WIOA services, and include such items as, tuition, books and supplies, work experience wages, and support services. The WDB encourages bidders to maximize the use of direct participant funds in their service delivery model.
 - Indirect Costs*
 - Leveraged funds: Describe leveraged funds that the agency or collaborators will bring to this project. This can include cash contributions, staff effort, space, or other revenue generation and in-kind contributions. In answering, list each source of leveraged resources, the dollar value, and the function of each leveraged resource.

*NOTE: Indirect Cost Agreement. Please attach if applicable.

Indirect costs budgeted must be supported by an indirect cost rate agreement with a federal or state cognizant agency. If a Respondent does not have an approved indirect rate but wishes to include indirect costs in its proposal, it must submit all relevant financial information that outlines how the indirect rate and costs were determined and future steps for required approval by the relevant cognizant agency. If the Respondent is not required to obtain an indirect rate, then the Cost Allocation Plan must include the methodology describing how common operating costs are distributed to the different funding sources. All costs should be identified as program support or program costs

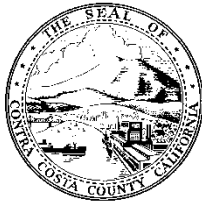
- Single Audit – Please attach a copy of the most recent annual audit report issued by independent certified public accountants. If the Respondents do not have audit reports, please submit a copy of the most recent financial and compliance reviews performed by the Respondents’ funding sources. If the Respondents and/or collaborator(s) do not have either of these reports, please explain. This will be submitted as an attachment to the RFP response and will not be included in the body.



REQUEST FOR PROPOSAL #1150

WIOA YOUTH PROGRAMS

SECTION 7. EVALUATION PROCESS AND CONTRACT AWARD



7. EVALUATION PROCESS AND CONTRACT AWARD

7.1 COMPLIANCE REVIEW

Proposals will be stored in a designated secure location to insure confidentiality. No proposals will be opened until after the submission deadline identified in the RFP.

Upon receipt of proposals, Contracts Unit staff will review submitted proposals for completeness and technical compliance with the terms and conditions of the RFP. All proposals should adhere to the required format and, in order to be competitive, should include all of the requested information, all sections awarding points, completed forms, and attachments. Proposals that do not follow the Required Proposal Format (Section 6) will be determined nonresponsive and will not be considered for funding.

The proposal must receive a fiscal review evaluation score of at least **70% (17.5 points)** of the total available 25 points, if not; it will be eliminated from further review. Points will be awarded on the basis of the agency's demonstration of:

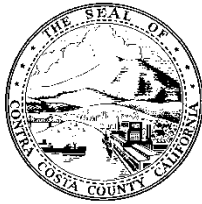
- Compliance with budget specifications,
- Adequate agency accounting systems and internal controls,
- Ability to administer financial system(s), and,
- Fiscal experience and agency solvency

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

7.2 EVALUATION CRITERIA

In general, proposals will be evaluated based upon their ability to demonstrate the following:

- Knowledge of WIOA regulations and federal, state, and local policy;
- Ability to enroll, retain and effectively serve youth in WIOA programs;
- Ability to provide a full range of effective youth program services that meet WIOA requirements;
- Ability to meet performance outcomes;
- Leverage resources and utilize collaborative partnerships that increase wrap-around services and create a synergy that produces outcomes greater than the sum of efforts taken independently;
- Costs are reasonable, allowable, necessary and realistic;
- Program timelines are reasonable and realistic to support program success;
- Adequate staffing with the necessary experience and qualifications;
- Administrative and fiscal capacity to operate the requested program services;
- Capacity to implement the proposed program within 30 days of grant award.



Proposals will be scored and ranked by a team of independent reviewers (RFP Scoring Panel) who will score and rank all responsive proposals using the criteria set forth in this RFP and make a recommendation for funding based on the evaluation scores. The table below provides a summary of the scoring method for this RFP:

RFP Scoring Methodology	
Proposal Title Page, Table of Contents, and Executive Summary	5
Business Description and Qualifications	15
Program Content	40
Past Performance	15
Measures and Results	10
Budget and Budget Detail	15
Total Available Points	100

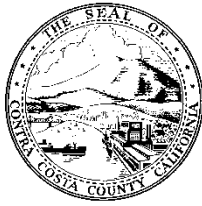
Respondents must have a total average score of 80 points or higher to be recommended for funding. WDB reserves the right to consider multiple proposals. WDB may require interviews.

