



Alameda County

Workforce Innovation and
Opportunity Act

America's Job Center of
California

Request for Proposal: No. CAJCC 2020

Release Date: October 20, 2020

Due Date: 4:00 pm, Monday, November 20, 2020

EQUAL OPPORTUNITY / EQUAL ACCESS
ACWDB is an equal opportunity employer. Free auxiliary
aids and services are available upon request for
individuals with disabilities.



Altamont Pass Wind Farm

Alameda County Workforce Development Board Request for Proposal Summary

The Alameda County Workforce Development Board (ACWDB) is requesting proposals for the in-person and virtual delivery of employment and training services under the Workforce Innovation and Opportunity Act (WIOA) of 2014 within the Alameda County local workforce area. Under this Request for Proposals (RFP), ACWDB seeks responses from experienced organizations with the capacity to act as the Comprehensive America's Job Center of California (AJCC) Operator, and provide Career Services to Adult and Dislocated Worker clients in the Eden Area, consisting of the cities of Hayward, Castro Valley, San Leandro, San Lorenzo and the unincorporated areas of Ashland and Cherryland. The Comprehensive AJCC is located in the Eden Area Multi-Service Center at 24100 Amador Street, 3rd Floor, Hayward, CA. Eligible applicants are organizations with experience providing employment and training services to adults and dislocated workers. Delivery of services must be available in-person and virtually, as appropriate.

ACWDB is also seeking responses to a separate RFP for provision for a Career Services Collaborative for the remainder of the ACWDB's Local Workforce Development Area (Local Area). Applicants may submit a response to only one of the WIOA RFPs being issued for Adult and Dislocated Worker services for 2020.

The ACWDB anticipates up to **\$700,000** will be available from Workforce Innovation and Opportunity Act (WIOA) Adult and Dislocated Worker funds for the initial funding period of July 1, 2021 through June 30, 2022. Contracts may be renewed for three additional program years, contingent upon contract performance and availability of funds. Funding amounts included in this RFP are estimates only and are subject to federal, state, and local budgetary decisions. All funding under this RFP is contingent upon ACWDB's receipt of WIOA funds.

ACWDB reserves the right to make unilateral modifications to this RFP to address changes at the federal, state or local level. All questions should be directed to David Dias, Career Center Coordinator, at david.dias@acgov.org, (510) 780-8768.

This RFP is available on the [ACWDB website](#).

ALAMEDA COUNTY WORKFORCE DEVELOPMENT BOARD

REQUEST FOR PROPOSAL SPECIFICATIONS, TERMS & CONDITIONS

For

Comprehensive America’s Job Center of California (AJCC) Operator and Career Services Provider
for Adult and Dislocated Worker Programs

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ALAMEDA COUNTY WORKFORCE DEVELOPMENT BOARD

**REQUEST FOR PROPOSAL
SPECIFICATIONS, TERMS & CONDITIONS**

For

**Comprehensive America’s Job Center of California (AJCC) Operator and
Career Services Provider**

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ATTACHMENT 1 - RFP NO. CAJCC 2020 Response Package

- Bid Acknowledgement (Exhibit A)
- Bid Form (Exhibit B)
- Current References (Exhibit D-1)
- First Source Agreement (Exhibit H)
- Exceptions, Clarifications, Amendments: Contractor Space Usage (Exhibit I)
- Debarment and Suspension Certification (Exhibit N)
- Response Content and Submittal Complete Checklist

ATTACHMENT 2

- 2A - Standard Services Agreement Template
- 2B - Statement of Work
- 2C - Budget
- 2D - Minimum Insurance Requirements
- 2E - Audit
- 2F - Exhibit E-This Page Intentionally Omitted
- 2G - General Conditions/Special Conditions-WIOA
- 2H - Certification Regarding Lobbying
- 2I – The Iran Contracting Act (ICA) of 2010

Attachment A – This Page Intentionally Omitted

Attachment B - Language Access Requirements

I. OVERVIEW OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

The Workforce Innovation and Opportunity Act (WIOA) of 2014 is designed to help job seekers access employment, education, training, and support services to succeed in the labor market, as well as to match employers with the skilled workers they need to compete in the global economy. The workforce system is designed to be customer-focused on meeting both the needs of businesses for skilled workers, and in assisting individuals in easily accessing information and services needed to begin and manage their careers.

The Alameda County Workforce Development Board (ACWDB) is charged with developing and maintaining a workforce development system under the WIOA in the local workforce area. The Alameda County Local Workforce Development Area (Local Area) includes all of Alameda County outside the city of Oakland. In addition to legislated responsibilities under the WIOA, ACWDB plays a major role in a variety of key state, local and regional initiatives.

For reference and information on WIOA and other resources including the ACWDB's strategic local plan the following websites may be helpful.

Workforce Innovation and Opportunity Act Info <http://www.doleta.gov>
California WIOA http://www.edd.ca.gov/jobs_and_training/workforce
Employment Development Dept <http://www.edd.ca.gov/>
EASTBAY Works <http://www.eastbayworks.com/>
Alameda County WDB <http://www.acwdb.org>

II. STATEMENT OF WORK

A. INTENT

It is the intent of these specifications, terms, and conditions to describe the services and strategies solicited under this Request for Proposal (RFP). Only one applicant will be awarded funding as the Operator of the Comprehensive America's Job Center of California (AJCC) and WIOA Career Services Provider. Additionally, the applicant awarded funds through this RFP will not be awarded funds under the separate RFP for Career Services Collaborative in the remaining region of ACWDB's Local Area.

Awards will be for a 12-month contract period (with option to renew for three additional years contingent upon availability of funds and contract performance) to the successful bidder whose response conforms most closely to this RFP and meets the Alameda County contracting requirements.

B. AVAILABLE FUNDING AND PERFORMANCE PERIOD

ACWDB anticipates that up to \$700,000 in WIOA funding will be available for a 12-month contract period. Contingent upon ACWDB's annual WIOA Title 1 Formula funding allocations, the contract period is anticipated to begin July 2, 2021 and end on July 31, 2022. The contract may be renewed for up to three additional years, based on several factors, including, but not limited to contract performance measures, available WIOA funding and geographic distribution.

The successful bidder will be responsible for providing Comprehensive AJCC Operator and WIOA Career Services in the Eden Area, consisting of the cities of Hayward, Castro Valley, San Leandro, San Lorenzo and the unincorporated areas of Ashland and Cherryland. The Comprehensive AJCC is located in the Eden Area Multi-Service Center at 24100 Amador Street, 3rd Floor, Hayward, CA. providing WIOA Career Services to eligible Adult and Dislocated Workers.

C. SCOPE AND BACKGROUND

The WIOA vision for the publicly funded workforce system is quality-focused, employer-driven, customer-centered, and tailored to meet the needs of regional economies. It is designed to increase access to and opportunities for job seekers to succeed in the labor force, particularly those with barriers to employment, and also aims to meet the needs of local and regional employers.

WIOA is designed to facilitate access to occupational training and career services to meet the demand of employers, by ensuring that job seekers are connected to quality career education, training services, and employment placement within high-growth industries. WIOA supports the workforce system by equipping job seekers to meet the needs of businesses through the one-stop career center service delivery system, branded in the state as America's Job Centers of California (AJCC). The AJCC includes partner agencies in core WIOA programs. Under WIOA, AJCC and their partners:

- Provide job seekers with the skills and credentials needed for employment within in-demand industries and occupations aligned with sustainable wages;
- Provide access to all job seekers, including WIOA priority populations and individuals with barriers to employment;
- Provide in-person and virtual services including, workshops, case management and networking opportunities with employers;
- Enable businesses and employers to easily identify and hire skilled WIOA participants and provide access to other supports, including education and training for their current workforce;

- Participate in rigorous evaluations that support continuous improvement of service delivery; and ensure that WIOA program and policy decisions are data-driven and informed.
- Actively engage core and community partners in service coordination, co-enrollments, and workforce strategy development.

The ACWDB seeks an applicant to act as the AJCC Operator for the Comprehensive AJCC and to provide WIOA Career Services in the Eden Area (Hayward, San Leandro, San Lorenzo, and adjacent unincorporated areas) of the Local Area.

