



# Request for Proposal

## RFP #19-03-DQ Stanislaus County Workforce Development Welfare to Work (WTW) Program

### RFP INFORMATION:

**PROPOSAL RESPONSE DATE:**  
March 14, 2019

**PROPOSAL RESPONSE TIME:**  
NO LATER THAN 2:30 P.M.

**DELIVER PROPOSAL SUBMITTALS TO:**

Stanislaus County GSA Purchasing Division  
1010 10<sup>th</sup> St., Suite 5400  
Modesto, CA 95354

Proposers are required to submit one (1) original hard-copy proposal response (including all required attachments) to the address above and one (1) copy electronically via [www.planetbids.com](http://www.planetbids.com). Hard-copy proposals shall clearly identify the project name, RFP number, and RFP response date on the outside of the package, and be delivered in a sealed package. Failure to do so may cause the proposal to be rejected.

**PRE-PROPOSAL CONFERENCE DATE:**  
February 19, 2019

**PRE-PROPOSAL CONFERENCE TIME:**  
3:30 P.M.

**LOCATION OF PRE-PROPOSAL CONFERENCE:**  
County Center III  
917 Oakdale Road, Modesto CA (Room 3)

**MANDATORY ATTENDANCE AT PRE-PROPOSAL CONFERENCE REQUIRED: NO**  
**If attendance is mandatory, failure to attend this conference will result in rejection of bid.**

**Any changes to this Bid are invalid unless specifically modified by Stanislaus County (County) and issued as a separate addendum document. Should there be any question as to changes to the content of this document, County's copy shall prevail. All addenda and notices related to this solicitation will be posted by County on Public Purchase. In the event this Bid is obtained through any means other than Public Purchase, County will not be responsible for the completeness, accuracy, or timeliness of the final Bid document.**

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## SECTION ONE—INTRODUCTION

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### 1.1 Statement of Purpose

The County of Stanislaus (County) is seeking proposals from qualified and experienced organizations to provide employment services to County residents enrolled in the Welfare to Work Program and receiving CalWORKs assistance.

The StanWORKs Divisions of Community Services Agency (CSA) and Stanislaus County Workforce Development (SCWD) work together to provide a range of services to Welfare to Work (WTW) customers in various stages of employment or employability. Families entering into and receiving public assistance face a variety of personal and social barriers that affect their ability to find and sustain employment. For these families, their ability to succeed is dependent upon obtaining assistance to overcome or cope with barriers such as chemical dependency, physical, mental or learning disabilities, behavioral health issues, criminal records, sexual abuse, domestic violence, high cost and/or lack of adequate housing, homelessness, transportation, child care services, limited or no work history, limited education or no High School Equivalency or Diploma, or limited English. Each family is unique; therefore, the program needs to be flexible in addressing their needs. Service providers must be able to identify barriers and provide services to address the barriers that may hinder a family from self-sufficiency

In order to achieve the goals of being self-sufficient, the WTW program is looking for one or more delivery models that focus on providing services needed to reduce and eliminate barriers to employment. The plan should deliver comprehensive, integrated, innovative, and effective services to the customers. Reducing dependency on public assistance requires the development of a plan that focuses on individual unique needs. Flexible scheduling opportunities and distribution of services across the County (especially in the outlying communities of Oakdale, Patterson and Turlock) are critical in meeting customer's success and WTW State and Federal program requirements. Flexibility and creativity in service delivery is highly desirable.

CalWORKs WTW customers must meet the required 20/30/35 hours of participation in WTW activities every week to meet the State and Federal participation requirements and providers are encouraged to offer services to customers up to forty (40) hours per week. Customers may be required to participate in more than one activity at the same time. Proposers should consider how their program proposals would complement the continuing and on-going services currently provided by the StanWORKs divisions of CSA and SCWD.

Proposers are encouraged to offer services in one or more of the activities outlined below.

1. SPANISH JOB READINESS
2. COMMUNITY SERVICE PROGRAM PLUS (CSP+)
3. VOCATIONAL ENGLISH AS A SECOND LANGUAGE (VESL)
4. HIGH SCHOOL EQUIVALENCY (HSE) PREPARATION & ADULT BASIC EDUCATION (ABE)
5. SPANISH WELFARE TO WORK ORIENTATION

Proposers shall offer one or more activity(s) described above in the designated service areas outlined below. Proposers must offer services to participants in the zip code defined per activity or within the parameters noted. The number of awards per activity per service areas are outlined in the charts below. Total number of customers served for Fiscal Year 2017-2018 for specific activities are listed below for reference and caseload projections. *Separate proposals must be submitted for*

each service area and each activity within a service area. Proposer may submit more than one proposal and may receive funding for more than one activity per service area. For example, proposer may submit proposals for service area one (1) for two activities and service area three (3) for 1 activity however must submit three (3) separate complete proposals.

A maximum of two (2) awards for the CSP+ activity may be funded within the 95354-area code. For the CSP+ activity offered in the 95358-zip code, services must be provided either in the Community Services Facility (CSF) located at 251 E Hackett Road or within a two (2) mile radius of the facility. A classroom is available for rent at the CSF location where a proposer may offer services. The classroom may be rented at an approximate cost of \$200.00 monthly.

1. MODESTO*	ZIP CODE	AWARDS	FY 17/18 CUSTOMERS SERVED
Spanish Job Readiness	95354	1	34
CSP+	95354	2	344
CSP+	95358	1	100
VESL	95354	1	103
HSE/ABE	95354	1	142
Spanish WTW Orientation	95354	1	29

\*For zip code 95354, all services must be provided within a two (2) mile radius of the Downtown Transit Station located at 1029 9<sup>th</sup> Street, Modesto 95354.

2. TURLOCK	ZIP CODE	AWARDS	FY 17/18 CUSTOMERS SERVED
CSP+	95380	1	21
HSE/ABE	95380	1	22
VESL	95380	1	25

3. OAKDALE	ZIP CODE	AWARDS	FY 17/18 CUSTOMERS SERVED
CSP+	95361	1	137
HSE/ABE	95361	1	18

4. PATTERSON	ZIP CODE	AWARDS	FY 17/18 CUSTOMERS SERVED
CSP+	95363	1	93
HSE/ABE	95363	1	10

The successful proposer must meet all the requirements and expectations listed, as well as all the general contractual requirements mandated by the County. Any specifications and processes defined in this Request for Proposal (RFP) reflect the current environment, but in no way limit response to this solicitation. However, all proposers must thoroughly explain how their offering meets the minimum service and deliverable expectations specified in the RFP. Award shall be made to the proposer whose proposal is determined in writing to (a) best meet the criteria set forth herein and (b) provide the best value to the County.

This RFP contains instructions governing the requirements for proposals, including the format in which proposal information is to be submitted and the material to be included, the requirements that must be met to be eligible for consideration and the responsibilities of the Proposer before and after implementation.

## 1.2 Scope of Services

Proposers shall submit a complete Scope of Work that explains in detail what the Proposer's offering. This proposed Scope of Work will be used as the basis for negotiating the final Scope of Work for inclusion in the resultant Contract, if such is awarded. The RFP contains the minimum list of services and deliverables the selected Proposer is expected to provide to provide the County. See Exhibit A for the County's Technical Specifications.

## 1.3 RFP Intent

The fundamental program goal is to provide WTW customers with increased skills, better access to the job market, higher wages and unsubsidized employment. Proposals must clearly address at least one of the program categories outlined in the "Statement of Purpose" to be fully competitive. Proposals that provide access to on-line or distance learning to maximize program participation are encouraged. Additionally, the following are key performance objectives for the Welfare to Work program.

- Increase customer program participation hours per week in assigned activities;
- Improve customer outcomes through greater accountability;
- Increase number of customers overcoming personal barriers and completing assigned activities;
- Develop life skills strategies leading to employment;
- Decrease number of customers in non-compliance or sanction status due to customer non-participation in the WTW program; and
- Increase number of WTW customers leaving the CalWORKs program due to employment.

SCWD will determine the funding amounts for all awarded contracts based on available funds, evaluation committee scoring and the needs of the County. Following are several conditions of award:

- Contracts must serve Stanislaus County residents enrolled in the CalWORKs program
- Local government, public or non-profit agencies, public or private education agencies or for-profit businesses are invited to submit proposals
- Contracts will be on a cost reimbursement basis. Invoicing must be submitted using Cash Basis Accounting.
- Contractor shall be compensated for the services provided under this agreement with the following stipulations:
  - Contractor shall not charge or collect any share of cost from customers for any contracted services provided under this agreement.
  - Contractor agrees that the costs to be charged to SCWD for contracted services for the term of the contract includes all allowable Contractor costs, both indirect and direct, relative to the contract.

- SCWD shall not be required to purchase any definite amount of services nor does SCWD guarantee to Contractor any minimum amount of funds or referral of customers.
- The contract award process is generally as follows:
  - SCWD and GSA will oversee the evaluation process. Working with partner agencies, SCWD will establish a Proposal Evaluation Committee.
  - The Evaluation Committee (EC) will score the proposals electronically and submit the results to Stanislaus County General Services Agency (GSA).
  - Performance monitoring requirements will be identified in the final contract.
  - Subsequent year funding extension is not guaranteed. Reasons for non-reauthorization could include, but are not limited to, lack of performance by contractor and/or loss of revenue sources and/or change of program direction.

#### **1.4 Welfare to Work (WTW) Target Populations and Service Areas**

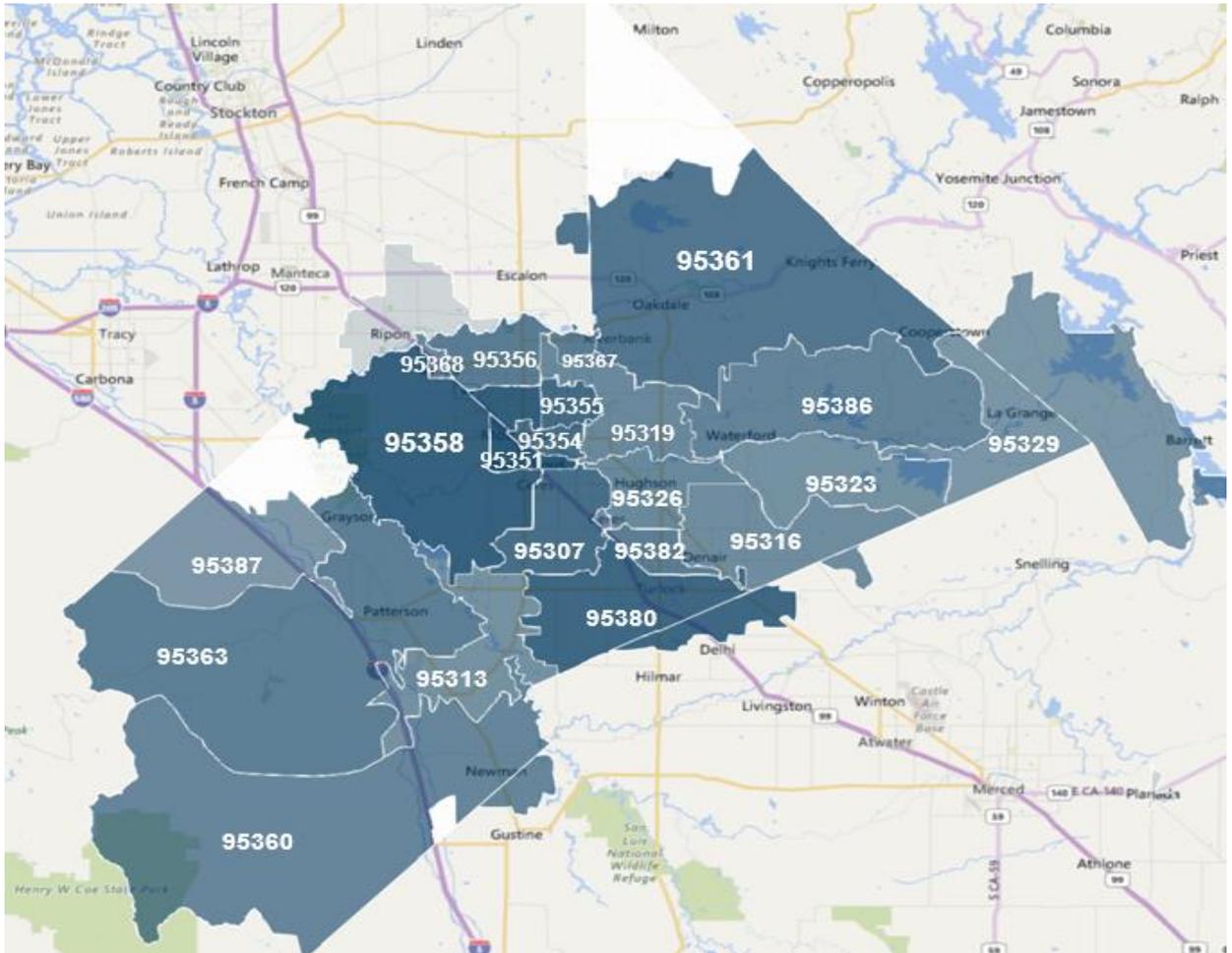
Proposers may design program components for the general WTW population for a specific service area. The following table and maps are designed to assist the proposer in understanding the total number of WTW customers to be served and allowing them to gauge the relative capacity of their program proposal. In the maps below, participants are customers who are actively engaged in a program component or activity such as Spanish Job Readiness, Community Service Plus, Vocational English as a Second Language, High School Equivalency Program/Adult Basic Education (English and/or Spanish), or Spanish WTW Orientation.

Proposals must demonstrate the ability to provide employment services to the target populations. All programs must show the capacity and flexibility to integrate and coordinate program services with community partners to achieve program performance goals. Services shall be limited to residents of Stanislaus County and individuals enrolled in the WTW Program as referred by the Community Services Agency.

Collaboration with community based organizations, public agencies, education and training providers, and behavioral health service providers is essential to ensuring a diverse network of services and work-related activities are accessible to WTW customers throughout the county. Stanislaus County has an opportunity to enhance services that will assist families in obtaining unsubsidized employment through this Request for Proposal (RFP) process.