In the event that the primary Respondent recommended fails to provide services outlined in the agreement and proposal, The WDB may use an alternate Respondent to perform services based on a score of 80 points or higher and approved by the Board.

7.3 SELECTION OF SERVICE PROVIDERS

Funding determinations will be made through a competitive procurement process in compliance with federal, state, and local procurement guidelines. **Under no circumstances will an award be made, at any tier, to a contractor that has been debarred or suspended, or is otherwise excluded from, or ineligible for, participation in Federal assistance programs. This is inclusive of the organization and its principal staff.**

- All proposals will receive equal consideration for funding and determinations will be based upon on the evaluation criteria discussed above (Section 7.2). The RFP Scoring Panel will recommend, as the successful Respondent, the organization whose proposal is determined to best meet the needs of the WDB, based upon information supplied



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

- Additional services may be funded should the WDB determine that additional or alternative services would be more effective in meeting the needs of the community or would have greater potential to achieve our local performance goals.
- Funded service providers shall be subject to all applicable federal, state, and WDB policies and regulations.

7.4 APPEALS PROCESS

Each bidder submitting a proposal to **RFP 1150** issued by the WDB shall have an opportunity to appeal the funding decision of the Board. **Proposals disqualified for not meeting the deadline for submission are not eligible for appeal.**

All proposers will receive a written or faxed notice from the WDB informing them of the Board's funding decisions. If the applicant wishes to appeal the WDB's selection or award decision, the applicant must submit a written appeal request to **EHSD Director, 40 Douglas Drive, Martinez, CA 94553** within ten (10) working days of the postmarked date of the letter of award status. The appeal will be conducted in accordance with the Employment and Human Services Department process.

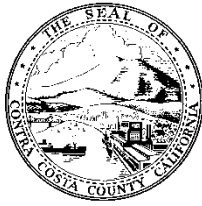
All written letters of appeal must state the following:

- The issue(s) appealed,
- How the alleged issue detrimentally effects the appellant, and,
- The rectification sought by the appellant.

Appeals unresolved by the initial appeal process may be pursued with the Contra Costa County Board of Supervisors.

An appeal will only be considered valid if there has been a violation of the one of the following criteria:

- The procurement process as outlined by the RFP was violated in some manner; and/or
- Federal, state, and/or WDB procurement guidelines have been violated.



An appeal would not be allowed:

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

7.5 BOARD ACTION

The WDB Youth Committee will present funding recommendations to the Executive Committee of the WDB, who will make all final funding recommendations to the Contra Costa County Board of Supervisors.

7.6 CONTRACT AWARD AND NEGOTIATIONS

Once the successful Respondent is approved by the WDB, WDB staff will make arrangements to begin contract negotiations and contract implementation. In some cases, the WDB may request that the contract incorporate changes in the original proposal. Additionally, the WDB contract offer may contain additional terms or terms different from those set forth in this RFP. After contract negotiations, the WDB will deliver the contract to the awardee(s) for signature. The period of performance for the agreement to be awarded is twelve (12) months, beginning July 1, 2017 and ending June 30, 2018.

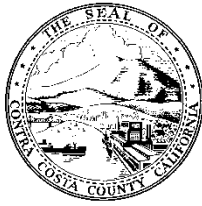
As a result of the negotiation process, the WDB reserves the right to:

- Fund all or portions of a proposal and/or require that one awardee collaborate with another for the provision of specific services, either prior to execution of an agreement or at any point during the life of the agreement;
- Use sources of funds, other than WIOA, to fund all or portions of an awardee's program;
- Require collaborators identified in the proposal to become co-signatories to any contract with the WDB.
- The contract term will be for one (1) year with the option to extend the agreement for two (2) additional one-year periods based on need, performance and funding availability.

7.7 COOLING OFF PERIOD

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

- 7.7.1** Is a current, dismissed, separated, or formerly employed person of the WDB; and
 - Was employed in any position(s) of substantial responsibility in the area of service to be performed by the contract; or



- Participated in any way in the negotiations, transactions, planning, arrangements, or any part of the decision making process relevant to the proposed contract/service agreement, or was or is employed in a role of substantial responsibility in the same general subject area as the proposed contract; or
- Is an owner, officer, principal, partner, or major shareholder of the proposed Service Provider.