1. **COMPREHENSIVE AJCC OPERATOR**

The Comprehensive AJCC Operator may be a public or private entity, or consortium of entities, of demonstrated effectiveness, which may include: a postsecondary educational institution; an employment service agency established under the Wagner-Peyser Act, on behalf of the local office of the agency; a private nonprofit organization (including a community-based organization); a private for-profit entity; a government agency; and another interested organization or entity, which may include a local chamber of commerce or other business industry organization. The only exception is that elementary schools and secondary schools shall not be eligible for designation or certification as AJCC operators, except that nontraditional public secondary schools and area vocational education schools shall be eligible for such designation or certification (*WIOA Sec. 121(d)(2)(B)*). In the case of a consortium of entities applying, one agency must be designated as the fiscal agent of the operator and bear all financial and legal responsibility of the service contract.

At a minimum, the role of the Comprehensive AJCC Operator includes the following:

- Coordinating the service delivery of required AJCC partners and service providers;
- Ensuring the implementation of partner responsibilities and contributions agreed upon in Memorandums of Understanding – Between the ACWDB and WIOA mandated AJCC Partners;
- Meeting all regulatory requirements to be considered a comprehensive AJCC as identified in the WIOA Joint Final Rule Section 678.305;
- Ensuring equal opportunity for individuals with disabilities in accordance with the ADA and WIOA Section 188, and all other applicable federal and state guidance;
- Meeting requirements of AJCC certification process and ensuring continuous improvement to meet the needs of job seekers;

- Providing the networking and organizational infrastructure needed to ensure that WIOA services are client-centered;
- Providing access to WIOA funded services throughout the community; taking the services to the clients rather than have clients come to a single location to avail themselves of services;
- Using technology to connect service providers and job seekers and employers.

Respondents must describe how they will ensure that these services are provided:

- a. **Alignment with ACWDB Regional and Local Plans.** The California State Workforce Development Board (CWDB) requires Local Workforce Development Boards (LWDBs) to develop initial four-year Regional and Local strategic plans, and then modify both plans mid-point thereafter. To date, LWDBs have completed a full cycle of regional and local planning since the passage of WIOA in 2014. LWDBs will embark on a new four-year cycle in the fall of 2020. The AJCC Operator will be required to align workforce development activities with strategies articulated in Regional and Local Plans. Current Regional and Local Plans can be found at: https://www.acwdb.org/department_reports.page?
- b. **WIOA Required Partner Service Delivery.** The Comprehensive AJCC must, at a minimum, include the following federally required partners:
 - **WIOA Title I Adult and Dislocated Worker Programs;**
 - **WIOA II Adult Literacy:** Adult education and literacy activities authorized under title II;
 - **WIOA Title III Wagner-Peyser:** Programs authorized under the Wagner-Peyser Act;
 - **WIOA Title IV Vocational Rehabilitation:** Programs authorized under title I of the Rehabilitation Act of 1973;
 - **Carl D. Perkins Postsecondary:** Postsecondary vocational education activities authorized under the Carl D. Perkins Vocational and Applied Technology Education Act;
 - **Title V Older Worker:** Activities authorized under title V of the Older Americans Act of 1965;
 - **Job Corps:** Programs authorized under the National and Community Service Act of 1990;
 - **Native American Programs;**
 - **Veterans Services;**
 - **Trade Adjustment Assistance;**
 - **Community Services Block Grant:** Employment and training activities carried out under the Community Services Block Grant Act;
 - **HUD Employment & Training:** Employment and training activities

carried out by the Department of Housing and Urban Development.

State-mandated partners/categories include:

- **Temporary Aid to Needy Families (TANF)** programs including California Work Opportunity and Responsibility to Kids (CalWORKS) programs, Food Stamp and Social Security programs; and
- Programs that promote local **economic development**, such as the city economic development departments, local chamber of commerce, business associations, etc.

Additional partners/categories that are not required participants may include any governmental, community-based or private industry partner that would further the goals and objectives of the one-stop system or any community employment initiatives and are reflective of Alameda County's demographic and larger communities.

- c. **Memorandum of Understanding.** The Comprehensive AJCC Operator shall establish the relationships among collocated and non-collocated partners to ensure customer access to all services provided by these partners. The WIOA Memorandum of Understanding (MOU) shall include, but is not limited to the following provisions describing:

- The services to be provided through the Comprehensive AJCC;
- Methods for referral of individuals between the Comprehensive AJCC Operator and the partners, for the appropriate services and activities; and
- The duration of the MOU and the procedures for amending the MOU.

Each required partner must enter a MOU with the ACWDB and the Comprehensive AJCC, as outlined in 20 CFR 662 Sub-Part C. Co-location and resource sharing are an essential part of the Comprehensive AJCC model. The Comprehensive AJCC is expected to have many of the required partners located at the AJCC on a full or part-time basis. Currently, the co-located partners are Title V for Older Americans Act and TANF through Alameda County Social Services Agency. The WIOA regulations require that each partner must contribute a fair share of operating costs of the Comprehensive AJCC delivery system proportionate to the use of the system by individuals attributable to the partner's program.

- d. **AJCC Center Operations.** Services available directly at the AJCC are universal and available to all customers *with no eligibility requirements*. However, WIOA funded services, identified as Basic Services and Individualized Services, including training, are available to Adults and

Dislocated Workers who have been determined to be WIOA eligible. While the services for Adults and Dislocated Workers may be the same, there are separate funding streams under WIOA for Adults and Dislocated Workers. The Comprehensive AJCC will be funded by both sources.

Regular hours of operation for the site are Monday-Friday from 9am-5pm. The Comprehensive AJCC may be closed on applicable city, state, and federal holidays. The successful bidder should be aware that some services may require non-traditional hours.

The AJCC will also have the capacity to deliver virtual services as need to Adult and Dislocated Workers in accordance with COVID-19 shelter in place restrictions. Virtual services will include, but not be limited to the following:

- Client case management
- WIOA orientation
- Workshops (resume, interview skills, networking, etc.)
- Networking opportunities and virtual job fairs
- Wrap-around supportive services

2. **WIOA CAREER SERVICES FOR ADULTS AND DISCLOCATED WORKERS**

WIOA Career Services are designed to meet the demand for consistent, high-quality education, employment, and training services. Respondents must describe how they will ensure that these services are provided:

- a. **Universal Basic Career Services.** Basic career services are universally accessible and available to all individuals seeking employment and training services in the SWN service area. Generally, these services require less staff time and attention and include services such as: eligibility determinations, initial skill assessments, labor exchange services, provision of information on programs and services, and program referrals.
- b. **Outreach & Recruitment.** Outreach and recruitment activities will be aimed at informing the public at large, local communities, job seekers, employers, and partner organizations about services available through the SWN and the larger workforce system in Alameda County. Outreach and recruitment efforts must be targeted and accessible to ACWDB priority populations.
- c. **Eligibility & Enrollment.** The successful respondent will determine participant eligibility for WIOA Adult and WIOA Dislocated Worker programs, in accordance with federal, state and local eligibility requirement and guidelines. All required

eligibility documentation must be completed and received prior to participant enrollment into WIOA programs.

- d. **Individualized Career Services.** Individualized Career Services must be provided to all enrolled WIOA Adult and WIOA Dislocated Worker participants. Generally, these services involve significant staff time and customization to each individual's need. Individualized career services include services such as: specialized assessments, developing an individual employment plan, counseling, work experiences (including transitional jobs), etc.
- e. **Objective Assessment.** All participants enrolled in WIOA Adult and WIOA Dislocated Worker programs must receive a comprehensive, specialized assessment of skill levels and service needs of a participant. The assessment may include diagnostic testing or other assessment tools, and in-depth interviews and evaluation to identify employment barriers and appropriate employment goals.
- f. **Individual Employment Plan.** Each WIOA program participant must have an Individual Employment Plan (IEP) to identify the participant's employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to be able to achieve his/her employment goals, including providing information on eligible providers of training services and career pathways to attain career objectives.
- g. **Case Management.** Comprehensive case management services must be provided to WIOA program participants throughout their enrollment in WIOA program activities. Case management services may include:
- h. **Participant-related Payments.** Supportive services and other participant-related payments must be available to enrolled WIOA program participants who are unable to obtain supportive services through other funding sources. WIOA supportive services are limited to transportation, work-related clothing, safety items, and required documentation.
- i. **Training Services.** Training services for WIOA Adult and WIOA Dislocated Worker program participants as part of the participant's IEP and refer participants to appropriate training services. The selection of training services, including ITAs and OJTs, must be conducted in a manner that maximizes customer choice, is linked to in-demand occupations, is informed by the performance of relevant training providers, and is coordinated to the extent possible with other sources of assistance.
- j. **Job Development & Job Referral.** Contractor will provide supply-side (job seeker) services and activities that address the hiring

needs of employers. Supply-side services and activities will be provided in accordance with the ACWDB ISOF criteria.

