

COUNTY OF SAN BERNARDINO
WORKFORCE INVESTMENT BOARD

REQUEST FOR PROPOSALS
FOR
SUMMER YOUTH EMPLOYMENT
PROGRAMS



Administered by:

DEPARTMENT OF WORKFORCE DEVELOPMENT
215 North D Street, Suite #301
San Bernardino, CA 92415-0046
(909) 387-9862
Sandra Harmsen, Director

Funded by Title I of the Workforce Investment Act of 1998

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I. INTRODUCTION

A. Purpose

The County of San Bernardino through its Local Workforce Investment Board (LWIB) Youth Council is seeking proposals from interested and qualified community-based organizations, labor organizations, state approved apprenticeship programs, and public/private educational institutions, hereinafter referred to as "Contractor", to conduct a five-month Summer Youth Employment Program, hereinafter referred to as "SYEP" providing youth services as allowed under Title I of the Workforce Investment Act (WIA). The County of San Bernardino, hereinafter referred to as the "County," through the Department of Workforce Development (WDD) is the designated entity that will be administering the WIA youth funds through a contractual agreement with the selected proposer(s).

B. Minimum Contractor Requirements

Contractors must:

1. Have no record of unsatisfactory performance. Contractors who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Contractor, shall be presumed to be unable to meet this requirement.
2. Have the ability to fulfill contract requirements, including the indemnification and insurance requirements.
3. Have the ability to maintain adequate files and records and meet reporting requirements.
4. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
5. Have experience providing training/employment programs to youth.
6. Meet other presentation and participation requirements listed in this RFP.

C. Mandatory Proposal Conference

A proposal conference will be held at the Department of Workforce Development, San Bernardino Employment Resource Center, 658 E. Brier Street, Suite #100, San Bernardino, in the Large Meeting/Conference Room, at 1:00 p.m. on February 2, 2010.

Attendance at the conference is mandatory.

D. Correspondence

All correspondence, including proposals, is to be submitted to:

County of San Bernardino
Department of Workforce Development
ATTN: Contracts and Fiscal Unit (RFP WDD PY 09/10-03)
215 North D Street, Suite #301
San Bernardino, CA 92415-0046

Miguel McQueen, (909) 387-9885, mmcqueen@wdd.sbcounty.gov

During the proposal and evaluation process, the individual identified above is the sole contact point for any inquiries or information relating to this Request for Proposals (RFP). Only if authorized by the County's contact, may other County staff provide information. Any violation of this procedure may be grounds for disqualification of the Contractor. It is the responsibility of the Contractor to ensure that the proposal arrives in a timely manner.

E. Proposal Submission Deadline

All proposals must be received at the address listed in Paragraph D of this Section no later than 5:00 p.m. on Thursday, March 4, 2010. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late proposals will not be considered.

II. PROCUREMENT TIMELINE

- | | |
|--|---|
| A. Mandatory Proposal Conference | 1:00 PM, Tuesday February 2, 2010 |
| B. Deadline for submission of questions | 4:00 PM, Friday, February 12, 2010 |
| C. Posting of questions and answers | Tuesday, February 16, 2010 |
| D. Deadline for proposals | 5:00 PM, Thursday, March 4, 2010 |
| E. Tentative date for Mailing Award/Denial Letters | Tuesday, April 6, 2010 |
| F. Tentative date for awarding of Contract(s) | Tuesday, April 27, 2010 |
| G. Tentative start date for Contract(s) | May 1, 2010 |

III. PROPOSAL CONDITIONS

A. Contingencies

Funding for this program is contingent on state, federal, and local funding. This RFP does not commit the County to award a Contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Contractors, in writing, if the County rejects all proposals.

B. Modifications

The County has the right to issue addenda or amendments to this RFP. The County also reserves the right to terminate this procurement process at any time with or without cause.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this proposal. **It is the Contractor's responsibility to ensure that its proposal arrives on or before the specified time.** All proposals and materials submitted become the property of the County. All proposals shall be submitted in the name of the entity with legal authority to execute the contract should it be awarded.

D. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting contract, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Contractor may be terminated from the RFP process or in the event a contract has been awarded, the contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

E. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request and Contractor agrees that all costs incurred in developing this proposal are the Contractor's responsibility.

F. Proposal Confidentiality

Contractors should be aware that proposals are subject to the California Public Records Act (Government Code, §6250, et seq). If any proposal contains trade secrets or other information, which is proprietary by law, the Contractor must notify the County of its request to keep that information confidential.

The request to keep proprietary information confidential must be made in writing and attached to the envelope or other medium used to submit the proposal. The confidential or proprietary information shall be readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the response.

The County will review the request and notify the Contractor in writing of its decision as to whether confidentiality can be maintained under law. If confidentiality cannot be maintained, the Contractor has the option of withdrawing the proposal or advising the County of its understanding that this information will become public record. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

In the event a public records request is made for information designated by the Contractor as confidential or proprietary and if the County has made a determination as to the confidential or proprietary nature of the information, the County will notify the Contractor of the request. The Contractor will have an opportunity at its own expense to seek a determination from the appropriate court as to the disclosure or non-disclosure of the information.

G. Negotiations

The County may require the potential Contractor(s) selected to participate in negotiations, and to submit revisions to pricing, technical information and/or other items from their proposal(s) as may result from these negotiations.

H. Level of Service

For any contract awarded as a result of this RFP, no minimum or maximum number of referrals can be guaranteed by the County.

I. Acceptance or Rejection of Proposals

Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening and up to the end of the agreement period. The County reserves the right to reject any or all proposals.

The County realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the County. While cost may not be the primary factor in the evaluation process, it is an important factor.

J. Local Preference

The County of San Bernardino has adopted a preference for vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods or supplies.

For purposes of the application of the local preference policy (County Policy 11-12), "principal place of business" is defined as the vendor's main office (or headquarters) or a

major regional office. A “major regional office” is defined as a business location apart from the vendor’s main office (or headquarters) which:

- Has been issued a business license, if required, and has been established and open for a minimum of six (6) months prior to the date that the approval authority authorizes the circulation of an LOS/RFQ/Quote for any contract, agreement, or purchase order to which it responds; and
- Can demonstrate on-going business activity in the field of endeavor on which the Contractor is proposing, from that office during the preceding six (6) months; and
- Has a minimum of twenty-five percent (25%) of the vendor’s full time management employees and twenty-five percent (25%) of its full-time regular employees working from the San Bernardino County location(s).

The County’s Local Preference Policy means for example, if two Contractors are responding to this RFP and if quality, service and ability to meet the County’s needs are equal, County staff must determine if one of the Contractors is a local vendor. If one of the Contractors is a local vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other vendor’s quoted price or cost, unless it is determined that an exemption applies, staff should recommend the local vendor for the contract award.

K. Formal Agreement

Contractor will be required to enter into a formal agreement with the County. In submitting a response to this RFP, Contractor will be deemed to have agreed to each clause unless the proposal identifies an objection and County agrees to a change of language in writing. All objections to any provisions of the final contract should be listed as an Attachment E – Exceptions to RFP/Sample Contract. The County is under no obligation to agree to any or all of such proposed changes.

L. Final Authority

The final authority to award contracts as a result of this RFP rests solely with the County of San Bernardino Board of Supervisors.