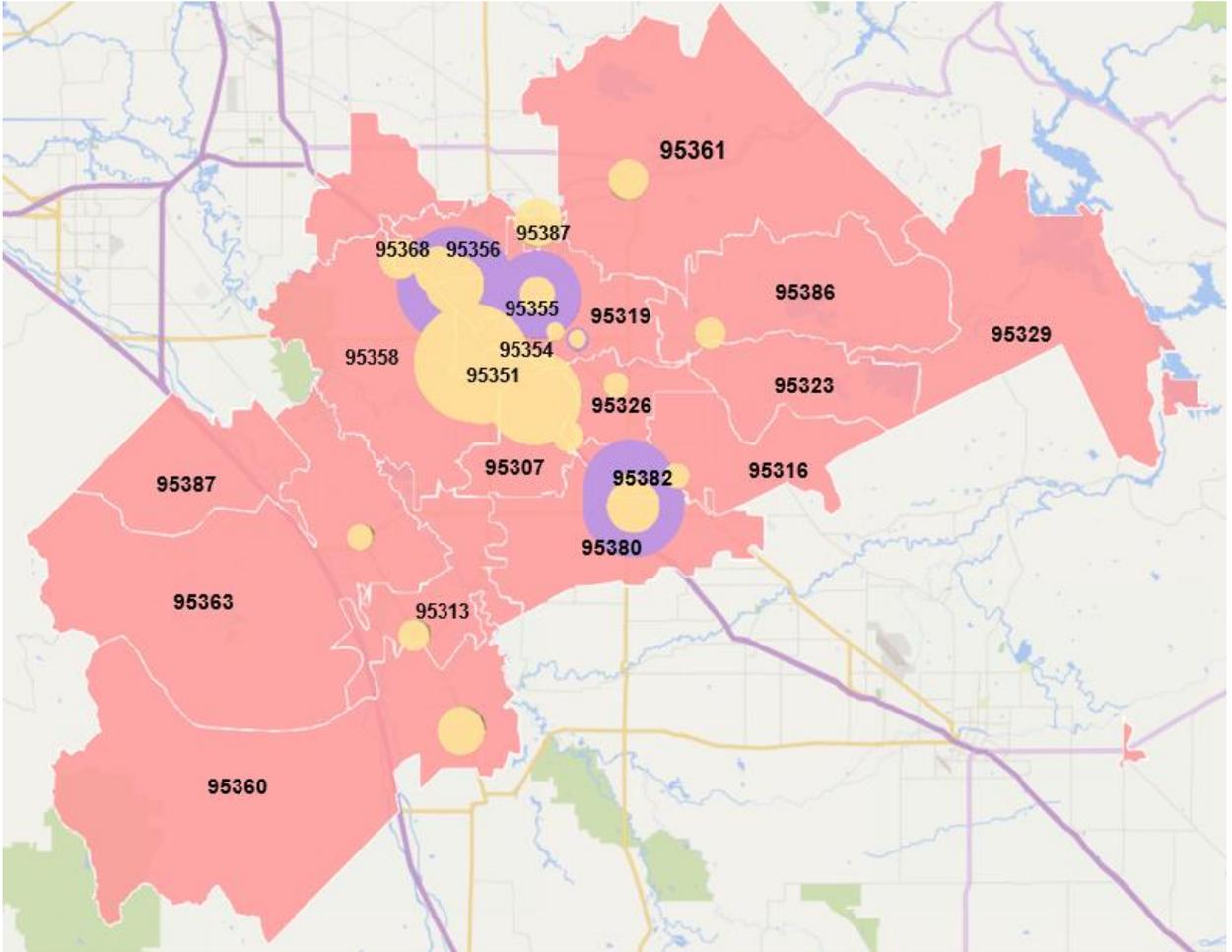
Funds received under these programs may not be used to supplant or substitute for other local, private, Federal, State and/or County grants or awards. The definition of supplanting is contained in 30131.4 of the Revenue and Taxation Code.

## Number of WTW Customers by Zip Code:



Name of Cities	Zip Code	Number of Welfare Participants	Name of Cities	Zip Code	Number of Welfare Participants	Name of Cities	Zip Code	Number of Welfare Participants
Ceres	95307	345	LaGrange	95329	5	Oakdale	95361	232
Crows Landing	95313	12	Modesto	95350	548	Patterson	95363	136
Denair	95316	26	Modesto	95351	634	Riverbank	95367	153
Empire	95319	49	Modesto	95354	329	Salida	95368	50
Empire	95365	1	Modesto	95355	377	Turlock	95380	438
Empire	95366	1	Modesto	95356	162	Turlock	95382	146
Hickman	95323	12	Modesto	95357	61	Waterford	95386	94
Hughson	95326	54	Modesto	95358	525	Westley	95387	4
Keyes	95328	32	Newman	95360	70			

## WTW Customers whose primary language is Spanish or Middle Eastern Dialect:



### 1.5 Contract Duration

The County intends to enter into an Agreement (Contract) with an initial effective period of July 01, 2019 through June 30, 2020. The County reserves the right to extend this Contract on a year-to-year basis; however, in no case shall the renewal extend beyond two (2) years from the expiration date of the original Contract. An extension of the term of this Contract may be affected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the County's maximum liability will also be affected through an amendment to the Contract and shall be based upon rates provided in the original Contract and proposal.

### 1.6 Other Government/Publicly Funded Agencies

If mutually agreeable to all parties, the issuance of any resultant contract and/or purchase order referencing the scope of services and modified by mutual agreement between all parties may be extended to other government or publicly funded agencies. All terms and conditions as specified in the agreement shall apply.

## **1.7 Proposal Deadline**

Original proposals shall be submitted no later than the Proposal Deadline time and date detailed in Section 2 - RFP Schedule of Events. Proposals shall be delivered in a sealed package and clearly identify the Project Name, RFP Number, and RFP response date on the outside of the package. Failure to do so will cause the proposal to be rejected. It is the County's recommendation that the delivery method chosen require a receipt confirmation. Proposers shall respond to the RFP and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Proposers assume the risk of the method of dispatch chosen. The County assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by the County. Late proposals shall not be accepted nor shall additional time be granted to any potential proposer.

Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means unless specifically requested by Stanislaus County General Services Agency Purchasing Division (Purchasing).

## **1.8 Nondiscrimination**

Stanislaus County does not unlawfully discriminate in violation of any federal, state, or local law, rule, or regulation because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy-related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

No person shall be excluded from participation in, denied benefits of, discriminated against in the admission or access to, or discriminated against in treatment or employment in the County's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law. Additionally, no person shall be excluded from participation in, denied benefits of, or otherwise subjected to discrimination in the performance of contracts with the County or in the employment practices of the County's proposers. Accordingly, all Proposers entering into contracts with the County shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

## **1.9 Assistance to Proposers with a Disability**

Proposers with a disability may receive accommodation regarding the means of communicating this RFP and participating in this procurement process. Proposers with a disability should contact the RFP Point of Contact identified in Section 3.1 to request reasonable accommodation no later than the deadline for accommodation requests detailed in Section 2 - RFP Schedule of Events.

## SECTION TWO—RFP SCHEDULE OF EVENTS

### 2.1 Schedule of Events

The following Schedule of Events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be prior to 5:00 P.M., Pacific Daylight Time. The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

SCHEDULE OF EVENTS		
1	County Issues Request for Proposal (RFP)	February 06, 2019
2	Pre-Proposal Conference ( <b>3:30 P.M.</b> )	February 19, 2019
3	Question Deadline	February 26, 2019
4	Assistance to Proposers with a Disability Deadline	March 14, 2019
5	Submission Deadline ( <b>2:30 P.M.</b> )	March 14, 2019
6	Mail - Notice of Intent to Award	April 12, 2019*
7	Protest Deadline	April 19, 2019*
8	Appeals Deadline	May 03, 2019*
9	Proposer Transition / Final Inspection	May 03, 2019*– June 30, 2019*
10	Begin Contract Services	July 01, 2019

\*Denotes tentative date

## 2.2 Pre-Proposal Conference

A Pre-Proposal Conference for all potential proposers is scheduled at the time and date set forth below and in the preceding Section 2.1, Schedule of Events.

<b>PRE-PROPOSAL CONFERENCE LOCATION</b>	
<b>Stanislaus County</b>	<b>Stanislaus County Workforce Development</b>
Date: February 19, 2019	Time: 3:30 P.M.
Address: 917 Oakdale Road	City: Modesto
Room: 3	

The purpose of the Pre-Proposal Conference is to discuss the work to be performed with the prospective Proposers and allow for questions concerning the RFP. Proposers are strongly encouraged to (a) read through this RFP document in its entirety prior to the scheduled Pre-Proposal Conference, and (b) bring the RFP document in printed format to the scheduled Pre-Proposal Conference. The Pre-Proposal Conference serves solely to clarify the contents of the RFP and is not intended to provide technical assistance to Proposers or to add information to this RFP. The purpose is to answer questions, respond to previously-submitted written questions, and clarify any ambiguities. Such clarification may aid potential proposers in deciding whether to submit proposals.

Oral responses to questions at the Pre-Proposal Conference are considered tentative and nonbinding on the County. To ensure accurate and consistent responses to all Proposers, the County's official responses to all questions shall be published by written Addendum after the Pre-Proposal Conference.

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**SECTION THREE—GENERAL REQUIREMENTS AND INFORMATION**

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**3.1 Proposal Inquiries**

Questions regarding this proposal shall be made in written form to:

<b>RFP POINT OF CONTACT</b>	
<b>Stanislaus County</b>	<b>General Services Agency / Purchasing Division</b>
1010 10 <sup>th</sup> St., Ste. 5400	Modesto, CA 95354-0859
Attention: Denelle Qualls	PH: (N/A – ALL QUESTIONS TO BE IN WRITING)
E-mail: GSA_Purchasing@StanCounty.com	FX: 209-525-7787

All inquiries shall be submitted before 5:00 P.M. Pacific Time on the date shown above in Section 2 – Schedule of Events. Responses by the County and any change in requirements will be done in the form of a written Addendum. The receipt of any resulting Addendum must be acknowledged in accordance with the directions on the Addendum. Oral explanations or instructions given before the award of the Contract will not be binding upon the County.

Proposers shall direct any questions or requests for clarification in writing to the RFP Point of Contact (or designee) named above. Proposers seeking information related to this RFP, including the scope of services described herein, obtained from sources other than the RFP Point of Contact (or designee) do so at their own risk. The County cannot be responsible for the completeness, accuracy, or timeliness of such information.

**3.2 Proposal Format**

Proposals must be submitted in the format identified in Section Five—Proposal Submittal Process. All items shall be completed and the signatures of all persons signing shall be written in longhand. The County may reject proposals not submitted in the specified format.

Proposals shall clearly identify the project name, RFP number, and RFP response date on the outside of the package, and be delivered in a sealed package no later than 2:30 P.M., to:

Stanislaus County  
GSA Purchasing Division  
1010 10th Street, Suite 5400  
Modesto, CA 95354-0859

**3.3 Proposals Received Late**

Proposals received after the time specified will not be considered for evaluation, and will be returned unopened to the respective proposer.

**3.4 Proposal Errors**

Mistakes in a Proposer's submittal must be corrected and the correction inserted; the person signing the proposal must initial the correction in ink. The County reserves the right to waive any informalities or minor irregularities in connection with proposals received.

### **3.5 Default or Failure to Perform**

The principal protection of the County's interests in the case of default or other failure to perform shall be by means of bonds. Below are descriptions of the types of bonds. No Bonds are required for this RFP unless an alternate option for financial reports is required.

### **3.6 Proposal Security**

If required, proposal security shall take the form of a bond, a cashier check, or a certified check, representing the Proposer's firm commitment to stand behind the RFP price. The Proposer's bond shall be prepared and guaranteed by a California admitted corporate surety made payable to the "County of Stanislaus" or the certified check shall be issued and certified by a responsible bank or banker. As a general rule, the Proposer's security is in the amount of ten percent (10%).

### **3.7 Performance Bonds**

A performance bond may be required to secure fulfillment of all of the Proposer's obligations under the contract. If required, the successful proposer shall file with the County a surety bond satisfactory to the County in the amounts noted prior to the execution of the contract or awarding of an RFP by the County. Bonds shall be duly executed by a responsible corporate surety authorized to issue such bonds in California and secured through an authorized agent with an office in California. Proposer shall pay all bond premiums, costs and incidentals.

### **3.8 Payment Bonds**

If required to assure the proposer's full discharge of its obligations to sub-proposer, suppliers, and other labor used on the project, the successful proposer shall file with the County a surety bond issued by a California admitted surety in the amounts noted.

### **3.9 County Code**

All provisions of the County Code are applicable to any proposal submitted or contract awarded pursuant thereto. Note: Stanislaus County enacted a Local Vendor Preference in 2008; however, federally-funded projects prohibit geographically-based preferences. Therefore, the County's Local Vendor Preference policy does not apply to this federally-funded procurement.

### **3.10 Cash Discounts**

Cash discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Cash discounts offered for payment in twenty (20) or more days will be subtracted from the total Proposal price for the purposes of the Proposal evaluation. Any cash discount offered by the successful proposer will be accepted by the County, whether or not it was considered as a basis of award. All cash discounts, if taken, shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, whichever is latest.

### **3.11 Timing of Award**

Within thirty (30) days after the proposal opening, a Contract may be awarded by the County to the Proposer whose proposal is determined in writing to be the best value to the County, taking into consideration price and adherence to the specifications set forth herein. The time for awarding a contract may be extended at the sole discretion of the County, if required to evaluate proposals or for such other purposes as the County may determine.

### **3.12 Right of Rejection**

The County reserves the right to reject any and all proposals, as it may deem proper in its absolute discretion.

### **3.13 Form Contract/Exceptions and Alternatives**

The Sample Contract attached to this RFP contains terms and conditions that will become binding upon the successful proposer upon execution of the agreement/contract. This Sample Contract is attached solely for the purpose of informing Proposers of the fixed, predetermined, standard contract provisions with which the successful Proposer will be required to comply.

If the Proposer suggests alternatives or states exceptions to any term or condition in the Contract, or to any provision or requirement of the RFP, such alternative or exception shall be clearly stated and identified in the submitted proposal. Any alternatives or stated exceptions proposed must satisfy all minimum qualifications specified in this RFP. The successful Proposer will otherwise be expected to sign the Contract upon award of the contract. The County expressly reserves the right, in its sole discretion, to (1) reject a proposal containing any exception or alternatives as non-conforming, or (2) accept any proposal alternative or exception and to award a contract based thereon if determined to be in the best interest of the County.

### **3.14 Failure to Comply**

The County cannot accept any proposal that does not comply with all of the above-stated requirements.

### **3.15 Disqualification**

Any of the following may be considered cause to disqualify a Proposer without further consideration:

1. Evidence of collusion among Proposers;
2. Any attempt to improperly influence any member of the Evaluation Committee;
3. A Proposer's default in any operation of a contract/agreement which resulted in termination of that contract/agreement; and/or
4. Existence of any lawsuit, unresolved contractual claim, or dispute between Proposer and the County.

### **3.16 Protest and Appeal Procedures**

#### **3.16.1 General**

Potential bidders, proposers, and sub-proposers wishing to protest or appeal procurement or contracting decisions by the County of Stanislaus GSA-Purchasing Division must follow the procedures provided by this section. Protests or appeals that are not submitted in accordance with these procedures will not be reviewed.

Any complaint regarding this procurement must be handled through the administrative processes defined herein. Failure to adhere to, or attempting to circumvent or influence these administrative processes by contacting persons other than the Purchasing Agent or designee identified in Section 3.1 of this document, shall result in the protestor's immediate disqualification from consideration of award.

#### **3.16.2 Definitions**

For the purposes of this procedure:

1. "Bid" includes the term "offer" or "proposal" as used in the context of formal, informal, or negotiated procurements.
2. "Chief Executive Officer" means the Stanislaus County Chief Executive Officer.
3. "Days" means working days of the County of Stanislaus.
4. "Filing Date" or "Submission Date" means the date of receipt by Purchasing.
5. "Interested Party" means an actual or prospective Bidder or Proposer.
6. "Purchasing Agent" means the Stanislaus County Purchasing Agent.