- k. **Follow-up Services.** Follow-up services must be provided for WIOA Adult and WIOA Dislocated Worker participants who are placed in unsubsidized employment, for up to 12 months after the first day of employment. Follow-up services do not extend the date of exit in performance reporting.
- l. **Participant Case Files.** Complete physical case files and electronic case files must be maintained for each WIOA program participant in accordance with ACWDB requirements. Case files will be stored securely and in full compliance with EEO, confidentiality, and other applicable rules and regulations.

3. WIOA PARTICIPANT ELIGIBILITY

An Adult applicant must have a valid Social Security Number and be:

- a. U.S. born or naturalized citizen; or authorized by USCIS as eligible to accept employment in the U.S.;
- b. Eighteen years old or older; and
- c. Able to demonstrate their residence or employment within the Alameda County Local Area;
- d. A male applicant born after December 31, 1959, must be registered with Selective Service OR be able to prove, through documentation, his "EXEMPT" status as defined in the Military Selective Service Act.

A Dislocated Worker is a person who meets all the Adult criteria, AND:

CATEGORY 1:

- Has been terminated or laid off, or who has received a notice of termination or layoff, from employment; and
- Is eligible for, or has exhausted, entitlement to Unemployment Insurance (UI) (exceptions granted for individual who would be eligible for UI but have insufficient wages or have worked for an employer not covered by UI); and
- Is unlikely to return to his/her previous industry or occupation

CATEGORY 2:

- Has been terminated or laid off, or has received a notice of termination or layoff that will occur within 180 days, as a result of any permanent closure of, or any substantial layoff at, a plant, facility, or enterprise;

CATEGORY 3:

- Is self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters;

CATEGORY 4:

- Is a displaced homemaker, that is, an individual who has been providing unpaid services to family members in the home and who has been dependent on the income of another family member but is no longer supported by that income; and is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment; or

CATEGORY 5:

- Is a recently separated military veteran; or the spouse of a military veteran who is displaced due to the relocation of the military spouse.

4. POPULATIONS SERVED

Bidders are required to research the communities in the region to demonstrate knowledge of local demographic and labor market information. This includes, but is not limited to, demographic variables such as income levels, employment status, culture, language spoken, educational level, ethnicity, and other factors such as homelessness and offender status. The ACWDB is interested in providing services to all population groups in the Local Area, however, with limited resources the ACWDB places an emphasis on those job seekers who have multiple barriers to employment. Populations with priority for services include, but are not limited to:

- **Veterans and spouses of veterans**
- **Public assistance recipients or people who are otherwise low income**
- **Individuals with disabilities**
- **Re-entry population**
- **Individuals impacted by COVID-19**

D. COORDINATION OF SERVICES

The ACWDB undertakes efforts to support an integrated workforce system that is flexible, seamless, and responsive to the needs of both job seekers and employers. The mission of the ACWDB is to provide employers and job seekers with universal access to

tools, resources, and services that assists them with obtaining employment and business goals.

In order to advance the goals articulated in the East Bay Regional Plan and ACWDB's Local Plan, the Comprehensive AJCC will work collaboratively with the WIOA- funded Career Services Collaborative, providing career services in the Local Area, and with the ACWDB Youth Services providers, as well as the ACWDB Business Services Unit, to promote an integrated workforce system. The AJCC will also work collaboratively with adult schools, community colleges, and other higher education partners, employers, and community-based organizations in their efforts to increase capacity in providing access to training and career education.

The Comprehensive AJCC will have a lead role in the community to ensure coordination of an integrated workforce system. The Comprehensive AJCC will coordinate with designated providers involved with ACWDB's special dislocated worker projects and/or any other discretionary grants that are administered by the ACWDB from time-to-time. The Comprehensive AJCC and partner agencies are expected to be flexible and responsive to the changes in the workforce and adapt services as needed, including virtual services and accommodations as they relate to the COVID-19 pandemic.

E. EASTBAY Works

The ACWDB is an active member of *EASTBAY Works*, a regional partnership and collaboration among the Workforce Development Boards (WDB) of Alameda County, Contra Costa County, and the cities of Oakland and Richmond. Through joint regional projects in the East Bay Regional Planning Unit, AJCCs will be required to provide on-ramps to high growth regional industries articulated in the regional plan.

EASTBAY Works consists of over 100 partners in Contra Costa and Alameda Counties. It is expected that many of the issues surrounding the operation of the AJCC and of providing career services will be addressed at a regional level since employers and job seekers do not recognize the political boundaries of the service areas. Many partners also cross over the geographic areas and work together in more than one Career Services Provider. *EASTBAY Works* recognizes the value of having regional activities and regional services standards. The successful bidder will participate on the regional level including attending committee meetings, using the regional systems, policies, and software while working together on regional goals.

EASTBAY Works provides the following support for the ACWDB funded service providers:

1. *EASTBAY Works* website which includes an online Career Service Provider event calendar of meetings that staff are required to attend.
2. HOTJOBS email service.

3. Professional Development for Career Services Provider Site Manager and staff (as available)
4. Networking for:
 - a. Employer services
 - b. Site managers
 - c. Career and job counselors

F. LEVERAGING RESOURCES

Funds available under this RFP are to be used to leverage additional resources to support the ACWDB funded workforce efforts. **WIOA Title I funds are not intended to be the sole source of funding for the activities of the AJCC or for the networked career services providers.** Services funded through the WIOA are not sufficient to offer a complete range of services to job seekers. To efficiently use Title I WIOA funding and deliver services within the geographical region, it is necessary to leverage a wide-range of public and private resources. Bidders' must demonstrate matching resources of **25%** or more from any variety of funding sources. These matching resources must directly support the proposed program activities and must be documented with a Letter of Commitment.

Matching resources can support a budget item if it supports program activities. Matching resources are defined as a contribution of non-WIOA funds made available to the bidders' to be used specifically for program activities

The WIOA funds awarded through this proposal may not be used to pay for WIOA defined administrative cost. See Part IV-G for the detailed definition.

G. INDUSTRY SECTOR AND OCCUPATIONAL FRAMEWORK (ISOF)

The Comprehensive AJCC will provide programs and services within a sector framework. Job seekers will receive relevant certificates, degrees, and appropriate services to meet the needs of the priority industry sectors. Sector-based strategies must result in industry-recognized certificates or credentials. Skills training may include classroom/cohort training, apprenticeships, and On-the-Job Training (OJT) which are effective and responsive to meet the demands of the regional economy that affects the talent of the local labor pool.

Industry sector-based strategies align industry relevant education with the specific workforce needs of employers to produce workers that possess skills and credentials that ensure they can secure and retain employment. Sector strategies offer a mechanism to focus scarce resources on employers in the Local Area facing skill and talent gaps, as well as to concentrate comprehensively on the workforce skills lacking in the regional economy.

As a result of local and state strategic planning measures and with the recommendation of its Systems and Strategies Committee, the ACWDB adopted an Industry Sector and Occupational Framework (ISOF) for the Alameda County Local Area. The ISOF is a three-tiered hierarchal model that highlights growth and presence of industries and occupations in Alameda County over the next five years and includes occupational wage criterion. The ACWDB has adopted a policy related to the ISOF, one of which requires contracted service providers to use the ISOF as a tool to direct and guide workforce development activities. More information about ISOF can be found at: [http://alamedasocialservices.org/acwib/info-research/documents/display.cfm?folder=documents&filename=AB_99 - Industry Sector and Occupational Framework.pdf](http://alamedasocialservices.org/acwib/info-research/documents/display.cfm?folder=documents&filename=AB_99_-_Industry_Sector_and_Occupational_Framework.pdf)

H. PERFORMANCE MANAGEMENT

The Comprehensive AJCC Operator will work closely with the ACWDB to achieve federal, state, and local performance goals and attain the prescribed standards for the delivery of services. ACWDB **current** Local Area Performance Measures and goals are found in the chart below and serve as a reference for PY 2021-22. Performance Measure and Goals may be modified to remain in compliance with federal, state, and local requirements.