M. Electronic Funds Transfer Program

The Contractor shall accept all payments from the County via electronic funds transfer (EFT) directly deposited into the Consultant’s designated checking or other bank account. The Consultant shall promptly comply with directions and accurately complete forms provided by the County required to process EFT payments.

IV. PROGRAM DESCRIPTION/REQUIREMENTS

A. Definitions

1. Assessment – Assessment includes a review of educational skill levels, occupational skills, prior work experience, employability, interest, aptitudes (including interest in non-traditional jobs), and supportive service needs.
2. At-Risk of Dropping Out (High School) – A youth who meets one or more of the following criteria:
 - a) Two grades below his/her age group
 - b) Is a formal referral by a school counselor, probation officer or other agent documenting chronic attendance problems, or other indicators of a high potential to drop out that have been adopted by the Local Education Agency (LEA) as criteria for identifying potential dropouts.

- c) Is on their school's D and F list, or has failing grades as evidenced by a report card, and
 - d) Did not pass the California High School Exit Exam (CAHSEE).
3. Barriers to Employment – Any demonstrable characteristic(s) of a person that has served to limit, hinder or prohibit that person's opportunities for employment and/or promotion. Examples of barriers to employment for youth are: limited English language proficiency, teenage parenting, individuals with disabilities, substance abuse, homelessness, basic skills deficiency, welfare assisted youth.
4. Basic Literacy/Numeracy Skills Deficient – An out-of-school youth that computes or solves problems, reads, writes or speaks English at or below literacy/numeracy level 6 (new EFL) or level 4 (old EFL) as determined by the required assessment tools. Refer to TEGL 17-05c1 at the DOL website, <http://wdr.doleta.gov/directives/attach/TEGL/TEGL17-05c1.pdf>
5. Basic Skills Deficient – An in-school youth that has English reading, writing, or computing skills at or below the 8th grade level (8.9) on a standardized test.
6. Career Ladders – The San Bernardino County Career Ladders were established by the Local Workforce Investment Board to provide demand occupations and career paths within San Bernardino County that will lead County residents to self-sufficiency. Career Ladders are based on current local Labor Market Information (LMI) obtained from the Employment Development Department (EDD) and local LMI entities. The sectors are:
- a) Transportation/Logistics - Is the management and movement of the flow of goods, information and other resources, including energy and people between the point of origin and the point of consumption in order to meet requirements of consumers. Logistics involves the integration of information, transportation, inventory, warehousing, material-handling and packaging, and occasionally security.
 - b) Health Care - Refers to the treatment and management of illness and the preservation of health through services offered by the medical, dental, complementary and alternative medicine, pharmaceutical, clinical laboratory sciences (in vitro diagnostics), nursing, and allied health professions. Health care embraces all the goods and services designed to promote health, including preventive, curative and palliative interventions, whether directed to individuals or to populations.
 - c) Manufacturing – Refers to a range of human activity, from handcraft to high tech, but is most commonly applied to industrial production, in which raw materials are transformed into finished goods on a large scale. Such finished goods may be used for manufacturing other more complex products.
 - d) Aviation/Aerospace Industry - Refers to activities involving inspection, performance or supervisory maintenance, preventive maintenance, and the alteration of aircraft and aircraft systems. In the U.S., Aircraft Maintenance Technicians usually refer to themselves as A & P's for Airframe and Power Plant Mechanics.
 - e) Green Technologies - Is the application of the environmental sciences to conserve the natural environment and resources, and to curb the negative impacts of human involvement. Sustainable development is the core of environmental technologies. When applying sustainable development as a solution for environmental issues, the solutions need to be socially equitable, economically viable, and environmentally sound. Examples of such technologies include: solar PV

retrofitting, solar thermal improvements and/or weatherization improvements, water reclamation and treatment, and wind technologies.

7. Case Management – Refers to the provision of a client-centered approach in the delivery of all encompassing, customized services. This is an activity used to document the general coordination of all other youth services.
8. Collaborative – A mutually beneficial and well-defined relationship entered into by organizations to achieve common goals. The relationship includes a commitment to mutual relationships and goals, jointly developed structure and responsibility, mutual authority and accountability for success and sharing of resources.
9. Contract – The document executed by the Chairman of the Board of Supervisors, on behalf of the County of San Bernardino, and the contractor which creates a legally binding agreement for the performance of certain services by contractor for compensation paid by the County.
10. Contractor – A proposer that is awarded a contract by the County of San Bernardino Board of Supervisors to provide a WIA Youth Program pursuant to this RFP.
11. Department of Workforce Development (WDD) – The County of San Bernardino Department of Workforce Development that administers and operates programs under the Workforce Investment Act of 1998.
12. EEOP Guidelines – Extensive description of state and federal civil rights requirements and what constitutes an EEOP (samples, forms, etc.). The document was prepared to assist contractors in ensuring nondiscrimination and in the development, implementation, and/or improvement of their EEOP for compliance with the law.
13. Eligibility Determination – The process of gathering and analyzing data to determine whether an applicant meets the criteria, which would allow him/her to participate in the program. Examples of WIA eligibility criteria are found in 20 CFR Sections 664.200, 664.20, and 664.250.
14. Enrollment – All youth eligible for WIA services must be enrolled into the WIA youth Program in order to receive services. At the point of enrollment, participants are counted for performance measurement purposes.
15. Equal Employment Opportunity Plan (EEOP) – A comprehensive plan that analyzes the agency's workforce and all agency employment practices to determine their impact on the basis of ethnicity and gender.
16. Exit – A participant completing services, or who has a termination date within the quarter and has not received any WIA services for 90 days, and no future services scheduled. A WIA Exit form must be completed.
17. Formalized Agreement – A formal agreement between two agencies that specifies the responsibilities of each agency in implementing the project.
18. Individual Service Strategy (ISS) – An individual plan that identifies the youth's educational and employment goals. The ISS is a living document and must be updated as needed. Updates may include further discussions of education and employment strategies, training options and training information, barriers to education and/or employment and the supportive services or other services needed to overcome the barriers.
19. In-School Youth – Attending high school, the individual is not a high school graduate (or equivalent) and is attending any school (including elementary, intermediate, junior

high school, secondary or postsecondary, or an alternative school or program whether full or part-time), or is between school terms and intends to return to school.