### **3.16.3 Protest Procedure**

1. Any Interested Party may file a written protest with the Purchasing Agent not later than five (5) days after date of mailing a Notice of Intended Award.
2. The protest shall be physically delivered or sent by registered mail to the Purchasing Agent. The County will not consider protests submitted electronically.
3. The protest must be physically received by the Purchasing Agent before 5:00 PM local time on the last day of the five (5) day protest period.
4. The protest filed with the Purchasing Agent shall:
  - a. Include the name, address, and business telephone number of the protestor;
  - b. Identify the project under protest by name, RFP/quotation/bid number, and RFP/quotation/bid date;
  - c. Contain a concise statement of the grounds for protest; provided, however, RFP or bid process and procedures, including evaluation criteria, shall not be proper grounds for protest. Concerns related to those issues must be raised and addressed, prior to the bid or proposal opening date to allow adjustments before evaluation of bids or proposals; and
  - d. Include all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during any appeal.

### **3.16.4 Protest Review**

1. Upon receipt of a protest, the Purchasing Agent shall review all the submitted materials and shall create and retain a written record of the review. The Purchasing Agent shall respond in writing at least generally to each material issue raised in the protest not later than ten (10) days after receipt of the protest.
2. If the protested procurement involves federal funds, the Purchasing Agent shall give notice to the interested party that he or she has the right to appeal to the appropriate federal agency which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested parties.
3. Purchasing Agent decisions may be appealed in writing to the Chief Executive Officer or his/her designee(s), with a copy to the Purchasing Agent, not later than ten (10) days after date the Purchasing Agent's decision is mailed to the protesting party. However, RFP or bid process and procedures, including evaluation criteria, shall not be proper grounds for appeal. A bid appeal review committee comprised of the Chief

Executive Officer or designee, the Chairman and Vice Chairman of the Board shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Purchasing Agent. The County may share the protest and appeal materials with other proposers and may request for them to comment on the protest and appeal. The appealing party may be represented by legal counsel if desired. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation. The decision of the bid appeal review committee shall be final.

4. If the protested procurement involves Federal funds, interested parties may have the right to appeal to the appropriate Federal agency. When applicable, the Purchasing Agent shall give notice to the interested party that he or she has the right to such an appeal and shall identify the Federal agency by name and address. When applicable, an appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested parties.

### **3.17 Contract Debarment**

1. The regulations guiding Contractor Debarment are found in the Federal Acquisition Regulation (FAR), subpart 9.4 – Debarment, Suspension, and Ineligibility.
2. When a procurement or contract involves the use of Federal Funding, the Purchasing Agent (or designee) is required to determine if the contractor or subcontractor has been debarred, suspended, or proposed for debarment.
3. The Federal General Services Administration operates the web-based Excluded Parties List System (EPLS), which names all contractors debarred, suspended, proposed for debarment, declared ineligible, or excluded or disqualified under the non-procurement common rule (FAR 9.404 b 1).
4. Contractors debarred, suspended, or proposed for debarment are excluded from receiving contracts. Purchasing shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors, unless the Purchasing Agent determines that there is a compelling reason for such action. Contractors debarred, suspended, or proposed for debarment are also excluded from conducting business with the County as agents or representatives of other contractors (FAR 9.405 a)
5. Contractors included in the EPLS as having been declared ineligible on the basis of statutory or other regulatory procedures are excluded from receiving contracts, and if applicable, subcontracts, under the conditions and for the period set forth in the statute or regulation. Purchasing shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors under those conditions and for that time period (FAR 9.405 b).
6. Contractors debarred, suspended, or proposed for debarment are excluded from acting as individual sureties (FAR 9.405 c).
7. After the opening of bids or receipt of proposals, the Purchasing Agent (or designee) shall review the EPLS. Bids received from any listed contractor in response to an invitation for bid shall be rejected unless the Purchasing Agent determines there is a compelling reason to consider the bid. Proposals, quotations, or offers received from any listed contractor shall not be evaluated for award or included in the competitive range, nor shall discussions be conducted with a listed offer or during a period of ineligibility, unless the Purchasing Agent determines that there is a compelling reason to do so. If the period of ineligibility expires or is terminated prior to award, the

Purchasing Agent may, but is not required to, consider such proposals, quotations, or offers. Immediately prior to award, the Purchasing Agent (or designee) shall again review the EPLS to ensure that no award is made to a listed contractor (FAR 9.405 d 1-4).

### **3.18 Federal E-Verify Contracting Regulations**

1. As of September 8, 2009, the U.S. Citizenship and Immigration Services' has required federal contractors and subcontractors to begin using the E-Verify system to verify their employees' eligibility to legally work in the United States. E-Verify is an internet based online system operated jointly by the Department of Homeland Security (DHS) and the Social Security Administration (SSA) that confirms the identify information provided on the applicant or employee's I-9 form.
2. The new regulation only affects federal contractors who are awarded a new contract after September 8, 2009 that includes the E-Verify Clause. Federal contractors agree, through language included in their federal contracts, to use E-Verify to check the eligibility of employees hired and current employees who perform contract services during the contract term. The same clause will also be required in subcontracts over \$3,000 for services and construction. Contracts that are exempt from this rule are those that are for less than \$100,000 and those that are for commercially available off-the-shelf items.
3. Vendors awarded a federal contract that includes the E-Verify clause will be required to enroll in E-Verify within thirty (30) days from the contract award date. This process will require vendor's Human Resource Department to use the E-Verify system to verify the employment eligibility of all new hires and any existing employees directly working on the federal contracts.
4. Failure to adhere to this new standard may jeopardize vendor's Federal contracting status. Further information and instructions are available at [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

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## SECTION FOUR—TERMS AND CONDITIONS

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### **4.1 Cost of Preparation of Proposal**

The County shall not pay costs incurred in the proposal preparation, printing, or demonstration process. All such costs shall be borne by the Proposer.

### **4.2 Rights to Pertinent Materials**

All responses, inquiries, and correspondence relating to the RFP and all reports, charts, coverage maps, displays, schedules, exhibits, and other documentation produced by the Proposer that are submitted as part of the proposal shall become the property of the County after the proposal submission deadline.

Proposers shall be responsible for identifying information in their responses deemed to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information shall be held in confidence whenever possible. All other information shall be considered public after the award of the RFP.

### **4.3 Public Records Act**

Stanislaus County is a local agency subject to the Public Records Act. As such, the County is required to disclose any Records related to the conduct of the public's business, unless there is a statutory exception. All proposals become public information no later than after the award of the RFP, with the exception of those portions of a proposal that are identified at the time of the submittal by the Proposer as "Confidential" or "Proprietary" and which are reasonably deemed by the County as not being public documents that must be disclosed under applicable sections of the California Public Records Act and other appropriate statutes and regulations.

Proposers who are not publicly owned must submit proof of financial profitability and stability with their proposal.

The County has taken the position that Financial Statements such as these are exempt from disclosure under the Public Records Act under California Public Contract Code section 10165 and 20101. As such, the County maintains the confidentiality of these documents, and does not release them to third parties unless court ordered to do so.

### **4.4 American with Disabilities Act of 1990, Title II**

Stanislaus County is a local agency subject to Title II of the Americans with Disabilities Act. As such, the County is required to comply with the requirements of Title of the ADA. Title II requires State and local governments to make their programs and services accessible to persons with disabilities. While many individuals with disabilities are able to take part in various government programs and activities without any accommodations, for many others their disabilities combined with environmental obstacles impose significant barriers to an equal opportunity to participate. The ADA protects the civil rights of people with disabilities against discrimination on the basis of disability. Title II of the ADA outlines the ways in which environmental, communication, and policy barriers must be addressed by Stanislaus County and those who enter into contracts with the County.

### **4.5 Modification of Scope of Services**

The Scope of Services may be amended to meet available funding or to best meet the needs of the County. In the event that any additional services are required as identified herein, the County reserves the right to add such services by amending the Contract.

#### **4.6 Right of County to Reject Proposals**

The County reserves the right to reject any and all proposals or any part of the proposals, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the County may deem necessary.

All proposals received after the time specified in this Notice will not be considered and will be returned unopened.

#### **4.7 Examination of Proposal Documents**

Proposers shall carefully examine the specification and satisfy themselves as to their sufficiency, and shall not at any time after submission of the proposal, dispute or complain of such Specifications and the directions explaining or interpreting them. Any questions or concerns that arise shall be submitted in writing to the contact person identified in Section 3.1 prior to the question deadline.

Should a Proposer find discrepancies in, or omissions from, the specifications, or should the undersigned be in doubt as to their meaning, the undersigned shall at once notify GSA-Purchasing. Notification is to be in written form and must be submitted at least ten (10) days prior to the proposal closing date. Any interpretations by the County will be made in the form of a written Addendum. Any change in requirements will also be done in the form of a written Addendum. The receipt of any resulting Amendment must be acknowledged in accordance with the directions on the Amendment. **Oral explanations or instructions given before the award of the Contract will not be binding.**

#### **4.8 Insurance Provisions**

The "Insurance Provisions" contained in the attached EXHIBIT B are hereby made a part of this RFP and any resultant contract. The proposer shall acknowledge in their proposal responses their ability to meet these insurance requirements. All exceptions to the insurance requirements must be communicated in writing and included with the proposal response. The proposer awarded the Agreement shall provide the County with a Certificate of Insurance and endorsements meeting the requirements of the attached EXHIBIT B.

#### **4.9 Sample Contract**

A Sample Contract is attached for the purpose of informing the proposer of the County's standard contract provisions with which the successful proposer will be required to comply and, with the exception of the insurance requirements set forth therein and described in detail in section 4.7 above, do not constitute requirements of this RFP. These provisions are subject to revision by the County at any time prior to the signing of the Contract.

The submission of a proposal shall be considered an offer to contract and should the proposer be awarded a contract, shall signify the proposer's agreement to be bound by all the terms, conditions (including insurance requirements), and specifications set forth in this RFP and in the various proposal documents, unless specifically noted otherwise in the proposal, and subsequently agreed to in writing by the County.

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## SECTION FIVE—PROPOSAL SUBMITTAL PROCESS

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### 5.1 Submittal Documents

Proposers shall complete and submit the following documents in response to this RFP:

1. Signed Proposal Cover Page;
2. Proposal Checklist;
3. Exceptions to the terms and conditions of this RFP, if any;
4. Exceptions to the Sample Contract, if any;
5. Signed Non-Collusion Affidavit;
6. Response Clarification Addendum;
7. W-9;
8. Financial Report;
9. Qualification Proposal; and
10. Budget & Budget Narrative.

### 5.2 Proposal Submittal

One (1) original hard-copy proposal shall be submitted to GSA-Purchasing at the place and time specified in this RFP.

All proposals (original hard-copy and electronic) shall contain all the elements set forth in Section 5.3 and shall be submitted in separately sealed envelopes/packages, each clearly identifying the project name, number and closing date. The envelopes/packages shall be marked as follows:

**Part One - Financial Report**

**Part Two - Qualification Proposal**

**Part Three – Budget & Budget Narrative**

### 5.3 Proposal Elements

Proposers shall address the proposal elements below:

#### 5.3.1 Part One - Financial Report

**The Financial Report submittal process is only required to be submitted with the original hard-copy proposal.**

Prior to any contracts being issued a Proposer must demonstrate to the County's satisfaction that its company is financially sound. Proposers shall submit a Financial Report showing proof of financial profitability and stability, including their most recent audited financial statements. If a Proposer is not a public corporation, it too shall submit proof of financial profitability and stability with verifiable financial information of a nature comparable to audited financial statements. In some cases an alternate option may be made available upon the discretion of the Purchasing department. Contact Purchasing for more information prior to RFP proposal response date.

The Financial Report shall be submitted in its own separately-sealed envelope or binder, marked "FINANCIAL REPORT". Proposers may submit only one (1) copy of Financial Reports in the original response only, which includes detailed information about the proposer's financial condition, including:

1. Audited financial statements for the three (3) most-recent fiscal years for which the statements are available, and interim if available. The statements must include

balance sheet, income statement, and a statement of cash flows. Statements must be complete with opinion, notes, management letters, and conform to Generally Accepted Accounting Practices (GAAP). If no audited statements are available, explain why and submit unaudited financial statements. Statement of Income and Retained Earnings, for the three (3) most recent fiscal years, prepared by an independent auditing firm.

2. The percent of proposer's annual revenue this contract shall represent.

Note: Proposers may not submit income tax returns in lieu of the above requested items.

### 5.3.2 Part Two - Qualification Proposal

**The Qualification submittal process is a two-step process. One (1) Qualification Proposal is required to be uploaded electronically via [www.planetbids.com](http://www.planetbids.com) and one (1) Qualification Proposal is required to be received in office prior to the due date.**

#### **Mail/Hand Delivered:**

One (1) original hard-copy Qualification Proposal is required, in a binder with tabbed dividers. Each part shall be preceded by an 8 ½" by 11" tab divider, with each part clearly labeled. The Qualification Proposal binder shall be marked "QUALIFICATION PROPOSAL", with each binder clearly identifying the project name, number, and closing date. The Qualification Proposal shall consist of items 1 – 10 listed above, and shall contain all the elements set forth below:

1. Evidence of Proposer's authority to conduct business within the State of California.
2. Proposer's Number of years in business providing the services requested by this RFP.
3. Proposer's primary contacts (and management hierarchy) that will be available for all aspects of services under this RFP:
  - 3.1 A list of all sub-consultants that will be providing services to the Proposer for the completion of the Scope of Work and describe the role they will perform. Include for each sub-consultant:
  - 3.2 The firm's name, name of the key representative, address, valid California Contractor business license number and telephone number; or
  - 3.3 If no sub-consultant(s) will be used, include a statement stating thus.
4. Identify whether, during the prior five (5) years, any of Proposer's principals have been involved in litigation or arbitration of any kind relating to services similar to those requested by this RFP. If yes, provide the name of the public agency and briefly detail the dispute.
5. Identify whether Proposer has had a service agreement terminated for convenience or default in the prior five years. If yes, provide details of contact information for each contract, including: names, addresses, telephone numbers and the reason for termination.
6. Identify whether Proposer's firm, owners, and/or any principal or manager involved in, or is Proposer aware of, any pending litigation regarding professional misconduct or bad faith, and provide details.

