



**Workforce Innovation and
Opportunity Act**

Contracting/Vendor Pay Agent

&

**Employer of Record
Services**

REQUEST FOR PROPOSAL

No. 2021 – ACWDB - CVPER

Release Date: December 17, 2021

Due Date: January 21, 2022 – 2:00 p.m.

EQUAL OPPORTUNITY / EQUAL ACCESS

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

Alameda County Workforce Development Board Request for Proposal Summary

The **Alameda County Workforce Development Board (ACWDB)** is requesting proposals for Contracting/Vendor Pay Agent and Employer of Record services funded through Workforce Innovation and Opportunity Act (WIOA) grants and programs. The contract award period will be from July 1, 2022 through June 30, 2023, with the option to renew for three additional fiscal years. Subsequent contracts may be issued based upon satisfactory performance and funds availability until the end of the procurement period.

Eligible applicants are organizations with experience providing contracting/vendor pay agent and employer of record services. This includes all public and private non-profit entities, community-based organizations, local education agencies, and for-profit organizations.

It is estimated that there will be **\$1.25 million** available in WIOA funds during the initial funding period July 1, 2022 to June 30, 2023. Funding amount in this Request for Proposal (RFP) are **estimates only** and are subject to federal budgetary policy decisions.

All funding under this Request for Proposal (RFP) is contingent upon the ACWDB's receipt of funds.

This RFP is available on the ACWDB website at: www.acwdb.org.

ACWDB reserves the right to make unilateral modifications to this RFP to address changes on the state and/or local level.

For questions about the program content of the RFP and the WIOA operations within the ACWDB, contact Jennifer Mitchell at jennifer.mitchell@acgov.org.

CALENDAR OF EVENTS

| EVENT | DATE/LOCATION |
|--|---|
| RFP Released | December 17, 2021 |
| Networking/Bidders Conference | January 5, 2022 1:30 p.m. – 3:00 p.m. Virtual meeting via Zoom: https://us06web.zoom.us/j/89447758632?pwd=QXFqSTRPTXdnTjN4MEtZRzRpWFUvUT09 |
| Written Questions Due | January 6, 2022 @5:00 p.m. jennifer.mitchell@acgov.org |
| Addendum No. 1 Posted | January 7, 2022 |
| Response Due | January 21, 2022 by 2:00 p.m. |
| Evaluation Period | January 21 – February 7, 2022 |
| Funding Recommendations to ACWDB Executive Committee | February 23, 2022 |
| ACWDB Approval | March 10, 2022 |
| Alameda County Board of Supervisors Approval | May 17, 2022 |
| Contract and Program Start Date | July 1, 2022 |

Note: Dates are approximate and subject to change

ALAMEDA COUNTY WORKFORCE DEVELOPMENT BOARD

Request for Proposal

Specifications, Terms & Conditions

FOR

Contracting/Vendor Pay Agent & Employer of Record Services

TABLE OF CONTENTS

| | Page |
|--|----------|
| Proposal Summary | 2 |
| Calendar of Events | 3 |
| I. OVERVIEW OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT | 6 |
| II. STATEMENT OF WORK | |
| A. Intent..... | 7 |
| B. Available Funding and Performance Period..... | 7 |
| C. Scope and Background..... | 7-8 |
| D. Scope of Requested Services..... | 8-11 |
| E. Deliverables/Reports | 11 |
| F. Debarment/Suspension Policy | 11-12 |
| III. INSTRUCTIONS TO BIDDERS | |
| A. County Contacts..... | 12 |
| B. Networking/Bidder’s Conference | 12-13 |
| C. Submittal of Bids..... | 13-15 |
| D. Response Format | 15-16 |
| E. Proposal Review and Grant Award Process Overview | 16-17 |
| F. Evaluation and Scoring | 17-19 |
| G. Proposal Review Panel | 19 |
| H. Contract Award Process | 19-20 |
| I. Bid Protest/Appeals Process | 20-22 |
| J. Contract Evaluation and Assessment..... | 22-23 |
| IV. TERMS AND CONDITIONS | |
| A. Award..... | 23 |
| B. Term / Termination / Renewal..... | 23-24 |
| C. Method of Ordering | 24 |
| D. Contracting Requirements | 24-25 |
| E. Type of Contract | 25 |
| F. Invoicing..... | 25-26 |
| G. Administrative Costs..... | 26-27 |
| H. Prohibition Against Subcontracting or Assignment | 27-28 |
| I. Record Keeping..... | 28 |
| J. Monitoring | 28 |

| | | |
|----|---|-------|
| K. | County Provisions | 28-29 |
| L. | General Requirements | 29 |
| M. | Compliance with Applicable Regulations..... | 30 |