This prohibition will apply to any qualified person(s) leaving employment of the WDB, and will apply at all times during the twelve-month period beginning on the date the person left the employment of the WDB. This policy will apply to procurements issued or contracts executed for program-related services and not to internal WDB operational support executed within that twelve-month period.

- 7.7.2** All Respondents must sign and submit the **Standards of Conduct form and the Ex Parte Conflict of Interest** form, as appropriate and submit along with their proposal. These forms will be submitted as attachments and not included in the page limits.

7.8 TECHNICAL ASSISTANCE

The **MANDATORY BIDDERS CONFERENCE** will be held on Tuesday, January 24, 2017 from 10:00 a.m. to 12:00 p.m. at Sequoia/Madrone Room, 50 Douglas Drive. 3rd Floor, Martinez, CA 94523

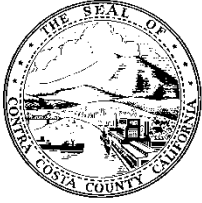
Parties interested in bidding on the RFP **must** attend the scheduled mandatory Bidder's Conference. Program questions formulated prior to the bidder's conference should be submitted online through the Workforce Development Board email wdbccc@ehsd.cccounty.us. All questions submitted prior to the Bidder's Conference will be answered at the Bidder's Conference. Answers to questions submitted before or at the Bidders Conference will be made available to the public on Workforce Development Board's website at www.wdbccc.com.

Programmatic questions will be answered **only** at the Bidder's Conference. Questions and answers regarding the RFP Process submitted both during and after the Bidders Conference will be posted on the www.wdbccc.com website. All questions should be sent by email to contractbid@ehsd.cccounty.us.

7.9 CONTRACT TERMS AND LITIGATION WARRANTY

The WDB will negotiate contract agreements with the successful Respondent(s). The contract term will be July 1, 2017 through June 30, 2018.

Respondents, by submitting a proposal, warrant that they are not currently involved in litigation or arbitration concerning their performance as it relates to the same or similar services to be supplied pursuant to the referenced contract and that no judgments or awards have been



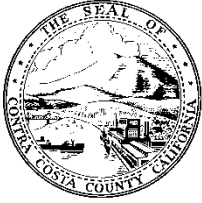
made against the Respondents on the basis of their performance in supplying the same or similar services, unless such fact is disclosed to the WDB in the proposal. Disclosure will not automatically disqualify the Respondents; however, the WDB reserves the right to evaluate proposal(s) on the basis of facts surrounding such litigation or arbitration. These will be reviewed and decided upon at the discretion of the WDB.

7.10 RESTRICTION ON DISCLOSURE

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

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

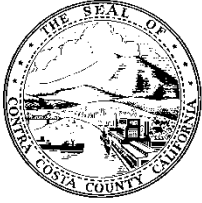
The WDB will not notify Respondent of requests for release of information or that the WDB released data unless the WDB receives a request for information previously marked and identified by Respondent as confidential or proprietary. If the WDB receives a request for release of such previously marked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



