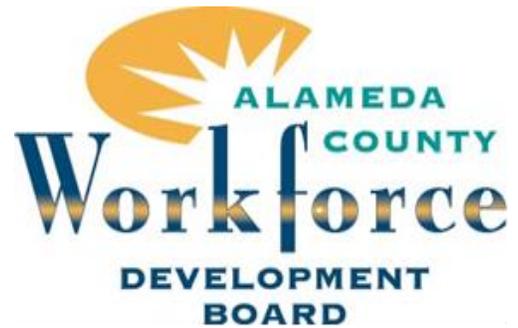


**Release Date: December 22, 2026**

**REQUEST FOR PROPOSAL**

**RFP No. CVPER 2026**



**WORKFORCE INNOVATION AND OPPORTUNITY ACT  
CONTRACTING/VENDOR PAY AGENT & EMPLOYER OF RECORD SERVICES**

**DEADLINE TO APPLY:  
JANUARY 30, 2026, BY 5:00 PM PST**

***EQUAL OPPORTUNITY / EQUAL ACCESS***

*This ACWDB/WIOA Title I financially assisted program or activity is an Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities.*

**ALAMEDA COUNTY WORKFORCE DEVELOPMENT BOARD**  
**REQUEST FOR PROPOSAL**  
**SPECIFICATIONS, TERMS, AND CONDITIONS**  
**FOR**  
**CONTRACTING/VENDOR PAY AGENT & EMPLOYER OF RECORD SERVICES**

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## I. OVERVIEW OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

The WIOA of 2014 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 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. WIOA aims to be customer-focused by meeting both the needs of businesses and skilled workers, in assisting job seekers with easily accessing information and services needed to begin and manage their careers.

The Alameda County Workforce Development Board (ACWDB) is responsible for developing and maintaining a workforce development system under and in alignment with the WIOA in the local workforce area. The Alameda County Local Workforce Development Area (Local Area), which is a state-designated area, includes all of Alameda County outside the city of Oakland. In addition to legislated responsibilities under WIOA, ACWDB plays a major role in convening, engaging with various partners, staying apprised of a variety of key state, local, and regional initiatives, and developing non-WIOA grant resources that add value in the local area.

For reference and additional information about WIOA please see the resources below:

Workforce Innovation and Opportunity Act Information (WIOA)	<a href="http://www.doleta.gov">http://www.doleta.gov</a>
California WIOA	<a href="https://edd.ca.gov/en/jobs_and_training/">https://edd.ca.gov/en/jobs_and_training/</a>
Employment Development Department	<a href="http://www.edd.ca.gov/">http://www.edd.ca.gov/</a>
EASTBAY Works	<a href="http://www.eastbayworks.com/">http://www.eastbayworks.com/</a>
Alameda County Workforce Development Board	<a href="http://www.acwdb.org">http://www.acwdb.org</a>

## II. REQUEST FOR PROPOSAL SUMMARY

ACWDB is requesting proposals for the in-person and virtual delivery of employment and training services under the WIOA Title I program in the Alameda County local workforce area, outside the city of Oakland. Under this Request for Proposal (RFP), ACWDB seeks responses from experienced organizations with the capacity to provide Contracting/Vendor Pay Agent and Employer of Record Services.

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.

ACWDB is an active member of EASTBAY Works and East Bay Regional Planning Unit (EBRPU), a regional partnership and collaboration among the Workforce Development Boards (WDB) of Alameda County, Contra Costa County, and the cities of Oakland and Richmond. These four WDBs collaborate to advance joint regional projects that create economic opportunity in the East Bay. In an effort to streamline processes, reduce duplication, and manage similar services within the EASTBAY Works region, ACWDB may coordinate the release and review of this RFP with its EASTBAY Works WDB partners.

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 [ACWDB@acgov.org](mailto:ACWDB@acgov.org). This RFP is available on the [ACWDB website](#).