ATTACHMENTS

Attachment 1 – RFP Response

Attachment 2

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

I. OVERVIEW OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

The Workforce Innovation and Opportunity Act (WIOA) of 2014 took effect on July 1, 2015 and supersedes the Workforce Investment Act of 1998. WIOA provides the framework for a unique national workforce preparation and employment system designed to be customer-focused in meeting both the needs of businesses for skilled workers and assisting individuals in easily accessing information and services needed to begin and manage their careers. The Alameda County Workforce Development Board (ACWDB) is responsible for policy and administration of the WIOA system in the Alameda County Workforce Development Area.

For reference and information on the WIOA and other related resources, the following websites may be helpful.

| | |
|--|---|
| Alameda County Workforce Development Board | http://www.acwdb.org |
| Workforce Innovation and Opportunity Act | http://www.doleta.gov |
| Employment Development Department | http://www.edd.ca.gov/ |
| EASTBAYWorks | http://www.eastbayworks.org/ |

II. STATEMENT OF WORK

A. INTENT

It is the intent of these specifications, terms, and conditions to describe the Contracting/Vendor Pay Agent and Employer of Record services solicited under this Request for Proposals (RFP). As Contracting/Vendor Pay Agent, the selected Contractor's role will be to contract with and reimburse training providers, participating employers and other designated vendors on behalf of ACWDB. As Employer of Record, the selected Contractor will provide payroll services and ensure compliance with all applicable documentation and personnel recordkeeping requirements.

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

B. AVAILABLE FUNDING AND PERFORMANCE PERIOD

ACWDB anticipates that up to \$1.25 million in WIOA funds will be available for the 12-month contract period. Approximately \$1,100,000 in vendor, contract and employee payments will be issued on-behalf-of ACWDB by the selected bidder during the initial 12-month contract period. In addition, the bidder will be reimbursed for the actual costs incurred by the bidder organization to provide the payment, contracting and employer of record services described in this RFP.

Bidders must address their ability to provide both service functions (Contracting/Vendor Pay Agent and Employer of Record) in order for proposals to be considered responsive. Proposals that address only one service function will not be considered.

Contingent upon the annual WIOA funding allocations, the contract period is anticipated to begin July 1, 2022 and end on June 30, 2023. The contract may be renewed for up to three additional years, based on several factors including, but not limited to, contract performance and available funding.

C. SCOPE AND BACKGROUND

The ACWDB is charged with implementing and maintaining a workforce development system under WIOA by providing administrative, fiscal, and policy oversight within its Local Area (jurisdiction). In Alameda County, the Local Area includes all of Alameda County with the exception of the city of Oakland which has its own workforce development board. In addition to legislated responsibilities

under WIOA, ACWDB plays a major role in a variety of key state, local, and regional initiatives.

ACWDB is an active member of *EASTBAYWorks*, a regional partnership and collaboration between the Workforce Development Boards (WDB) of Alameda County, Contra Costa County, the city of Oakland and the city of Richmond. In an effort to streamline processes, reduce duplication, and manage similar services within the *EASTBAYWorks* region, ACWDB may coordinate the release and review of this RFP with its *EASTBAYWorks* WDB partners.

D. SCOPE OF REQUESTED SERVICES

ACWDB is soliciting proposals to select one Contractor who will act as a Contracting/Vendor Pay Agent and Employer of Record. The Contractor will serve as the fiscal intermediary between ACWDB and various contractors and employers in an agency capacity only. The selected Contractor will have no direct authority to contract with, pay, or employ any organization or individual on behalf of ACWDB without the prior written consent of ACWDB.

As Contracting/Vendor Pay Agent, the selected Contractor's role will be to contract with and reimburse training providers, participating employers and other designated vendors on behalf of ACWDB.

As Employer of Record, the selected Contractor will provide payroll services and ensure compliance with all applicable documentation and personnel recordkeeping requirements.