The Comprehensive AJCC will also be required to provide reports that reflect the numbers of universal clients served as well as the numbers and types of services they use.

Standards will be developed in the future for Measurable Skills Gains as a performance goal. They will address the five areas of:

- Education functional level increase;
- Secondary school diploma attainment;
- Documentation of progress through transcript or report card;
- Meeting training milestone;
- Increase in skills preparation measured through training or trade related benchmarks.

I. DEBARMENT/SUSPENSION POLICY

In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each bidder will be screened at the time of RFP response to ensure bidder, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549. The County will verify bidder, its principal and their named subcontractors are not on The Federal Debarred List, suspended or otherwise excluded

list of vendors located at www.sam.gov; and bidders' are to complete a Debarment and Suspension Certification form, Exhibit N attached, certifying bidder, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government.

J. DELIVERABLES/REPORTS

The successful bidder is required to use an online data management system to record and track client activities and program services. Reports generated from this system will be utilized to determine program performance by the ACWDB and the State of California. Knowledge of the system, accuracy and timely entry of information are critical. System training will be facilitated through the ACWDB, but it is the contractor's responsibility to ensure on-going staff expertise and cooperation.

In addition, the successful bidder may be asked to provide additional documentation or information not accessible through the online data management system to evaluate performance outcomes, as well as program strengths and weaknesses.

III. INSTRUCTIONS TO BIDDERS

A. COUNTY CONTACTS

ACWDB is managing the competitive process for this project. All contact during the competitive process is to be through ACWDB only.

The evaluation phase of the competitive process shall begin upon receipt of proposals and continue until a contract has been awarded. Bidder's shall not contact or lobby evaluators during the evaluation process. Attempts by bidders' to contact evaluators may result in disqualification of bidder.

All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail by 5:00 p.m. on October 29, 2020 to:

David Dias, Career Center Coordinator
Alameda County Workforce Development Board
24100 Amador Street, 6th Floor
Hayward, CA 34544
E-Mail: david.dias@acgov.org

The ACWDB and GSA websites will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. **Go to www.acwdb.org and/or General Services Administration website: http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp**

It is the responsibility of each bidder to be familiar with all the specifications, terms and conditions and the site condition. By the submission of a bid, the bidder certifies that if awarded a contract they will make no claim against the ACWDB based upon ignorance of conditions or misunderstanding of the specifications.

B. CALENDAR OF EVENTS

<u>Event</u>	<u>Date/Location</u>
RFP Released to the Public	October 20, 2020
Networking/Bidders’ Conferences (virtual)	October 28, 2020 2:00 pm. – 3:00 p.m. Must register in advance: https://zoom.us/meeting/register/tJ0ucOirqT4pGNcfO90PergfipoAlggyJ7d6
Written Questions Due	October 29, 2020 by 5:00 p.m. david.dias@acgov.org
Addendum Posted	November 5, 2020
Bid Proposals Due	Friday, November 20, 2020 by 4:00 p.m.
Evaluation Period	November 17 – December 21, 2020
Funding Recommendations presented to the ACWDB Systems and Strategies Committee	February 8, 2021/February 17, 2021
ACWDB Approval	March 11, 2021
Board of Supervisors Approval	May 18, 2021
Contract Start Date	July 1, 2021

Note: Dates are subject to change.

C. REQUESTING AN RFP PACKET

To request an RFP packet (either hard copy or by e-mail), please contact:

David Dias
(510) 780-8768
david.dias@acgov.org

Please include your name, organization, address, phone, and e-mail address when requesting a copy of the RFP either in hard copy or e-mail form. Also, specify the name of the RFP you are requesting.

D. BIDDERS' CONFERENCE

Virtual Bidders' Conferences will be held to:

- Provide an opportunity for bidders to ask specific questions about the project and request RFP clarification.
- Provide ACWDB with an opportunity to receive feedback regarding the project and RFP.

All questions will be addressed, and the list of attendees will be included in an RFP Addendum following the networking/bidders' conference in accordance with the Calendar of Events.

Attendance at the Virtual Bidders' Conference is not mandatory but is **highly encouraged**. Vendors who attend the bidders' conference will be added to the Vendor Bid List and made available by the Addendum Posted date of November 5, 2020 as stated in Section B: Calendar of Events.

E. SUBMITTAL OF BIDS

1. All bids must be saved as a pdf and received by email no later than 4:00 p.m. on November 20, 2020 as specified in the Calendar of Events.

NOTE: LATE BIDS CANNOT BE ACCEPTED.

2. Bidders' are to submit one (1) original hard copy bid, signed with **BLUE ink**, at a later date. The original proposal is to be clearly marked, printed on plain white paper, and must be either loose leaf or in a 3-ring binder (**NOT** bound). Bids are to be mailed to:

David Dias, Career Center Coordinator
Alameda County Workforce Development Board
24100 Amador Street, 6th Floor, Room 610c
Hayward, CA 94544

Bidder agrees and acknowledges all RFP specifications, terms and conditions and indicates ability to perform by submission of its bid.

Submitted bids shall be valid for a minimum period of 12 months.

All costs required for the preparation and submission of a bid shall be borne by the bidder.

Only one bid response will be accepted from any one person, partnership, corporation, consortium or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state’s Corporations Code or an equivalent statute.

Proprietary or Confidential Information: No part of any bid response is to be marked as confidential or proprietary. ACWDB may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFP may be subject to public disclosure. ACWDB shall not be liable in any way for disclosure of any such records. Additionally, all bid responses shall become the property of ACWDB. ACWDB reserves the right to make use of any information or ideas contained in submitted bid responses. This provision is not intended to require the disclosure of records that are exempt from disclosure under the California Public Records Act (Government Code Section 6250, *et seq.*) or of “trade secrets” protected by the Uniform Trade Secrets Act (Civil Code Section 3426, *et seq.*).

F. RESPONSE FORMAT

1. The proposal must meet the deadline for submittal, i.e., no later than 4:00 p.m., Friday, November 20, 2020. **No late proposals will be accepted.**
2. One (1) emailed original pdf, signed in blue ink, must be submitted by email to David Dias, david.dias@acgov.org on the due date and time. The copy must have original signatures. The proposal must be formatted as follows:
 - 12-point font
 - Single spaced
 - Single sided
 - 1-inch margins
 - All pages numbered sequentially
 - Header on each page with the funding strategy: Career Services Collaborative Adult and Dislocated Worker Career Services Provider.
3. **Include with the submitted email pdf, a hardcopy of the proposal by a later date.**
4. The proposal must comply with the provisions of the RFP and all its instructions.
5. Bid responses are to be straightforward, clear, concise, and specific to the information requested.

6. For bids to be considered complete, bidder must provide all information requested. See Exhibit M, Response Content and Submittals Completeness Checklist.
7. The proposal budget must reflect actual costs. The costs that will be covered for funding are those associated with providing program services.
8. The proposal must contain accurate and complete information as requested in this proposal. ACWDB reserves the right to disqualify any proposal that contains inaccurate information.
9. Proposals will be reviewed as initially submitted. No changes, additions, or re-submissions will be accepted after the initial deadline for submission.
10. ACWDB reserves the right to withdraw a contract-funding award if it is determined that the award was based on false information provided by the proposer.

G. PROPOSAL REVIEW AND GRANT AWARD PROCESS OVERVIEW

The evaluation and scoring of proposals and recommendation of providers for the Comprehensive AJCC Operator and Career Services Provider RFP will consist of several phases:

1. A preliminary review will be conducted by ACWDB staff to ensure that each proposal meets the minimum qualifications for proposal acceptance.
2. For proposals that meet the minimum qualifications, evaluation and scoring of each proposal will be conducted by an outside Review Panel according to the criteria listed in Section III.H, Evaluation and Scoring.
3. Bidder proposals that meet the minimum qualifications, evaluation and scoring may be invited to be interviewed by the Review Panel in addition to the final scoring.
4. Upon completion of the proposal review process, recommendations for selecting providers will be strictly based on the aggregate scores of the Review Panel. These recommendations will be presented to the ACWDB Systems and Strategies Committee for approval. A notice of planned action is sent to the bidders. Bidders' have the right to address the Systems and Strategies Committee at the public meeting when these recommendations are presented.
5. The final provider selection and funding allocation recommendations from Systems and Strategies Committee will then be submitted to the ACWDB for

approval. A Notice of Intent is sent to bidders. Bidders have the right to address the ACWDB at the public meeting, for three minutes when these recommendations are presented.