7. Identify whether Proposer's firm, owners, and/or any principals or managers are involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency, and provide details.
8. Provide a list of at least (3) references for projects completed in the past five (5) years for government agencies to whom Proposer provided services similar to those requested by this RFP, including:
  - 7.1 Client name, contact person, and current telephone number;
  - 7.2 Project description and location;
  - 7.3 Description of services provided;
  - 7.4 Budget performance;
  - 7.5 Schedule performance;
  - 7.6 Key personnel involved; and
  - 7.7 Sub-consultants employed.
9. Submit a technical proposal describing the detailed scope of work that will be completed to accomplish the Scope of Work outlined in this RFP. The technical proposal shall include a description of Proposer's understanding of the specific project goals and requirements with highlights of those goals and requirements that are particularly significant to the project and the delivery of services;

#### 5.3.2.1 Program Detail (400 points)

1. Clear and concise about what services are being proposed, the goals of each activity, and how performance and outcomes will be captured and tracked;
2. Detail clearly states specifics and flexibility of proposed activities such as designated hours for each activity, days of week, locations, and the expected customer outcomes and expected customer benefits. Proposer details office hours of operation and any anticipated closure dates in addition to County observed Holidays;
3. Detail is clear and concise about what tools will be used to assess customers skill level, aptitude, and assistance in overcoming personal barriers to employment for each proposed activity;
4. Detail demonstrates a clear, effective, and innovative customer engagement strategy and the method to be used to increase customer participation;
5. Detail addresses monitoring of program operations and ongoing customer assessments to evaluate expected customer and program outcomes; and
6. Detail demonstrates a history of outreach and collaboration with other agencies that will result in successful interactions with customers and with other agencies.

#### 5.3.2.2 Qualifications (650 points)

1. Demonstrates sufficient knowledge, skills, ability, experience, and qualifications to administer the program;

2. Describes how offering services in response to the RFP fits into the organization's mission, history and accomplishments, and number of years in operation. Proposal includes internal structure, including management and supervisory staff positions, used to operate the program in Stanislaus County;
3. Describes the experience of staff and their ability to work with individuals who are low income/disadvantaged, have mental issues, substance abuse issues, domestic violence, criminal history and other personal/social barriers to employment;
4. Proposer's quality and quantity of staff is appropriate to meet RFP goals and objectives and staff has experience that will enable them to competently work with WTW customers;
5. Proposer has experience in WTW programs and/or similar performance based outcome contracts, which would help them understand the program concepts;
6. Describes curriculum or program format that is successful in removing barriers, preparing customers to attain and retain employment, and becoming self-sufficient;
7. Describes the physical space that is available or will be available to conduct operations and its accessibility to public transportation; and
8. Describes resources the organization brings that will assist in the coordination and delivery of services.
9. Describes the capacity and flexibility to integrate and coordinate program services with community partners to achieve program performance goals.

#### 5.3.2.3 Understanding the Project (300 Points)

1. Demonstrates a clear understanding of the goals, needs, and objectives outlined in the RFP and how they meet those needs;
2. Discusses approach to assisting WTW customers remove barriers and develop necessary life skills to attain and retain employment;
3. Exhibits an understanding of the WTW Activities and describes plans for implementation and offering of Activities; and
4. Discusses the program services offered in an area with high density of WTW customers and English language learner customers and easily accessible to public transportation.

#### 5.2.2.4 Fiscal Capacity (200 Points)

1. Demonstrates the sufficient knowledge, skills, ability, experience, and qualifications to manage funds to ensure compliance with all applicable WTW policies and procedures and is in accordance with Generally Accepted Accounting Principles (GAAP).
2. Describes their ability and the method that would be used to repay disallowed costs if such disallowances are identified in the monitoring or audit of the contract.
3. Proposer states how the agency will produce standard fiscal reports and submit accurate and timely invoices.

Proposal documents not identified above shall be included in a section labeled “Other RFP documents.”

### 5.3.3 Part Three—Budget & Budget Narrative

**The Budget & Budget Narrative submittal process is a two-step process. One (1) Budget & Budget Narrative is required to be uploaded electronically via [www.planetbids.com](http://www.planetbids.com) and one (1) original hard-copy Budget & Budget Narrative is required to be received in office prior to the due date.**

The Budget & Budget Narrative shall be submitted in its own separately-sealed envelope, marked “BUDGET & BUDGET NARRATIVE”. Proposers are required to submit one (1) in original response only, which shall include the following:

1. A separate sealed document that details the total cost in U.S. dollars to the County for the proposal being submitted.
2. Proposers shall provide the Budget & Budget Narrative within the time allotment for completing the scope of work outlined in the RFP. This shall form the basis for payments to the successful proposer, as well as for adjustments to the value of the Agreement in the event the scope of work varies from that proposed.
3. The proposer shall provide Budget & Budget Narrative to complete the project in the timeframe indicated in Section I, Item 1.3; Contract Duration. Should the County and the successful proposer mutually agree to renew the Agreement, the budget provided by the proposer in its RFP response for the subsequent years shall be utilized.
4. All costs incurred and billed to the County, including labor, materials, overhead and profit shall be included within the Budget & Budget Narrative.

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## SECTION SIX—EVALUATION CRITERIA AND PROPOSER SELECTION

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### 6.1 Evaluation of Proposals

This section identifies the selection process, evaluation criteria, and steps that shall be used in evaluating Proposer responses. Award shall be made to the Proposer whose proposal is determined in writing to (a) best meet the criteria set forth herein and (b) provide the best value to the County. The following describes the evaluation process and associated components.

### 6.2 Selection Process

The County shall establish an Evaluation Committee (EC) composed of representatives from the County for the purpose of evaluating the proposals received in response to this RFP. The County may elect to include as part of the Committee qualified representatives from other agencies or entities.

The EC shall be responsible for performing the evaluations of each proposal, including an evaluation of the proposed cost. Each member of the EC shall rate the proposals separately unless the proposals are technical in nature. In such cases a subject matter expert may be called upon to score that section of the RFP for all proposals. The scores of each member of the EC shall then be averaged to provide a total score for each of the proposers.

Proposal documentation requirements set forth in this RFP are designed to provide guidance to the proposer concerning the type of information that shall be used by the EC. Proposers shall be prepared to respond to requests by the EC for oral presentations, facility surveys, and other items deemed necessary to assist in the detailed evaluation process. Proposers are advised that the County, at its option, may award this proposal on the basis of the initial proposals.

### 6.3 Evaluation Phases

It is anticipated that the following steps will be performed by the Evaluation Committee (EC) in evaluating proposals; however, a strict observance to the evaluation steps is not required. A description of each evaluation step is provided below:

#### 6.3.1 Phase I: Evaluate Proposal Submission and Financials (Pass/Fail)

Phase I is a pass/fail evaluation of submission completeness (“responsiveness”) and the financial viability of the Proposer. GSA-Purchasing will conduct a pass/fail analysis of (a) each submitted proposal package for completeness and (b) the financial stability of each Proposer based upon the Financial Report submitted. During Phase I, the Pricing Proposals will remain unopened and be retained by Purchasing. Upon completion of its analysis, Purchasing will forward the qualification proposals submitted by Proposers who passed Phase I to the Evaluation Committee (EC). The Pricing Proposals will remain with Purchasing until the EC has completed the evaluation of the Qualification Proposals.

#### 6.3.2 Phase II: Qualification Proposal Evaluation

In Phase II, the EC will review and evaluate the Qualification Proposals, and each Proposer will be given a score. During this phase, reference checks will be performed, and Proposers may be interviewed. Should the County exercise the option to interview, only those Proposers judged by the EC to be the most qualified to perform the work contemplated herein shall be placed on an "interview list." Those Proposers on the interview list shall be requested to make a formal presentation of their proposals to the County. On the basis of the oral presentation and the written proposal, the evaluators shall make a final ranking of potential Proposers.

In cases where the County has not already specified interviews as part of the Phase II evaluation process, and where Phase II scoring of any of the three top-rated proposers fall within 5% of one another, mandatory interviews of those three top-rated proposers shall be automatically triggered. The scoring for such interviews will be treated as bonus points, with the total possible points awarded to each of the three proposers limited to 5% of the published RFP points total. After such interviews, the scores for these top three proposers shall be recalculated and finalized separately from the other proposers who did not qualify for the interview process.

**6.3.3 Phase III: Budget & Budget Narrative**

In Phase III, Purchasing shall evaluate budget using a weighted average, with the lowest price assigned 100% of the points possible.

In determining the amount proposed by each proposer, the County shall disregard the mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the proposal. When an item price is required to be set forth in the proposal and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the County's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the County, such a procedure would be inconsistent with the policy of the proposal procedure. The total paid for each such item of work shall be based upon the item price and not the total price.

Should the proposal contain only a total price for the item and the item price is omitted, the County shall determine the item price by estimated quantities of work to be performed as items of work. If the proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the proposal shall be disregarded.

**6.3.4 Calculation of Final Score**

Upon completion of all phases of the evaluation process, the scores shall be totaled. The proposals shall be evaluated on the following categories considering the maximum weight possible for each category as listed below:

EVALUATION CATEGORIES	MAXIMUM POINTS
<b>PHASE I</b>	<b>PASS/FAIL</b>
PHASE I – Review and Evaluate Financials <i>Notify Proposers Not Proceeding onto Phase II</i>	PASS/FAIL
<b>PHASE II</b>	<b>1,550 MAXIMUM POINTS</b>
Program Detail <ul style="list-style-type: none"> <li>Section 5.3.2.1 (RFP Page 23)</li> </ul>	400
Qualifications <ul style="list-style-type: none"> <li>Section 5.3.2.2 (RFP Page 23)</li> </ul>	650
Understanding the Project <ul style="list-style-type: none"> <li>Section 5.3.2.3 (RFP Page 24)</li> </ul>	300

Fiscal Capacity • Section 5.3.2.4 (RFP Page 24)	200
<b>PHASE III</b>	<b>100 MAXIMUM POINTS</b>
Phase III – Budget & Budget Narrative	100
<b>TOTAL POSSIBLE POINTS:</b>	1,650

**6.4 Award**

Award will be made to the Proposer whose proposal best meets the criteria set forth herein and provides the best value to the County, with price and all other factors considered.

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## SECTION SEVEN - STANDARD CONTRACT INFORMATION

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### 7.1 Contract Approval

The RFP and the selection processes do not obligate the County and do not create rights, interests, or claims of entitlement in the apparent best evaluated Proposer. Contract award and County obligations pursuant thereto shall commence only after the contract is signed by the Proposer, the Purchasing Agent, and by all other County officials as required by County ordinances and regulations to establish a legally binding contract.

### 7.2 Contract Payments

Contract payments shall be made in accordance with the payment terms and conditions set forth in the final contract. No payment shall be made until the contract is fully executed and approved as required by County ordinances and regulations. Under no conditions shall the County be liable for payment of any type associated with the contract or responsible for any work done by the proposer regardless of whether work was done in good faith and upon verbal direction to proceed with the delivery of services, if such direction occurs before (a) the contract start date specified by the contract or (b) contract approval by County officials as required by applicable statutes and rules of the County of Stanislaus.

### 7.3 RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal shall be incorporated into the final contract.

### 7.4 Contract Monitoring

The County may employ all reasonable means to ensure that the services are progressing and being performed in compliance with the Contract. At reasonable times, the County may inspect those areas of the successful proposer's leased space that are related to the performance of the contract. If the County requires such an inspection, the successful proposer shall provide reasonable access and assistance.

### 7.5 Contract Amendment

During the course of this contract, the County may request the successful proposer to perform additional work for which the successful proposer would be compensated. Such work shall be within the general scope of this RFP. In such instances, the County shall provide a written description of the additional work, and the successful proposer shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the successful proposer's response to this RFP. If the County and the successful proposer reach an agreement regarding the work and associated compensation, said Contract shall become effective by means of a Contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the successful proposer and the head of the procuring County agency and must be approved by other County officials as required by County laws and regulations. The successful proposer shall not commence additional work until the County has issued a written contract amendment and secured all required approvals.

### 7.6 Sample Contract:

**SAMPLE  
AGREEMENT**

**STANISLAUS COUNTY WORKFORCE DEVELOPMENT  
“Contractor”  
#9XX-19 AGREEMENT TO PROVIDE  
WELFARE TO WORK AND STANWORKS PROGRAM SERVICES  
JULY 1, 2019 THROUGH JUNE 30, 2020**

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the “Agreement”) is made and entered into by and between the COUNTY OF STANISLAUS (“County”) and “Contractor Name” (“Contractor”), and entered into as of the later of July 1, 2019, or the execution of the Agreement by both parties (the “Effective Date”).

**RECITALS**

WHEREAS, the Stanislaus County Community Services Agency (CSA) is responsible for administering the Stanislaus County CalWORKS Program known as StanWORKs Welfare to Work;

WHEREAS, Stanislaus County Workforce Development (SCWD) has agreed with CSA to administer Workforce Development activities in support of the SCWD Welfare to Work Program;

WHEREAS, SCWD intends to subcontract related StanWORKs Welfare to Work activities;

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

1.1 The Contractor shall furnish to the County, upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in EXHIBIT A, attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purpose whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

- 1.3 Services and work provided by the Contractor at the County's request under this Agreement shall be performed in a timely manner consistent with the requirements and standards established by applicable Federal, State and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in EXHIBIT A. If there is no schedule, hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

## 2. CONSIDERATION

- 2.1 County shall pay Contractor as set forth in EXHIBIT A.
- 2.2 Except as expressly provided in EXHIBIT A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement for consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.
- 2.3 County shall not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- 2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.
- 2.5 Payment of all services provided in accordance with the provisions of this Agreement is contingent upon the availability of County, State and Federal funds.

## 3. TERM

- 3.1 The term of this Agreement shall be from **July 1, 2019 through June 30, 2020**, or until completion of the agreed upon services unless sooner terminated as provided below or by some other method provided for in this Agreement.
- 3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

- 3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.
- 3.4 This Agreement may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in section 2 herein, subject to any applicable setoffs.

#### 4. REQUIRED LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, County or municipal governments for Contractor to provide the services and work described in EXHIBIT A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits shall be procured and maintained in force by Contractor at no expense to the County.

Contractor shall comply with all Local, State and Federal laws and regulations.

#### 5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in EXHIBIT A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in EXHIBIT A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

#### 6. INSURANCE

Coverage Required: Contractor shall obtain, maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached EXHIBIT B.

#### 7. DEFENSE AND INDEMNIFICATION

- 7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and

resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

- 7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

## 8. STATUS OF CONTRACTOR

- 8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent Contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in EXHIBIT A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.
- 8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent Contractors and not employees of County.
- 8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.
- 8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.
- 8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County

employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

- 8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.
- 8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

## 9. RECORDS AND AUDITS

- 9.1 Contractor shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement or until such records and their supporting documentation are released due to closure of Federal/State audit, whichever is longer. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.
- 9.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.
- 9.3 Any authorized representative of County shall have access to any writings as described in section 9.1 above for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.
- 9.4 County shall have the right to audit all invoices and records of the Contractor related to this Agreement as required by State law. County may appoint an independent public accountant.
- 9.5 Contractor agrees that its financial records shall contain itemized records of all costs and be available for inspection in Stanislaus County within three (3) working days of the request by the County, state or federal agencies.
- 9.6 Monitoring by County may be accomplished by the following non-exclusive means: field reviews, audit claims, monthly review of records.
- 9.7 Contractor shall be responsible for the procurement and performance of an annual fiscal and compliance audit for each Contractor's fiscal years included in the term of this Agreement when Contractor's compensation exceeds \$75,000 per fiscal year.