ACWDB administers a broad range of programs and services that make up the workforce development system in Alameda County. The selected Contractor will act as Contracting/Vendor Pay Agent and Employer of Record to many different organizations and/or individuals. These are very distinct functions and responding organization must demonstrate the ability and capacity to perform all necessary tasks as both Contracting/Vendor Pay Agent and Employer of Record. This section includes descriptions of both functions and the scope of services pertaining to each.

1. Contracting/Vendor Pay Agent. The selected Contractor will be required to develop and oversee various types of contracts with many different types of organizations. At a minimum, Contractor will provide the following contracting/vendor pay agent services:

- a. Individual Training Accounts (ITAs). ITAs are contract agreements for a specific individual to attend an approved training program provided by a specific training provider. The selected Contractor will enter into agreements with eligible training providers on behalf of ACWDB and its approved customers, in compliance with ACWDB ITA policies and procedures. ACWDB estimates that there will be approximately **one hundred fifty (150)** individual ITAs issued to eligible training providers during a program year. However, this number may increase or decrease based upon a variety of factors. In most cases, two payments will be issued for each individual participant ITA, mid-point and at completion.
- b. On-the-Job Training (OJTs). OJT agreements offer a wage and benefit subsidy to an employer for providing a program participant with an opportunity to work. ACWDB estimates that there will be approximately **fifty-five (55)** individual clients placed in subsidized employment positions during a program year. However, this number may increase or decrease based upon a variety of factors. Individual contracts will last for up six (6) months. Throughout the subsidy period, employers are expected to consider the participant as a regular hire and treat him/her consistently with other employees. Participants will generally work full-time (32 to 40 hours per week) and they will receive a paycheck and benefits directly from their employer. Benefits eligible for reimbursement include FICA, Unemployment Insurance, and Workers Compensation as well as the cost of medical and dental insurance. The selected Contractor will be primarily accountable for ensuring on a timely basis that participating employers who pay wages to the participants they employ are reimbursed for agreed upon amounts of the total payroll wages and other employment related expenses in a timely manner once a month. Employers are responsible for submitting the required documentation of wages and benefits paid directly to the Employer Agent. Other responsibilities include but are not limited to the following:
- Receive wage related reimbursement-billing forms from the employers.
 - Maintain a schedule that guarantees employers will be reimbursed in a timely manner once each month.
 - Prepare and issue 1099s to all participating Employers (For-profit entities - only).
- c. Eligible Training Providers. All training providers who receive contract agreements for ITAs must be approved for the State Eligible Training Providers List (ETPL). The selected Contractor will manage the ETPL

procurement, application, and maintenance process on behalf of ACWDB for the local Workforce Development Area. This includes annual monitoring of eligible training providers for compliance with WIOA Section 188 and 29 CFR Part 38.

- d. Good and Services. The selected Contractor will be required to enter into other contracts for goods and services, as directed, on behalf of ACWDB. This may include: contracts for Customized Training projects with local education agencies; systems support for the WIOA provider network connectivity, common activities, computer support, technical assistance consultant and/or training for the WIOA system providers; or, enhancements to the community services information that is accessible through the WIOA workforce system.
2. Employer of Record. ACWDB will select a Contractor who will carry out all of the common payroll functions as the Employer of Record for individuals who fall under the employer of record function. In addition, all employees selected under this function will be eligible for the same benefits offered to the Contractor's regular employees. ACWDB will be responsible for recruitment, interviewing, and selection of these individuals.

The selected Contractor will be expected to act as Employer of Record for **six (6)** employees on behalf of ACWDB at any given time. However, this number may increase or decrease based upon a variety of factors. The Contractor will be responsible for ensuring the timely submission of all required employment related documentation that includes but is not limited to the following:

- **New Hire Documentation** – Processes, completes and maintains all new hire IRS W-4, W-5 and other new hire related documentation prior to participants starting their work assignment at ACWDB.
- **Timesheets** – Coordinates with ACWDB to ensure that timesheet information is submitted in time for payroll processing prior to the due date of the payroll schedule for each pay period.
- **Payroll Schedule** – Issues biweekly payroll.
- **Direct Deposit** – Provide as an option for Electronic Funds Transfer (EFT) services that will automatically transfer payroll funds to an individual participant's checking or savings accounts at a participating bank, savings and loan association or credit union.
- **Payroll Deductions** – Ensure that FICA, Unemployment Insurance, Workers Compensation Insurance, Social Security, as well as all other standard payroll deductions are properly deducted in accordance with federal, state and local laws.