20. Job Placement – Services provided to assist a youth in obtaining a specific placement in unsubsidized employment.
21. Job Search Techniques – The provision of instruction and support to a participant to give the participant skills in acquiring full time employment. The services provided may include, but are not limited to: resume writing, interviewing skills, labor market guidance, telephone techniques, information on job openings, job acquisition strategies, the provision of office space and supplies for the job search.
22. LWIB or WIB – The San Bernardino County Local Workforce Investment Board.
23. Objectives – A set of quantifiable projections to be carried out in order to accomplish the program goals.
24. Offender – An individual (adult or juvenile) who: (1) Is or has been subject to any state of the criminal justice process, for whom services under WIA may be beneficial, or (2) Requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.
25. Out-of-School Youth – An eligible youth who is a (high) school dropout, or an eligible youth who has received a secondary school diploma or its equivalent, but is basic skills deficient, unemployed or underemployed. This definition includes: Youth who are not attending high school or those who have been dropped from school enrollment; Youth who have completed secondary school (either attaining a high school diploma or GED) and are basic skills deficient, under-employed or unemployed; or high school graduate attending postsecondary education but is basic skills deficient.
26. Participant – Any youth that is eligible and accepted into a WIA youth Program provided by the County through a qualified proposer.
27. Performance Measure – Represents the core measures of performance for employment and training activities.
28. Poor Work History – Individual has not worked full-time in unsubsidized employment for more than 13 consecutive weeks in the last 12 calendar months or has a sporadic work history.
29. Post-Secondary Education – Postsecondary education is a program at an accredited degree-granting institution that leads to an academic degree (e.g., AA, AS, BA, BS). Does not include programs offered by degree-granting institutions that do not lead to an academic degree.
30. Pregnant or Parenting Youth – An individual under 22 years of age who is pregnant, or a youth (male or female) that provides custodial care for a minor child.
31. Request For Proposals (RFP) – A document is used to solicit a solution or solutions from potential Contractors for a specific problem or need. Although price is important, originality and effectiveness of the proposal, location, and the background of the Contractor are evaluated in addition to the proposed price.
32. Secondary School – The term “secondary school” has the meaning given the term in section 14101 of the Elementary and Secondary Education Act of 1965 (20 U.S.C.8801).
33. Supportive Services – Services such as transportation, child care, clothing/uniforms, work related tools or license/certification fees that are necessary to enable an

individual to participate in activities authorized under Title 1 of WIA and consistent with the provisions of the Act.

34. Underemployment – Underemployment means an individual who is working part time, but desires full time employment or who is working in employment not commensurate with the individual's demonstrated level of educational attainment.
35. Work Experience – Work experience is defined as a short-term and/or work assignment with an employer or private non-profit agency that is subsidized or unsubsidized and which provides an individual with the opportunity to acquire the skills and knowledge necessary to perform a job. Including appropriate work habits and behaviors, and is combined with classroom or other training. Includes internships and job shadowing.
36. Work Readiness Skills – Work Readiness Skills include world of work awareness, labor market knowledge, occupational information, values clarification and personal understanding, career planning and decision-making and job search techniques (resumes, applications, interviews, and follow-up letters).
37. Workforce Investment Act (WIA) – The national workforce preparation and employment system designed to meet the nation's needs for businesses, job seekers and individuals who want to further their careers. Title I of the legislation focuses on training and employment programs being administered at the local level where these needs are best understood. Title I WIA Youth allows for educational enhancement, occupational training, and employment preparation program services for youth ages 14 through 24. (Public law 105-220 – Aug. 7, 1998) <http://www.doleta.gov/usworkforce/wia/act.cfm>.

B. Background Information

County Policy 11-05 requires Board of Supervisors approval for services in excess of one hundred thousand dollars (\$100,000). WIA sets forth the framework for a national workforce preparation and employment system. Title I of WIA focuses on employment and training being administered at the local level where these needs are best understood. WDD is responsible for administering WIA programs for the County

C. Program Description

1. Program Objective: The purpose of this program is to provide summer youth work experience opportunities to WIA Title I eligible youth. Summer Employment Opportunities shall include paid work experience, as well as workshops and training in employability skills, work readiness and generic workplace requirements. Youth participating in paid work experience shall be paid "minimum" wage. Stipends may be used as a motivational incentive for youth to complete workshops, work readiness and /or other program elements. Stipends may not be used in lieu of minimum wage for paid work experience. The outcome of this activity is placement into unsubsidized employment.
2. Recruitment and Enrollment: Contractors are responsible for the recruitment and enrollment of eligible youth participants in accordance with the eligibility requirements detailed in section 3 of this part (below). Proposers must develop a detailed recruitment plan including outreach activities to recruit eligible youth. The intent of this RFP is to provide WIA service to youth who live in San Bernardino County (excluding City of San Bernardino). Eligibility determination and enrollment of all participants must be completed by June 30, 2010.

3. Participant Eligibility Determination: Under WIA, all youth must meet eligibility criteria and be determined eligible for the program prior to enrollment and receipt of WIA funded services. San Bernardino County WIA youth must:
 - a. Have the right to work in the United States; and
 - b. Reside in the County of San Bernardino excluding the City of San Bernardino; and
 - c. Be economically disadvantaged as determined by WIA regulations; and
 - d. Be age 14 through 21 at time of enrollment; and
 - e. Be registered for selective service (applies to males 18 and older); and
 - f. Have at least one of the following barriers to employment:
 1. Basic literacy/numeracy skills deficient;
 2. High School dropout;
 3. Homeless or runaway;
 4. Foster child;
 5. Pregnant or parenting;
 6. Offender;
 7. Individual who requires additional assistance to complete an educational program or to secure and hold employment. Our LWIA Youth Council has defined "requires additional assistance" as children in families that are receiving public assistance.

Contractors are responsible for initial determination of the WIA eligibility of all youth participants recruited to its program in addition to the collection and verification of all necessary eligibility source documents. The County will conduct the final eligibility determination for youth participants that includes the approval of the completed WIA application, verification of the information provided for the application and determination that the applicant meets the criteria required by 20 CFR Sections 664.200, 664.220, and 664.250.

4. Orientation: Contractors will provide all youth with a program orientation regarding the services that are available through WIA Title I youth programs and the summer youth employment program. This orientation will also include information regarding the services available through the County Employment Resource Centers. Youth will also be advised of their rights and responsibilities and appeal process. All youth will register in the San Bernardino County Department of Workforce Development website; also known as WIN or VOS, located at www.csb-win.org.
5. Individual Service Strategy (ISS): Contractors shall develop an ISS with each participant. The ISS shall identify primary educational and employment goals, describe the activities and appropriate services the youth will receive to achieve those goals. The ISS must be reviewed periodically with the participant to evaluate progress toward the achievement of the participant's employment goals.
6. Work Readiness: Training should include soft-skills, such as punctuality, attendance, dress and grooming, problem solving, effective communication skills, etc.
7. Pre and Post Assessment: Each participant must be given pre and post assessments (utilizing the same assessment tool) to determine the level of success in

achieving work readiness. The assessment tool utilized must be pre-approved by WDD at contract negotiations.

8. Duration of SYEP: Activities associated with the SYEP shall commence on or after May 1, 2010 and end no later than September 30, 2010 for the summer 2010 program. If funding is granted in the future for a WIA Summer Program, this RFP may be utilized for procurements up to and including the summer of 2012.
 9. Use of WIA Funds for Youth Activities: The main thrust of the WIA SYEP youth program is Work Readiness and Work Experiences for program participants. Congress has outlined specific purposes for WIA Youth Funds:
 - a. Provide paid work experiences for eligible youth enrolled.
 - b. Provide supportive services.
 - c. Provide work readiness training to all eligible youth enrolled.
- D. Program Design Features:
1. The contractor shall provide the following program components:
 - a. Outreach activities to recruit eligible youth;
 - b. WIA eligibility determination and documentation;
 - c. Submission of required eligibility and enrollment paperwork to WDD;
 - d. Program orientation for all interested youth;
 - e. Work Readiness Pre and Post Assessment of youth;
 - f. Work Readiness Training for all enrolled youth;
 - g. Work Experience opportunities for all enrolled youth;
 - h. Case management services for each enrolled youth.
 2. The contractor will work closely with the local County Employment Resource Centers (ERC) by providing ERC information to each Youth participant during orientation, assisting youth in using the County's WIN system and referring appropriate youth to the local ERC for services.