REQUEST FOR PROPOSAL #1150

WIOA YOUTH PROGRAMS

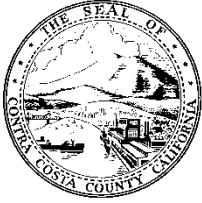
SECTION 8. GENERAL RFP INFORMATION



8. GENERAL RFP INFORMATION

8.1. GENERAL PROPOSAL CONDITIONS

- 8.1.1** The applicant certifies, by submission of a proposal that all specifications listed in the RFP will be met and further understands that these specifications may become part of a contract for provision of services, should a contract be awarded.
- 8.1.2** Programmatic responses must be clear and in the order in which they appear in the Proposal Checklist.
- 8.1.3** Proposals should be without expensive artwork, unusual printing, or other materials not requested or essential to the utility and clarity of the proposal. Information on evaluation criteria and weight factors are included in this RFP packet.
- Proposals should be **only either** stapled or held together using binder clips. Do not submit any proposals in binders, folders, or any type of binding.
- 8.1.4** All contracted parties must agree to implement the County's alcohol/drug abuse prevention/treatment policy, adhere to federal and state nondiscrimination requirements, and comply with related monitoring and evaluation procedures.
- 8.1.5** Respondents must be willing to function as part of Earn & Learn East Bay campaign and agree to the standards, practices and coordination necessary to make the campaign operational. Earn & Learn East Bay is a critical strategy to improve employer engagement, have targeted consistent communication and consistent quality standards for youth and employer experiences.
- 8.1.6** The WDB will only accept proposals for the program activities requested. **Proposals submitted for services/training not requested in the RFP will be rejected.** ***NOTE:** Contract funding levels for individual proposals will be based on realistic data, i.e., needs of the WDB in meeting program goals, participant needs, industry training needs, etc. Services throughout the local workforce investment area are a consideration when selecting service providers.
- 8.1.7** The proposal submitted in response to this solicitation is not a legally binding document, however, the contract, which is based on the proposal after negotiation, becomes legally binding once finalized. **The WDB has the right to reject proposals that do not conform to program goals.**



8.1.8 The existence and contents of proposals are confidential and as such will not be discussed with any outside party by staff or Board members at any time other than designated official proposal review periods.

8.1.9 Proposals received are considered the property of the WDB and will not be returned.

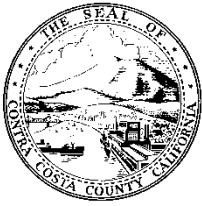
8.2 COUNTY CONTRACT REQUIREMENTS

Upon acceptance of a proposal and award of a contract by the Board of Supervisors or designee, the successful bidder will enter into a standard County contract that specifies the following:

- Parties to the Contract
- Effective Dates
- Legal Authority
- Signatures to the Contract
- Service Specification and Provisions for Reporting, Monitoring and Evaluation
- Fiscal Provisions
- Method of payment to Contractor. A fee-for-services, performance-based or a reimbursement contract may be negotiated with bidder at County's option.
- Program budget separated by personnel and operating costs, indirect costs and revenue (if any) to allow determination of efficiency, reasonableness and allocation of line items,
- Provisions for audit.
- General Conditions. Contractor must comply with standard County Contract General Conditions.
- Special Conditions, as required. Contractors must comply with WIOA special conditions, Federal Sub-Recipient Award special conditions (if applicable). Contractors must also comply with additional insurance requirements by contract commencement date. Contractors will not be paid for services until insurance requirements are met.

8.2 AUDIT REQUIREMENTS

8.2.1 The WDB will conduct a Financial Monitoring Review of all contracts at least once a year.



8.2.2 The WDB requires that all Service Providers follow the audit requirements (single audit or program-specific audit requirement) of Uniform Guidance **2 CFR Part 200** and DOL Exceptions **2 CFR part 2900 and Circular A-133 (29CFR 97.26 and 29 CFR 95.26)**.

8.3 COSTS INCURRED BY PROPOSERS

All costs of proposal preparation shall be borne by the proposer. The WDB shall not be liable for any pre-contractual expenses incurred by proposers in the preparation and/or submission of the proposals. Proposals shall not include any such expenses as part of the proposed budget.

8.4 ACCURACY AND COMPLETENESS

The proposal must set forth accurate and complete information as required in this RFP. Unclear, incomplete, and/or inaccurate documentation may not be considered for contract award. Falsification of any information may result in disqualification.

8.5 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by written request of the authorized signatory on the proposer's letterhead at any time prior to the scheduled deadline for receipt of proposals. The requestor must provide appropriate identification and sign a receipt attesting to his/her withdrawal of the proposal.

8.6 GENERAL RESERVATIONS

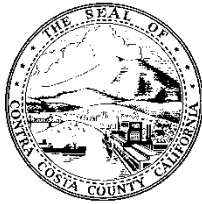
8.6.1 The EHSD/WDB reserves the right to extend the RFP submission deadline, if such action is in the best interest of the WDB. In the event that the deadline is extended, proposers have the right to revise their proposals.

8.6.2 The WDB makes no representation that any contract will be awarded to any proposer responding to this RFP.

8.6.3 The WDB reserves the right to request additional information or documentation.

8.6.4 Proposals shall be reviewed and rated as submitted. The proposer may make no changes or additions after the deadline for receipt of proposals.

8.6.5 The WDB reserves the right to verify all information in the proposal. If the information cannot be verified, and if the errors are not willful, the WDB reserves the right to reduce the rating points awarded.