6. Authority to execute contracts will be given by the Alameda County Board of Supervisors following contractor selection by the ACWDB. Funding will be contingent on state and federal policies.

If no more than one proposal is received in response to this solicitation, the County reserves the right to classify this procurement as a failed competition and reissue the RFP or enter into sole source agreements to ensure service delivery. Funding decisions are the sole responsibility and at the sole discretion of the ACWDB. Any formal appeal of funding decisions must be in accordance with Section III. K (Bid Protest/Appeals Process) of this RFP document.

H. **EVALUATION AND SCORING**

Each proposal will be evaluated and scored on the information contained in the proposals directly responding to the proposal questions. Information may be disputed or confirmed by staff through follow-up site-visits and consultations with provided references. Additionally, each applicant may have the opportunity to attend an interview with the review panel to answer any questions the panel has regarding their proposal.

A proposal evaluation system, which includes a point system for rating each proposal submitted, will be used to review all proposals that meet minimum qualifications. This system will ensure uniformity in evaluating proposals and will identify the rationale for approval or disapproval. Each proposal will be given a score between zero and 100. A PROPOSAL MUST SCORE A MINIMUM OF 75 POINTS TO BE CONSIDERED FOR FUNDING.

Bidders' should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the requirements as set forth in this RFP.

Bidders' are advised that in the evaluation of cost it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.

As a result of this RFP, ACWDB intends to award a contract to the responsible bidder whose response conforms to the RFP and whose bid presents the ***greatest value to*** ACWDB, all evaluation criteria considered. The combined score of the evaluation criteria is greater in importance than cost in determining the greatest value to the County. The goal is to award a contract to the bidder that proposes the best quality as determined by the evaluation criteria. ACWDB may award a contract of higher qualitative competence over the lowest priced response.

The basic information that each section should contain is specified below, these specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed. However, other criteria may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the goods and/or services being solicited.

Each of the following Evaluation Criteria below will be used in ranking and determining the quality of bidders' proposals. Proposals will be evaluated and scored according to each Evaluation Criteria. The scores for all the Evaluation Criteria will then be added together to arrive at a total score for each proposal. A proposal with a high total will be deemed of higher quality than a proposal with a lesser total. The final maximum score for any project is one hundred (100) points. The Evaluation Criteria and their respective scores are as follows:

	Evaluation Criteria	Score
A	<p>Completeness of Response: Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.</p> <p>Responses that are rated a Fail and are not considered and may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.</p>	Pass/Fail
B	<p>Debarment and Suspension: Bidders, its principal and named subcontractors are not identified on the list of Federally debarred, suspended, or other excluded parties located at www.sam.gov</p>	Pass/Fail
C	<p>References/Previous Contract Experience: References for similar projects have been provided, and the County was able to speak with a <i>minimum of two (2) references in order to verify</i></p>	Pass/Fail
D	<p>Statement of Need: 1. Overview of Current Economy and Workforce -Demonstrate clearly and fully the need for the WIOA Title I investment by describing the economy and workforce needs</p>	15 Points
E	<p>Management and Organizational Capacity: 1. Staff Capacity - Demonstrate staffing patterns and qualifications will properly manage the program</p>	5 Points

	2. Fiscal, Administrative and Performance Management Capacity - Demonstrate the capacity to administer WIOA Title I funds	5 Points
	3. Applicant's Experience - Demonstrate experience leading or participating in comprehensive partnerships and partners experience in implementing career services, training, education, and job placement initiatives	5 Points
F	Strategy and Work Plan	
	1. Addressing Conditions described in the Statement of Need, targeted industries and occupations - Demonstrate a clear strategy and implementation plan	10 Points
	2. Roles and level of commitment of partners - Demonstrate the breadth and depth of partners' commitment to the proposed service delivery strategy	15 Points
	3. Proposed Recruitment, Training, Placement, and Retention Strategies - Demonstrate a comprehensive outreach and recruitment strategy	10 Points
	4. Work Plan - Demonstrate a comprehensive work plan that includes startup, recruitment, training, placement, and retention	15 Points
G	Outcomes and Deliverables	
	1. Projected Performance Outcomes - Provide outcome projections and demonstrate the capacity to collect participant-level data and aggregate outcomes	10 Points
	2. Appropriateness and Feasibility, Degrees or Certificate Resulting from Training, and Deliverables - Demonstrate the appropriateness and feasibility of projected outcomes	10 Points
	Total	100 Points

EXAMPLE – REVIEW COMMITTEE RATING FORM

SECTION 1: Minimum Bidder Requirements

- The RFP Proposal is complete. [] yes/pass [] no/fail
- Debarment & Suspension Certification*: [] yes/pass [] no/fail
- References: [] yes/pass [] no/fail

*Bidder's, its principle and named subcontractors are not identified on the list of federally debarred, suspended or other excluded parties located at www.sam.gov and have submitted Debarment & Suspension Form.

SECTION 2: Rating Elements

STATEMENT OF NEED: <i>"Does the proposal...</i>	Total Points
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1. Demonstrate clearly and fully the need for training and employment in the Local Area by describing the overall economy and workforce needs?	15
Subtotal:	15
MANAGEMENT & ORGANIZATIONAL CAPACITY: “Does the proposal...”	
1. Provide strong evidence that the applicant and its required partners have the staff capacity to implement the proposed initiative?	5
2. Provide strong evidence that the applicant and its required partners have the fiscal, administrative, and performance management capacity to effectively administer the WIOA Title I funding stream(s)?	5
3. Demonstrate the applicant’s experience leading or participating significantly in a comprehensive partnership and demonstrate its partners experience in implementing and operating training, education, and job placement initiatives of similar focus, size, and scope?	5
Subtotal:	15
STRATEGY & WORK PLAN: “Does the proposal...”	
1. Demonstrate the proposed strategy that addresses the needs and challenges of the target population, target industries and occupations and the employment needs in the industry?	10
2. Demonstrate the breadth and depth of the partner’s commitment to the proposed strategy?	15
3. Demonstrate a comprehensive outreach and recruitment strategy, a detailed explanation of the proposed training activities, a clear strategy for placing participants into employment and a clear job retention strategy?	10
4. Provide a comprehensive work plan?	15
Subtotal:	50
OUTCOMES & DELIVERABLES: “Does the proposal...”	
1. Demonstrate a results-oriented approach to managing and operating the proposed project by providing projections for outcome categories relevant to measuring the success or impact of the proposed strategy?	10
2. Demonstrate the appropriateness and feasibility of projections of the outcomes and the degrees or certificates resulting from training and deliverables?	10
Subtotal:	20
GRAND TOTAL	100

I. PROPOSAL REVIEW PANEL

A preliminary review will be conducted by ACWDB staff to ensure that each proposal meets the minimum qualifications for proposal acceptance. An outside Review Committee will review and score each proposal that has met the Minimum Qualifications. The Review Committee may be composed of staff from other Local Workforce Areas that may have expertise or experience relevant to this RFP. The evaluation of the proposals shall be within the sole judgment and discretion of the Review Committee and will be based on the evaluation criteria set forth in this RFP.

All contact during the evaluation phase shall be through ACWDB staff only. Bidders shall neither contact nor lobby evaluators during the evaluation process. Attempts by Bidder to contact and/or influence members of the Review Committee may result in disqualification of bidder. The Review Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP.

J. CONTRACT AWARD PROCESS

ACWDB staff will present funding recommendations to the ACWDB for approval. Funding recommendations will include a summary of the Review Committee evaluations. Bidders' will be allowed a total of three (3) minutes during the public hearing to address the ACWDB regarding the specific funding recommendations being presented. A bidder may have the option to provide verbal testimony regarding the merits of its proposal and the reasons for consideration of funding. There is no requirement for any bidder to make a presentation to the ACWDB. Any presentation that is made **MUST** be an oral one and **CANNOT INCLUDE THE DISTRIBUTION OF WRITTEN MATERIALS**.