V. CONTRACT REQUIREMENTS

A. General

The Contractor(s) selected may be required to agree to the terms contained below. If the Contractor has any objections, these objections must be addressed in the RFP response to the County or the objections will be deemed to have been waived.

1. Representation of the County

In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of County of San Bernardino.

2. Contractor Primary Contact

The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify WDD when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days.

3. Change of Address

Contractor shall notify the County in writing of any change in mailing address within ten (10) days of the address change.

4. Contract Assignability

This contract is not assignable, either in whole or in part, without the prior written consent of the County.

5. Subcontracting

Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from the San Bernardino County WDD. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.

6. Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original of the Contract and approved by the required persons and organizations.

7. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge San Bernardino County WDD as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of the County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication. Contractor shall receive written permission from the County prior to publication of said training materials.

8. Attorney Fees

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Part B-1 Indemnification.

9. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State law, including Section 23-602

(Code of Conduct) of Chapter 23-600 of the CDSS Manual of Policies and Procedures. In the event that County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by County and such conflict may constitute grounds for termination of the Agreement.

This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

10. Confidentiality

Contractor shall be required to protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any customer. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract. This provision will remain in force even after the termination of the Contract.

11. Monthly Request for Reimbursement Claim

Projects shall submit a Request for Reimbursement Claim on a monthly basis. The information will be submitted on the form(s) supplied by the County and must include supporting documentation for all expenses being reimbursed from WIA funds. All claims are due on the tenth (10th) day of the following month. The contractor shall provide the County a completed taxpayer identification number and certification form prior to the submission of the first claim, if one is not currently on file with the Auditor-Controller's office. All claims must be submitted to the County of San Bernardino, WDD, 215 North D Street, Suite 301, San Bernardino, CA 92415-0046, Attn: Fiscal Unit. Delays in submitting these forms will result in the withholding of funds and may result in the termination of the contract award. The County shall release payment through the County Auditor-Controller approximately forty-five (45) days after the receipt of correctly completed documents.

12. Records

Contractor shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program. Said records shall be kept and maintained within the County of San Bernardino.

Records, should include, but are not limited to monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

13. Licenses and Permits

Contractor will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County and all other appropriate governmental agencies, and agree to maintain these licenses and permits in effect for the duration of

this Contract. Contractor will notify County immediately of loss or suspension of any such licenses and permits.

14. Health and Safety

Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where program services are provided under the terms of the Contract.

15. Department of Justice Clearance

Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license, which is required to have a DOJ clearance from the State of California, is sufficient proof.

16. Pro-Children Act of 1994

Contractor will comply with Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (20 U.S.C. §6081, et seq).

17. Environmental Regulations

EPA Regulations - If the amount available to Contractor under the Contract exceeds \$100,000, Contractor will agree to comply with the Clean Air Act (42 U.S.C. §7606), section 508 of the Clean Water Act (33 U.S.C. §1368), Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)] and the Environmental Protection Agency regulations (40 C.F.R. § 15).

State Energy Conservation Clause - Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Cal. Code Reg., tit. 20, §1401, et seq).

18. Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Government wide Debarment and Suspension (45 C.F.R., §76):

a. The Contractor certifies that it and any potential subcontractors:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at 45 C.F.R. §76.200) by any federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a) (2) of this certification;

4) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default;

b. Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall include an explanation in the proposal.

19. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (11-10), which requires Contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the County whenever practicable.

20. Americans with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA) (42 U.S.C. §12101, et seq).

21. Public Accessibility

Contractor shall ensure that services provided are accessible by public transportation.

22. Notification

In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract, notification will be made within one working day, in writing and by telephone to the County.

23. Electronic Fund Transfer

Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

24. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect

25. Termination for Convenience

The County for its convenience may terminate this agreement in whole or in part upon thirty (30) calendar day's written notice. Such adjustment shall provide for payment to the Contractor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

26. Venue

The venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District.

Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use

their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

27. Drug and Alcohol-Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this agreement, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- a. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- c. Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to a Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this agreement and any other agreement the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

B. Indemnification and Insurance Requirements

1. Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

2. Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

3. Waiver of Subrogation Rights

The Contractor shall require the carriers of the above-required coverages to waive all Contractors, and subcontractors. All general or auto liability insurance coverage

provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

4. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

5. Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

6. Proof of Coverage

The Contractor shall furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department(s) and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and all endorsements immediately upon request.

7. Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

8. Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of ten thousand dollars (\$10,000) shall be declared to and approved by Risk Management.

9. Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor(s)/Applicant(s) will be reduced to pay for County purchased insurance.

10. Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or

higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

11. Insurance Specifications

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract term the following types of insurance with limits as shown:

12. Workers' Compensation/Employers Liability

A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with two hundred and fifty thousand dollars (\$250,000) limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers Compensation Insurance.

13. Commercial/General Liability Insurance

The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Personal Injury.
- 5) Contractual liability.
- 6) \$2,000,000 general aggregate limit.

14. Automobile Liability Insurance

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

15. Umbrella Liability Insurance

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

16. Professional Services Requirements

Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits;

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits.

C. Right to Monitor and Audit

1. Right to Monitor

County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Agreement. Performance evaluation shall include, but will not be limited to, school sites visits, customer interviews, and review of program files and documentation. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.

Contractor shall cooperate with County in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by County.

2. Availability of Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, federal and state representatives for a period of three years after final payment under the Contract or until all pending County, state and federal audits are completed, whichever is later. Program data shall be retained locally (in the County) and made available upon request or turned over to County. If said records are not made available at the scheduled monitoring visit,

Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed fifty dollars (\$50) per hour (including travel time) and be deducted from the following month's claim for reimbursement.

Records of the Contractor, which do not pertain to the program, shall not be subject to audit unless provided for in another agreement.

3. Assistance by Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

4. Financial Statements/Audit Provisions:

Provide a copy of the most recent and complete audit and/or financial statements available for your organization. The financial statements shall be for a fiscal period not more than 18 months prior to the submission date for the proposal. If an audit is of a parent firm, the parent firm shall be party to any contract resulting from the proposal.

If audit and/or financial statements have never been prepared due to the size or newness of an organization, the Proposer must provide, at a minimum, an Organizational Budget, an Income Statement (or Profit and Loss Statement), and a Balance Sheet certified by an authorized representative of the organization.

Exempt from this requirement are individuals who are personally performing the contracted services and governmental agencies.

VI. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable federal, state, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from WDD Contracts Unit.

B. Civil Rights Compliance

The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with WDD Contracts Unit within 30 days of awarding of the contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, WDD will supply a sample of the Plan format. The

Contractor will be monitored by WDD for compliance with provisions of its Civil Rights Plan.

VII. FORMER COUNTY OFFICIALS

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information provided should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the RFP being deemed non-responsive.

VIII. IMPROPER CONSIDERATION

Applicant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this RFP.

The County, by written notice, may immediately reject any proposal or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from the Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

IX. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The County reserves the right to request the information described herein from the Contractor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Contractor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Contractor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Contractor may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firms business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud.

