



**COUNTY OF SAN BERNARDINO
LOCAL WORKFORCE INVESTMENT
BOARD**

and

YOUTH COUNCIL

REQUEST FOR PROPOSAL

FOR

**YEAR-ROUND INNOVATIVE YOUTH
PROGRAMS**

PY 2011-2013

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

SPECIAL INFORMATION NOTICE

CURRENTLY, CONGRESS IS CONSIDERING LEGISLATION TO REAUTHORIZE THE WORKFORCE INVESTMENT ACT (WIA). THE COUNTY RESERVES THE RIGHT TO CANCEL OR MODIFY THIS REQUEST FOR PROPOSAL OR THE SCOPE OR FUNDING OF AN APPROVED WIA PROGRAM TO ANY EXTENT NECESSARY TO ENSURE COMPLIANCE WITH STATE AND/OR FEDERAL GUIDELINES ONCE REAUTHORIZATION IS SIGNED OR IF AVAILABLE WIA FUNDING IS IMPACTED DUE TO THE FEDERAL AND/OR STATE BUDGET APPROPRIATIONS. THIS MAY OCCUR AT ANY TIME PRIOR TO OR DURING IMPLEMENTATION OF THE WIA PROGRAMS FOR PY 2011-2013. THEREFORE, ALL SUCCESSFUL PROPOSERS MUST DEMONSTRATE THE CAPABILITY AND AGREE, IN ADVANCE, TO MODIFY THEIR PROGRAM DESIGN TO COMPLY WITH THE NEW REGULATIONS AND/OR CHANGES TO AVAILABLE FUNDS.

PART I – GENERAL REQUIREMENTS & INFORMATION 5

A. INTRODUCTION 5

B. MINIMUM CONTRACTOR REQUIREMENTS 5

C. CONTACT INFORMATION 5

D. PROCUREMENT TIMELINE 6

E. PROPOSAL DUE DATE 6

F. ELIGIBILITY 6

G. MANDATORY RFP WORKSHOP 7

H. AWARD CONSIDERATION AND AWARD PERIOD 7

I. PROPOSAL CONDITIONS 8

 a. Contingencies 8

 b. Modifications 8

 c. Proposal Submission 8

 d. Inaccuracies and Misrepresentations 8

 e. Incurred Costs 8

 f. Proposal Confidentiality 8

 g. Negotiations 9

 h. Level of Service 9

 i. Acceptance or Rejection of Proposals 9

 j. Local Preference 9

 k. Formal Agreement 10

 l. Final Authority 10

 m. Electronic Funds Transfer Program 10

J. PREPARING A PROPOSAL 10

K. WIA YOUTH PROGRAM SPECIFIC RFP INFORMATION 11

 a. WIA Program Overview 11

 b. Program Priority Elements 12

 c. Recruitment and Enrollment 13

 d. Participant Eligibility Determination 13

 e. Initial Assessment 14

 f. Orientation 14

 g. Individual Service Strategy (ISS) 14

 h. Use of WIA Program Funds for Youth Activities 14

 i. Program Design Features 15

L. CONTRACT REQUIREMENTS 15

 a. General 15

 b. Indemnification and Insurance Requirements 20

PART II – INSTRUCTIONS 23

A. DEFINITIONS 23

B. GENERAL INSTRUCTIONS 30

YEAR-ROUND INNOVATIVE YOUTH PROGRAMS

RFP WDD PY 10/11-XX

C.	PROPOSAL PRESENTATION.....	30
D.	THE PROJECT NARRATIVE.....	31
a.	Problem Statement.....	31
b.	Plan and Implementation.....	31
c.	WIA Mandated Performance Outcomes.....	33
d.	Program Performance Measures & Outcomes.....	33
e.	Statement of Experience.....	34
f.	Financial Statements/Audit Requirements.....	34
g.	Insurance Requirements.....	34
E.	THE PROJECT BUDGET.....	35
a.	The Budget Narrative.....	35
b.	Budget Form.....	35
c.	Organizational Chart.....	36
d.	Formalized Agreements.....	36
e.	Program Costs.....	36
f.	Administrative Costs.....	36
g.	Participant Costs.....	36
h.	In-Kind/Leveraged Funds.....	36
i.	Prohibited Expense Items.....	36
<u>PART III – ADDITIONAL INFORMATION</u>		37
A.	APPENDICES.....	37
B.	ATTACHMENT LISTING (FORMS).....	37
C.	SUBMITTING A PROPOSAL.....	38
D.	SELECTION OF PROPOSAL FOR FUNDING.....	38
a.	Proposal Rating.....	38
b.	Funding Recommendations.....	39
c.	Notification Process.....	40
d.	Rejection of Proposals.....	40
e.	Appeals.....	40
E.	FINALIZING THE CONTRACT AGREEMENT.....	41
F.	ADMINISTRATIVE REQUIREMENTS.....	43
<u>PART IV – CHECKLIST</u>		46
A.	PROPOSAL COVERSHEET.....	46
B.	THE PROJECT NARRATIVE.....	46
C.	THE PROJECT BUDGET.....	46

PART I – GENERAL REQUIREMENTS & INFORMATION

A. INTRODUCTION

The County of San Bernardino through its Local Workforce Investment Board (LWIB) Youth Council is seeking proposals from organizations to conduct 24-month programs providing youth services as allowed under Title I of the Workforce Investment Act (WIA). The County of San Bernardino through, the Department of Workforce Development (WDD), hereafter referred to as the “County”, is the designated entity that will be administering the WIA youth funds through a Contractual agreement with the selected proposer(s).

Youth-oriented organizations with or without previous experience as a Contractor with the County of San Bernardino are encouraged to submit proposals; however, only proposals from organizations that are located within and/or can demonstrate that they have the ability to provide youth services within the County of San Bernardino Local Workforce Investment Area will be accepted.

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 Request for Proposal (RFP).

C. CONTACT INFORMATION

The primary point of contact for information on this program is:

Emily Petrus, Staff Analyst II
County of San Bernardino
Department of Workforce Development
epetrus@wdd.sbcounty.gov
909-387-9869
909-383-9940 (fax)

During the proposal and evaluation process, the individual identified above is the sole contact point for any inquires or information relating to this 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. Questions concerning this RFP, the applications process, or programmatic issues, should be submitted by fax or e-mail. Contact information is provided above; however, County staff cannot assist proposers with the actual preparation of their proposal. During the period of time between the publication date of the RFP and the deadline date to submit technical RFP questions, the County can only respond to technical questions about the RFP submitted by fax or e-mail.