- 9.8 Contractor expending in excess of \$750,000 in Federal funds annually must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. All audits must be performed in accordance with Government Audit standards as set forth in the Guidelines for Financial and Compliance Audits for Federally Assisted Programs, Activities, and Functions, and the provisions of Title 2, Code of Federal Regulation (CFR) Part 200 as this applies to the auditing of states, local governments, institutions of higher education and non-profit. Contractor shall notify the SCWD Contracts Unit at Workforce Development within five (5) business days of having submitted their Single Audit to the Federal Audit Clearinghouse.
- 9.9 For Contractors who have biennial financial and compliance audits completed, the reports must cover both years within the biennial period.
- 9.10 The financial and compliance audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 9.11 Contractor shall include in the financial and compliance or Single Audit report the auditor's opinion and notes which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 74, and all applicable State and Federal guidelines, policies and procedures.
- 9.12 Expenses incurred by Contractor to provide for the performance of a financial and compliance audit or Single Audit to satisfy said requirements are an allowable Agreement cost. Contractor is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.
- 9.13 Contractor is responsible for submitting to County a financial and compliance audit report, prepared in accordance with section 9, within one hundred twenty (120) days of the end of the Contractor's fiscal year.

## 10. CONFIDENTIALITY

Contractor shall comply and require its officers and employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code (WIC) and Division 19 of the California Department of Social Services Manual of Policies and Procedures to assure that:

- 10.1 Any and all information pertaining to the administration of public social services, for which grants in aid are received shall be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.
- 10.2 No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.
- 10.3 Contractor shall inform all of its employees, agents, subcontractors and partners

of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of misdemeanor.

## 11. NON-DISCRIMINATION

- 11.1 During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of a disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal.
- 11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

## 12. ASSIGNMENT

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

## 13. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

## 14. NOTICE

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or

County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County:                   **Stanislaus County Workforce Development**  
                                      **Attention: Business Administration Division**  
                                      **PO Box 3389**  
                                      **Modesto, CA 95353-3389**

To Contractor:               **“Contractor”**  
                                      **Attn:**  
                                      **Address**  
                                      **City, State Zip**

#### 15. CONFLICTS

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

#### 16. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or County statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

#### 17. AMENDMENT

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

#### 18. ADVICE OF ATTORNEY

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

#### 19. CONSTRUCTION

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

#### 20. GOVERNING LAW AND VENUE

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to

enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

## 21. GENERAL ACCOUNTABILITY

- 21.1 In the event of an audit exception or exceptions, the Contractor shall be responsible for the deficiency resulting from the Contractor's non-compliance with program requirements.
- 21.2 In the event of any State hearings, cash grant award or lawsuit award resulting from Contractor's failure to perform as required by this Agreement, reimbursement shall be made to the damaged party by Contractor.
- 21.3 Any expenses the County incurs as a result of the Contractor's failure to perform as required by this Agreement are subject to recoupment by County through any form of legal action including withholding from payment for the services rendered under this Agreement.

## 22. CODE OF ETHICS

Contractor shall uphold the following Code of Ethics:

- Professional Conduct: Employees of Contractor shall abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Contractor shall also abide by specific codes of ethics prescribed by the professional organizations which set standards for their profession.
- Quality of Service: Employees of Contractor shall promote the goals of the program, which includes enhancement of participant self-esteem, by providing quality service which demonstrates knowledge of the respect for participant needs.
- Respect and Courtesy: Employees of Contractor shall conduct all activities with respect and courtesy for participants.
- Propriety: Employees of Contractor shall not make use of their position or relationship with clients for personal gain.
- Positive Representation: Employees of Contractor shall not behave in any manner that will bring discredit to his/her professional status and reputation or to the program.

## 23. COPYRIGHT ACCESS

County, CDSS, and the United States Department of Health and Human Services shall have a royalty free nonexclusive and irrevocable license to publish, translate, or use, now or hereafter, all material developed under this Agreement including those covered by copyright.

## 24. STATE ENERGY CONSERVATION PLAN

Contractor agrees to recognize the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan Title 24, California Administrative Code, as required by the U. S. Energy, Policy and Conservation Act (P. L. 94165).

## 25. CONVICTION OF CRIME

- 25.1 Contractor shall immediately notify County concerning the arrest and/or subsequent conviction, for other than minor traffic offenses, of any paid employee and/or volunteer staff assigned to provide services under this Agreement, when such information becomes known to Contractor.
- 25.2 Contractor agrees not to knowingly employ any person convicted of any crime involving abuse, neglect, violence, or sexual conduct involving or perpetrated upon a minor, or an adult person or who has been convicted of any felony.
- 25.3 Contractor shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6. Contractor shall require each employee, volunteer, consultant, subcontractor or agency to sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166(a) and shall comply with the provisions of the code section.

## 26. MATCHING FUNDS

These funds are not available for matching with Federal, State or Local funds for this or any other Agreement unless certified by County.

## 27. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

- 27.1 County and Contractor recognize that Federal assistance funds shall be used under the terms of this Agreement. For purposes of this section, Contractor shall be referred to as the "prospective recipient".
- 27.2 This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).
  - A. The prospective recipient of Federal assistance funds certifies by entering this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - B. The prospective recipient of funds agrees by entering this Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Federal department or agency with which this transaction originated.

- C. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.
- D. The prospective recipient shall provide immediate written notice to County if at any time prospective recipient learns that its certification in section 27 of this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The prospective recipient further agrees that by entering this Agreement, it shall include a clause identical to section 27 of this Agreement and titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- F. The certification in section 27 of this Agreement is a material representation of fact upon which reliance was placed by County when this transaction was entered into.

## 28. COMPLIANCE WITH FALSE CLAIMS ACT

- 28.1 Contractor shall notify County immediately upon discovery of any employee of Contractor, any subcontractor, agent or other persons providing services, on behalf of Contractor who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Contractor, any subcontractor, agent or other persons providing services on behalf of Contractor, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at [www.medi-cal.ca.gov](http://www.medi-cal.ca.gov).
- 28.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Contractor shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claims Act. Contractor shall be in compliance with the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007, located at <http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07.pdf> and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor shall adhere to these policies and procedures.

## 29. ENTIRE AGREEMENT

- 29.1 This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement,

statement or promise not contained in this Agreement shall be valid or binding.

29.2 This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

**COUNTY OF STANISLAUS  
WORKFORCE DEVELOPMENT**

**CONTRACTOR**

By: \_\_\_\_\_  
Doris Foster

By: \_\_\_\_\_  
NAME

Title: \_\_\_\_\_  
Director

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO FORM:  
COUNTY OF STANISLAUS  
COUNTY COUNSEL**

**APPROVED AS TO CONTENT:  
COUNTY OF STANISLAUS  
COMMUNITY SERVICES AGENCY**

By: \_\_\_\_\_  
Amanda DeHart

By: \_\_\_\_\_  
Kathryn M. Harwell

Title: \_\_\_\_\_  
Deputy County Counsel

Title: \_\_\_\_\_  
Director

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**COUNTY OF STANISLAUS**

Approved per BOS Item #: \_\_\_\_\_

Dated: \_\_\_\_\_

**“CONTRACTOR”  
AGREEMENT TO PROVIDE  
WELFARE TO WORK AND STANWORKS PROGRAM SERVICES  
JULY 1, 2019 THROUGH JUNE 30, 2020**

Contractor has been determined to be a Subrecipient of a Federal Award.

<b>Federal Award Identification Information (Applicable to Sub award)</b>	
a. Subrecipient Name (which must match the unique entity identifier)	
b. Subrecipient Unique Entity Identifier Number	
c. Federal Award Identification Number (FAIN)	
d. Federal Award Date (most recent)	
e. Sub award Period of Performance	Start Date July 1, 2019
	End Date June 30, 2020
f. Amount of Federal Funds obligated by this action	
g. Total amount of Federal Funds obligated to Subrecipient	
h. Total amount of the Federal Award	Unavailable at the time Agreement was executed
i. Federal award project description*	County Administered, State Supervised Program, The four TANF goals are 1) Provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives; 2) End the dependence of needy parents on government benefits by promoting job preparation, work and marriage; 3) Prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies; and 4) Encourage the formation and maintenance of two-parent families.
j. Name of Federal awarding agency,	U.S. Department of Health and Human Services
Pass through entity,	Stanislaus County
And contact information for awarding official	Doris Foster Workforce Development 251 E Hackett Road Modesto, Ca 95358
k. CFDA	Number 93.558
	Name Temporary Assistance for Needy Families (TANF)
l. Is the award research and development?	No

m. Indirect cost rate for the Federal award (including if the de minimus rate is charged per §200.414 Indirect (F&A) costs.	
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\*as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)

**CONTRACTOR  
AGREEMENT TO PROVIDE  
WELFARE TO WORK AND STANWORKS PROGRAM SERVICES  
JULY 1, 2019 THROUGH JUNE 30, 2020**

I. SCOPE OF WORK

- A. Contractor shall provide workforce services to customers referred by Stanislaus County Workforce Development (SCWD). Contractor shall provide workforce services to customers that are identified as hard to serve, having special needs, having barriers to employment, or any influx of customers that are pending a start date to an activity. Many WTW customers have significant barriers hindering their ability to successfully participate in other activities. Customers may currently be homeless, have signs of substance abuse and/or mental health issues. While these program services cannot include mental health treatment, domestic abuse or rehabilitation activities, it is imperative that the contractor have knowledge of community agencies that may be available to provide additional assistance to help customer enter the workforce. Referrals to other organizations and information on these types of services needs to be made available to customers.

Contractor is to provide workforce services that shall include:

1. **COMMUNITY SERVICES PROGRAM PLUS (CSP Plus)**

- Up to 40 hours per week
- Should not exceed 6 months or as stated otherwise

The CSP Plus activity provides the Welfare to Work (WTW) customers who have limited hours of availability or barriers to employment, the opportunity to gain foundational work skills before transitioning to the work experience portion of the Community Service Program (CSP). CSP Plus is typically provided in tandem with additional services and may be temporary or transitional in order to prepare the customer to enter the workforce. CSP Plus should be open entry/open exit to create the greatest opportunity for customers to maximize services while employed or co-enrolled in training or other WTW activities. This activity should have flexible hours of operations and instruction designed in a modular format. CSP Plus should also be offered at various locations throughout Stanislaus County.

CSP Plus meets the requirement of a CSP placement and gives customers the opportunity to develop employment skills with the goal of eventually transitioning into a CSP and/or a Subsidized Employment site.

At a minimum, customers in the CSP Plus activities must complete 50% of their assigned hours supervised by a responsible party and on an ongoing basis but no less than weekly. The remaining assigned hours should consist of participation in the activity, on-line distance learning, or assigned homework. CSP Plus activities may include but are not limited to the following:

- Career Ready 101 (on-line work readiness training);
- Work readiness skills and technical skills to assist in obtaining and retaining employment;
- Life Skills: time management and conflict resolution;
- Goal planning and succession;
- Finance and Budgeting;

- Assistance in acquiring right to work documents;
- Removal of employment barriers;
- Work motivation activities;
- Job search strategies;
- Preparing a job application, resume and cover letter;
- Interviewing skills (mock interviews);
- Employer expectations;
- Basic computer training including typing, Microsoft Word / Excel, setting up and email and the internet; and
- Promote resilience and prepare customers to effectively manage every day challenges, adversity, trauma, and/or financial stress.

Contractor shall initially evaluate customers to establish barriers to employment in the form of the Direct Services Questionnaire (DSQ). CSP Plus services should have specific evaluations at a minimum of every sixty (60) days to assess performance, show progress towards barrier removal, or identify other barriers.

Using CalWORKs 2.0, a goal must be set at a minimum of one per month. A completed and new Goal-Plan-Do-Review must be submitted to Community Services Agency (CSA) case manager monthly and a copy must be kept in the customer's file.

At the completion of the CSP Plus activity, the Contractor shall submit to SCWD and CSA case manager the most recent DSQ including the summary, resume, and Goal-Plan-Do-Review. Contractor shall send documents as a Microsoft Office Word attachment to [awresdsqsum@stanworkforce.com](mailto:awresdsqsum@stanworkforce.com) and the recommendation for the next activity. A copy of all above listed documents must be kept in the customer's file.

Contractor shall monitor customer activity end dates. At a minimum, two weeks prior to the activity end date, contractor shall summarize customer progress. **If the recommendation is to extend a customer's activity, the request must be approved by the SCWD Contract Manager prior to recommendation being submitted to CSA case manager. Contractor shall submit a request for extension of services in writing and have a justification for the extension. Requests must also contain previous evaluations.** If customer should be referred to a new activity, a recommendation should be sent directly to the CSA case manager.

## 2. VOCATIONAL ENGLISH AS A SECOND LANGUAGE (VESL)

- Up to 40 hours per week (should not exceed 6 months)

VESL is an activity for non and limited English speaking customers to build essential work related concepts and language skills to obtain a basic working knowledge of written and spoken English. The VESL activity will enable them to be successful in entry level jobs, training programs, work experience at a CSP work site, or obtain employment. Due to the diverse levels of preparation for entry into the workforce, the VESL activity will include appropriate services tailored to specific customer needs. Contractor shall offer flexible scheduling for customer to meet work participation requirements. VESL activities may include but are not limited to the following:

- Comprehensive Adult Student Assessment System (CASAS) testing to

measure basic skills and English language literacy skills;

- Assess customers for reading and learning disabilities;
- Intensive, Vocational English development in the context of workplace readiness;
- Provide Adult Basic Education with instructional aides and computer lab activities;
- Instruction in English grammar, reading, writing, listening and speaking;
- Develop critical language skills while building practical vocational skills that lead to employment;
- Incorporate workplace VESL in conjunction with the classroom curriculum;
- Customer placement in worksites with on-site job coaches;
- Worksites have emphasis on English language, employer expectations, soft skills, and work etiquette;
- Services to customers who speak one or more of the following languages:
  - Spanish
  - Assyrian
  - Arabic
  - Farsi
- Connection to the SCWD subsidized employment and unpaid Community Service work experience programs, after language competency.

Contractor should offer flexibility in scheduling and must coordinate with other programs and services to ensure meeting participation requirements. At a minimum, customers in the VESL activities must complete 50% of their assigned hours supervised by a responsible party and on an ongoing basis but no less than weekly. The remaining assigned hours should consist of participation in the activity and assigned homework.

Contractor shall provide Comprehensive Adult Student Assessment System (CASAS) testing for each customer upon entry for basic English language and literacy skills. Contractor shall create training goals (benchmarks) and provide progress reports based on evaluations that are completed at a minimum of every sixty (60) days to assess performance and show progress towards language competency. A copy of all evaluations, reports, and test results must be kept in the customer's file.

Contractor shall monitor customer activity end dates. At a minimum, two weeks prior to the activity end date, contractor shall summarize customer progress. **If the recommendation is to extend a customer's activity, the request must be approved by the SCWD Contract Manager prior to recommendation being submitted to CSA case manager. Contractor shall submit a request for extension of services in writing and have a justification for the extension. Requests must also contain previous evaluations.** If customer should be referred to a new activity, a recommendation must be sent directly to the CSA case

manager.

3.