### III. CALENDAR OF EVENTS

<u>Event</u>	<u>Date/Location</u>
RFP Released to the Public	December 22, 2025
Bidders' Conferences (virtual)	<p><b>Session 1: January 8, 2026</b> 10:00 am – 12:00 PM <b>Must register in advance:</b> <a href="https://events.gcc.teams.microsoft.com/event/8b5b51fc-cc3f-4cfc-b4e9-b554f257dd7a@32fdff2c-f86e-4ba3-a47d-6a44a7f45a64">https://events.gcc.teams.microsoft.com/event/8b5b51fc-cc3f-4cfc-b4e9-b554f257dd7a@32fdff2c-f86e-4ba3-a47d-6a44a7f45a64</a></p> <p><b>Session 2: January 8, 2026</b> 2:00 pm – 4:00 pm <b>Must register in advance:</b> <a href="https://events.gcc.teams.microsoft.com/event/cd5f80ec-c71c-4fd9-a37e-c04ae8f56d32@32fdff2c-f86e-4ba3-a47d-6a44a7f45a64">https://events.gcc.teams.microsoft.com/event/cd5f80ec-c71c-4fd9-a37e-c04ae8f56d32@32fdff2c-f86e-4ba3-a47d-6a44a7f45a64</a></p>
Written Questions Due	January 9, 2026 <b>by</b> 5:00 p.m. to <a href="mailto:ACWDB@acgov.org">ACWDB@acgov.org</a>
Q&A Posted	January 15, 2026
Bid Proposals Due	<b>Two (2) Original copies in office:</b> January 30, 2026 by 5:00PM
Evaluation Period	February 2026
Funding Recommendations presented to the ACWDB Executive Committee	February 2026
ACWDB Approval	March 2026
Board of Supervisors Approval	March-June 2026
Contract Start Date	July 1, 2026

Note: Dates are subject to change.

#### **IV. 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 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 initial 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, 2026 and end on June 30, 2027. 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**

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 training providers, 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 up to **eight (8)** 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

**D. COORDINATION OF SERVICES**

ACWDB undertakes efforts to support an integrated workforce system that is flexible, seamless, and responsible to the needs of both job seekers and employers. The role of the ACWDB is to advance the economic vitality of the Alameda County Local Area by developing and maintaining a high-quality workforce that is responsive to the local economic conditions. Developing and maintaining a high-quality workforce will be accomplished through the delivery of integrated workforce services, education, apprenticeships, and career/technical certificated training.

In order to advance the goals of the ACWDB Local Plan, the Contracting/Vendor Pay Agent & Employer of Record Service Provider will work collaboratively with ACWDB staff and its contracted direct program service providers, including WIOA Adult/Dislocated Worker service providers and WIOA Youth service providers. The Contracting/Vendor Pay Agent & Employer of Record Service Provider will also work in collaboration with the ACWDB Business Services Unit, employers, organizations that provide supportive services, adult schools, the community colleges, and other higher education partners, in their efforts to increase training and educational capacity and opportunities in order to promote an integrated workforce system.

**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;

**V. 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. 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, **preferably via e-mail**, by 5:00 p.m. on January 9, 2026 to:

Alameda County Workforce Development Board  
24100 Amador Street, 6<sup>th</sup> Floor  
Hayward, CA 94544  
**E-Mail: [ACWDB@acgov.org](mailto:ACWDB@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](http://www.acwdb.org) and/or General Services Administration website: <https://gsa.acgov.org/do-business-with-us/contracting-opportunities/>

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. REQUESTING AN RFP PACKET**

To obtain an RFP packet and accompanying documents, please visit: [www.acwdb.org/doing-business-with-us/](http://www.acwdb.org/doing-business-with-us/)

If you have any issues accessing the RFP documents, please contact:

**Alex Cheung, Specialist Clerk**  
Alex.Cheung@acgov.org

**C. BIDDERS CONFERENCE**

Bidders Virtual 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 Bidders Virtual Conference is **highly encouraged**. Vendors who attend the bidder's conference will be added to the Vendor Bid List and made available by the Q&A/Addendum Posted date of January 15, 2026 as stated in the Calendar of Events.