D. PROCUREMENT TIMELINE

Mandatory Proposal Conference	Date	October 28, 2010
Deadline for submission of questions	Date	November 8, 2010
Posting of questions and answers	Date	November 10, 2010
Deadline for proposals	Date	December 7, 2010; 5:00 PM, PST
Tentative date for Mailing Award/Denial Letters	Date	March 2011
Tentative date for awarding of Contract(s)	Date	April 2011
Tentative start date for Contract(s)		July 1, 2011

E. PROPOSAL DUE DATE

The deadline for submitting proposals is: December 7, 2010, no later than 5:00 PM (PST)

The RFP can be downloaded from the San Bernardino County Purchasing Department website at www.sbcounty.gov/purchasing (select "Request for Proposal") and from the Workforce Investment Board (WIB) website listed under procurement at www.sbcounty.gov/wib

The County, at its discretion, may revise any part of this RFP. These revisions will become addendums to the RFP and will be posted on the WIB website and San Bernardino County's Purchasing Department website. All proposals must be received by the due date and time. Proposals delivered in person will be time stamped by WDD. Proposals received after the due date and time specified will be disqualified from this RFP process and be returned, unopened, to the sender. All proposers must submit a proposal that is original, (not duplicated from other sources) and developed within the past thirty (30) days. Proposer must submit one (1) original and five (5) copies of the unbound proposal to:

County of San Bernardino
Department of Workforce Development
Attention: WIA Youth RFP
215 North D Street, Suite 301
San Bernardino, CA 92415-0046

F. ELIGIBILITY

Proposals may be submitted by any public educational institution, community-based organization, non-profit or for-profit agency, or government agency serving San Bernardino County youth, ages seventeen (17) through twenty-one (21). Youth in school must have senior status. Agencies should have facilities and staff in the area(s) they are proposing to serve, or present in their proposal a plan describing how they would provide services and a timeline with tasks to be accomplished in order to meet the prescribed date for client services to begin. The LWIB strongly encourages partnerships with local employers, community education

YEAR-ROUND INNOVATIVE YOUTH PROGRAMS**RFP WDD PY 10/11-XX**

institutions, and other youth programs, including, but not limited to, other WIA Youth Service Providers. In addition, providers must be capable of linking participants with a local San Bernardino County Employment Resource Center (ERC) for life-long job seeking services. It is mandatory for all selected providers to attend a one-day Youth Service Provider training session and regular Youth Service Provider meetings. Any organization or person currently operating a WIA Youth Program under Contract with the County, shall not be eligible to submit a proposal or receive a Contract under this RFP if such organization or person has any outstanding Corrective Action Tracking System (CATS) items either at the time the proposal is submitted or prior to the award of a Contract under this RFP.

G. MANDATORY RFP WORKSHOP

Proposers must attend the following workshop:

Thursday October 28, 2010
9:00 am – 12:00 pm
San Bernardino Employment Resource Center
Large Conference Room
658 E. Brier Drive, #100
San Bernardino, CA 92408

The RFP Document will be reviewed at the workshop. All prospective proposers must attend the workshop. Proposers are also encouraged to submit questions in advance of the workshop to the contact person identified in paragraph B of this part. To ensure a fair and objective evaluation, answers to questions from the workshop will be posted on the LWIB website at www.sbcounty.gov/wib and on the San Bernardino County Purchasing website at www.sbcounty.gov/purchasing. All technical questions received by the deadline will be posted on the websites by 04:30 PM on November 10, 2010.

H. AWARD CONSIDERATION AND AWARD PERIOD

The primary consideration of this Request for Proposals (RFP) is to seek proposals that offer innovative approaches to providing youth with the skills essential to be successful in careers which have been identified by the WIB as high growth, high demand industries within their communities. Included in this RFP is a listing of the demand occupations or career ladders that have been determined to be available within most regions of the County of San Bernardino (see career ladders under DEFINITIONS at the beginning of Part II of this RFP). The County has determined a priority need for youth services in four of the ten WIA elements. Therefore, in accordance with the WIA regulations this RFP seeks to competitively select programs for funding that reflect the four WIA priority elements. These priority elements are as follows:

- ◆ Literacy/Numeracy basic and remedial education including tutoring. Study skills training and instruction leading to the completion of secondary school, including dropout prevention strategies;
- ◆ Paid/Unpaid work experiences, internships and job shadowing;
- ◆ Occupational skill training; and
- ◆ Leadership Development.

Proposers have the option of including any combination of the required elements into their proposals. To be eligible to receive a Contract award, a proposer must directly provide services in at least two (2) of the four elements listed above.

The anticipated Contract period is July 1, 2011 through June 30, 2013; this term may vary depending on the outcome of Contract negotiations.

I. 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 and 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 a 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, that if two Contractors responding to this RFP have equal quality, service and ability to meet the County's needs, 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, and if no 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 term and condition unless the proposal identifies an objection and County agrees, in writing, to change the language objected to.. All objections to any provisions of the final Contract should be listed as an Attachment XI – Exceptions to RFP/Sample Contract. The County is under no obligation to agree to any such proposed change(s).

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 Contractor's designated checking or other bank account. The Contractor shall promptly comply with directions and accurately complete forms provided by the County required to process EFT payments.

J. PREPARING A PROPOSAL

The forms to be used in the preparation and submission of a proposal are included in the Attachment Listing. The forms and documents listed below are components required for a complete proposal:

- ◆ Proposal Cover Sheet
- ◆ Letter of Authorization
- ◆ Service Provider Information Summary
- ◆ Contracting Experience
- ◆ Statement of Proposer's Experience
- ◆ Linkages
- ◆ Project Narrative
- ◆ Project Budget – Narrative
- ◆ Program Linkages
- ◆ Formalized Agreements (sample included as Appendix C)
- ◆ Total Budget Request (available electronically in Excel format upon request)
- ◆ Organizational Chart
- ◆ Job Description/ Résumé of WIA Personnel
- ◆ Financial Audit/Statements
- ◆ Credit Authorization
- ◆ Leveraged Resources
- ◆ Proof of Insurance

Note: Failure to include all of the required components will result in a reduced score or disqualification. The County will not advise a proposer that his/her proposal is incomplete prior to rating or disqualification.

Use of professional proposal writers is discouraged, since the quality of the proposal is one method of evaluating the skills of the staff and the ability of the organization to operate the proposed program. All proposal writers who do not work for the proposing organization on an ongoing basis must be identified in the Service Provider Information Summary (Attachment III) and may not be paid for their proposal writing services utilizing current or future WIA awards. Any assistance provided by a grant writer and/or persons not affiliated with proposer must also be identified. Information shall include the name, title, address and telephone number of the grant writer and/or unaffiliated person. Give a detailed description of the grant writer's responsibility and involvement should the proposer be awarded a Contract.

All proposals become the property of the County. It is understood and agreed that the proposer claims no proprietary rights to the ideas or written materials contained in or attached to its proposal. As noted in Part I Section I (f) herein, trade secrets and proprietary information should be brought to the County's attention and separated from the rest of the proposal.

K. WIA YOUTH PROGRAM SPECIFIC RFP INFORMATION

a. WIA Program Overview

Under WIA, the main focus of the youth program is long-term academic and occupational learning opportunities for youth. The goal is to increase employment and earnings by developing the work/career potential that will prepare the youth to effectively compete in the global economy.