8.6.6 Failed Competition -The WDB reserves the right to reject any or all proposals when they are not responsive to the specifications of this RFP. Competitive negotiation requires that at least two responsive proposals for the same scope of work and service area must be received in response to the RFP. A competition is considered failed if only one responsive proposal is received. If a competition has been declared failed, the WDB then has the option to re-compete the procurement or enter into procurement by non-competitive negotiation (sole source procurement).

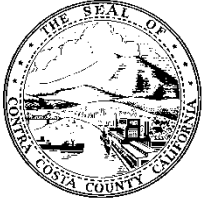
8.7 STANDING OF PROPOSER

8.7.1 The WDB will not enter into an agreement with any entity not in good standing with the California Secretary of State.

8.7.2 Organizations that have been sanctioned because of non-compliance with Single Audit Act requirements for managing grant funds will be eligible to apply however they will not be eligible to receive any funding, if awarded under the RFP process, until their sanction is removed.

8.8 STAND-IN COSTS/CASH RESERVE (CASH MATCH)

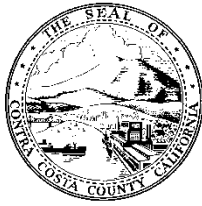
All WDB contractors are required to provide an amount equivalent to at least twenty percent (20%) of the funding allocation as identified in each agreement as stand-in costs. Stand-in costs are non-federal costs that may be substituted for disallowed grant costs where certain conditions are met.



REQUEST FOR PROPOSAL #1150

WIOA YOUTH PROGRAMS

SECTION 9. SUBCONTRACTING REQUIREMENTS

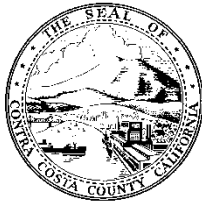


9. SUBCONTRACTING REQUIREMENTS

9.1 GENERAL CONTRACT CONDITIONS

Should your proposal be selected for funding, you will then complete contract negotiations. In order for a contract to be executed, you must meet certain requirements with the WDB. These requirements include, but are not limited to:

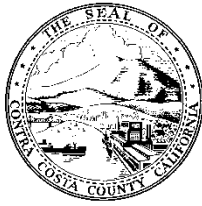
- 9.1.1** The WDB reserves the right to determine the location of youth services centers that are in the best interests of the WDB and the service needs of the local workforce area.
- 9.1.2** Contractors must be able to have the proposed program operational within 30 days of the beginning of the contract period. All contracts will be effective starting July 1, 2017.
- 9.1.3** Contractors must have current fiscal and compliance audits as required by law. Where applicable, an agency must have on file with the WDB, monitoring reports indicating the agency's ability to adequately account for funds. If findings have been identified, corrections must be made or an action plan must be approved by the WDB prior to funding. For new Service Providers a pre-award survey shall be conducted prior to funding.
- 9.1.4** All contractors must comply with the provisions of the Workforce Innovation and Opportunity Act (WIOA) and all regulations, legislation, directives, policies, procedures and amendments issued pursuant thereto.
- 9.1.5** Contractors must comply with all State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement the WIA.
- 9.1.6** Equal Employment Opportunity (EEO) Assurance: As a condition to the award of financial assistance from the WDB the grant application assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:
 - Section 180 of the Workforce Investment Act of 1998
 - Title VII of the Civil Rights Act of 1964
 - Americans with Disabilities Act (ADA) of 1990
 - Section 504 of the Rehabilitation Act of 1973
 - The Age Discrimination Act of 1975



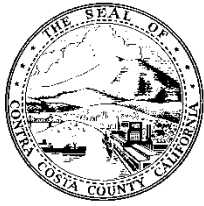
- Title IX of the Education Amendments of 1972

9.1.7 Contract Provisions from 29 CFR Part 97:

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts other than small purchases).
- Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).
- Compliance with Executive Order 11246 of September 24, 1965 entitles "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees).
- Compliance with Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and sub grants for construction or repair).
- Compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and sub grantees when required by Federal grant program legislation).
- Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and sub grantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
- Notice of awarding agency requirements and regulations pertaining to reporting.
- Notice of awarding agency requirements and regulations pertaining to patent rights with respect to and discovery or invention which arises or is developed in the course of or under such contract.



- Awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - Access by the grantee, the sub grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - Retention of all required records for three years after grantees or sub grantees make final payments and all other pending matters are closed.
 - Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub grants of amounts in excess of \$100,000).
 - Mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- 9.1.8** All contractors are ensuring, by signing the contract, that adequate and qualified staff will be dedicated to the contracted program services. This staff should have related past experience in delivering similar services.
- 9.1.9** All participants enrolled in wage-paid activities will be paid wages, which shall not be less than the highest of: (A) the minimum wage under the Fair Labor Standard Act; (B) the minimum wage under the applicable State or local minimum wage law; or (C) the prevailing rates of pay for individuals employed in similar occupation by the same employer. Participants receiving a subsidized training wage for work experience shall be paid minimum wage. Participants receiving a subsidized training wage for internships shall be paid the prevailing wage for individuals employed in similar occupation by the same employer.
- 9.1.10** No funds provided under this Act shall be used, or proposed for use, to encourage or induce the relocation of an establishment, or part thereof, that results in a loss of employment for any employee of such establishment at the original location. No funds under this Act shall be used for training, or company specific assessment of job applicants or employees, for any establishment, or



part thereof, that has relocated, until 120 days after the date on which such establishment commences operations at the new location, if the relocation resulted in a loss of employment for any employee of such establishment at the original location.

9.1.11 A participant in a program or activity authorized under Title I-B of WIA must not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee. Further, a program or activity authorized under Title I-B of WIA must not impair an existing contract for services or collective bargaining agreement. In addition, a participant in a program or activity under Title I-B of WIA may not be employed in or assigned to a job if:

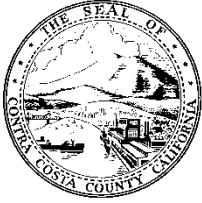
- a. Any other individual is on layoff from the same or any substantially equivalent job;
- b. The employer has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with the WIA participant; or
- c. The job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.

9.1.12 All contracts for program services are cost reimbursement contracts. These contracts provide for the reimbursement of allowable costs which have been identified and approved in the contract, and which were incurred in the operation of the program. Back-up documentation is required to justify payments made under this type of contract. Costs must be charged to the allowable cost categories. ***NOTE:** Contracts are subject to change due to local review, Federal Regulations, State guidance, or WDB policy.

9.1.13 Contractors will be required to serve at least 90% of those contracted for in order to be in contract compliance. Contract performance will be evaluated every 90 days by Workforce Development Board (WDB) staff and reported to the WDB as necessary.

9.2 CONTRACT MODIFICATIONS

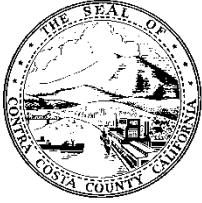
All contractors are ensuring, by signing the contract, that the negotiated price and services provided for in a contract cannot be changed without WDB approval and a modification to the contract. All requests for modification must be submitted to the WDB with written justification.



REQUEST FOR PROPOSAL #1150

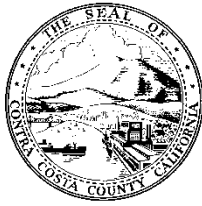
WIOA YOUTH PROGRAMS

SECTION 10. APPENDICES



10. APPENDICES

- 10.1. Appendix A: Title Page**
- 10.2. Appendix B: Terms and Conditions**
- 10.3. Appendix C: RFP Checklist**
- 10.4. Appendix D: Budget Summary Form**
- 10.5. Appendix E: Federal Sub-Recipient Award Special Conditions**
- 10.6. Appendix F: Contra Costa County General Conditions**



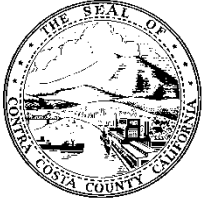
APPENDIX A: TITLE PAGE

A. Name of Organization			
B. Address of Organization & Organization website			
C. Name/Title of Contact Person(s)			
D. Phone/Fax/E-mail of Contacts			
E. Federal Tax I.D. Number			
F. Are you MBE/WBE certified?	Yes	No	Certifying Agency:
G. Proposed Program Service Delivery Area(s)/Location(s)	East/Far East County <input type="checkbox"/> West County <input type="checkbox"/> Central County <input type="checkbox"/>		
H. Number of youth to be served:			
I. Number of Partnering Organizations:		Total Funds Requested:	\$
J. Is your organization incorporated as a: <input type="checkbox"/> for-profit, <input type="checkbox"/> non-profit <input type="checkbox"/> public agency			
K. Provide a brief synopsis of the proposed program including service levels to In-School and/or Out-of-School youth. Your synopsis must be limited to this space:			