### **SPANISH JOB READINESS**

- Up to 40 hours per week
- Cannot exceed 4 consecutive weeks or 12 total weeks per year

Spanish Job Readiness services must enable customers to achieve the ultimate goal of successful transition to placement in unsubsidized employment or the job market. Spanish Job Readiness services should emphasize the ability for the customers to take charge of their own lives. Classroom instruction shall include, but not be limited to job applications, resumes, interview skills, job search skills, networking, life skills, and preparing an individual to attain and retain employment. Contractor shall provide the customer with training to learn basic job seeking skills such as looking for suitable openings, making contact with potential employers, applying for vacancies, and interviewing for jobs. Customers should learn how to understand employer expectations, and learn skills designed to enhance their capacity to move towards unsubsidized employment. Contractor shall assist customers in understanding how simple techniques can greatly enhance their job seeking skills and their self-confidence. The Spanish Job Readiness activity must be supervised by a responsible party on an ongoing basis no less than daily.

Services for customers attending Spanish Job Readiness should include the following:

- Test of Adult Basic Education (TABE) to measure skills and knowledge gaps;
- Work readiness skills and technical skills to assist in obtaining and retaining employment;
- Life Skills: time management and conflict resolution;
- Goal planning and succession;
- Finance and Budgeting;
- Job search strategies and techniques;
- Interviewing skills (mock interviews);
- Resume writing;
- Job placement assistance;
- Instruction in work place expectations;
- Referral to appropriate community based organizations; and
- Basic computer training including typing, Microsoft Word / Excel, setting up and using email and using the internet

Contractor will make recommendations to CSA case managers for customers that advance in the Spanish Job Readiness activity quickly, to be referred to the next appropriate activity without completing Job Readiness in its entirety.

Contractor shall provide Test of Adult Basic Education (TABE) testing for each customer upon entry. TABE testing shall establish math and reading education levels.

Using CalWORKs 2.0, at least one goal must be set during the Spanish Job Readiness activity.

At the completion of the Spanish Job Readiness activity, the Contractor shall submit to SCWD and CSA case manager the most recent Direct Services Questionnaire (DSQ) including the summary, resume, and the Goal-Plan-Do-Review. Contractor shall send documents as a Microsoft Office Word attachment to [awresdsqsum@stanworkforce.com](mailto:awresdsqsum@stanworkforce.com) and the recommendation for the next activity. A copy of the TABE test results, resume, and the completed Goal-Plan-Do-Review must be kept in the customer's file.

4. **HIGH SCHOOL EQUIVALENCY (HSE) / ADULT BASIC EDUCATION (ABE)**

- Up to 24 hours per person per week
- Activity offered in English and Spanish

Services shall be provided to English or Spanish speaking customers needing additional education and literacy skills development with an emphasis on foundational work skills to enhance their capacity to move towards employment. Contractor shall offer flexible scheduling for customers to meet work participation requirements. Services for customers attending the HSE/ABE activity should include the following:

- Test for Adult Basic Education (TABE) to measure skill and knowledge levels and determine any learning disabilities;
- Customer preparation for math, reading, science, social studies, and writing exams;
- Educational improvement strategies;
- Computer lab time for Pre-HSE activities;
- Adult Basic Education assistance with instructional aides;
- College and career services for college, trade school, or employment;
- Assistance with financial aid applications; and
- Tracked and validated online or distance learning – web based format.

Contractor shall assist customers to set goals and plan for training after graduation or employment. Available services shall also include assistance with applications for employment, training, or education. Contractor shall coordinate and refer customers in need of English or Spanish HSE testing to the appropriate HSE testing facility in Stanislaus County. HSE/ABE should be open entry/open exit to create the greatest opportunity for customers to maximize services while co-enrolled in training or other WTW activities. This activity should be offered at various locations throughout Stanislaus County.

5. **SPANISH WELFARE TO WORK ORIENTATION**

- 4-hour presentation

Welfare to Work Orientation shall be provided to English Language Learners. Orientation shall include an overview of the Spanish WTW program and Job Services. WTW Orientation shall include, but is not limited to:

- WTW marketing – job services/job search expectations;
- Explaining the WTW Participant Guidebook;

- Job Readiness screening ;
- Test of Adult Basic Education (TABE) ;
- Explanation of supportive services;
- Partner presentations including, but not limited to, child care;
- Referrals to next activity; and
- Customer Satisfaction Survey.

**B. LOCATIONS AND HOURS OF OPERATION**

1. Contractor shall provide the following hours of program operation at the locations listed below, except for County recognized holidays:

<i>Locations</i>				
a)				
b)				
<i>Locations and Service Dates</i>				
<b>From</b>	<b>Through</b>	<b>Location</b>	<b>Days of Operation</b>	<b>Hours of Operation</b>

2. Contractor shall request prior approval for any additional closure dates, other than County recognized holidays, with SCWD Contract Manager. Requests should be received in writing at a minimum of 30 days in advance of the requested closure date.
3. Contractor shall comply with the terms and conditions of each site Occupancy Memorandum of Understanding (MOU) for contracted services provided at County leased facilities.

**C. COORDINATION, ATTENDANCE AND DOCUMENTATION OF SERVICES**

1. Contractor shall keep customers engaged; contacting customer when they do not attend an activity. Contact may be made by telephone call, text, and/or home visit. Consistent communication with CSA case manager and customer to continuously engage or re-engage a customer is vital to the success of the customer and the program.
2. Contractor shall record all program services provided to customers under this contract using the procedures established in discussion with SCWD and as disseminated via most recent Contractor Alert. In order to collect relevant data, Contractor shall provide regular reports of program outcomes and successful performance. Reports are required in two categories, contractors must report the following:
  - a. Day One Attendance Report - Contractor shall submit day one attendance reports immediately after participation, detailing the first day of attendance for each customer in the format specified by SCWD. At a minimum, the report will identify customers by name and case number.

- b. Weekly Attendance Report - Contractor shall submit weekly attendance reports detailing the daily hours of participation for each customer in the format specified by SCWD no later than 12:00 p.m. the Tuesday following the prior week's activities. At a minimum, the report will identify customers by name and case number. Customers outcomes must be documented on the weekly attendance reports as completed, dropped, or employed if applicable.
3. Contractor shall document job search activities in the form specified by SCWD for CSP Plus activities, or customers awaiting placement at a CSP site, or as requested otherwise. Copies of job search logs shall be kept in the customer's file.
  4. Contractor must maintain any program files and electronic database entries as needed to administer the contract and adhere to regulations regarding Personally Identifiable Information (PII section III).
  5. Contractor shall coordinate customer activities with SCWD staff via phone, e-mail, or fax.
  6. Contractor shall notify SCWD and CSA case manager within 24 hours regarding significant changes in customer attendance or status.
  7. Contractor shall notify SCWD of changes in services provided immediately.
  8. Contractor shall attend trainings and quarterly meetings provided by SCWD pertaining to the program, which is the subject of this agreement.
  9. Contractor shall submit a minimum of three (3) stories that highlight events, testimonials, success stories, etc. if requested by SCWD. Stories shall include photos when appropriate. Contractor shall obtain authorization from customers to make their name and image public, as appropriate. Authorization shall be maintained in customers' file.

D. CUSTOMER SATISFACTION

1. SCWD shall provide Contractor with a Customer Satisfaction Survey that will measure effectiveness and value of the services and information provided. Customer surveys are to be distributed to customers at the end of the WTW activity and submitted to SCWD by the 10<sup>th</sup> working day of each month for the preceding month. WTW Activities that require a customer survey are CSP Plus and VESL. Customer surveys shall be emailed to [TakasakB@stanworkforce.com](mailto:TakasakB@stanworkforce.com).

E. PROGRAM COMPLIANCE

1. Contractor shall review program area workspace and determine if space and staffing requirements appropriately meet projected customer flow.
2. Contractor shall offer services that assist customer to meet participation requirements and offer flexible hours of operation.
3. Contractor will prepare facilities to safely accommodate projected customer flow, based on provided WTW activity.
4. Contractor shall provide a computer lab for customer's to complete work related activities, research job leads, work on barrier removal activities, or access workforce services related to employment.
5. All services must be provided in a safe and healthy environment.
6. Contractor must use Stanislaus County logo on all advertisements and marketing materials including print, broadcast, digital, social media, or online.

II. MONITORING

Contractor shall give authorized County, Federal and State officers, agents, employees, or independent auditors and monitors access to examine and audit all records and material related to program services (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards § 200.328, Monitoring and reporting program performance).

### III. MEDI-CAL DATA PRIVACY AND SECURITY

- A. Contractor shall comply with the privacy and security safeguards in the titled Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services (DHCS) and the County of Stanislaus, Community Services Agency located at <http://www.stanworks.com/other-services/pdf/medi-cal-data-privacy-and-security-agreement.pdf>.
- B. Contractor shall comply with Stanislaus County Board of Supervisors approved Cloud Policy <http://www.stanCounty.com/bos/agenda/2012/20121016/B02.pdf>, by ensuring that in the course of providing services under this Agreement, any access to confidential data and customer Personal Identifiable Information (PII) pertaining to persons and/or entities, including but not limited to customer name, address, social security number, date and place of birth, driver's license number, identification number or any other information that identifies the individual remains confidential and is protected.
- C. Contractor shall abide by the following Information Technology (IT) protocols and procedures:
  - 1. Process, store and/or transmit Personal Identifying Information (PII) only in accordance with the Medi-Cal Data Privacy and Security Agreement specifications using a secure encryption protocol, and in accordance with the National Institute of Standards and Technology (NIST) suite of special publications.
  - 2. Obtain prior written approval from the Community Services Agency (CSA) IT Manager and the CSA Director thirty (30) days prior to:
    - a. Changing the methodology of storing, processing or transmitting customer PII and reports.
    - b. Using a cloud-based and/or file-sharing service to process, store or transmit customer PII.
  - 3. Prior to the approval, provide the name and address of the cloud-based or file-sharing service provider, as well as a detailed description and documentation of the services' security features that demonstrate that the services meet the Medi-Cal Data Privacy and Security Agreement, the Social Security Administration TSSR 7.0.
  - 4. Personal Identifying Information data will not be processed, maintained, transmitted or stored in or by means of data communication channels, devices, computers or computer networks located in geographic or virtual areas not subject to United States law.

### IV. COMPENSATION

Contractor shall be compensated for the services provided under this Agreement as follows:

- A. Cost Reimbursement
  - 1. The maximum amount of this Agreement for the period **July 1, 2019**, through **June 30, 2020**, shall not exceed \$.
  - 2. This is a cost reimbursement Agreement. The costs attendant to the provision of services are described in EXHIBIT C which is hereby incorporated by reference and made a part hereof.
  - 3. Contractor shall not expend any funds provided pursuant to this Agreement except

as expressly authorized in EXHIBIT C, or as the budget is thereafter amended or obligated.

- B. Contractor shall make no charge to the recipient and shall collect no share of cost.
- C. Contractor agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Contractor costs, both indirect and direct, relative to this Agreement.
- D. All non-consumable equipment costing over \$1,000 and all computer related equipment shall be pre-approved for purchase by the SCWD Workforce Analyst. This equipment will be available for inventory during on-site monitoring and shall be tagged as County property. Contractor is liable for any lost, stolen, or damaged property. Contractor is responsible for notifying the SCWD Contract Manager within 48 hours of such occurrence.
- E. SCWD Contract Manager approval is needed prior to disposal of non-consumable equipment costing over \$1,000 and all computer related equipment.
- F. Contractor agrees to abide by all legislation, County Alerts, memorandums, policies and procedures governing the program. Costs must comply with Federal grant reform and uniform guidance in Title 2, Code of Federal Regulation (CFR) Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. The changes included in Title 2, CFR 200 supersede and streamline requirements from several Office of Management and Budget (OMB) Circulars. The circulars included are A-21, A-50, A-87, A-102, A-110, A-122 and A-133. All equipment purchased by Contractor must be depreciated in accordance with 45 CFR 95.705. All equipment, materials, supplies or property of any kind purchased from funds reimbursed or furnished by County under the terms of this Agreement shall be fully consumed or aged out in the course of the Agreement/program. County reserves the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with code 45 CFR of Federal Regulations, Part 74, Administration of Grants.
- G. County shall not be required to purchase any definite amount of services nor does County guarantee to Contractor any minimum amount of funds or hours.
- H. Invoices:
  - 1. For services provided in the months of July 2018 through April 2019, Contractor shall submit invoices, in a SCWD specified format, within ten (10) days following the end of service month. **Invoices for service months of May and June 2019 are as follows:**

May invoices and June partial invoices will be due the first week of June with the final June invoice due the early part of July. SCWD will advise Contractor of the exact dates for these invoices the latter part of the contract year. All purchases and payments must be **PAID** for and **RECEIVED** not later than June 30<sup>th</sup>. In order for SCWD staff to process final payment or reimbursement to Contractor, all actual expenses and monthly report documentation must be received no later than the final invoice due date.

Invoice requirements are subject to change and the Contractor shall be notified in writing.
  - 2. Invoices shall be submitted to:

Stanislaus County Workforce Development  
Attention: Fiscal Unit  
P.O. Box 3389  
Modesto, CA 95353-3389
  - 3. Contractor shall provide supporting documentation with each invoice showing all actual expenses for the program. Contractor shall submit: General Ledger reports,

copies of employee time studies/time cards documenting actual time dedicated to these Agreement services, supporting payroll and fringe benefit journals, proof of payment, copies of paid receipts/invoices of all Contractor operational costs billed to this Agreement. In addition, Contractor shall provide any documents requested by SCWD. If any required conditions are not met, SCWD may hold payment until receiving proper documentation of charges.

4. To ensure compliance with Federal and State regulations, SCWD may require additional supporting documentation or clarification of claimed expenses as follows:
  - a. SCWD Fiscal staff shall notify Contractor to obtain necessary additional documentation or clarification.
  - b. Contractor shall respond within seventy-two (72) hours with required additional documentation or clarification to avoid disallowances/partial payment of invoice.
  - c. All invoices containing expenses that need additional documentation or clarification not provided to SCWD within seventy-two (72) hours of request shall have those expenses disallowed and only the allowed expenses shall be paid.
  - d. Contractor may resubmit disallowed expenses as a supplemental invoice only and must be accompanied by all required documentation.

I. Payments:

1. If the conditions set forth in this Agreement are met, County shall pay on or before the thirtieth (30th) day after receipt of the invoice, the sum of money claimed by the approved invoice, (less any credit due County for adjustments of prior invoices). If the conditions are not met, County shall pay when the necessary processing is completed.
2. County shall not pay for unauthorized services rendered by Contractor or for the claimed services which County monitoring shows have not been provided as authorized.
3. Contractor shall be paid in accordance with the Stanislaus County Travel Policy, located at <http://intranet/departments/auditor-controller/policies> which allows for the claim of mileage during the course of business. The County established mileage rate, maintained by the Stanislaus County Auditor-Controller's Office, may be adjusted annually based on the Internal Revenue Service (IRS) stated rate for that year. Incremental IRS rate increases are not automatic.

NOTE: Contractor must have out of County travel approved by SCWD thirty (30) days prior to the event. The request should be submitted to SCWD Contract Manager via email.