WIA requires all local youth programs to provide, either directly by the proposer or through linkages with various community and public institutions, the following ten elements:

- ◆ Tutoring, study skills training, and instruction leading to the completion of secondary school, including dropout prevention strategies;
- ◆ Alternative secondary school services;
- ◆ Summer employment opportunities directly linked to academic and occupational learning;
- ◆ Paid/Unpaid work experience, internship and job shadowing;
- ◆ Occupational skill training;
- ◆ Leadership development opportunities;
- ◆ Supportive services;
- ◆ Adult mentoring for the period of participation;
- ◆ Follow-up services for not less than 12 months after exit; and
- ◆ Comprehensive guidance and counseling.

The Definitions at the beginning of Part II of this RFP are provided to assist the proposer in understanding terms used in this RFP and to assist in the development of proposals.

b. Program Priority Elements

The proposer will provide a detailed description as to how the objectives of its proposal will be met through each (at least two) WIA priority elements contained in their proposal:

i. Literacy/Numeracy basic and remedial education, including tutoring. Study skills training, and instruction leading to the completion of secondary school including dropout prevention strategies

Basic and remedial education will consist of classroom training in reading, writing, and mathematics with a focus on literacy and numeracy gains of at least one level per individual participant. The training may be provided in a traditional classroom setting, in a small group or individualized setting, and/or a self-paced computer-based setting. Qualified teachers will provide all basic and remedial education.

ii. Paid/Unpaid Work experiences, internships and job shadowing

Work experiences are planned, structured learning experiences that take place in a workplace for a limited period of time. Work experiences may be in the private, for-profit sector, the non-profit sector or the public sector. Paid internships are placement in the private, for profit or the non-profit sector. Work experiences are designed to enable youth to gain exposure to the working world and its requirements, assisting the youth in acquiring the personal attributes, knowledge and skills needed to obtain a job and advance in employment. The purpose is to provide the youth participant with the opportunities for career exploration and skill development and is *not* to benefit the employer, although the employer may, in fact, benefit from the activities performed by the youth. It may also include summer employment opportunities. Youth participating in paid work experience shall be paid wages which shall not be less than the highest of the following: (a) the minimum wage under Section 6 (a) (1) of the Fair Labor Standard Act of 1938; (b) minimum wage under the applicable State or local minimum wage law.

iii. Occupational Skills Training (OST)

OST is short term vocational training that provides participants with the skills necessary to obtain employment leading to self-sufficiency. Formalized agreements may be developed for up to 12 months with businesses or educational institutions to provide advanced skills training or entry-level employability skills for high-growth industries and demand occupations to meet the workforce needs of San Bernardino County regional businesses. Proposers may wish to designate "tuition accounts", with established maximums per participant, for a participant to enroll in a vocational training that would lead to employment in one of the pre-determined career ladders.

iv. Leadership Development Opportunities

Activities that promote citizenship and leadership development to encourage responsibility, employability, and other positive social behaviors through voluntary community service opportunities, adult mentoring, peer-centered activities, follow-up services and targeted opportunities.

Leadership development opportunities *may* include the following:

- ◆ Exposure to post-secondary educational opportunities;
- ◆ Community and service learning projects;

YEAR-ROUND INNOVATIVE YOUTH PROGRAMS**RFP WDD PY 10/11-XX**

- ◆ Peer-centered activities, including peer mentoring and tutoring;
- ◆ Organizational and teamwork training, including team leadership training;
- ◆ Training in decision making, including determining priorities;
- ◆ Citizenship training, including life skills training such as parenting, work behavior training and budgeting of resources;
- ◆ Employability; and
- ◆ Positive social behaviors.

c. Recruitment and Enrollment

Contractors are responsible for the recruitment and enrollment of eligible youth participants in accordance with the eligibility requirements detailed in section 4 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 services to youth who live in San Bernardino County (excluding City of San Bernardino). Eligibility determination and enrollment of all participants must be completed by September 30, 2011.

d. 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:

- i Have the right to work in the United States; and
- ii Reside in the County of San Bernardino County excluding the City of San Bernardino; and
- iii Be economically disadvantaged as determined by WIA regulations; and
- iv Be age 17 through 21 at time of enrollment (in-school youth must have senior status); and
- v Be registered for selective service (applies to males 18 and older); and
- vi Have at least one of the following barriers to employment;
 - ◆ Basic literacy/numeracy skills deficient;
 - ◆ High school dropout;
 - ◆ Homeless or runaway;
 - ◆ Foster child;
 - ◆ Pregnant or parenting;
 - ◆ Criminal/juvenile offender;
 - ◆ 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 child of a family who receives 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.

e. Initial Assessment

Contractors are responsible for conducting an initial assessment of all participants. All out-of-school youth must be assessed in basic reading/writing and math to measure the educational functioning levels for the literacy/numeracy performance measure. In-school youth are excluded from this measure. Assessments must also include participants with disabilities (as defined in 29 CFR Part 37.4) with reasonable accommodations, as appropriate, according to Section 188 of WIA, 29 CFR Part 37, Section 504 of the Rehabilitation Act of 1973, and Title H of the Americans with Disabilities Act. All participants will be given an objective assessment that includes basic literacy skills, basic numeracy skills, occupational skills, interests, aptitude, work readiness skills and supportive service needs. Prior to the end of the program, youth must be re-assessed using the same test as was used for the initial assessment. See "Definitions" for a listing of required/acceptable assessment tools that are appropriate for the in-school versus out-of-school youth.

f. Orientation

Contractors will provide all youth with a program orientation regarding the full services that are available through WIA Title I youth programs and all services that are 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 Investment Network website, also known as WIN or Virtual One-Stop, VOS, located at www.csb-win.org.

g. Individual Service Strategy (ISS)

Contractors shall develop an Individual Service Strategy (ISS) with each participant. The ISS shall identify primary educational and employment goals, describe the training activities and appropriate services the youth will receive to achieve those goals. All out-of-school youth determined to be basic skills deficient must be measured by pretests administered within sixty (60) days of enrollment and at regular intervals thereafter for literacy and numeracy levels and gains. The ISS must be reviewed quarterly or more often as needed with the participant to evaluate progress and make any needed adjustments. The ISS is a "living document" and is the foundational plan for the WIA services a participant receives. This continued evaluation will ensure progress toward the achievement of the participant's employment goals, training objectives, and advancement of one or more educational functioning levels within the program year.

h. Use of WIA Program Funds for Youth Activities

The main purpose of the WIA youth program is to provide long-term academic and occupational learning opportunities. Congress has outlined six purposes for use of WIA funds for youth activities:

- ◆ Provide assistance in achieving academic and employment success by improving education and skills competencies and by strengthening connections to businesses and employers;
- ◆ Ensure ongoing mentoring opportunities with adults committed to providing such opportunities;
- ◆ Provide opportunities for occupational skills training, including formal apprenticeships;
- ◆ Provide continued support services;
- ◆ Provide incentives for recognition and achievement, and
- ◆ Provide opportunities in activities related to leadership development, decision-making, citizenship and community service.

i. Program Design Features

- i. The Contractor shall provide the following program components:
 - ◆ Outreach activities to recruit eligible youth;
 - ◆ WIA eligibility determination and documentation;
 - ◆ Submission of required eligibility and enrollment paperwork to WDD;
 - ◆ Program orientation for all interested youth;
 - ◆ Comprehensive assessment of youth;
 - ◆ Capacity to provide all ten WIA elements of service:
 - (a) At least two (2) of the four (4) priority elements must be directly provided by Contractor;
 - (b) Other WIA elements may be provided directly or through linkages with other agencies; and
 - (c) Comprehensive case management services for each enrolled youth.
- ii. 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.