- **Emergency Manual Checks** - On an as-needed basis manual checks will be produced upon request by ACWDB. Manual checks should be exceptions.
- **W-2s** – Responsible for providing W-2s of the preceding calendar year by January 20 each year.
- **Wage Garnishments** – The Employer of Record will administer wage garnishments as required.
- **1099s** - Prepare and issue 1099s to participating For-Profit entities - only.
- Submit monthly detailed expenditure reports to ACWDB financial staff.

As the Employer of Record, the selected Contractor will also be responsible for managing not only the payroll process but also the following areas:

- Governmental reporting
- Processing payroll taxes
- Workers' compensation and claims
- Unemployment claims and hearings
- Wage garnishments
- Medical leave of absences
- Determine eligibility to work in the US

E. DELIVERABLES/REPORTS

ACWDB will require written reports summarizing the services provided each month. Bidders must demonstrate the ability to prepare and submit timely reports. At a minimum, the following information shall be submitted to ACWDB in the form of a written report:

- Number of ITAs processed each month, including client name, training provider, type of training, funding source, and amounts paid;
- Number of OJTs processed each month, including client name, employer information, job title, funding source, and amounts paid;
- Summary of contracts and payments issued for any other goods and services authorized by ACWDB;
- Payroll reports for employer of record services;
- Revenue and expenditure reports;

F. 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 the 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. ACWDB 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 located in Attachment 1, certifying bidder, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States government.

III. INSTRUCTION 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. Bidders 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 via e-mail to:

Jennifer Mitchell, Fiscal/Grants Manager
e-mail: jennifer.mitchell@acgov.org

The ACWDB website will be the official notification posting place of all Requests for Proposals, Interest, Quotes, and Addenda. Go to: www.acwdb.org to view current contracting opportunities.

It is the responsibility of each bidder to be familiar with all of the specifications, terms, and conditions. By 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. NETWORKING/BIDDERS' CONFERENCE

1. The Bidders' Conference will be held on January 5, 2022 via Zoom which is enabled for remote participation. Bidders can opt to participate via a computer with stable internet connection (the recommended bandwidth is 512Kbps) at:

<https://us06web.zoom.us/j/89447758632?pwd=QXFqSTRPTXdnTjN4MEtZRzRpWFUvUT09>

2. Networking/Bidders' conference will be held to provide:
 - a. An opportunity for bidders to ask specific questions about the project and request RFP clarification.
 - b. ACWDB with an opportunity to receive feedback regarding the project and RFP.
3. 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.
4. Attendance at the Bidders' Conference is highly recommended. Vendors who attend the Bidders Conference will be added to the Vendor Bid List and made available by the addendum date on January 7, 2022.

C. SUBMITTAL OF BIDS

1. All bids must be **emailed** by 2:00 p.m. January 21, 2022.
(see Calendar of Events)

LATE BIDS WILL NOT BE ACCEPTED.

Any bid received after said time cannot be considered and will be returned. The date and time of the email submission shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.

2. Bids are to be submitted electronically to Jennifer Mitchell, Fiscal/Grants Manager, addressed, and delivered as follows:

E-mail: jennifer.mitchell@acgov.org –

Bidder's name and the RFP number must appear in the subject line.

3. Bidders must also submit one **hard copy** original proposal printed on plain white paper, **signatures in BLUE ink**, loose leaf, **NOT** bound via U.S. Postal Service to:

Jennifer Mitchell, Fiscal/Grants Manager
Alameda County Workforce Development Board
24100 Amador Street – Room 610C
Hayward, CA 94544
4. Bidders shall not modify form(s) or qualify their bids. Bidders shall not submit to the County a scanned, re-typed, word-processed or otherwise recreated version of the bid form(s) or any other County-provided

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

5. All costs required for the preparation and submission of a bid shall be borne by bidder.
6. Only one bid response will be accepted from any one person, partnership, corporation, 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.
7. All other information regarding the bid responses will be held as confidential until such time as the County Selection Committee has completed its evaluation, a recommended award has been made by the County Selection Committee and forwarded to the ACWDB Executive Committee. All parties submitting proposals, either qualified or unqualified, will receive mailed recommendation to award/non-award notification(s), which will include the name of the bidder to be recommended for the award. In addition, award information will be posted on ACWDB’s website.
8. Each bid received, with the name of the bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the contract, be open to public inspection.
9. California Government Code Section 4552: In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
10. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

11. The undersigned bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the contract documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the bid documents.
12. The undersigned bidder certifies that it is not, at the time of bidding, on the California Department of General Services (CDGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).
13. It is understood that County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of 180 days, unless otherwise specified in the bid documents.