The authorized representative of the above organization certifies to the best of his/her knowledge and belief, the information supplied to the EHSD, on behalf of the Workforce Development Board of Contra Costa is true and accurate. If selected as a service provider, the organization agrees to negotiate final contracted amounts and program scope contingent upon allocations unknown at this time and further, agrees to comply with all local Workforce Development Board, state and federal policies as stated in the forthcoming contract.

Signature of Authorized Representative _____
Date

Typed Name and Title _____
Telephone and Extension



APPENDIX B: TERMS AND CONDITIONS

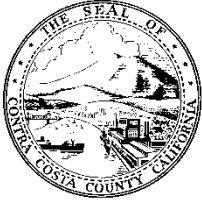
We recognize that we must meet all required Terms and Conditions as stated below. If we are unable, this proposal will be considered null and automatically rejected. The Terms and Conditions are:

1. I am authorized by my Board of Directors, Trustees, other legally qualified officer, or as the owner of this agency or business to submit this proposal.
2. We are not currently on any Federal, State of California, or local Debarment List.
3. We will provide records to show that we are fiscally solvent, as requested.
4. We have, or will have, all of the fiscal control and accounting procedures needed to ensure that WIA funds will be used as required by law and contract.
5. We have additional funding sources and will not be dependent on WIA funds alone.
6. We will meet all applicable Federal, State and local compliance requirements. These include, but are not limited to:
 - Records accurately reflect actual performance.
 - Maintaining record confidentiality, as required.
 - Reporting financial, participant and performance data, as required.
 - Complying with Federal and State non-discrimination provisions.
 - Meeting requirements of Section 504 of the *Rehabilitation Act of 1973*.
 - Meeting all applicable labor laws, including Child Labor Law standards.
7. We will not:
 - Place a youth in a position that will displace a current employee.
 - Use WIA money to assist, promote, or deter union organizing.
 - Use funds to employ or train youth or adults in sectarian activities.
 - Use funds for youth in the construction, operation, or maintenance of any part of a facility to be used for sectarian instruction or religious worship.
 - Use WIA funds for activities that would interfere with or replace regular academic requirements for eligible youth who are not dropouts.

We hereby assure that we will comply with all of the above statements in this agreement.

Authorized Signature/Title

Date



APPENDIX C: RFP CHECKLIST

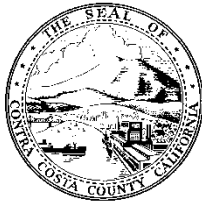
WIA YOUTH REQUEST FOR PROPOSALS 2017-2018

It is the bidder's responsibility to make sure all required elements and forms are included in the proposal. If you have any questions about the requirements, please submit your question to the Workforce Development Board to be answered at the bidder's conference and posted on our website's Q & A.

One original labeled "Original" and seven (7) copies labeled "Copy" must be submitted. Pages must be single-sided and numbered.

The following lists the order of documents that must be included in the proposal package. This may also be used as a checklist to help ensure submission of a complete RFP.

- 1 Cover Page and Contact Information Form**
- 2 Proposal Narrative & Program Design must not exceed 25 pages:**
 - A Statement of Need**
 - B Experience**
 - C Program Delivery**
 - D Program Quality**
 - E Fiscal Management and Budget Capabilities**
- 3 Numbers of Youth Proposed to Be Served**
- 4 Budget and Narrative**
- 5 Memoranda of Understanding(s) for any and all partners in a collaborative must be signed and attached.**
- 6 Terms and Conditions**
- 7 Copy of Certificate of Insurance**



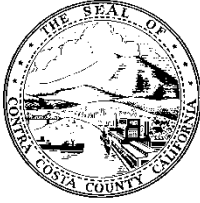
APPENDIX D: BUDGET SUMMARY FORM
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) YOUTH PROGRAM SERVICES