L. 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.

i. Independent Contractor

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 the County of San Bernardino.

ii. Contractor Primary Contact

The Contractor will designate an individual to serve as the primary point of Contract 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.

iii. Change of Address

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

iv. Contract Assignability

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

v. Subcontracting

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

vi. 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.

vii. 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 WIB and 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.

viii. 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,(i) of this section.

ix. 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 the 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 Contract.

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.

x. 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 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.

xi. 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 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.

xii. 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.

xiii. 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.

xiv. 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 committed by a person who is offered employment or volunteers for all positions in which he or she would have supervisory power over, or care of, 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.

xv. Pro-Children Act of 1994

Service Provider will comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (20 U.S.C. §6081, et seq).

xvi. Environmental 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).

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).

xvii. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Government wide Debarment and Suspension (45 C.F.R., §76), the Contractor certifies that it and any potential subcontractors:

- i 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;
- ii 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;
- iii 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 the above paragraph;
- iv Have not, within a three-year period preceding this application, had one or more public transactions (federal, state, or local) terminated for cause or default.

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.

xviii. 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 practical.

xix. 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).

xx. Public Accessibility

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

xxi. 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 (1) working day, in writing and by telephone to the County.

xxii. 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.

xxiii. 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.

xxiv. 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 Contract 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.

xxv. 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 potential Contract, 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:

1. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
3. 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**i. 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.

ii. 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.

iii. 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.

iv. 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.

v. 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.

vi. 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.

vii. 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".

viii. 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.

ix. 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.

x. 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.

xi. 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:

xii. 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.

xiii. 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) Two million dollars (\$2,000,000) general aggregate limit.

xiv. 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.

xv. 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.

xvi. Professional Services Requirements

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

Or

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

PART II – INSTRUCTIONS**A. DEFINITIONS**

Term	Definition
Activity	The specific steps or actions that a project takes to achieve a measurable objective.
Administrative Agency or Contractor	The agency or organization designated on the Proposal Cover Sheet who is the programmatic recipient of the WIA funds and will accomplish the planned objectives and program goals.
Alternative Education	A student need-based school or program that is an alternative to the school in which the student would normally be enrolled. Participation in alternative education must have as its major objective the attainment of a high school diploma or its equivalent.
Apprenticeship	The apprenticeship training program is a cross between on-the-job training and classroom instruction to prepare workers for American industries. The content of the apprenticeship training program curriculum is driven by industry needs resulting in workers with skills that are in high demand.
Assessment	Assessment includes a review of educational skill levels, occupational skills, prior work experience, employability, interests, aptitudes (including interest in non-traditional jobs) and supportive service needs. Where appropriate, recent assessments within six (6) months can be used in lieu of an additional assessment. The goal is to comprehensively and accurately evaluate the youth in order to develop an appropriate service strategy to meet his/her individual needs.
Assessment Tools	The following are the authorized testing instruments used to assess basic skills and literacy/numeracy levels. <ul style="list-style-type: none"> ◆ Out-of-school participants for literacy/numeracy educational functioning levels: <ol style="list-style-type: none"> 1. Adult Basic Learning Examination (ABLE)

- 2. Tests of Adult Basic Education (TABE)
- 3. CASAS Survey Achievement Tests

- ◆ In-school participants for basic skills deficiencies:
 - 1. Adult Basic Learning Examination (ABLE)
 - 2. Tests of Adult Basic Education (TABE)
 - 3. General Aptitude Test Battery (GATB)
 - 4. CASAS Survey Achievement Tests
 - 5. CASAS Appraisal
 - 6. Other standardized tests subject to WDD approval

At-Risk of Dropping Out (High School)

A youth who meets one or more of the following criteria:

- 1. Two grades below his/her age group
- 2. 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
- 3. Is on their school's D and F list, or has failing grades as evidenced by a report card or transcript, and/or
- 4. Did not pass the California High School Exit Exam (CAHSEE).

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.

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 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>

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 one of the standardized tests listed under the definition of Assessment Tools.

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 were based on current local Labor Market Information (LMI) obtained from the Employment Development Department (EDD) and local LMI entities. The sectors are:

- 1. **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.

2. **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 preventative, curative, and palliative interventions, whether directed to individuals or to populations.
3. **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.
4. **Aviation/Aerospace Industry** – Refers to activities involving inspection, performance, or supervisory maintenance, preventative 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.
5. **Green Career Opportunities** – Refers to 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.

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.

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.

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

YEAR-ROUND INNOVATIVE YOUTH PROGRAMS**RFP WDD PY 10/11-XX**

	Contractor for compensation paid by the County, a sample copy (Appendix B) of which is attached to this RFP.
Contractor	A proposer that is awarded a Contract by the County Board of Supervisors to provide a WIA Youth Program pursuant to this RFP.
County	The County of San Bernardino.
Credential	A nationally recognized degree or certificate or a state/locally recognized credential. Credentials will include, but are not limited to, a high school diploma, GED, or other recognized equivalents, post-secondary degrees, recognized skills standards and licensure or industry recognized certificates. Includes all State Education Agency recognized credentials.
Department of Workforce Development (WDD)	The County of San Bernardino Department of Workforce Development.
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.
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.
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 of their EEOP for compliance with the law.
Exit	A participant completing services, or who has a termination date within the quarter and has not received any WIA services for ninety (90) days, except follow-up and has not future services scheduled. A WIA Exit form must be completed.
Formalized Agreement	A formal agreement between two agencies that specifies the responsibilities of each agency in implementing the project. (Sample Appendix C)
High School Dropout	An individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent. (Does not include a youth attending alternative school). A youth's dropout status is determined at the time of application and remains in effect throughout his/her participation.
Individual Service Strategy (ISS)	A plan to identify the youth's educational and employment goals. The ISS is a living document and must be updated quarterly or as needed. Updates may include further discussions of education and employment strategies,

YEAR-ROUND INNOVATIVE YOUTH PROGRAMS**RFP WDD PY 10/11-XX**

	training options and training information, barriers to education and/or employment and the supportive services or other services needed to overcome the barriers.
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 post-secondary, or an alternative school or program whether full or part-time), or is between school terms and intends to return to school.
Internship	A paid or unpaid internship is an opportunity created by an employer to provide an on-the-job practice. This may be done in collaboration with a participant's school, so academic credit and real world work experience can be earned at the same time. Internships are typically for short periods of time and are developed to provide guidance, supervision and evaluation of the youth's work as an intern.
Job Placement	Services provided to assist a youth in obtaining a specific placement in unsubsidized employment.
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: <ul style="list-style-type: none"> ◆ Résumé writing; ◆ Interviewing skills; ◆ Labor market guidance; ◆ Telephone techniques; ◆ Information on job openings; ◆ Job acquisition strategies; and ◆ Office space and supplies for the job search.
Job Shadow	An unpaid short-term activity offered by an employer who agrees to engage a student to follow or "shadow" them throughout their work day, providing insight on the duties and skills of the position, and information on career tracks.
Leadership Development Activities	Activities that encourage responsibility, employability and other positive social behaviors such as: <ul style="list-style-type: none"> ◆ Exposure to post secondary educational opportunities; ◆ Community service and service learning projects; ◆ Peer-centered activities, including peer mentoring and tutoring; ◆ Organizational and team leadership training; ◆ Training in decision making, including determining priorities; and ◆ Citizenship training, including life skills training.
LWIB or WIB	The San Bernardino County Local Workforce Investment Board.