If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Contractor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

X. MICHELLE MONTOYA SCHOOL SAFETY ACT

Program staff should be competent in dealing with youth. In providing direct services to minors, the lead agency and its collaborative partners must comply with the Michelle Montoya School Safety Act (Education Code §§ 45125 et seq.) that requires all staff members working with youth to be fingerprinted and comply with other laws pertaining to youth work.

XI. CALIFORNIA PUBLIC RECORDS ACT

All information submitted in the proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act (Government Code, §§6250, et seq). Proposals may contain financial or other data, which constitutes a trade secret. To protect such data from disclosure, Contractor should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

The data on pages_____ of this Proposal response, identified by an asterisk (*) or marked along the margin with a vertical line, contains information, which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Contractor will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the County in making its determination as to whether or not disclosure is proper under federal, state and local law. The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury that may result from any disclosure that may occur.

XII. AMERICAN RECOVERY AND REINVESTMENT ACT FUNDING

Use of ARRA Funds and Requirements

1. This Contract may be funded in whole or in part with funds provided by "ARRA", signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.
2. Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. § 31). This is referred to as the "wage rate" requirement.
3. The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.
4. Contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Contractor must contact the County with any questions regarding registration requirements.

Schedule of Expenditure of Federal Awards

1. In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by federal award number

consistent with the recipient reports required by ARRA Section 1512 (c). In addition, Contractor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

2. Contractor may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

XIII. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Contractors are invited to submit a proposal for consideration. Submission of a proposal indicates that the Contractor has read and understands this entire RFP, to include all appendices, attachments, exhibits, schedules, and addendum (as applicable) and agrees that all requirements of this RFP have been satisfied.
2. Proposals must be submitted in the format described in this section. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Proposals must be received no later than the date and time at the designated location as specified in Section I, Paragraph E - Proposal Submission Deadline.**
5. All proposals and materials submitted become the property of the County.
6. The County reserves the right to reject any and all proposals or portions of proposal or alternates received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests.

B. Proposal Presentation

1. An original, which may be bound, and six (6) unbound copies of the written proposal are required. The original copy must be clearly marked "Master Copy". If one copy of the proposal is not clearly marked "Master Copy", the proposal may be rejected. However, the County may at its sole option select, immediately after proposal opening, one copy to be used as the Master Copy. If discrepancies are found between two or more copies of the proposal, the proposal may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.
2. The package containing the original and copies must be sealed and marked with the Contractor's name and "CONFIDENTIAL – SUMMER YOUTH EMPLOYMENT PROGRAM, RFP WDD PY09/10-03."
3. All proposals must be submitted on 8 1/2" by 11" recycled paper with double sided printing, unless specifically shown to be impracticable, with no less than 1/2" top, bottom, left and right margins. Proposals must be typed or prepared with word processing equipment and double-spaced. Typeface must be no more than 12 characters per inch.

Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.

C. Proposal Format

Response to this RFP must be in the form of a proposal package in which the content must be submitted in the following sequence and format:

1. Cover Page - Submit a letter, on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm submitting the proposal, which must include the following information:
 - a. A statement that the proposal is submitted in response to the RFP for SUMMER YOUTH EMPLOYMENT PROGRAM, RFP WDD PY 09/10-03.
 - b. A statement indicating which individuals, by name, title, address, and phone number, are **authorized to negotiate** with the County on behalf of the organization/firm.
 - c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the organization/firm.
2. Table of Contents - A complete table of contents for the entire proposal with respective page numbers opposite each topic is to be included.
3. Statement of Experience - A statement of experience (see Attachment E) shall be prepared on letterhead of the proposing organization and signed by the authorized agent and must include the following:
 - a. Affirmation that the Proposer is a valid legal entity in the State of California, such as a corporation, partnership, etc. and attach copies of the official papers showing formation of a corporation, partnership, or sole proprietorship are attached.
 - b. Include a copy (s) of current business license (s), and permits, if applicable, or has the ability to obtain the required licenses or permits, as necessary.
 - c. Identify the number of years the proposer has been in business under the present business name, as well as related prior business names.
 - d. Attach a completed Contracting Experience Form (Attachment D).
 - e. Include any suspension requirements from prior contracts or an applicable statement that the proposer has not been suspended from any prior contracts.
 - f. Certify that the organization is not proposed for debarment, is not presently debarred, suspended, or declared ineligible, as required by Executive Order 12549, "Debarment and Suspension," and implemented by 28 CFR, Part 67, for prospective participants in primary covered transactions.
 - g. Demonstrate that the WIA funding requested in its proposal submitted under this RFP will not exceed 75% of the organization's gross revenue.
 - h. Include a completed credit report authorization (Attachment H).
4. Plan and Implementation - A detailed description of the proposal being made.

- a. Proposal should address, but is not limited to, all items in Section IV, Paragraph C - Program Description.
 - b. Proposal should include the following:
 - 1) Brief synopsis that the Contractor understands of SYEP. This should provide a broad understanding of the Contractor's entire proposal,
 - 2) Narrative description of the proposed SYEP plan to achieve the program objective and requirements,
 - 3) Outreach and recruitment,
 - 4) Instructors' certification(s) documents,
 - 5) Case Management,
 - 6) Program services including work readiness training, paid work experience, stipends, support services,
 - 7) Work readiness assessment tool, and
 - 8) Program services timeline that reflects the major activities, person(s) responsible and date of completion.
5. Statement of Experience - Include the following in this section of the proposal:
- a. Business name of the prospective Contractor and legal entity such as corporation, partnership, etc.
 - b. Number of years the prospective Contractor has been in business under the present business name, as well as related prior business names.
 - c. A statement that the prospective Contractor has a demonstrated capacity to perform the required services.
 - d. List any applicable licenses or permits presently held and indicate ability to obtain any additional licenses or permits that may be required.
 - e. A statement that the Contractor has an organization that is adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff.
 - f. Experience of principal individuals of the prospective Contractor's present organization in the areas of financial and management responsibility, including names of principal individuals, current position or office and their years of service experience, including capacity, magnitude and type of work.
 - g. With respect to contracts currently in effect, completed, or terminated prior to the original expiration date within the last five years, which involve similar type projects, show for each such contract:
 - 1) Date of completion and duration of each contract.
 - 2) Type of service.
 - 3) Total dollar amount contracted for and amount received.
 - 4) Location of area served.
 - 5) Name and address of agency with which contracted and agency person administering the contract.
 - 6) Reason for termination.