It is in the best interest of the bidders' to (virtually) attend the funding hearing and to be prepared to answer any questions that the ACWDB may have regarding the application package. ACWDB staff will send notices to each bidder regarding the recommendations being made as well as a confirmation of the date, time, and location for the ACWDB meeting. It is the responsibility of the bidder to confirm the date, time, and place of the meeting to assure attendance.

Once the ACWDB has made a funding decision and taken action to select the successful bidder, all bidders will receive written notification of the contract award recommendation by ACWDB staff. Notification will be provided via e-mail and by certified mail. The document providing this notification is the Notice of Intent to Award/Non-Award. The Notice of Intent to Award/Non-Award will provide the following information: 1) the name of the bidder being recommended for contract award; and 2) the names of all other parties that submitted proposals.

Upon completion of any bid protest/appeal, the ACWDB will approve the final contract award recommendation. If no bid protest/appeal is made, the ACWDB's decision to issue the Notice of Intent to Award/Non-Award is considered the final contract award decision of the ACWDB. The ACWDB will then submit the final contract award decision to the County Board of Supervisors, who approves and executes all contracts for the ACWDB.

Contracts will commence July 1, 2021 contingent upon availability of funds from the State of California. Grant awards will be conferred annually based upon the following criteria: provider meets contractual obligations; successful performance; and, determination of need and that any changes under WIOA authorization do not significantly alter operations, which would then impact this procurement. The ACWDB must formally approve the subsequent annual awards.

K. BID PROTEST/APPEAL PROCESS

The County and ACWDB pride themselves on the establishment of fair and competitive contracting procedures and the commitment made for following those procedures. The following is provided if bidder's wish to protest the bid process or appeal the recommendation to award a contract for this program once the Notices of Intent to Award/Non-Award have been issued. Bid protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by the ACWDB.

1. Any bid protest must be based on one or both of the following:
 - a. The action of the ACWDB is at variance with the law; and/or
 - b. The action of the ACWDB contravenes current ACWDB or County Policy.

2. Any bid protest by any bidder regarding any other bid must be submitted in writing to the County's SSA Finance Director, located at 1111 Jackson Street, Suite 103, Oakland, CA 94607, Fax: (510) 839-0748, before 5:00 p.m. of the **FIFTH (5th)** business day **following the date of issuance of the Notice of Intent to Award/Non-Award, not the date received by the Bidder**. A bid protest received after 5:00 p.m. is considered received as of the next business day.
 - a. The bid protest must contain a complete statement of the reasons and facts for the protest.
 - b. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - c. The protest must include the name, address, email address, fax number, and telephone number of the person representing the protesting party.
 - d. The SSA Finance Director will transmit a copy of the bid protest to all bidders' as soon as possible after receipt of the protest.

3. Upon receipt of written protest, the SSA Finance Director, or designee will review and evaluate the protest and issue a written decision. The SSA Finance Director, may, at his or her discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting bidder and others (as appropriate) to discuss the protest. The decision on the bid protest will be issued at least ten (10) business days prior to the ACWDB's final contract approval/appeal hearing date.

The decision will be communicated by e-mail and certified mail and will inform the bidder whether the recommendation to the ACWDB in the Notice of Intent to Award/Non-Award is going to change. A copy of the decision will be furnished to all bidders affected by the decision. As used in this paragraph, a bidder is affected by the decision on a bid protest if a decision on the protest could have resulted in the bidder not being the apparent successful bidder on the RFP.

4. The decision of the SSA Finance Director on the bid protest may be appealed to the ACWDB. All appeals must be submitted to the ACWDB Director, 24100 Amador Street, 6th Floor, Hayward, CA 94544. The bidder whose bid is the subject of the protest, all bidders affected by the SSA Finance Director's decision on the protest, and the protestor have the right to appeal if not satisfied with the SSA Finance Director's decision. All appeals to the ACWDB shall be in writing and submitted within five (5) business days following the issuance of the decision by the SSA Finance Director, not the date received by the bidder. An appeal received after 5:00 p.m. is considered received as of the next business day. Upon receipt of a compliant appeal, the ACWDB Director will schedule a hearing with the ACWDB to hear the merits of the appeal.
 - a. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
 - b. In reviewing protest appeals, the ACWDB will not re-judge the proposal(s). The appeal to the ACWDB shall be limited to review of the procurement process to determine if there were material errors in the RFP process or, where appropriate, ACWDB or County policies or other laws and regulations.
 - c. The appeal to the ACWDB also shall be limited to the grounds raised in the original protest and the decision by the SSA Finance Director. As such, a bidder is prohibited from stating new grounds for a Bid protest in its appeal.
 - d. The ACWDB may overturn the results of a bid process for ethical violations by ACWDB staff, selection committee members, subject matter experts, or any other County staff managing or

participating in the competitive bid process, regardless of timing or the contents of a bid protest.

- e. The ACWDB shall review the materials and conclusions reached by the SSA Finance Director and will determine whether to uphold or overturn the protest decision.
- f. The decision of the ACWDB is the final step of the appeal process. The decision of the ACWDB will be furnished to the protestor, the bidder whose bid is the subject of the bid protest, and all bidders affected by the decision at the appeal hearing.

- 5. The County and ACWDB will complete the bid protest/appeal procedures set forth in this Section K before a final recommendation to award the Contract is considered by the ACWDB.

The procedures and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. A bidder's failure to timely complete both the bid protest and appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

L. CONTRACT EVALUATION AND ASSESSMENT

During the initial 60-day period of any contract, which may be awarded to a Contractor, the ACWDB staff will meet with the Contractor to evaluate the performance and to identify any issues or potential problems.

ACWDB reserves the right to determine, at its sole discretion, (a) whether the Contractor has complied with all terms of this RFP and (b) whether any problems or potential problems with the proposed services were evidenced which make it unlikely (even with possible modifications) that such proposed services have met ACWDB requirements. If, as a result of such determination ACWDB concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract and/or Contractor's goods and/or services as contracted for therein, the Contractor will be notified of contract termination effective 45 days following notice. The County will have the right to invite the next highest ranked bidder to enter into a contract. The County also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

IV. TERMS AND CONDITIONS

A. AWARD

1. Proposals will be evaluated by a review panel and will be ranked in accordance with the RFP section entitled "Evaluation and Scoring."
2. The Review Panel will recommend award to the bidder who, in its opinion, has submitted the proposal that best serves the overall interests of the ACWDB and attains the highest overall point score. Award may not necessarily be made to the bidder with the lowest price.
3. ACWDB reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
4. ACWDB reserves the right to award a single or multiple contractors.
5. ACWDB has the right to decline to award this contract or any part thereof for any reason.
6. ACWDB and the Alameda County Board of Supervisor's approval to award a contract are required.
7. A contract must be negotiated, finalized, and signed by the intended awardee prior to Board approval.

The RFP specifications, terms, conditions and Exhibits, RFP Addenda and bidder's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

B. TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFP, will be 12 months.
2. By mutual agreement, any contract which may be awarded pursuant to this RFP may be extended for two additional one-year terms at agreed prices with all other terms and conditions remaining the same.
3. The initial contract will include the PY 2021-2022 award, scope of work and performance requirements. This contract will be amended to include

performance requirements and any scope of work modifications necessary as a result of changes in federal or state mandates. Awards will be dependent upon continuance of enabling legislation and fund availability for the Alameda County Workforce Development Area.

C. METHOD OF ORDERING

1. A written Purchase Order (PO) and signed contract will be issued upon ACWDB and County Board of Supervisor's approval.
2. POs and payments for services will be issued only in the name of Contractor.
3. Changes in service delivery shall be agreed upon by Contractor and County and issued as needed in writing by County.

D. CONTRACTING REQUIREMENTS

Contractors will be responsible for the following:

1. Providing and training qualified staff to plan, administer, and implement the program;
2. Providing specified services to eligible participants as required by law;
3. Coordinating and tracking management information systems and paperwork associated with the WIOA, and complying with deadline and reporting requirements;
4. Coordinating with the ACWDB Program Liaison and the Eligibility and MIS Unit to ensure that required eligibility forms/certification, performance reports and fiscal claims are submitted in its entirety and on time;
5. Costs associated with contract closeout activities;
6. Attending in-service training sessions and mandatory meetings;
7. Implementing strategies for effective program evaluation and continuous improvement;
8. Attending mandatory ACWDB Board and Committee meetings;
9. Participating in EASTBAY *Works* standing committee meetings;

10. Providing evidence of regularly scheduled local partnership meetings; and
11. Using the mandatory online data management system as directed.