YEAR-ROUND INNOVATIVE YOUTH PROGRAMS**RFP WDD PY 10/11-XX**

Term	Definition
Not Employed	An individual who does not meet the definition of employed, or who although employed has received a notice of termination of employment.
Objectives	A set of quantifiable projections to be carried out in order to accomplish the program goals.
Occupational Skills Training	Short-term vocational skills training that provide participants with the skills necessary to obtain employment in career ladders leading to self-sufficiency.
Offender	An individual (adult or juvenile) who: <ol style="list-style-type: none"> 1. Is or has been subject to any stage of the criminal justice or juvenile delinquency process, for who services under WIA may be beneficial; or Requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.
On-the-Job Training (OJT)	Training by an employer that is provided to a paid participant while engaged in productive work in a job that: <ol style="list-style-type: none"> 1. Provides knowledge or skills essential to the full and adequate performance of the participant. 2. Provides reimbursement to the employer of up to fifty percent (50%) of the wage rate of the participant. 3. Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant and the service strategy of the participant, as appropriate.
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: <ul style="list-style-type: none"> ◆ 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 post-secondary education but are basic skills deficient.
Participant	Any youth that is eligible and accepted into a WIA Youth Program provided by County through a qualified provider.
Poor Work History	Individual has not worked full-time in unsubsidized employment for more than thirteen (13) consecutive weeks in the last twelve (12) calendar months or has a sporadic work history.

YEAR-ROUND INNOVATIVE YOUTH PROGRAMS**RFP WDD PY 10/11-XX**

Term	Definition
Post-Secondary Education	Post-secondary education is a program at an accredited degree-granting institution that leads to an academic degree (e.g., AA, AS, BA, BS). This does not include programs offered by degree-granting institutions that do not lead to an academic degree.
Pregnant or Parenting Youth	An individual under twenty-two (22) years of age who is pregnant, or a youth (male or female) that provides custodial care for a minor child.
Program	A specific set of goals and objectives established pursuant to legislative, congressional or administrative action identifying an unmet need of the criminal justice system or victim services and supported by a set appropriation from state or federal funding sources.
Proposer	Any eligible person or organization that prepares and timely submits a proposal that is responsive to this RFP.
Request for Proposal (RFP)	This Request for Proposal for Year-Round Youth Programs for PY 2011-2013
Secondary School	The term "secondary school" has the meaning given the term in section 13101 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 8801).
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.
Underemployed	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.
Work Experience	Work Experience is defined as a short-term and/or part-time work assignment with a public sector 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, not including summer work experience opportunities.
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 (résumés, applications, interviews, and follow-up letters).

YEAR-ROUND INNOVATIVE YOUTH PROGRAMS**RFP WDD PY 10/11-XX**

Term	Definition
Workforce Investment Act (WIA)	Employment and training program legislation that was effective as of July 1, 2000 intended to consolidate, coordinate and improve employment, training, literacy and vocational rehabilitation programs in the U.S. (Public Law 105-220–Aug. 7, 1998) http://www.doleta.gov/usworkforce/wia/act.cfm .
Youth Council	A subgroup within each local Workforce Investment Board (WIB), appointed by the local WIB, in cooperation with the chief elected official(s) for the local area. The Youth Council will have membership as designated in WIA and will recommend youth service providers who are selected through a competitive process, conduct oversight of eligible providers of youth activities and coordinate youth activities and other duties determined to be appropriate by the local WIB.

B. GENERAL INSTRUCTIONS

The instructions in this Part correspond to each of the proposal components, as well as to the forms provided in the Attachment Listing.

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.

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.

Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.

Proposals must be received at the designated location no later than the date and time as specified in Part I, Section E – Proposal Due Date.

The County reserves the right to reject any and all proposals or portions of proposal or alternates received by reasons of this request, and to negotiate separately with any source whatsoever in any manner necessary to serve its interests.

C. PROPOSAL PRESENTATION

An original, which may be bound, and 5 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

YEAR-ROUND INNOVATIVE YOUTH PROGRAMS**RFP WDD PY 10/11-XX**

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.

The package containing the original and copies must be sealed and marked with the Contractor's name and "CONFIDENTIAL – WIA YEAR ROUND YOUTH PROGRAM, RFP WDD PY10/11-XX".

Proposers must use the forms provided or computer-generated forms, and plain 8½" x 11" recycled paper with double sided printing, unless specifically shown to be impractical, with no less than ½" top, bottom, left, and right margins. If computer-generated forms are used, they must duplicate the County forms and must not allow the proposer more space than that provided on the County forms. Proposals must be typed or prepared with word processing equipment and double-spaced. Typeface must be no more than 12 characters per inch (12-pitch font). Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.

Failure to follow these spacing/formatting requirements is one of the many factors that may negatively impact a proposal's comprehensive assessment score.

D. THE PROJECT NARRATIVE (The entire project narrative is limited to 15 pages)

The project narrative is the main body of information describing the problem to be addressed, the plan to address that problem through appropriate and achievable objectives, and activities and the ability of the proposer to implement the proposed plan.

a. Problem Statement (This section is limited to 3 pages)

Clearly state the problem in providing services to WIA youth in relation to the four priority elements of this RFP. Describe the problems associated in reaching WIA eligible youth living in San Bernardino County.

b. Plan and Implementation (This section is limited to 8 pages)

- i. Present the plan to address the problem identified above and what the program intends to accomplish. Include two or more of the four priority elements and any additional WIA elements, outline the goals, objectives, activities and timelines for addressing how the selected elements support the identified problem.
- ii. Describe the number and characteristics of the target group to be served. Further discuss how many in-school and how many out-of-school youth will be served. All in-school youth must have senior status and be at risk of drop-out or expect to receive a high school diploma or equivalent by the end of the 1st quarter after the exit quarter.
- iii. Identify and describe the target area(s) the proposer will be serving under this project.
- iv. Describe how the proposer will implement the plan of service. Include the applicable components such as:
 - ◆ Outreach and recruitment;
 - ◆ Case management;

YEAR-ROUND INNOVATIVE YOUTH PROGRAMS**RFP WDD PY 10/11-XX**

- ◆ Program services (i.e. basic/remedial education, tutoring, study skills training, and instruction leading to the completion of secondary school, including dropout prevention strategies,
 - ◆ Paid/Unpaid work experiences, internships, and job shadowing, occupational skill training, leadership development, job placement);
 - ◆ Supportive services;
 - ◆ Cost per participant;
 - ◆ “Direct to participant” funds (this includes youth training costs, participant wages, participant stipends and supportive services); and
 - ◆ Program services timeline that reflects the major activities, person (people) responsible and date of completion.
- v. Administrative and Staffing Plan – Describe the proposed program’s management plan and staff positions. Complete a “Job Description / Résumé of WIA Personnel” (Attachment VIII of this RFP) for all key personnel who will be involved in administering a Contract resulting from this proposal.