D. RESPONSE FORMAT

1. Bid responses are to be straightforward, clear, concise, and specific to the information requested.
2. **The proposal must meet the deadline and location for submittal, i.e., no later than 2:00 p.m., Friday, January 21, 2022.**
Late proposals will be returned.
3. One PDF copy (**signatures in blue ink**), of the proposal must be submitted by the due date and time. The proposal must be formatted as follows:
 - 12-point font
 - 1-inch margins
 - Single spaced
 - Single sided
 - All pages numbered sequentially
 - Loose leaf
 - Header on each page (upper right-hand corner) under Specifications, Term and Conditions RFP No. 2021-ACWDP-CVPER and below that your agency name or agency acronym: (RFP No. 2021-ACWDB-CVPER) and name of bidder.
4. The proposal must comply with the provisions of the Request for Proposals and all its instructions.

5. In order for bids to be considered complete, bidder must provide all information requested. See Attachment 1 for the Response Content and Submittals Completeness Checklist.
6. The proposal budget must reflect actual costs associated with providing program services.
7. The proposal must contain accurate and complete information as requested in this proposal.
8. Proposals will be reviewed as initially submitted. No changes, additions, or re-submissions will be accepted after the initial deadline for submission.
9. 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.
10. Bid responses, in whole or in part, may NOT to be marked confidential or proprietary. ACWDB may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to the RFP may be subject to public disclosure. ACWDB shall not be liable in any way for disclosure of any such records. Please refer the Alameda County's website at: <http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm> for more information regarding Proprietary and Confidential Information policies.

E. PROPOSAL REVIEW AND GRANT AWARD PROCESS OVERVIEW

The evaluation and scoring of proposals and recommendation of providers for the Contracting/Vendor Pay Agent & Employer of Record Services 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.G. Evaluation and Scoring. Staff may arrange site visits with the applicants to confirm the information stated in the proposals.
3. Upon completion of the proposal review process, recommendations for selecting providers will be strictly based on the aggregate scores of the Review Panel.

4. Authority to execute contracts will be given by the Alameda County Board of Supervisors following selection and award of funding by 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. J. Bid Protest and Appeals Process of this RFP document.

F. 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. Each proposal will be given a score between 0 and 100.

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.

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(s) 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><u>Completeness of Response:</u> 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. Responses that are rated a Fail and are not considered will be returned.</p> | Pass/Fail |
| B | <p><u>Debarment and Suspension:</u> 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><u>Administrative/Organizational Capacity: 25 Available Points</u> Bidder demonstrates the ability to manage and maintain fiscal records, including experience with federal funds and cost allocation. Bidder has adequate and qualified project staff. Bidder has capacity to track required deliverables and generate required reports.</p> | 25 points |
| D | <p><u>Demonstrated Performance/Ability: 35 Available Points</u> Bidder has the knowledge and ability to perform Contracting/Vendor Pay Agent and Employer of Record Services. The proposal successfully addresses each of the services required by this RFP, including ITAs, OJTs, ETPL maintenance, goods & services contracts, and employer of record services. Bidder has past experience/expertise in providing Contracting/Vendor Pay Agent and Employer of Record Services.</p> | 35 Points |

| | | |
|---------------------|--|------------|
| E | <p><u>Budget Proposal/Fiscal Management: 35 Available Points</u></p> <p>Bidder has a project operational budget sufficient to support the proposed activities.</p> <p>Proposal successfully describes the fiscal management experience and the fiscal controls that will be used.</p> <p>Bidder’s budget demonstrates sufficient understanding of WIOA cost definitions and cost reimbursement contracts.</p> | 35 Points |
| F | <p><u>References/Previous Contract Experience:</u></p> <p>References for similar projects have been provided and the County was able to speak with a minimum of three (3) references in order to verify.</p> | 5 Points |
| Total Points | | 100 |

G. PROPOSAL REVIEW PANEL

A preliminary review will be conducted by WDB 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.