- 7) If none, so state.
- h. Controlling interest in any other firms providing equivalent or similar services. If none, so state.
 - i. Financial interest in other lines of business. If none, so state.
 - j. Pending litigation, involving prospective Contractor or any officers, employees, and/or consultants thereof, in connection with contracts. If none, so state.
 - k. Convictions or adverse court rulings involving fraud and/or related acts of all officers, consultants, and employees. If none, so state.
 - l. A statement that the Contractor does not have any commitments or potential commitments which may impact on the Contractor's assets, lines of credit, guarantor letters, or ability to perform the Contract.
6. Subcontractor Information - If a Contractor plans to subcontract any portion of the service delivery described in the RFP, include a written justification for subcontracting. Attach a statement from each subcontractor, signed by a duly authorized officer, employee, or agent of the organization/firm that includes the name and address of the organization/firm, type of work to be performed, percentage of the total work of the proposal. Statement must also include that the subcontractor will perform all work as indicated and will comply with all items as described herein. This information will be used to determine the potential responsibility of the Contractor.
- Any subcontract entered into by the Contractor shall be subject to the applicable requirements of CDSS MPP Division 23, Section 604, and the Contractor shall be responsible for performance of the subcontractor.
7. Audited Financial Statements - Such statements shall be the most recent and complete audited financial statement available and shall be for a fiscal period not more than eighteen (18) months old at time of submission. The financial statements shall be prepared by an independent, certified public accountant. If the audit is of a parent firm, the parent firm shall be party to the Contract. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement.
- Although it is in the best interest of the Contractor to submit audited financial statements, a compilation of financial statements will be accepted. Compilations must follow same provisions as audited financial statements stated in this RFP.
- Submit an agreement to the right of the County, state and federal governments to audit the prospective Contractor's financial and other records.**
8. Insurance - Submit evidence of ability to obtain insurance in the amounts and coverages stated in Section V, Paragraph B - Indemnification and Insurance Requirements.
9. Complaint and Grievance Procedure - Submit a statement that Contractor will follow the procedures described in Attachment K.
10. Please do not include any additional information that is not required by this Request for Proposal.

XIV. PROJECT BUDGET

The purpose of the Project Budget is to demonstrate how the project will implement the proposed plan with the funds available through this program. The budget is the basis for management, fiscal review, and audit. Project costs must be directly related to the objectives and activities of

the project. The budget must cover the entire contract period. In the budget, include **only** those items that you want covered by WIA funds. Proposers are highly encouraged to supplement WIA funds with funds from other sources.

The proposer shall develop a **line-item** budget that will enable the proposal to meet the intent and requirements of the program, ensure the successful implementation of the project, and are cost-effective. The proposer should prepare a realistic and prudent budget avoiding unnecessary or unusual expenditures that would detract from the accomplishment of the objectives and activities of the project. The following information is provided to assist in the preparation of the budget. Strict adherence to all required and prohibited items is expected. **Where the proposer does not budget for a required item, the proposer assumes responsibility for the cost of that item.** Failure of the proposer to include required items in the budget does not affect the responsibility of the proposer to provide those items during the implementation of the project.

All expenses incurred prior to the contract being awarded and the agreement fully executed is the responsibility of the proposer.

1. The Budget Narrative – proposer is required to submit a narrative with the project budget. The narrative must be typed and placed in the proposal in front of the budget pages. In the narrative describe:
 - a. How the project’s proposed budget supports the stated objectives and activities in the project.
 - b. How funds are allocated to minimize administrative costs and support direct services to participants.
 - c. The duties of project-funded staff, including qualifications or education level necessary to the job assignment.
 - d. How project funded staff duties and time commitments support the proposed objectives and activities.
 - e. Proposed staff commitment/percentage of time to other efforts, in addition to this project.
 - f. Any unusual expenditures, and
 - g. Identify all proposed subcontracts.

2. Budget Form

Refer to the Total Budget Request Form in Attachment F. Complete the form using the electronic version (Excel document) available by emailing Vanessa Rose vrose@wdd.sbcounty.gov or Emily Petrus epetrus@wdd.sbcounty.gov .

Each budget category requires additional line item detail that addresses the method of calculation and justification for the expense. Enter the amount of each line item. All charges must be clearly documented **and rounded off to the nearest whole dollar**.

3. Organizational Chart

The Organizational Chart should provide a clear and detailed depiction of the structure of the proposer organization, and the specific unit within the organization that will be responsible for the implementation of the project. A current résumé of all personnel included on the organizational chart shall be attached. This chart should also depict supporting units within the organization (e.g., the Accounting Unit) and depict the lines of authority within the organization. Job titles on the Organizational Chart should match those in the Budget and Budget Narrative.

4. Formalized Agreements

Formalized Agreements must be dated and contain signatures, titles and agency names for both parties. This document must demonstrate a formal system of networking and coordination with other agencies and the project. Those submitted with the proposal must be effective for the proposed program year. For the purpose of this RFP, the terms "Formalized Agreement" and "MOU" are synonymous.

5. Program Costs

Program expenses are defined as necessary expenditures exclusive of personnel salaries, benefits and participant costs. Such expenses may include specific items directly charged to the project. The expenses must be program-related (e.g., to further the program objectives as defined in the contract award) and be encumbered during the contract period.

The following items may fall within this category: consultant services such as subcontractors who are not employed by the proposer, travel, office supplies, training materials, software, telephone, postage, printing, facility rental, and other consumable items.

6. Administrative Costs

These costs are defined as costs of operations related, required, and incurred for official business in coordination of those functions under WIA. Some examples include accounting, financial, procurement and purchasing, payroll, personnel management, resolution of findings, and general legal services. **Administrative/ Indirect costs are capped at 10%.**

7. Participant Costs

Participant Costs include the cost of items that are spent directly on individual participants and are tracked by individual enrollment. Possible costs include participant supportive services (transportation and ancillary items), participant wages, participant supplies, participant stipends and participant tuition and fees incurred to achieve participant goals, objectives and activities.

8. In-Kind/Leveraged Funds

Proposers are required to seek in-kind contributions and/or leveraged funds from non-WIA sources to assist in the operation of this project. An amount which is at least 25 percent (%) of the amount of funding requested must be supplemented from in-kind services, equipment or space or contributions from funds that are being leveraged from other sources.

9. Prohibited Expense Items

The following is a list of prohibited items:

- a. Automobiles - Purchase or lease of automobiles is not allowable budget items.
- b. Lobbying - WIA funds cannot be used for lobbying activities.
- c. Fundraising - WIA funds cannot be used for organized fundraising, including financial campaigns, endowment drives, solicitation of gifts and bequests, or similar expenses incurred solely to raise capital or obtain contributions.
- d. Real Property and Improvements - Real property, including land, land improvements, structures and their attachments, and structural improvements and alterations are not allowable.
- e. Interest - The cost of interest payments is not an allowable expenditure, unless the cost is a result of a lease/purchase agreement.
- f. Membership Dues - The cost of membership dues for projects involved in the licensing or credentialing of professional personnel is not an allowable expenditure, unless it is part of

a governmental negotiated benefit package.

- g. Professional License - The cost of a professional license is not an allowable expenditure.
- h. Annual Professional Dues or Fees - The cost of professional dues or fees is not an allowable expenditure, unless it is part of a governmental negotiated benefit package.
- i. Charges, Fees and Penalties - Finance charges, late payment fees, penalties and returned check charges are not allowable expenditures.
- J. Depreciation - Depreciation charges are not allowable expenditures.

XV. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

All proposals will be subject to a standard review process developed by the County. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based on demonstrated performance.

B. Evaluation Criteria

- 1. Initial Review - All proposals will be initially evaluated to determine if they meet the following minimum requirements:

- a. The proposal must be complete, in the required format, and be in compliance with all the requirements of this RFP.
- b. Prospective Contractors must meet the requirements as stated in the Minimum Contractor Requirements as outlined in Section I, Paragraph B.

Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Contractor will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.

- 2. Evaluation - Proposals meeting the above requirements will be evaluated on the basis of the following criteria:

- a. Providing an effective SYEP, this includes the primary elements
- b. Cost
- c. Administrative Capability/Financial Stability
- c. Previous experience
- d. Program design
- e. Geographic area served

Selection will be based on determination of which proposal will best meet the needs of the County and the requirements of this RFP.