Provide a copy of your current organizational chart showing all major functions and components and the names of persons occupying named positions. Identify those staff that are proposed to be fully or partially paid from WIA funds.

If the award of a Contract based on this proposal will require your organization to obtain additional staff, provide a detailed explanation of the type of positions required, and when personnel will be available. The costs associated with the addition of these personnel must be calculated into the proposed total cost of your program.

- vi. Subcontracting/Formalized Agreements – If subcontracting, the proposer must submit written justification for subcontracting if any portions of the proposed services/activities are Contracted out to another agency/organization. Attach a statement from each potential subcontractor, signed by a duly authorized officer, employee, or agent of the organization/agency that includes the name and address of the organization/agency, type of work to be performed and percentage of the total work to be subcontracted. The statement must also include that the subcontractor will perform all work as indicated and will comply with all WIA regulations, state or federal laws. The proposer shall be responsible for the performance of the subcontractor. If not subcontracting, the proposer should provide a statement to that effect.

Formalized Agreements are with other organizations, education institutions, and potential employers that the proposer has established linkages with to provide WIA youth services as part of this proposal, and that would not be directly provided by the proposer.

- vii. Administrative and Fiscal Capacity – Briefly describe the administrative and fiscal capacity of the proposer to fulfill WIA-required documentation and record keeping such as:
- ◆ Collecting data and preparing WIA required documents;
 - ◆ Security and confidentiality of participant records;
 - ◆ Accounting controls;
 - ◆ Use of payroll vendor services;
 - ◆ Preparing and submitting monthly requests for reimbursements;
 - ◆ Handling of corrective actions/findings, if needed; and
 - ◆ Identity of person(s) responsible for the administrative/fiscal activities and their job title.

c. WIA Mandated Performance Outcomes

WIA requires that the County achieve certain performance outcomes for its WIA-funded youth programs. As a result, the County is requiring all Contractors to achieve these same performance outcomes for their individual WIA-funded youth program. The required performance outcomes will be set forth in the final Contract.

As discussed above in this RFP, every proposer is required to include in its proposal detailed performance measurements that comply with the WIA-Mandated Performance Measurements set forth in Appendix A to this RFP. The performance measurements will be used by the County over the term of the Contract to hold the Contractor accountable for achieving the required performance outcomes. If a Contractor fails to achieve the required outcomes, or if the Contractor fails to comply with the performance measurement requirements and renders the County unable to determine whether or not the Contractor has achieved the performance outcomes, the County shall have the right to terminate the Contract and cease all funding of the Contractor’s WIA youth program.

d. Program Performance Measures & Outcomes (This section is limited to 4 pages)

Use the chart below, or in table format, state quantifiable and measurable performance measures for the projected results of the services/activities proposed. Identify the proposed activities (i.e. welding certification), estimate the number of youth expected to complete the training and enter into unsubsidized employment and the expected training-related employment. If the proposed outcome is entry into the military, entry into a post-secondary education institution, or numeracy/literacy gains, estimate the number of youth that will achieve this result. The chart should include information that covers the total number of youth to be served, whether they are in-school or out-of-school youth, the program’s services or activities, outcomes, measurement tools and documentation, and performance indicators. Clearly indicate how the required performance measures will be tracked, reported and how the source documentation will provided sufficient verification that performance measures will be accomplished.

Following is a sample chart:

Activities or Services	Outcomes	Measurement Tool/ Verification	Performance Indicators	
			Program Performance Measures	WIA Mandated Performance Measures

In preparing this portion of the proposal, refer to the Appendices of this RFP that contain the WIA Mandated Performance Measures (Appendix A) and the Training and Employment Guidance Letter (TEGL) No. 17-05 which can be found at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2195 which provides direction on performance, methodology and common measures reporting. Proposers must demonstrate that the performance measures contained in the proposal will result in compliance with those mandated performance measures. The achievement of performance measures will be used by the County to hold Contractors accountable for the performance outcomes imposed on the County for WIA-funded youth programs.

e. Statement of Experience

A statement of experience (see Attachment V) shall be prepared on letterhead of the proposing organization and signed by the authorized agent and must include the following:

- i. 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.
- ii. *Copies* of current business license(s) and permits, if applicable, or the ability to obtain the required licenses or permits, as necessary.
- iii. Identify the number of years the proposer has been in business under the present business name, as well as related prior business names.
- iv. Completed Contracting Experience form (Attachment IV)
- v. Suspension requirements from prior Contracts or an applicable statement that the proposer has not been suspended from any prior Contracts.
- vi. Certification 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 cover transactions.
- vii. Evidence that the WIA funding requested in its proposal submitted under this RFP will not exceed 75% of the organization's gross revenue.
- viii. Completed Credit Report Authorization form (Attachment IX).

f. Financial Statements/Audit Requirements

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.

g. Insurance Requirements

Proposers awarded a Contract are required to meet the insurance requirements listed in Part I Section L of this RFP prior to Board of Supervisors' approval. Your proposal should include current certificates of insurance for general liability, auto and workers' compensation insurance. *At a minimum*, all proposals must include a letter signed by their insurance agent, on their insurance company's letterhead, stating that the insurance requirements can be met and will be included in a policy if a Contract is awarded. Note: Current Contractors that previously submitted acceptable evidence of insurance are not required to provide this letter.

E. THE 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.

a. The Budget Narrative (This section is limited to 2 pages)

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, any unusual expenditures; and
- f. Identify all proposed subcontracts.

b. Budget Form (This section is limited to 2 pages)

Refer to the Total Budget Request Form in Attachment VII. Complete the form using the electronic version (Excel Document) available by emailing Vanessa Rose vrose@wdd.sbcounty.gov or Gil Botello gbotello@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.

c. 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.

d. 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 purposes of this RFP, the terms "Formalized Agreement" and "Memorandum of Understanding (MOU)" are synonymous. A sample Formalized Agreement is provided in Appendix C.

e. 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.

f. 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%.

g. 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.

h. 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 twenty-five percent (25%) 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.

i. Prohibited Expense Items

The following is a list of prohibited items:

- a. Automobiles** – Purchase or lease of automobiles.
- b. Lobbying** – WIA funds cannot be used for lobbying activities.

YEAR-ROUND INNOVATIVE YOUTH PROGRAMS**RFP WDD PY 10/11-XX**

- 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.
- 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.
- 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.

PART III – ADDITIONAL INFORMATION

This Part contains additional information needed in preparing a proposal.