In order to contract for WIOA funds, the Contractor must:

1. Be legally capable of entering into a contract and be able to provide proof of the ability to administer WIOA programs (i.e., previous experience administering employment and training programs, other related service programs and no disbarment).
2. Provide Articles of Incorporation and evidence of current corporate status, as filed with the Secretary of State.
3. Be an Equal Employment and Affirmative Action Employer. If selected for funding, the lead agency and any collaborative partner agencies will be required to meet EEO requirements.
4. Be in compliance with all applicable provisions of the Americans with Disabilities Act (ADA) of 1990.
5. Ensure that reports and/or documents contain correct information.
6. File required insurance documentation with the County of Alameda as an exhibit to the contract. The County must review all documentation before the initial invoice will be processed. The following are insurance requirements that contractors must carry:
 - Commercial General Liability in the amount no less than \$1,000,000. Combined Single Limit for each occurrence. Must include personal injury coverage.
 - Workers' Compensation as required by State law or \$1,000,000. Employers Liability minimum \$100,000.
 - Automobile Liability in an amount not less than \$1,000,000 combined Single Limit per accident for bodily injury and property damage covering owned, non-owned, and hired vehicles.
 - Professional/Liability/Errors & Omissions in the amount no less than \$1,000,000.
 - The County of Alameda is covered as additional insured.
 - Notice of Cancellation must ensure that each insurance policy shall be endorsed to state that the coverage shall not be suspended, voided,

or canceled except after 30 days prior written notice has been given to the County of Alameda.

7. Comply with requirements for lobbying, debarment, and drug-free workplace certification.
8. Address the County's Language Access requirements.
9. Provide the most recently completed financial statement of the organization which may be either a Single Audit Report, per the requirements of the applicable OMB circular, or a Financial Audit in accordance with the U.S. Comptroller General's Government Auditing Standards.

E. TYPE OF CONTRACT

Contracts will be written on a cost reimbursement basis. The Contractor is required to provide a detailed line-item budget as part of the contract and agree to submit monthly invoices for payment. All costs reported on monthly and final cost statements shall be supported by appropriate accounting documentation. The documentation shall establish that the County is charged a fair and equitable portion of any indirect or shared costs attributable to services performed under this Contract.

F. INVOICING

1. Contractor shall invoice ACWDB as prescribed in the executed contract.
2. County shall notify Contractor of any adjustments required to invoice.
3. Contractor shall utilize standardized invoice provided by ACWDB and as defined within the contract Scope of Work.
4. Invoices shall only be prepared and submitted by the Contractor who is awarded a contract.
5. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the executed contract Purchase Order.
6. The County will pay Contractor monthly, or as agreed upon, not to exceed the total maximum specified in the executed contract Exhibit B Budget.

G. ADMINISTRATIVE COSTS

The Workforce Innovation and Opportunity Act regulations at 20 CFR 667.200 identify specific items of cost, which must be classified to the administrative cost category. Please ensure that expenditures attributable to the following functions are appropriately classified to the Administration category of cost. These costs can be both personnel and non-personnel and both direct and indirect.

Performing the following overall general administrative functions and coordination of those functions under WIOA Title I:

- Accounting, budgeting, financial and cash management functions;
- Procurement and purchasing functions;
- Property management functions;
- Personnel management functions;
- Payroll functions;
- Coordinating the resolution of findings arising from audits, reviews, investigations and incident reports;
- Audit functions;
- General legal services functions;
- Developing systems and procedures, including information systems, required for these administrative functions;
- Performing oversight and monitoring responsibilities related to WIOA administrative functions;
- Costs of goods and services required for administrative functions of the program, including goods and services such as rental or purchase of equipment, utilities, office supplies, postage, and rental and maintenance of office space;
- Travel costs incurred for official business in carrying out administrative activities or the overall management of the WIOA system;
- Costs of information systems related to administrative functions (for example, personnel, procurement, purchasing, property management, accounting and payroll systems) including the purchase, systems development and operating costs of such systems; and
- Awards to sub recipients or vendors that are solely for the performance of administrative functions are classified as administrative costs.

Personnel and related non-personnel costs of staff that perform both administrative functions specified above and programmatic services or activities must be allocated as administrative or program costs to the benefiting cost objectives/ categories based on documented distributions of actual time worked or other equitable cost allocation methods.

Continuous improvement activities are charged to administration or program category based on the purpose or nature of the activity to be improved. Documentation of such charges must be maintained.

Specific costs charged to an overhead or indirect cost pool that can be identified directly as a program cost are to be charged as a program cost. Documentation of such charges must be maintained.

All costs incurred for functions and activities by your organization and vendors who are awarded funds for the purpose of delivering programmatic services are program costs.

Costs of the following information systems including the purchase, systems development and operating (e.g., data entry) costs are charged to the program category:

- Tracking or monitoring of participant and performance information;
- Employment statistics information, including job listing information, job skills information, and demand occupation information;
- Performance and program cost information on eligible providers of training services, youth activities, and appropriate education activities;
- Local Area performance information; and
- Information relating to supportive services and unemployment insurance claims for program participants.

H. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT

Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the ACWDB. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the ACWDB. Any such prohibited assignment or transfer shall be void.

I. RECORD KEEPING

Contractor will be expected to maintain complete up-to-date and accurate records and management controls. The Contractor will be expected to maintain complete fiscal and accounting records, in accordance with Federal Government Accounting Principles, including, but not limited to, backup documentation to the contract budget, and demonstration of acceptable accounting methods to

disburse costs. All documents and records will be maintained for a period of no less than five (5) years. This is a federal administrative requirement

J. MONITORING

The Contractor selected and funded with WIOA funds may be visited at any time by the ACWDB Workforce Systems and Strategies Committee, ACWDB, County staff, State of California, Department of Labor, or Contractors of these units of government, and others who have a direct concern in administration of WIOA programs and projects. All agency records must be available for inspection. All areas of the project will be subject to examination and could include, but are not limited to, inspection of personnel files and applications, and the financial bookkeeping records. In addition, monitoring may include interviews with employers, supervisors, instructors, and staff of agencies partnering within this operator to ensure provision of agreed upon services.

K. COUNTY PROVISIONS

SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION: Contractor has been approved by County to participate in contract without SLEB participation (SLEB Waiver #F1785). As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small Local and Emerging Business provision.

However, if circumstances or the terms of the contract should change, Contractor may be required to immediately comply with the County's SLEB provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(s) or subcontract a minimum 20% with a certified small or emerging local business(s).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. SLEB participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will

not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).

- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the SLEB participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

1. First Source Program: The First Source Program has been developed to create a public/private partnership that links CalWORKs job seekers, unemployed and under employed County residents to sustainable employment through the County's relationships/connections with business, including contracts that have been awarded through the competitive process, and economic development activity in the County. Welfare reform policies and the WIOA require that the County do a better job of connecting historically disconnected potential workers to employers. The First Source program will allow the County to create and sustain these connections.

Vendors awarded contracts for goods and services in excess of One Hundred Thousand Dollars (\$100,000) as a result of any subsequently issued RFP are to allow Alameda County ten (10) working days to refer potential candidates to vendor to be considered by Vendor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County, that Vendor has available during the life of the contract before advertising to the general public. Potential candidates referred by County to Vendor will be pre-screened, qualified applicants based on vendor specifications. Vendor agrees to use its best efforts to fill its employment vacancies with candidates referred by County, but the final decision of whether or not to offer employment, and the terms and conditions thereof, rest solely within the discretion of the Vendor.

Bidders are required to complete, sign and submit in their bid response, the First Source Agreement that has been attached hereto as Exhibit H, whereby they agree to notify the First Source Program of job openings

prior to advertising elsewhere (ten day window) in the event that they are awarded a contract as a result of this RFP. Exhibit H will be completed and signed by County upon contract award and made a part of the final contract document.

If compliance with the First Source Program will interfere with Contractor's pre-existing labor agreements, recruiting practices, or will otherwise obstruct the Contractor's ability to carry out the terms of the contract, the Contractor will provide to the County a written justification of non-compliance.

If additional information is needed regarding this requirement, please contact the EASTBAY Works AJCC network at 1-888-411-HIRE or (510) 768-4450.