C. Contract Award

Contract(s) will be awarded based on a competitive selection of proposals received.

The contents of the proposal of the successful Contractor will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

D. Disputes Relating to Proposal Process Award

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Executive Director of the Workforce Investment Board. Contractor may appeal the recommended award or denial of award, providing the following stipulations are met:

1. Appeal must be writing
2. Must be submitted within seven (7) calendar days of the date of the recommended award or denial of award letters.

An appeal of a **denial of award** can only be brought on the following grounds:

1. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
2. There has been a violation of conflict of interest as provided by California Government Code Section 87100et seq.
3. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Sandra Harmsen, Executive Director of the Workforce Investment Board
County of San Bernardino
Department of Workforce Development
215 N. D Street, Suite #301
San Bernardino, CA 92415-0046

E. Final Approval

The final authority to award a Contract(s) rests solely with the County of San Bernardino Board of Supervisors.

XVI. PROPOSAL CHECKLIST AND REQUIRED SEQUENCE

This checklist is provided to assist the proposer in ensuring that a complete proposal is submitted to the County. Failure to include any of the following elements will result in disqualification of the proposal.

PROPOSAL COVER SHEET

- Cover Sheet – Attachment A (signed by the official authorized to enter into a Contract)
- Letter of Authorization – format provided in Attachment B
- Service Provider Information Summary – Attachment C
- Contracting Experience – Attachment D
- Statement of Experience – Attachment E
- Statement of Compliance with Complaint and Grievance Procedures – Attachment K

THE PROJECT NARRATIVE

- Plan and Implementation
- Formalized Agreements
- Locations to be served – Attachment J

THE PROJECT BUDGET

- The Budget Narrative
- Budget Forms – Attachment F
- Organizational Chart
- Job Description/Résumé of Key Personnel – Attachment G
- Financial Audit/Statements
- Credit Authorization – Attachment H
- Leveraged Resources – Attachment I
- Proof of Insurance Coverage(s)

PROPOSAL COVER SHEET

(1) Agency/Institution Submitting Proposal	
(2) Project Title	
(3) Project Director (Name, Title, Address, Telephone, Fax, e-mail)	(4) Site Coordinator (Name, Title, Address, Telephone, Fax, e-mail) Grant Period
(5) Financial Officer (Name, Title, Address, Telephone)	(6) Program Period
	(7) Amount of Funds Requested
	(8) Official Authorized to Sign for Proposal / Contractor _____ Signature _____ Title Date

Proof of Authority from Governing Board

The above-named organization (proposer) accepts responsibility for the program described in this Proposal. The proposer agrees to the program and the funding terms and conditions of the County. It is agreed that any liability arising out of the performance of this Contract, including civil court actions for damages, shall be the responsibility of the recipient and the authorizing agency. The County of San Bernardino disclaims responsibility of any such liability.

Written authorization from the governing board in support of this program is included with this Proposal Cover Sheet.

Acceptance of County Contract Form

The initial draft of the County contract form to be used for the agreement is contained in Appendix B. Although the attached draft is subject to revision before execution by the parties, by submission of a proposal, the potential contractor indicates that, except as specifically and expressly noted in its submission, it has no objection to the attached draft or any of its provisions. If selected, the potential contractor will enter into a final agreement based substantially upon the attached draft.

Certification of Authority

The person executing this certificate on behalf of the Proposer affirmatively represents that s/he has the requisite legal authority to do so on behalf of Proposer. Both the person executing this proposal on behalf of the Proposer and Proposer understand that the County is relying on this representation in receiving and considering this proposal.

LETTER OF AUTHORIZATION (FORMAT)

Date

County of San Bernardino
Department of Workforce Development
215 North D Street, Suite 301
San Bernardino, CA 92415-0046

SUBJECT: LETTER OF AUTHORIZATION

As a duly authorized officer or agent of Business/Agency/Organization authorized to sign for and submit proposals on behalf of this organization, I hereby certify and affirm, under penalty of perjury, the following statements:

1. In submitting this proposal in response to the Workforce Investment Act (WIA) Youth Program Title I Request for Proposals (RFP), I certify that the information presented is true and accurate. Business/Agency/Organization agrees to provide additional information regarding administrative, financial, and legal status if deemed necessary by the Department of Workforce Development (WDD).
2. Business/Agency/Organization will permit official representatives of WDD access to its facilities, staff, and records in conducting a pre-award survey in connection with this proposal.
3. Business/Agency/Organization hereby authorizes WDD to contact any or all of the references and funding or information sources named herein in order to verify credit, funding, accreditation, performance, and other information deemed necessary for review of this proposal.
4. Business/Agency/Organization will provide the product(s) and/or service(s) as described in this proposal at the price stipulated in this proposal from July 1, 2009 to June 30, 2011. The price(s) contained herein is the same charged to all other individuals or organizations contracted for and/or receiving the same product(s) and/or service(s). All material facts presented in this proposal shall be binding and included as part of the contract if this proposal is selected and the contract awarded.
5. The offer presented in this proposal is firm and binding for 120 days from the date listed above.
6. All aspects of this proposal, including costs, have been determined independently, without consultation with any other prospective proposer or competitor for the purpose of restricting competition.
7. Business/Agency/Organization will, if selected and awarded a contract, comply with all applicable rules, laws, and regulations, and the terms of the contract.

I, the undersigned, under penalty of perjury, am an agent authorized to submit proposals on behalf of Business/Agency/Organization.

Signature of Authorized Official

Print Name

Title

SERVICE PROVIDER INFORMATION SUMMARY

Legal name of business, organization, or agency: _____

Street Address: _____

Mailing Address: _____

City, State, Zip Code: _____

Telephone: _____ Fax: _____

E-Mail Address: _____

Type of Organization: Public/Government Local Education Agency (LEA)
 Private-For-Profit Private Non-Profit
 Other: _____

Type of Legal Entity: Corporation Sole Proprietorship
 Partnership Other: _____

Federal ID#: _____ State ID#: _____

Contact Person: _____ Title: _____

Contact Person
Phone Number: _____ Fax: _____

Name(s) of organization(s) and individual(s) who have helped developed the Request for Proposal.

Name	Organization	Address	Telephone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

CONTRACTING EXPERIENCE

A. Current contracts in effect:

Contract Type (e.g., services/training provided)	Contract Period	Contract Amount	Funding Agency	Agency Address / Phone	Contact Person

Check this box if the Proposer does not have any current contracts in effect.

B. Contracts successfully completed during last two (2) years:

Contract Type (e.g., services/training provided)	Contract Period	Contract Amount	Funding Agency	Agency Address / Phone	Contact Person

Check this box if the Proposer has not completed any contracts in the last 2 years.

C. Contracts terminated prior to completion during the last two (2) years:

Contract Type (e.g., services/training provided)	Contract Period	Contract Amount	Funding Agency	Agency Address / Phone	Contact Person

Check this box if the Proposer did not have any contracts terminated in the last 2 years.