A. APPENDICES

- ◆ Appendix A – WIA Youth Performance Measures
- ◆ Appendix B – Sample County Contract for WIA Youth Services
- ◆ Appendix C – Sample Formalized Agreement

B. ATTACHMENT LISTING (FORMS)

- ◆ Attachment I – Proposal Cover Sheet
- ◆ Attachment II – Letter of Authorization
- ◆ Attachment III – Service Provider Information Summary
- ◆ Attachment IV – Contracting Experience
- ◆ Attachment V – Statement of Proposer's Experience
- ◆ Attachment VI – Linkages
- ◆ Attachment VII – Total Budget Request
- ◆ Attachment VIII – Job Description/ Résumé of WIA Personnel
- ◆ Attachment IX – Credit Authorization
- ◆ Attachment X – Leveraged Resources

C. SUBMITTING A PROPOSAL

In signing the Proposal Cover Sheet, the proposer formally notifies the County that the proposer will comply with all pertinent requirements included in the standard County Contract form as attached. If there are any provisions of the County Contract form the proposer cannot comply with, the proposer should so state in the proposal.

The proposal (original and 5 copies) **must be received** by the County **no later than 5:00 PM on December 7, 2010**. If a proposal is mailed; it must be mailed to the address listed below and the proposer must allow sufficient time for the proposal to arrive by the due date and time. All proposals received become the property of the County and will not be returned.

Mailing Address:

County of San Bernardino
Department of Workforce Development
Attention: WIA Youth RFP
215 North D Street, Suite 301
San Bernardino, CA 92415-0046

If the proposal is hand-delivered, it must be delivered to the Department of Workforce Development, 215 North D Street, Suite 301, San Bernardino, California, **no later than 5:00 PM, PST, December 07, 2010**. The proposal will be date stamped and a receipt will be provided. All proposals, hand delivered or mailed, must be received by the specified due date and time. **Late proposals will be disqualified from this RFP process.**

D. SELECTION OF PROPOSAL FOR FUNDING

a. Proposal Rating

All proposals received by the deadline will be read and rated by a team consisting of at least three raters. The averaged scores from the raters for the qualified proposals will be ranked numerically to develop a ranked list for each program.

i. Project Narrative – 70 Points

i Problem Statement: Youth Identification

- ◆ Targeted youth groups include school dropouts, pregnant and parenting teens, youth on probation and/or parole, foster youth, and/or youth deficient in basic literacy skills.
- ◆ Data to support the needs of the youth to be served.
- ◆ Proposal states recruitment methods used to identify and enroll the targeted groups and specifically the out-of-school youth.
- ◆ The activities are to be age appropriate, interesting and beneficial and likely to attract youth.

ii Project Plan

- ◆ Description of the WIA program elements and how they will be provided.
- ◆ Description of how the program is designed to address recruitment, objective assessment and individual service strategy.

- iii Proposal Program Implementation
 - ◆ WIA priority program elements that make this proposal unique are stated and measurable.
 - ◆ The proposer will provide a “custom” program.
 - ◆ The proposer will have the capability and capacity to provide all required services.
 - ◆ All sites for outreach, enrollment and program operations are clearly identified.
 - ◆ Program and service sites are located conveniently for the targeted youth.
- iv Program Performance Outcomes
 - ◆ Proposal states the number of participants expected to be served in each major program area.
 - ◆ Proposal states the short-term benefits for participants in each major program function.
 - ◆ Proposal states the long-term benefits for participants in each major program function.
 - ◆ Goals for placing youth in employment or education are clearly stated.
 - ◆ Goals for youth attainment of a degree or certificate are clearly stated.
 - ◆ Numeracy and Literacy gains for basic skills deficient out-of-school youth are clearly stated.

ii. Budget Narrative – 30 points

- i. All required information, including staff, operational and other needed costs, is provided in the required budget format according to instructions.
- ii. Line-item budget is accurate and complete.
- iii. Proposer has demonstrated that it is fiscally solvent.
- iv. Proposer demonstrates multiple funding sources and not WIA-dependent.
- v. The proposer is part of a collaborative partnership with other organizations that are providing innovative staffing approaches and/or in-kind services for the overall project.
- vi. The amount of supplemental funding being provided to the program by the proposer is at least twenty-five percent (25%) of the total funding needed to deliver the proposed services.
- vii. Proposer describes the management oversight of the WIA youth program operations and the site location of the administrative activities.

iii. Extra Points – 30 points

- i. Maximum of 10 points – Two (2) points each for formalized agreements with County Probation, County Department of Children’s Services, Foster Care programs, Transitional Aide to Youth (TAY) program, County Superintendent of Schools and local Alternative Education site.
- ii. 10 points – Proposals serving 100% out-of-school youth.
- iii. 10 points – Proposals with at least 35% of funds allocated “directly” to youth. This includes training, supplies, participant wages, supportive services and stipends.

b. Funding Recommendations

Recommendations for funding will be based on the following:

- ◆ The ranked score of the proposal;
- ◆ Consideration of the funding priorities or geographical distribution of selected proposals as applicable to each program;
- ◆ Prior negative administrative and programmatic performance and compliance as a County-funded project, if applicable; and

- ◆ Cost vs. benefit of the proposed program. Proposals that do not budget at least 35% of total funding directly to participants may not be recommended for funding.

In accordance with Federal/State regulations, projects previously funded by the County or the LWIB will be reviewed for past performance, including financial management, progress and annual reports, monitoring results, audit reports, results of credit worthiness and any other relevant information. This review may result in one or more of the following actions: a) the project may not be selected for funding; b) the amount of funding may be reduced; or c) Contract award conditions may be placed in the Contract.

Proposals are first submitted to the WIB Youth Council who make recommendations for funding to the LWIB. The LWIB then makes final funding recommendations to Board of Supervisors. The Board of Supervisors has the sole authority to make all final decisions for funding and Contract authorization.

County staff will conduct a pre-award site review to determine the administrative capacity of the proposer, and to address the ability of the proposer and/or its partners to deliver the proposed services. This review may include a request for appropriate documents (e.g., insurance), and completion of Fiscal and Administrative Capacity Policies & Procedures for County and/or LWID review.

If a proposing organization has little or no experience administering a WIA Youth Program, the County may require a WIA experienced mentor agency to assist and provide program guidance for the initial Contract period. This is in order to build the capacity and ensure that organizations are successful and fully understand the WIA Youth Program. This may include limiting youth participant numbers. These provisions are to ensure overall County performance outcomes.

c. Notification Process

All proposers submitting a proposal will receive written notification of the funding recommendations made by the WIB Youth Council to the LWIB.

d. Rejection of Proposals

The County reserves the right to reject all of any proposals received pursuant to this RFP. The county will not pay for any information herein requested, nor is it liable for any costs incurred by those submitting proposals. The County reserves the right to select the Contractor(s) who will most meet the needs of the County and the proposed program(s); the selection will not necessarily be based solely on cost.

e. Appeals

- a. An appeal of a denial of award can only be brought on the following grounds:
 1. Failure of WDD 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 87100 et seq.
 3. A violation of State or Federal law.