**D. SUBMITTAL OF BIDS**

1. All bids must be **received in office** no later than 5:00 p.m. on January 30, 2026 as specified in the Calendar of Events. Bidders are to submit **two (2)** original hard copy bids, signed with **Wet/BLUE ink**. The original proposals are to be clearly marked, printed on plain white paper, and must be loose leaf (**NOT** bound).

NOTE: LATE BIDS CANNOT BE ACCEPTED.

Bids are to be hand-delivered to:

Alameda County Workforce Development Board  
Attn: Jennifer Mitchell  
24100 Amador Street, 6<sup>th</sup> Floor  
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.

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.*).

**E. RESPONSE FORMAT**

1. The proposal (two original copies) must meet the deadline for submittal, i.e., no later than 5:00 p.m., Monday, January 30, 2026. **No late proposals will be accepted.**

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: ***Contracting/Vendor Pay Agent & Employer of Record***
2. The proposal must comply with the provisions of the Request for Proposals and all its instructions.
  3. Bid responses are to be straightforward, clear, concise, and specific to the information requested.
  4. For bids to be considered complete, bidder must provide all information requested.
  5. The proposal budget must reflect actual costs. The costs that will be covered for funding are those associated with providing program services.
  6. 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.
  7. Proposals will be reviewed as initially submitted. No changes, additions, or re-submissions will be accepted after the initial deadline for submission.
  8. 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.

**F. PROPOSAL REVIEW AND GRANT AWARD PROCESS OVERVIEW**

The evaluation and scoring of proposals and the recommendation of a provider for the CVPER 2026 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 V.G, Evaluation and Scoring. Staff

may arrange site visits with the bidders to confirm the information stated in the proposals. Bidders may have the opportunity to be interviewed by the Review Panel prior to final scoring if the review panel finds it necessary.

3. 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 Executive Committee for approval. Bidders have the right to address the Executive Committee at the public meeting when these recommendations are presented.
4. The final provider selection and funding allocation recommendations 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.
5. 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 V.J, (Bid Protest/Appeals Process) of this RFP document.

#### **G. 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 references provided. 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 by the panel. Additional points may be given based on Local organization confirmation documentation at the time of bid and/or Small, Local, Emerging, Business Certification, as determined by Alameda County. For more information, visit [Small, Local and Emerging Business \(SLEB\) Program - Alameda County](#).**

**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 contract(s) to the bidder(s) 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 granted by panelists for any project is one hundred (100) points. The Evaluation Criteria and their respective scores are as follows:

	Evaluation Criteria	Score
A	<p><b>Completeness of Response:</b> 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 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><b>Debarment and Suspension:</b> Bidders, its principal and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at <a href="http://www.sam.gov">www.sam.gov</a>.</p>	Pass/Fail
C	<p><b>References/Previous Contract Experience:</b> 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><b>Administrative/Organizational Capacity: 25 Available Points</b> 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>	10 Points 10 Points 5 Points
E	<p><b>Demonstrated Performance/Ability: 40 Available Points</b> 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 &amp; services contracts, and employer of record services. Bidder has past experience/expertise in providing Contracting/Vendor Pay Agent and Employer of Record Services.</p>	10 Points 20 Points 10 Points
F	<p><b>Budget Proposal/Fiscal Management: 35 Available Points</b> Bidder has a project operational budget sufficient to support the proposed activities. Proposal successfully describes the fiscal management experience and the fiscal controls that will be used. Bidder's budget demonstrates sufficient understanding of WIOA cost definitions and cost reimbursement contracts.</p>	10 Points 15 Points 10 Points
	Total	100 Points
	<b><i>Bidders will receive an additional 5% preference if they are a local business with requested verification, and an additional 5% if they are approved as a Small and Local Emerging Business (SLEB) at the time of the bid.</i></b>	

## H. 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.

## I. CONTRACT AWARD PROCESS

ACWDB staff will present funding recommendations to ACWDB for approval. Funding recommendations will include aggregate scores for received proposals. Bidders will be allowed a total of three (3) minutes during the public comment period 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 attend the public meeting 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.