L. GENERAL REQUIREMENTS

1. Proper conduct is expected of Contractor's personnel when on County premises. This includes adhering to no-smoking ordinances, the drug-free workplace policy, not using alcoholic beverages and treating employees courteously.
2. County has the right to request removal of any Contractor employee or subcontractor who does not properly conduct himself/herself/itself or perform quality work.
3. Contractor personnel shall be easily identifiable as non-County employees (i.e., work uniforms, badges, etc.).

M. COMPLIANCE WITH APPLICABLE REGULATIONS

This RFP has been developed consistent with applicable state and federal statutes, regulations, and published guidelines and policies.

EXHIBIT I

COUNTY OF ALAMEDA

RFP No. CAJCC 2020

for

Comprehensive America's Job Center of California Operator and Career Services Provider

Exceptions, Clarifications, Amendments: Contractor Space Usage

I. County Facilities and Equipment

A. County Spaces:

1. County shall make portions of the County Spaces available for Contractor's use for the performance of the terms of this Agreement, as delineated in Exhibit E-1 ("the Contractor Use Areas"). By making the Contractor Use Areas available for Contractor's use, the County conveys to Contractor no property rights or right to possession; however, Contractor may presume that County will not allow other contractors to make use of the Contractor Use Areas during the Term of this Agreement, and may keep Supplement Furniture and equipment, including computer equipment, in the Contractor Use Area overnight. Contractor's use of the County Spaces other than the Contractor Use Areas is prohibited except to the extent necessary for ingress and egress, or where approved in writing by the County. Bathroom, shared kitchen and conference room facilities located outside of the Contractor Use Areas available for use by Contractor, if any, shall be marked on Exhibit E, and are subject to any further restrictions contained therein. Contractor shall be prohibited from using other bathroom, shared kitchen and conference room facilities in the County Spaces not delineated for its use on Exhibit E-1, except where permitted by the County.
2. Contractor shall maintain the Contractor Use Areas in a neat and tidy manner in conformance with applicable laws, ordinances, codes and regulations, including but not limited to the California Occupational Safety and Health Act, and with any rules or regulations adopted by the County for management of the County Spaces. Contractor shall refrain from creating any hazards or potential hazards in the Contractor Use Areas. Contractor shall be responsible for ensuring existing and future Americans with Disabilities Act ("ADA") features of the Contractor Use Areas are not obstructed or damaged and shall promptly report any damage or obstruction to the County.

3. At the earlier of the expiration or termination of this Agreement, Contractor shall vacate the Contractor Use Areas, and remove all of Contractor's Supplemental Furniture and equipment, including computer hardware.

B. Security:

1. The County maintains the security of the County Spaces but does not provide a guarantee of safety. Contractor shall be responsible for the safety of its employees, and the members of the public to whom its staff is providing the services called for in this Agreement in the Contractor Use Areas. Contractor acknowledges and understands that the County Spaces are shared with County employees, agents, and volunteers, and serves the general public. Contractor shall promptly raise any safety concerns with the County. Contractor shall develop security protocols for its employees consistent with the understood and acknowledged use of the County Spaces and the County's rules and regulations for the County Spaces and shall train its employees on that security protocol. Contractor may take such additional security measures beyond those put in place by the County so long as those security measures do not interfere with use of the County Spaces by the County, its agents, volunteers and invitees, upon notice to and approval from the County, which shall not unreasonably be withheld. County shall not be responsible for Contractor's cost of additional security measures.

- C. Signage: No signs may be posted in the County Spaces outside of the Contractor Use Areas without the written approval of the County.

D. Furniture, Fixtures and Equipment

1. Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement. Contractor shall not use or store its own property (including equipment, instruments and supplies) at the County Spaces, except to the extent Contractor's property is reasonable and necessary for the performance of the services called for in this Agreement.
2. The Contractor Use Areas are equipped with basic furnishings, fixtures and equipment including cubicles, desks, chairs, file cabinets, lighting and shelves, an inventory of which is attached as Exhibit E-2 ("the Furniture"). Contractor may make use of the Furniture in the performance of the services called for in this Agreement. County shall be responsible for the maintenance, upkeep, repair and replacement of the Furniture. County shall inspect the Furniture at least once annually, or more frequently as may be called for by manufacturer recommendation or applicable regulations. Contractor shall be responsible to report to County immediately upon discovering any damage to any Furniture or that any Furniture, is in need of maintenance, repair or replacement. After

providing said notice to the County, Contractor shall cease using said Furniture, until receiving further direction from the County. Contractor shall defend and indemnify County, its Board of Supervisors, officers, employees, agents and volunteers to the fullest extent permissible by law for any and all claims arising out of or pertaining to Contractor's actual or constructive knowledge of any Furniture in need of maintenance, repair or replacement, or that is otherwise damaged for which Contractor either did not provide County with immediate notice as required by this paragraph, and/or Contractor continuing use of Furniture that Contractor continued to use despite having actual or constructive knowledge of its damage or its need for repair, maintenance or replacement.

3. Contractor may supplement the Furniture ("Supplemental Furniture") to the extent necessary for the performance of the services called for in this Agreement upon prior written approval of the County. The Supplemental Furniture may only be kept or installed in the Contractor Use Areas and not in the County Spaces outside of the Contractor Use Areas. Contractor shall be solely liable for maintenance, repair and upkeep of any Supplemental Furniture it brings into the Contractor Use Areas, and for the removal of the Supplemental Furniture at the sooner of the end of the Term or termination of this Agreement. Notwithstanding the approval called for in this paragraph, Contractor shall hold County harmless and shall defend and indemnify the County to the fullest extent permitted by law concerning any claims arising out of or pertaining to the Supplemental Furniture.
4. The Furniture may not meet the particular needs of Contractor's employee(s) to which said employee(s) is/are entitled to reasonable accommodation under the ADA. It shall be Contractor's responsibility to procure and maintain Supplemental Furniture for this purpose, the approval of which shall be in writing and will not unreasonably be withheld by County.

E. Computers and Network:

1. County shall supply and maintain a computer system for use by Contractor in the provision of the services. The computer system will include terminals for each workstation in the Contractor Use Area with a sufficient number of software licenses for the operating system and additional software as delineated in Exhibit E-3. County shall upgrade the computer system in accordance with its regular cycle of hardware and software replacement. County does not warrant that the computer system is useful or sufficient for performance of the services called for in this Agreement.
2. Contractor shall supply such other hardware and software that it deems necessary for the performance of the services called for in this Agreement. Contractor shall coordinate with County the installation of the

additional hardware and software, which it shall be Contractor's sole responsibility to maintain and upgrade and remove. Contractor will not remove, re-wire, relocate or otherwise adjust County's network nor any separate wireless network be connected unless prior written agreement is given by County. Contractor will not install any new or separate networks, including wireless connectivity without County's formal consent.

3. The County-supplied computer system will be connected to the County's network and have access to the Internet. It shall be County's responsibility to maintain the network and provide non-exclusive Internet access, but County does not warrant the shared network and non-exclusive Internet access is useful or sufficient for the performance of services called for in this Agreement. Contractor is not relieved from performance of services by virtue of the unavailability of the County's network due to routine maintenance, repair or unexpected short-term outages for the network.
4. Contractor shall be responsible for exercising due care to avoid malicious software causing damage to County's computers or network.
5. County's computers and network are not available for Contractor's use for any purpose other than the performance of services, such as, but not limited to, personal use or use for services other than those called for in this Agreement.

**BID RESPONSE PACKET
COMPREHENSIVE AMERICA'S JOB CENTER OF
CALIFORNIA (AJCC) OPERATOR AND CAREER SERVICES
PROVIDER
(Separate file)**

Documents are available online at: <https://www.acwdb.org/doingbusiness.page?>

ATTACHMENT NO. 2

CONTAINS THE FOLLOWING DOCUMENTS: (Separate file)

- 2A - Standard Services Agreement Template
- 2B - Statement of Work
- 2C - Budget
- 2D - Minimum Insurance Requirements
- 2E - Audit
- 2F - Exhibit E-This Page Intentionally Omitted
- 2G - General Conditions/Special Conditions-WIOA
- 2H - Certification Regarding Lobbying
- 2I – The Iran Contracting Act (ICA) of 2010

Attachment A – This Page Intentionally Omitted

Attachment B - Language Access Requirements

Documents are available online at: <https://www.acwdb.org/doingbusiness.page?>