4. County retains the right to withhold payment on disputed claims.

J. Funding Change:

1. Contractor acknowledges that County is a public entity and that County's obligations under this agreement are contingent upon the availability of appropriated funds. If County or other Contractor funding changes in a manner that interferes with the execution of this Agreement, each party aware of the changes and impact shall immediately notify the other. County shall then determine if this Agreement shall be maintained, modified, or terminated. County shall provide reasonable and timely notice of such termination or modification.

V. MODIFICATIONS:

Requests for modifications to the contract shall be in writing and submitted to the SCWD Contract

Manager for approval. Any requests for modifications at year-end must be received prior to April 1<sup>st</sup> of the current contract term. Any requests for modifications received after the due date will be taken into consideration but due to time constraints, late requests may not be honored.

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## SECTION EIGHT – SUBMITTAL DOCUMENTS

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**8.1 The following attached forms must be completed and included in the Proposal Submittal:**

- Proposal Cover Page
- Proposal Submittal Checklist
- Response Clarification Addendum
- Non-Collusion Affidavit to be Executed by Proposer and Submitted
- Non-Collusion Affidavit Signature Page
- Federal Subrecipient Risk Assessment Questionnaire



**PROPOSAL COVER PAGE**

Please return this checklist with Request for Proposal submittal packet.

The undersigned certifies and declares that any and all statements and information in the attached proposal are true and correct.

RFP PROPOSER'S INFORMATION		
Name of Proposing Agency:		
Primary Contact for Proposing Agency:		
Project Name: Stanislaus County Workforce Development Welfare to Work (WTW) Program	RFP #: 19-03-DQ	RFP Closing Date: March 14, 2019
Business Address:		
City:	Zip Code:	State:
Phone:	Fax #:	
Taxpayer ID #:	Business License #:	
Email:	Other License # (CSLB, etc.):	
Date Signed:		
Print Name:		
Signature:	Initials:	
Title:		

**\*\* SIGN & RETURN THIS PAGE \*\***



## PROPOSAL SUBMITTAL CHECKLIST

**Please return this checklist with Request for Proposal submittal packet.**

SUBMITTAL CHECKLIST			
		YES	NO
1	Signed Proposal Cover Page	<input type="checkbox"/>	<input type="checkbox"/>
2	Signed Proposal Checklist (this document)	<input type="checkbox"/>	<input type="checkbox"/>
3	Exceptions to the terms and conditions of this RFP, if any	<input type="checkbox"/>	<input type="checkbox"/>
4	Exceptions to the Sample Contract, if any	<input type="checkbox"/>	<input type="checkbox"/>
5	Response Clarification Addendum	<input type="checkbox"/>	<input type="checkbox"/>
6	Signed Non-Collusion Affidavit	<input type="checkbox"/>	<input type="checkbox"/>
7	W9 form Request for Taxpayer Identification Number and Certification	<input type="checkbox"/>	<input type="checkbox"/>
8	One (1) separately sealed envelope marked <b>"FINANCIAL REPORTS"</b> (original hard-copy submittal only)	<input type="checkbox"/>	<input type="checkbox"/>
9	One (1) original in a separately sealed package marked <b>"QUALIFICATION PROPOSAL"</b> (original hard-copy and electronic submittals)	<input type="checkbox"/>	<input type="checkbox"/>
10	One (1) original in a separately sealed envelope marked <b>"BUDGET &amp; BUDGET NARRATIVE"</b> (original hard-copy and electronic submittals)	<input type="checkbox"/>	<input type="checkbox"/>

Date Signed:	
Print Name:	
Signature:	Initials:
Title:	

**\*\* SIGN & RETURN THIS PAGE \*\***



**RESPONSE CLARIFICATION ADDENDUM**

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<b>RESPONSE CLARIFICATION ADDENDUM</b>			
<b>Addendum Number</b>	<b>Dated</b>	<b>Date Received</b>	<b>Initials</b>
Print Proposers Name:			
Proposers Signature:			
Title:			

Signed addenda/addendum shall be included in the RFP response. If an addenda/addendum is issued, the Proposer shall complete the above form and return it with the RFP response.

**\*\*SIGN & RETURN THIS PAGE\*\***



**NON-COLLUSION AFFIDAVIT  
TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH RFP**

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(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

To the County of Stanislaus, Stanislaus County Purchasing Division:

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the Proposer declares that the RFP is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham proposal or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal, depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

**DECLARATION UNDER PENALTY OF PERJURY**

The undersigned Proposer declares and certifies under the penalty of perjury: that the only persons or parties interested in this RFP as principals are those named herein as Proposer, that he/she holds the position indicated below as a corporate officer or the owner or a partner in the business entity submitting this proposal; that the undersigned has examined the "General Conditions and Instructions to Proposers" and the specifications; that the undersigned is informed of all the relevant facts surrounding the preparation and submission of this RFP, that the undersigned (if awarded a contract) will execute and fully perform the contract for which the proposals are called; that the undersigned will perform all the work and/or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the undersigned will take in full payment therefore, the prices set forth in the pricing schedule of the contract; that the undersigned knows and represents and warrants to the County of Stanislaus that this proposal is prepared and submitted without collusion with any other person, business entity, or corporation with any interest in this proposal.

**(Please sign on the following page)**



**NON-COLLUSION AFFIDAVIT  
TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH RFP**

**I declare under penalty of perjury that the foregoing is true and correct.**

RFP PROPOSERS INFORMATION		
Name of Proposer:		
Primary Contact for Proposing Agency:		
Business Address:		
City:	Zip Code:	State:
Taxpayer ID #:	Business License #:	
Type of Business:		
<input type="checkbox"/> Individual doing business under own name	<input type="checkbox"/> Corporation	
<input type="checkbox"/> Individual doing business using a firm name	<input type="checkbox"/> Partnership	
<input type="checkbox"/> Joint Venture—attach agreement		
Date Signed:		
Print Name:		
Signature:	Initials:	
Title:		

To be signed by authorized corporate officer or partner or individual submitting the proposal.

**The above Non-Collusion Affidavit is part of the RFP. Signing this RFP on the signature portion thereof shall also constitute signature of this Non-Collusion Affidavit. Proposers are cautioned that making a false certification may result in criminal prosecution.**

**\*\*SIGN & RETURN THIS PAGE\*\***



## FEDERAL SUBRECIPIENT RISK ASSESSMENT QUESTIONNAIRE

*For Federally-Funded Contracts:  
Execute and include completed Questionnaire with PRICING proposal submittal only.*

The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (2 CFR 200), specifically §200.331, requires County, acting in the capacity as a pass through entity, to ensure that every subaward is clearly identified to the subrecipient, that each subrecipient is evaluated for risk of noncompliance, and that subrecipient activities are monitored as necessary to ensure that the subaward is used for authorized purposes. When the County assigns responsibility to a subrecipient for conducting a substantive portion of the work under a subaward, the County remains responsible to the cognizant agency awarding the Federal funds for the management of funds and performance outcomes. County compliance with Federal guidelines is an integral part of the County's stewardship of Federal funds.

Stanislaus County performs pre-award risk assessments of all proposers who may be awarded federally-funded contracts. Proposers shall respond to all questions on this questionnaire, attach additional pages as needed to provide the requested information, sign, and include the fully completed documents with the proposal submittal. Failure to do so may result in rejection of the proposal submittal as non-responsive.

Organization name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Website (URL): \_\_\_\_\_

Incorporated in: \_\_\_\_\_ Date Incorp.: \_\_\_\_\_ Fiscal year (mo/yr): \_\_\_\_\_

Number of Employees: \_\_\_\_\_ Name of CEO: \_\_\_\_\_

Type of organization (check all that apply):

- US Government Entity
- US entity that did not expend \$750,000 or more in US federal funds in the latest fiscal year
- For profit organization
- Non-profit organization
- University
- Foundation



**FEDERAL SUBRECIPIENT  
RISK ASSESSMENT QUESTIONNAIRE**

*For Federally-Funded Contracts:  
Execute and include completed Questionnaire with PRICING proposal submittal only.*

	Yes	No	Details/ supporting documentation
Has the proposer completed an annual audit in accordance with Uniform Guidance Single Audit requirements?			Include copy of audit
Have the proposer's annual financial statements been audited by an independent audit firm?			Include copy of audit
Does proposer's organization have a financial management system that records the source and application of funds for award-supported activities?			
Are all cash disbursements within proposer's organization fully documented with evidence of receipt of goods or performance of services?			
Does proposer's organization have an effective system or procedure to control paid time charged to awarded funds?			
Does proposer's organization have an effective system or procedure for authorization and approval of:			
• Capital equipment expenditures?			
• Travel expenditures?			
• Vendor and subcontractor expenditures?			
Is Government property inventory maintained by proposer in a way that identifies purchase date, cost, vendor, description, serial number, location, and ultimate disposition data?			
Does proposer have written policies that address:			
• Pay Rates and Benefits?			
• Time and Attendance?			
• Leave?			
• Discrimination?			
• Privacy and confidentiality?			
• Conflicts of Interest?			
• Purchasing?			
• Record retention?			
• Petty Cash?			
• Accounts Payable?			
• Accounts Receivable?			
• IT?			
• Credit cards?			
Will proposer subcontract performance of duties if awarded a contract resulting from this RFP?			
Does proposer's organization have appropriate insurance documents (Refer to Exhibit B)?			Insurance certificates to be provided if awarded a contract.
Has there been a change in proposer's senior management team in the past year?			
Have any of proposer's key program staff started with proposer's organization in the past year?			
Has proposer's organization been placed on a corrective action plan within the past 12 months by any agency?			

*(Please sign the following page)*



**FEDERAL SUBRECIPIENT  
RISK ASSESSMENT QUESTIONNAIRE**

*For Federally-Funded Contracts:  
Execute and include completed Questionnaire with PRICING proposal submittal only.*

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Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

**\*\*SIGN & RETURN THIS PAGE\*\***

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## SECTION NINE – INFORMATIONAL ATTACHMENTS

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**9.1 The following attached informational documents are attached hereto and made a part of this RFP:**

- Exhibit A – Scope of Work / Technical Specifications
- Exhibit B – Insurance Requirements
- Exhibit C – Budget & Budget Summary
- Exhibit D – Calworks 2.0 form- My Goal Plan Do Review



**GENERAL SERVICES AGENCY**

**Keith D. Boggs**  
Assistant Executive Officer  
GSA Director/Purchasing Agent

1010 10<sup>th</sup> Street, Suite 5400, Modesto, CA 95354

Phone: (209) 525-6319  
Fax: (209) 525-7787

**ADDENDUM NO. 1**

**BID 19-03-DQ**

**Stanislaus County Workforce Development Welfare to Work (WTW) Program**

To: All Prospective Proposers

February 26, 2019

Prospective Proposers for the **BID 19-03-DQ; Stanislaus County Workforce Development Welfare to Work (WTW) Program** are hereby notified of the following questions/answers proposed during the "Non-Mandatory" proposal pre-conference held February 19, 2019 @ 3:30PM:

**COMMENTS / QUESTIONS & ANSWERS:**

1. In reference to page 52 Exhibit A Scope of Work states: "The maximum amount of this Agreement for the period July 1, 2019, through June 30, 2020, shall not exceed \$." It looks as though the dollar amount was left off. Can you clarify what the maximum amount of the agreement is?  
**Answer:** This RFP does not identify a budget. The amounts will be filled in the scope of work after contracts have been awarded.
2. What is the current budget for the Welfare to Work Program?  
**Answer:** Fiscal year 2018/2019 had an allocation of \$1,977,834 for all activities throughout all services areas. The prior RFP did not require separate budgets for each activity or service area. The projected amount for the WTW contracts is anticipated to be similar to the allocation from Fiscal year 18/19.
3. We have a community-based Family Resource Center that we would like to colocate a Workforce Development program at for the 95358 region that is just outside of the 2-mile radius (it is 2.8 miles). Would the county consider this as an option, since it would have the capacity to connect those participants in the region with Workforce Development as well as other resources? It's just slightly out of range and a city/county bus stop is a block away from the site.  
**Answer:** No, this cannot be considered an option because it does not fit within the required criteria for a location within the 95358 area of the CSF facility on Hackett Road.
4. Would CSA consider co-locating CSP+ Workforce Development activities for Turlock participants at their Turlock site?

**Answer:** Yes, the proposer that is awarded the activity for the Turlock service area would have to work with CSA on an MOU to determine a rental amount. The same consideration would be made with the current co-located Oakdale and Patterson service locations. The Patterson site would require an MOU with CSA and the Oakdale site would require an MOU with Department of Workforce Development in order to determine the rental amount.

5. In reference to section 5.3.2 page 23 what is meant by schedule performance and budget performance?

**Answer:** Schedule performance is if the proposer has met performance measures listed in current and past contracts. Budget performance is if proposer has stayed within the allocated budget in contracts or did proposer expend.

6. Do all three sections – Financial Report, Qualifications Proposal, and Budget need to be submitted with each proposal location and each proposed activity for each location?

**Answer:** Yes. Proposer to submit one complete separate proposal for each location/activity.

7. Some sections refer to TABE assessment and some to CASAS. Is CASAS sufficient or does TABE also have to be used?

**Answer:** TABE and CASAS are both adult assessment tests used to measure skills and knowledge, either testing system is approved.

8. Does there need to be Spanish HSE offered by the provider chosen for English HSE activity at every site or is it sufficient to offer it at least one site?

**Answer:** Spanish HSE shall be offered within the 95354 service area.

9. Can HSE 24-hour requirement be met with online coursework?

**Answer:** Yes, if the program has a mechanism to track time spent online by the participant and has the capabilities of closing down for non-activity. However, they cannot complete all their required hours online, please see response in question #6 below.

10. If so, is it limited to a certain percent such as 50%?

**Answer:** Yes, 50% or more of the participants time must be in attendance at the proposer's location and supervised by a responsible staff while the remaining time can be offsite/online (trackable) coursework or homework.

11. If online is an option, is there a way to ensure internet access to customers such as through supportive services?

**Answer:** No, supportive services cannot be issued for internet services to participants. There are several resource centers through the county that offer free Wi-Fi access and computers with internet access, libraries, as well as several establishments throughout the county (coffee shop's etc.).

12. In reference to the map on page 8, 95350 zip code is not showing up on the map?

**Answer:** Attached is an updated map showing 95350 zip code. The Number of participants listed on the map on page 8 are the total participants in the Welfare to Work Program not necessarily WTW participants that are required to participate in the activities that are being procured. In Modesto the majority of WTW participants in the program live in the concentrated areas of 95350, 95351, 95354, 95355, and 95358. These zip codes all surround the 95354 area code. Therefore, the decision is to require all proposers to provide services within the 95354 area code and 2 miles from the transit station. Participants that do not have a means of transportation would need to access the bus system which utilizes the transit center as a home base to all areas throughout the county.

13. In reference to section 5.3.2 Part Two – Qualifications Proposal references the qualification proposal consisting of items 1-10 listed above but only 9 are listed?

**Answer:** Please refer to the above items 1-10 listed in section 5.1 above. This section is referring to the 1-10 items in section 5.1 Submittal Documents.

14. In reference to section 5.3.2 Part Two – Qualifications Proposal what is required of question #9? Is the proposer required to answer #9 separately or can it be included with the below information from sections 5.3.2.1- 5.3.2.4?