STATEMENT OF PROPOSER'S EXPERIENCE (Format)

Date

County of San Bernardino
Department of Workforce Development
215 North D Street, Suite 301
San Bernardino, CA 92415-0046

SUBJECT: STATEMENT OF EXPERIENCE

As a duly authorized officer or agent of Business/Agency/Organization authorized to sign for and submit proposals on behalf of this organization, I hereby certify and affirm, under penalty of perjury, the following statements:

1. I, the undersigned affirm that Business/Agency/Organization is a valid legal entity in the State of California such as a corporation, partnership, etc. Copies of the official documents showing the formation of a corporation, partnership, or sole proprietorship are attached.
2. I, the undersigned affirm that Business/Agency/Organization has Also, is included a current copy of an applicable business license.
3. I, the undersigned affirm that Business/Agency/Organization has been in business under the present business name for ___ years. (If applicable, number of years under prior business names.)
4. I, the undersigned affirm that Business/Agency/Organization that this organization has the administrative/fiscal capacity to perform the proposed services and ensure that all services and expenditures are within federal, state and County guidelines for WIA Youth Programs.
5. I, the undersigned certify that Business/Agency/Organization that this organization has not been proposed for debarment, presently disbarred, suspended, or declared ineligible, as required by Executive Order 1259, "Debarment and Suspension," and implemented by 28 CFR, Part 67, for prospective participants in primary covered transactions.
6. I, the undersigned affirm that Business/Agency/Organization that this proposal if funded, as proposed, will not exceed 75% of the organization's gross revenues.

Signature of Authorized Official

Print Name

Official Title

TOTAL BUDGET REQUEST

Contractor Name: _____

Proposed Contract Amount: _____

BUDGET SUMMARY	Column 1 WIA Youth Program Year	Column 2 NON-WIA Funds Cash	TOTAL
A. In-School Youth			
B. Out-of- School Youth			
TOTAL			

BUDGET DETAIL		Column 1 WIA Youth Program Year	Column 2 NON-WIA Funds Cash	TOTAL
A.	Staff Salaries and Benefits			
B.	Staff Travel/Training/Meetings			
C.	Recruitment, Advertising, Outreach			
D.	*Subcontracts/Formal Agreements			
E.	Office Supplies/Postage/Janitorial			
F.	Telephone /Internet			
G.	Rent			
H.	Utilities			
I.	Insurance			
J.	**Equipment Purchases			
K.	**Equipment Rent/Lease			
L.	Equipment Maintenance			
M.	Acctg, Audit or Annual Statements			
N.	Contracted Services (including training)			
O.	Indirect Costs			
P.	Printing, Reproduction (Instruction Mtrl)			
Q.	Youth Training Costs (Tuition, Supplies, Etc.)			
R.	Participant Wages			
S.	Participant Stipends			
T.	Supportive Services			
U.	Other (List)			
TOTAL EXPENDITURES				

* Subcontracts must have prior approval from WDD

** Any equipment, lease or purchase over \$500 must have prior approval from WDD

Description of Cash Funds

Describe Source of Cash Funding		Amount

JOB DESCRIPTION/RÉSUMÉ OF WIA PERSONNEL

Complete this Attachment for all positions on the Organization Chart that are included in project budget.

Position Title: _____

Name of Person Currently In This Position: _____

Position is responsible to which person: _____

Statement of Position Duties and Responsibilities:

Qualifications and Experience of Person in This Position:

Other Knowledge, Skills, and Abilities of Person in This Position:

Percentage of salary/wages funded by WDD WIA Youth Contact and how determined:



CREDIT AUTHORIZATION

Agency or Contractor	Federal ID Number	
Address	State ID Number	
City	State	Zip
Dunn & Bradstreet ID Number (if applicable)		

I, as an authorized representative of _____, hereby authorize
The Organization's Name
 the Department of Workforce Development to verify _____ past
The Organization's Name
 employment earnings records, bank accounts, stock holdings, taxes, liens and any other assets. I further authorize the Department of Workforce Development to order a business credit report and verify other credit information, including past and present landlord references. It is understood that a copy of this form will also serve as authorization.

The information the Department of Workforce Development obtains is only to be used in evaluating and determining the financial stability of potential service and training contractors.

Signature of Authorized Representative	
Print Name	Date

LEVERAGED RESOURCES

Total Amount		
Name of Agency	Amount per Agency	Type of resources (In-kind, office space, supplies, cash, etc.)

LOCATIONS TO BE SERVED

Organization Name: _____

Geographic area(s) to be served (check all that apply)

- East Valley:** Grand Terrace Patton Yucaipa
 Highland Redlands Bloomington
 Loma Linda Rialto Colton
 Muscoy San Bernardino Other _____
 Fontana
- West Valley:** Alta Loma Montclair Upland
 Chino Ontario Other _____
 Chino Hills Rancho Cucamonga
- Mountains:** Crestline Running Springs Big Bear Lake
 Forest Falls Twin Peaks Other _____
 Lake Arrowhead Big Bear City
- Victor Valley:** Hesperia Pinon Hills Adelanto
 Lucerne Valley Victorville Apple Valley
 Phelan Wrightwood Other _____
- North Desert:** Barstow Red Mountain Other _____
 Newberry Springs Ridgecrest
 Baker Trona
- Morongo Basin:** Landers Wonder Valley Joshua Tree
 Twentynine Palms Yucca Valley Other _____
- Colorado River:** Big River Needles Other _____
 Havasu Lake
- Adjacent Areas:** Laughlin, NV Palm Springs Walnut
 Los Angeles Palmdale Claremont
 Mira Loma Pomona Corona
 Norco Riverside Other _____
 Bullhead City, AZ

County of San Bernardino Department of Workforce Development Program Complaint and Grievance Procedures

If you believe you have been adversely affected by a decision or action of the local workforce system that is in violation of the Workforce Investment Act, you may file a grievance or complaint using the process described below.

If your complaint involves discrimination, please use the *Discrimination Complaint Procedures* form.

1. Ask to speak with a Program Supervisor within 90 days of the day the action or decision occurred.
 - **A supervisor will contact you within 3 business days to discuss your complaint or grievance.**
 - **If you are not satisfied with the decision, go to Step 2.**
2. Ask to speak with the Program Director about your complaint or grievance.
 - The Director will contact you within 7 business days of the day you spoke with the Program Supervisor about your grievance or complaint.
 - If you are not satisfied with the decision, go to Step 3.
3. The Program Director will arrange a meeting for you to discuss your complaint or grievance with staff, witnesses, and the Department of Workforce Development Analyst assigned to your Youth Program Provider.
 - The meeting will take place within 25 business days of the day you spoke with the Youth Program Supervisor about your grievance or complaint.
 - If you are not satisfied with the decision, go to Step 4.
4. Obtain a *DWD 181C Program Complaint and Grievance Request for Hearing* form from your Program Provider or by contacting the Department of Workforce Development Analyst at (909) 387-9877 or (909) 387-9878. Complete the form and send to:

Equal Opportunity Officer
County of San Bernardino Department of Workforce Development
215 North D Street - Suite 301
San Bernardino, CA 92415-0046

The Equal Opportunity Officer must receive your written grievance or complaint within one year of the alleged WIA violation. For technical assistance with filing your complaint, contact the Equal Opportunity Officer at 909-387-9845. [TTY users can contact the Equal Opportunity Officer through the California Relay Service (711)].

I have read and understand the Department of Workforce Development's Youth Program complaint and grievance procedure.

Customer's Printed Name: _____

Customer's Signature: _____

Date: _____