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, 2026 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.

**J. BID PROTEST/APPEAL PROCESS**

The County and ACWDB pride themselves on the establishment of fair and competitive contracting procedures and the commitment made to 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 ACWDB.

1. Bid protest must be based on one or both of the following:
  - a. The action of the ACWDB is at variance with the law.
  - 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 946109, Fax: (510) 839-0748, before 5:00 p.m. of the **FIFTH (5<sup>th</sup>)** 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 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 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, 6<sup>th</sup> 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 J 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.

**K. 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.

**VI. 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 to 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 2026-2027 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 Investment Opportunity Act.

**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 WIOA 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; and
- 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; 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 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**

- a. **Small and Emerging Locally Owned Business:** The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services.
- b. As a result of the County's commitment to advancing the economic opportunities of these businesses, **Bidders must meet the County's Small and Emerging Locally Owned Business requirements in order to be**

**considered for the contract award.** These requirements can be found online at:

(1) **[Alameda County SLEB Program Overview](http://acgov.org/auditor/sleb/overview.htm)**

[\[http://acgov.org/auditor/sleb/overview.htm\]](http://acgov.org/auditor/sleb/overview.htm); and

(2) **[Alameda County SLEB Program Additional Information](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/)**

[\[https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/\]](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/)

- c. For purposes of this procurement, applicable industries include, but are not limited to, the following North American Industry Classification System (NAICS) Code(s): 611710, 624190, 611430, 624310.
- d. **EXEMPT FROM SLEB:** *The following entities are exempt from the Small and Emerging Local Business (SLEB) requirements as described above and are not required to subcontract with a SLEB:*
- i. non-profit community based organizations (CBO) that are providing services on behalf of the County directly to County clients/residents;
  - ii. non-profit churches or non-profit religious organizations (NPO);
  - iii. public schools; and universities; and
  - iv. government agencies.
- e. A small business is defined by the United States Small Business Administration (SBA) as having no more than the number of employees or average annual gross receipts over the last three years required per SBA standards based on the small business's appropriate NAICS code.
- f. An emerging business is defined by the County as having either annual gross receipts of less than one-half that of a small business OR having less than one-half the number of employees AND that has been in business less than five years.
- g. If a Bidder is certified by the County as either a small and local or an emerging and local business (SLEB), the County will provide up to 5% bid preference for procurements over \$25,000.
- h. The maximum bid preference will be up to and no more than \$150,000 per California Code, Public Contract Code – PCC § 2002(a)(1) and 2003 (a)(1)(A) and (B). *For example, if the bid price is \$3,000,000 and under, then the bid preference is 5% of the bid price. If the bid price is over*

*\$3,000,000, the preference will not exceed \$150,000. This is for public work/construction ONLY.*

- i. If a Bidder is located within Alameda County, the County may provide a 5% local bid preference.

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](mailto:ACSLEBcompliance@acgov.org).

- j. **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 ACWDB@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 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.

## **ATTACHMENT NO. 1**

### **BID RESPONSE PACKET**

**Contracting/Vendor Pay Agent & Employer of Record Services  
(Separate file)**

Documents are available online at: <https://acwdb.org/doing-business-with-us/>

## ATTACHMENT NO. 2

### CONTAINS THE FOLLOWING DOCUMENTS: (Separate file)

2A - [Standard Services Agreement Template](#)

2B - Statement of Work

2C - Minimum Insurance Requirements

2D - Audit

2E - Exhibit E-This Page Intentionally Omitted

2F - General Conditions/Special Conditions-WIOA

2G - [Alameda County SLEB Program Overview](#)

[\[http://acgov.org/auditor/sleb/overview.htm\]](http://acgov.org/auditor/sleb/overview.htm)

2G1 - [Alameda County SLEB Program Additional Information](#)

[\[https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/\]](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/)

Attachment A – This Page Intentionally Omitted

Attachment B - Language Access Requirements

Attachment C – Confidentiality – Contract Provisions

Documents are available online at: <https://acwdb.org/doing-business-with-us/>