RFP 1150

BUDGET CATEGORY	In-School Youth	Out-of-School Youth	WIOA TOTAL	Leveraged Funds	Total
	Budget	Budget	Budget	Budget	Budget
STAFF COSTS					
Staff Salaries – Operations					
Staff Salaries - Work Experience					
Sub-Total Salaries					
Benefits					
Sub-Total Salaries & Benefits					
YOUTH WAGES/BENEFITS					
Youth Wages					
Youth Benefits					
Participant Wages/Benefits Subtotal					
OPERATIONS					
Travel					
Office Supplies					
Printing/Copying					
Communications/Postage					
Other					
Supplies Subtotal					
SERVICES					
Books, Tuition,Transportation					
Youth Support Servcies (Direct)					
Contracted Services - Designated					
Contracted Services - Other					
Other					
Services Subtotal					
Indirect Costs					
TOTAL EXPENDITURES					

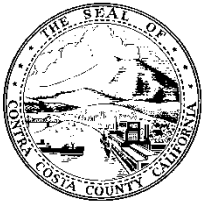
WORK-BASED LEARNING COSTS SUMMARY					
Staff Salaries and Benefits					
Youth Wages and Benefits					
Other					
Work-Based Learning Total					

Percentage



APPENDIX E: FEDERAL SUB-AWARD SPECIAL CONDITIONS

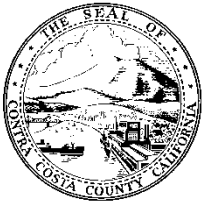
- I. The contract meets the conditions of a Federal subaward and the Contractor is subject to the Subrecipient provisions in 2 CFR 200.
- II. Definitions:
 - A. CFR means Code of Federal Regulations
 - B. CFDA means Catalog of Federal Domestic Assistance
 - C. Subrecipient -- Title 2 CFR section 200.93
Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
 - D. Subaward -- Title 2 CFR section 200.92
Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
 - E. Pass-through Entity -- Title 2 CFR section 200.74
Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.
- III. The pass-through entity is the County of Contra Costa.
- IV. The Subrecipient is _____.
- V. The Subrecipient's unique identification number is _____.
- VI. If applicable, the Federal Award Date is _____.
- VII. If applicable, the Federal Award Identification Number (FAIN) is _____.
- VIII. The Subaward Period of Performance is from _____ to _____.
- IX. The total amount of Federal Funds Obligated to the subrecipient in this Federal subaward award is: _____.
- X. The CFDA Number is _____.
- XI. The Federal Program Title is _____.
- XII. The Subrecipient's federally approved indirect cost rate agreement is incorporated by reference if the Subrecipient's budget submitted includes a federally approved indirect cost.
- XIII. The Subrecipient shall use the Federal award in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.



APPENDIX F: GENERAL CONDITIONS

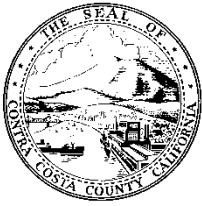
1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.



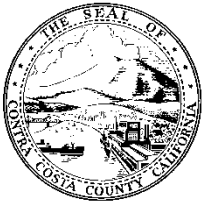
This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.
5. **Termination and Cancellation.**
 - a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
 - b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
 - c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.
6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.
7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.
8. **Modifications and Amendments.**
 - a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$100,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be



modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$100,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

- b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.
9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.
10. **Choice of Law and Personal Jurisdiction.**
 - a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
 - b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.
11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.
12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any

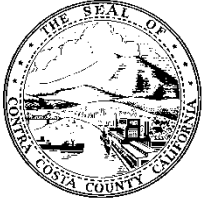


required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

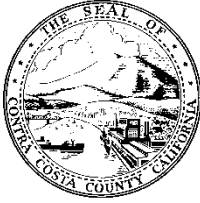
14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality.** To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

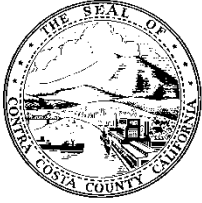


17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.
19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
- a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is



greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.

- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
 - c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
 - d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land

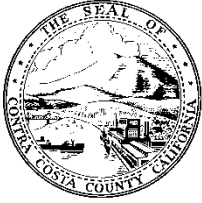


(Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.

25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.

26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.



27. **Required Audit.**

- a. If Contractor expends \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.
- b. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
- c. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office, the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.
- d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

29. **No Implied Waiver.** The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.