**Answer:** Question #9 can be answered as a separate answer or can be included in answers in other sections if the information is detailed.

15. Are there instructor qualifications?

**Answer:** See attached document that lists the instructor qualifications.

16. Is the proposer uploading separate files for each location/activity electronically?

**Answer:** Please delete the electronic upload from this RFP. Proposers shall mail/hand deliver one (1) hard-copy original and six (6) copies per location/activity in office only. Please note: One (1) separate complete proposal is required for each location/activity proposer is submitting for.

Additional Comments:

- Page 24 Section 5.2.2.4 Fiscal Capacity is changed to reflect correct section number of 5.3.2.4.
- Question/Answer deadline: February 26, 2019 no later than 5:00 P.M.
- Submission deadline: March 14, 2019 no later than 2:30 P.M.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

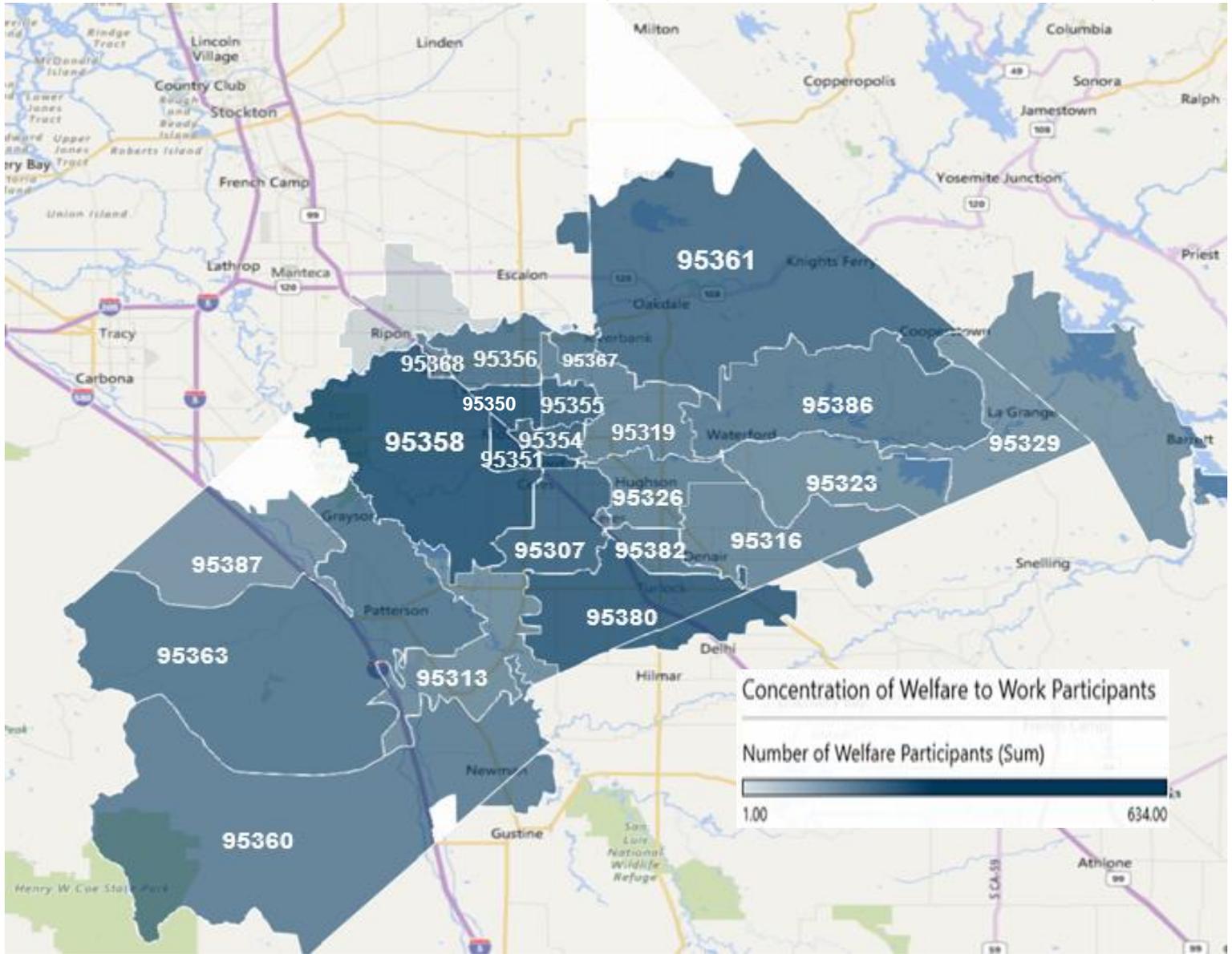
**THIS ADDENDUM MUST BE SIGNED AND SUBMITTED WITH BID 19-03-DQ.**

Please submit further requests for clarification to: [quallsd@stancounty.com](mailto:quallsd@stancounty.com)

\_\_\_\_\_  
Proposer

*Denelle Qualls*  
Denelle Qualls, Buyer

## Welfare to Work Participants by Zip Codes in Stanislaus County



Name of Cities	Zip Code	Number of Welfare Participants	Name of Cities	Zip Code	Number of Welfare Participants	Name of Cities	Zip Code	Number of Welfare Participants
Ceres	95307	345	LaGrange	95329	5	Oakdale	95361	232
Crows Landing	95313	12	Modesto	95350	548	Patterson	95363	136
Denair	95316	26	Modesto	95351	634	Riverbank	95367	153
Empire	95319	49	Modesto	95354	329	Salida	95368	50
Empire	95365	1	Modesto	95355	377	Turlock	95380	438
Empire	95366	1	Modesto	95356	162	Turlock	95382	146
Hickman	95323	12	Modesto	95357	61	Waterford	95386	94
Hughson	95326	54	Modesto	95358	525	Westley	95387	4
Keyes	95328	32	Newman	95360	70			

**Recognizing that workforce needs are continually evolving, positions held by instructors/facilitators must meet the qualifications that are essential to perform the job. Instructors/Facilitators must meet the qualifications listed below under PATTERN I or PATTERN II to qualify.**

**Instructor/Facilitator Qualifications:**

**PATTERN I:** Bachelor's degree in Education, Public administration, Business Administration, Political science, Humanities, Human Resource Management, Communications, Social Science, Sociology, Psychology, Social Work, Counseling or a closely related field;

**IN ADDITION, ONE OF THE FOLLOWING:**

One (1) year experience providing services such as human resources, training, employment, vocational counseling, and/or social work

**OR**

One (1) year experience providing services in one of the following programs: TANF, Welfare To Work, Cal Fresh, Medi-cal/MIA, Adult Services Assistance Programs, Workforce Investment Opportunity Act (WIOA), or other Federal, State, or Local program providing similar services.

**PATTERN II:** Associate of Science or Associate of Arts degree in Education, Public administration, Business Administration, Political science, Humanities, Human Resource Management, Communications, Social Science, Sociology, Psychology, Social Work, Counseling or a closely related field;

**IN ADDITION, ONE OF THE FOLLOWING:**

Two (2) years' experience providing services such as human resources, training, employment, vocational counseling, and/or social work

**OR**

Two (2) years' experience providing services in one of the following programs: TANF, Welfare To Work, Cal Fresh, Medi-cal/MIA, Adult Services Assistance Programs, Workforce Investment Opportunity Act (WIOA), or other Federal, State, or Local program providing similar services.

**VOCATIONAL ENGLISH AS A SECOND LANGUAGE (VESL) Instructor/Facilitator Qualifications:**

Must qualify using **PATTERN I** or **PATTERN II** above **AND** must hold an English as a Second Language (ESL) Certification.



**GENERAL SERVICES AGENCY**

**Keith D. Boggs**  
Assistant Executive Officer  
GSA Director/Purchasing Agent

1010 10<sup>th</sup> Street, Suite 5400, Modesto, CA 95354

Phone: (209) 525-6319  
Fax: (209) 525-7787

**ADDENDUM NO. 2**

**BID 19-03-DQ**

**Stanislaus County Workforce Development Welfare to Work (WTW) Program**

To: All Prospective Proposers

February 28, 2019

Prospective Proposers for the **BID 19-03-DQ; Stanislaus County Workforce Development Welfare to Work (WTW) Program** are hereby notified of the following questions/answers:

**COMMENTS / QUESTIONS & ANSWERS:**

1. We are currently a CSP+ provider in Patterson, co-located with CSA, WIC and Workforce Development departments. The costs associated with this are beneficial but high, compared to what others might budget on their own. Since we don't have control of these costs (the county is the lead for this facility) AND we know the county's preference is to be co-located for the benefits of the participants, how do you plan on weighting this when the budget is assessed and ranked? It's possible that another proposer could submit a lower cost for a different facility and be automatically awarded bonus points in this area, which doesn't seem fair given the actual costs related to the county facility.

**Answer:** No, please see below clarification:

**Page 5 Box 2. Turlock:** For Zip Code, 95380 all services must be provided at the CSA facility located at 1310 W Main Street or within a 2-mile radius of this location. If a proposer chooses to provide services at the CSA facility, they would need to work with CSA on a MOU to determine facility cost. For budgeting purposes, the approximate cost for Fiscal Year 17/18 for the use of a classroom at this facility was \$31,300. Proposer's service location must be within .25 miles or less from the nearest bus stop.

**Page 5 Box 3. Oakdale:** For Zip Code, 95361 all services must be provided at the CSA facility located at 1405 W F Street or within a 2-mile radius of this location. If a proposer chooses to provide services at this facility, they would need to work with Workforce Development on a MOU to determine facility cost. For budgeting purposes, the approximate cost for Fiscal Year 17/18 for the use of space at this facility was \$38,700. Proposer's service location must be within .25 miles or less from the nearest bus stop.

**Page 5 Box 4.** Patterson: For Zip Code, 95363 all services must be provided at the CSA facility located at 101 W Las Palmas or within a 2-mile radius of this location. If a proposer chooses to provide services at the CSA facility, they would need to work with CSA on a MOU to determine facility cost. For budgeting purposes, the approximate cost for Fiscal Year 17/18 for the use of space at this facility was \$79,900. Proposer's service location must be within .25 miles or less from the nearest bus stop.

2. Are bidders limited to standard business hours to provide the services to customers? Or, can services be offered evenings and weekends?

**Answer:** Services hours are mandatory Monday through Friday during normal business hours (ex; 8-5) However, weekends and evenings can be an extension of additional services hours offered but shall not be in lieu of the normal business hours. The additional services hours for evenings and weekends shall also be offered only when childcare and public transportation is available.

3. In reference to page 22 section 5.3.2 sub-section 3.2 the request for a contractor's license, does this mean a regular business license?

**Answer:** Yes.

4. Can child care services for the client/customer, offered during customer's classes, be included as part of the proposal?

**Answer:** No. Customers' needs such as childcare are assessed by their Community Services Agency (CSA) Case Manager. Childcare service arrangements, approvals and/or reimbursements are taken care of by the CSA agency. Childcare services are not part of the Workforce Development activities.

5. Please provide examples of which Middle Eastern languages are to be addressed in the proposal?

**Answer:** Please refer to Page 47, Section A, bullet under number 2. "Vocational English As A Second Language (VESL) "The map on Page 9 shows the concentration area of the Customers of Middle Eastern Dialect. Our analysis revealed that the population in these zip code areas were predominantly Farsi, Assyrian, and Arabic. However, the VESL activity is to be provided to customers of all foreign languages not just limited to Spanish, Assyrian, Arabic or Farsi.

6. Does the county require a specific curriculum or program be used to provide services? If yes, can these costs be included in the RFP? If staff is to be trained on this curriculum or program, can this training be included in the RFP??

**Answer:** No, in regard to the curriculum. In regard to Programs, please review Scope of work to see specific programs/testing that needs to be utilized per activity requirements. Any costs for CASAS, TABE, or Career-Ready 101 should be included in the proposer's budget. Technical support and/or training will be provided by Workforce Development Contract Manager at no cost.

7. Are staff required to attend any mandatory county training? If so, can this cost be included in the RFP?

**Answer:** Yes, there is one (1) Mandatory Contractor Training required which is scheduled shortly after contract finalization. If additional mandatory training is required, contractors are notified through a Contractor Alert. The only cost that would be reimbursable would be mileage.

8. Can equipment costs such as computers or a camera to record mock job interviews for training purposes be included in the RFP?

**Answer:** Yes, any equipment necessary to provide services to customers should be accounted for in the budget proposal.

9. In regard to question #4 posted on addendum 1; To be clear if a vendor proposes to co-locate and provide services in Turlock, Patterson or Oakdale at the county site, should we omit facility expenses from our proposal and assume these will be negotiated (added in) at the time of award?

**Answer:** No, you would not omit facility expenses from your proposal. Please see question #1 above for further clarification based on service area.

10. In addendum 1 the answer for question #12 indicates services must be provided in the 95354 zip code and within two miles of the down town transit station. At the conference our staff heard services in the 95354 zip code or within 2 miles of the down town transit station.?

**Answer:** Services in the 95354 zip code shall be in the 95354 zip code and within 2 miles of the downtown transit center.

11. On page 63 of the RFP document, the Federal Subrecipient Risk Assessment Questionnaire, if the "completed an annual audit in accordance with Uniform Guidance Single Audit" and the "annual financial statements been audited by an independent audit firm" are a part of the same document, does it need to be included twice or just once?

**Answer:** Once is sufficient if both documents are part of the same document. If proposer is submitting only one document for both audits proposer shall notate the one document covers both audits so it is not assumed packet is incomplete/unresponsive.

12. On page 5 of the RFP, for each of the four cities, the numbers of clients reads "FY 17/18 CUSTOMERS SERVED". I am confirming that these numbers are, indeed, customers SERVED and participated in the activities, and not customers just REFERRED?

**Answer:** The chart indicates the customers that were served FY 17/18.

13. In reference to section 5.3.2.2 Qualifications question #7, delete and replace with the following question.

**Answer:** Question #7 Describe the physical space that is available or will be available to conduct operations and its accessibility of .25 miles or less to public transportation

14. In reference to section 5.3.2.3 Understanding the Project question #4, delete and replace with the following question.

**Answer:** Question #4 Discuss the program services offered in an area with high density of WTW customers and English language learner customers and that is easily accessible (.25 miles or less) to public transportation.

15. On page 62 of the RFP documents Federal Subrecipient Risk Assessment Questionnaire, it requests "Fiscal Year (mo/yr)." Our fiscal year begins 7/1 and ends 6/30. Do you want the start or end date? Also, the request for year is confusing to them, since this is annual.

**Answer:** Please list the start date.

**Additional Comments:**

- Question/Answer deadline: February 26, 2019 no later than 5:00 P.M.
- Submission deadline: March 14, 2019 no later than 2:30 P.M.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

**THIS ADDENDUM MUST BE SIGNED AND SUBMITTED WITH BID 19-03-DQ.**

Please submit further requests for clarification to: [quallsd@stancounty.com](mailto:quallsd@stancounty.com)

\_\_\_\_\_  
Proposer

*Denelle Qualls*  
Denelle Qualls, Buyer