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

County of San Bernardino
Workforce Investment Board
Attention: Youth Council Chairperson
215 North D Street, Suite 301
San Bernardino, CA 92415-0046

- c. Accepted appeals will be processed and reviewed by a panel convened by the Chairperson of the Youth Council and the Director of WDD.
- d. The Youth Council and WDD will consider only those specific issues addressed in the written appeal.

E. FINALIZING THE CONTRACT AGREEMENT

The following requirements apply to projects selected for funding. These requirements are explained below for planning purposes in processing Contract awards.

a. Submission of Additional Materials

Upon selection of the projects to be funded, Contractor(s) will be required to meet with WDD staff to provide additional information prior to funds being awarded. The County is not obligated to fund such projects until the proposer submits correctly completed documents requested by the County and a final Contract is fully executed by both the County and the Contractor.

b. Contract Award Conditions

Contract award conditions include any requirements deemed necessary by the County. The County may add one or more Contract award conditions to the Contract before or after funding. If conditions are added, these will be discussed with the proposer before they are made part of the Contract. The selected project proposal may be included under the scope of work section, in whole or in part, in the fully executed Contract.

c. Contract

A copy of the executed Contract and all the attachments will be sent to the project director. A proposer/contractor shall not incur any costs until the proposer/Contractor has received a copy of the fully executed Contract. When the executed Contract is received, the Contractor may begin to submit claims for payment of costs.

d. Contract Award Amounts

Due to the limited amount of funds available, it may be necessary for the County to reduce the amount of the Contract award from that requested by the proposer. In addition, the County reserves the right to negotiate budgetary changes with the proposer prior to executing the Contract. If either of these actions is required, the County will notify the proposer prior to executing the Contract. The County reserves the right to cancel or modify this RFP or the scope or funding of the program to any extent necessary to ensure compliance with State and or Federal guidelines once the reauthorization successor legislation is signed, or impacts due to Federal and State budget appropriation processes that may increase or decrease available funds.

e. Use of ARRA Funds and Requirements

- i. This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 (“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 twenty-five percent (25%); 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.
- ii. 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.
- iii. The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. The 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. The 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. The 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.
- iv. The 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. The Contractor must contact the County with any questions regarding registration requirements.

f. Schedule of Expenditure of Federal Awards.

- i. 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. The 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, the Contractor agrees to separately identify to each subcontractor and document at the time of subcontract 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.

- ii. The 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.
- iii. Whistleblower Protection – Contractor agrees that both it and its subcontractors shall comply with section 1553 of the ARRA, which prohibits all non-Federal contractors, including the State, and all Contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; or (4) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds. Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA.

F. ADMINISTRATIVE REQUIREMENTS

The following requirements apply to projects selected for funding. These requirements are explained below for planning purposes.

a. A Review of WIA Regulations

The WIA Regulations contain information and requirements necessary to the project. Contractors must administer their programs in accordance with the WIA Regulations. Failure to comply with these requirements can result in the withholding of funds or termination of the Contract. You will find various regulations at the following website: http://www.edd.ca.gov/Jobs_and_Training/Policy_and_Guidance.htm.

b. Internet Access

Funded projects must maintain Internet access with an established e-mail address.

c. Progress Reports and Data Collection

Funded projects are required to participate in data collection and to submit progress and closeout reports required by the program. All required reports have to describe activities and services provided and the number of participants served in specific activities during the report period. Contractors are required to keep accurate records and routinely document the progress of each participant in achieving program objectives.

A final program report is due thirty (30) days after the end of the State fiscal year (June 30). The final report should address performance objectives achieved by the project and what lessons were learned that could improve future services. These records must be kept by the Contractor for a period of not less than three (3) years. During programmatic monitoring visits, the County will review these records for accuracy and compare them with the reported data submitted on the progress reports.

d. Monthly Request for Reimbursement Claim

Funded 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: Youth Team. 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.

e. 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. Program data shall be retained locally and made available upon request or turned over to the County. If said records are not made available at the County's scheduled monitoring visits the Contractor may, at the County's option, be required to reimburse the county for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the following month's claim for reimbursement.

f. Monitoring and Evaluation Requirements

A monitoring visit is an onsite assessment by the County to determine if the Contractor and project is in compliance with the terms of the Contract, the RFP, and WIA regulations. Contractors and projects will be monitored on a random or as-needed basis. The monitoring will cover all areas of project operation, fiscal management, and will include a review of the source documentation as substantiation for project goals, objectives, activities, and use of WIA funds. Each on-site assessment will be followed by a formal report of findings. Any finding requiring corrective action will be documented and will include a timeline for completing the corrective action(s).

In addition to monitoring project compliance, County staff will review program effectiveness. Program effectiveness is determined through the review, assessment, and evaluation of project performance. The determination of program effectiveness can involve either a review of process activities related to service delivery or an assessment of outcomes and the impact of the project on the service population and on the community, or both. Contractors selected for funding may be required to collect and submit data for evaluation purposes. Contractors must have an internal quality control system to monitor progress toward achieving Contracted goals, as well as, the quality of program operations, administrative and participant activities.

g. Information on Former County Administrative Officials

Contractors are required to provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent their 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. This list 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.

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

h. 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 that requires all staff members working with youth to be fingerprinted and comply with other laws pertaining to youth work.

i. Disclosure of Civil and Criminal Proceedings

The County reserves the right to request the information described herein from the Proposer. Failure to provide the information may result in disqualification from the selection process and no Contract award to the Proposer. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Proposer 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 Contract award.

The Proposer 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 (10) 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 firm’s business, or whether the firm or any of its partners, principals, members, associates or key employees has, within the last ten (10) 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 Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Proposer may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees, within the last ten (10) years have been the subject of legal proceedings, as defined herein, arising directly from the provision of services by the firm of 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 Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision, “key employees” includes any individuals providing direct service to the County. “Key employees” does not include clerical personnel providing service at the Proposer’s offices or locations.

PART IV – CHECKLIST

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.

A. PROPOSAL COVERSHEET

- ◆ Proposal Cover Sheet – Attachment I (signed by the official authorized to enter into a Contract)
- ◆ Letter of Authorization – format provided in Attachment II
- ◆ Service Provider Information Summary – Attachment III
- ◆ Contracting Experience – Attachment IV
- ◆ Statement of Proposer’s Experience – Attachment V

B. THE PROJECT NARRATIVE

- ◆ Problem Statement
- ◆ Plan and Implementation
- ◆ Program Performance Measures & Outcomes
- ◆ Linkages – Attachment VI
- ◆ Formalized Agreements (sample agreement included as Appendix C)

C. THE PROJECT BUDGET

- ◆ The Budget Narrative
- ◆ Total Budget Request – Attachment VII
- ◆ Organizational Chart
- ◆ Job Description/ Résumé of WIA Personnel – Attachment VIII
- ◆ Financial Audit/Statements
- ◆ Credit Authorization – Attachment IX
- ◆ Leveraged Resources – Attachment X
- ◆ Proof of Insurance Coverage’s