H. CONTRACT AWARD PROCESS

Once the RFP Review Panel has evaluated all qualifying proposals, ACWDB will make a funding decision and take action to select the successful bidder(s). All bidders will receive written notification of the contract award recommendation by ACWDB staff. Notification will be provided via e-mail and United States Postal Service. The document providing this notification is the Notice of Intent to Award/Non-Award and will provide the name(s) of the bidder(s) being recommended for contract award and the names of the 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 Alameda County Board of Supervisors, who approves and executes all contracts for the ACWDB.

Contracts will commence July 1, 2022 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 any WIOA authorization changes that impact this procurement. The ACWDB must formally approve the subsequent annual awards.

I. BID PROTEST/APPEAL PROCESS

The County prides itself on the establishment of fair and competitive contracting procedures and the commitment made for following those procedures. The following is provided in the event that bidders wish to protest the bid process or appeal the recommendation to award a contract for this project 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 County.

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 94612, 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 the 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 issue 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 or not 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 result 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 Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak Street, Room 249, Oakland, CA 94612, and Fax: (510) 272-6502. 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 Auditor-Controller's OCC 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.
 - 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 OCC will not re-judge the proposal(s). The appeal to the OCC 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 OCC 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 decision of the Auditor-Controller's OCC is the final step of the appeal process. A copy of the decision of the Auditor-Controller's OCC will be furnished to the protester, the bidder whose bid is the subject of the bid protest, and all bidders affected by the decision.
1. The County will complete the bid protest/appeal procedures set forth in this paragraph before a final recommendation to award the Contract is considered by the Alameda County Board of Supervisors.
 2. 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.

J. CONTRACT EVALUATION AND ASSESSMENT

During the initial 60-day period of any contract that may be awarded to 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 whether:

1. Contractor has complied with all terms of this RFP; and
2. 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 Proposal Review Panel and will be ranked in accordance with the RFP section entitled "Proposal Review Panel."
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 ACWDB and attains the highest overall point score. Award may not necessarily be made to the bidder with the lowest cost.
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 to a single contractor or multiple contractors.
5. ACWDB has the right to decline to award this contract or any part thereof for any reason.
6. ACWDB and 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 awardees prior to Board approval.
8. 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 three additional one-year terms at agreed prices with all other terms and conditions remaining the same.

3. The initial contract will include the PY 2022-2023 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, state, or mandates. Awards will be dependent upon continuance of enabling legislation (Workforce Innovation and Opportunity Act) and fund availability for the Alameda County Workforce Local Development Area.

C. METHOD OF ORDERING

1. A written Purchase Order (PO) and signed contract will be issue upon ACWDB and Alameda 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

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 documentation of current fiscal and compliance audits, as required by law.
3. Provide Articles of Incorporation and evidence of current corporate status, as filed with the Secretary of State.
4. Be an Affirmative/Equal Opportunity Employer. If selected for funding, the lead agency and any collaborative partner agencies will be required to meet EEO requirements.
5. Be in compliance with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA).
6. Ensure that reports and/or documents contain correct information.
7. 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 and 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.
8. Comply with requirements for lobbying, debarment, and drug-free workplace certification.
 9. Address the County's Language Access requirements.

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. 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 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.

- 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.
- 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 dollars may be visited at any time by the ACWDB staff, County officials, and officials from the 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 #F2001**). 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 Small Local and Emerging Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business (es) or subcontract a minimum 20% with a certified small or emerging local business (es).
- 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. Small and/or Emerging Local Business 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 Small Local Emerging Business 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 Street, Room 249, Oakland, CA 94612
Tel: (510) 891-5500, Fax: (510) 272-6502 or via
E-mail at ACSLEBcompliance@acgov.org.

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 for 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.

ATTACHMENT NO. 1

**BID RESPONSE PACKET
CONTRACTING/VENDOR PAY AGENT & EMPLOYER OF RECORD SERVICES
(SEPARATE FILE)**

ATTACHMENT NO. 2

Standard Services Agreement Template

Statement of Work

Budget Template

Minimum Insurance Requirements for Community Colleges/Adult Schools

Minimum Insurance Requirements for Nonprofits

Audit Requirements

Exhibit E - This Page Intentionally Omitted

Debarment Suspension Certification

General Conditions/Special Conditions WIOA (Youth)

Certification Regarding Lobbying

Attachment A - This Page Intentionally Omitted

Language Access Requirements

The Iran Contracting Act (ICA) of 2010