



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

**AND**

**YOUTH COUNCIL**

**REQUEST FOR PROPOSAL**

***FOR***

**YEAR-ROUND INNOVATIVE YOUTH PROGRAMS**

**PY 2012-2014**

Administered by:

**DEPARTMENT OF WORKFORCE DEVELOPMENT**

215 North D Street, Suite 301

San Bernardino, CA 92415-0046

(909) 387-9859

Sandra Harmsen, Director

Funded by Title I of the Workforce Investment Act of 1998

SPECIAL INFORMATION NOTICE

CURRENTLY, CONGRESS IS CONSIDERING LEGISLATION TO REAUTHORIZE THE WORKFORCE INVESTMENT ACT (WIA). THE COUNTY RESERVES THE RIGHT TO CANCEL OR MODIFY THIS REQUEST FOR PROPOSAL OR THE SCOPE OR FUNDING OF AN APPROVED WIA PROGRAM TO ANY EXTENT NECESSARY TO ENSURE COMPLIANCE WITH STATE AND/OR FEDERAL GUIDELINES ONCE REAUTHORIZATION IS SIGNED OR IF AVAILABLE WIA FUNDING IS IMPACTED DUE TO THE FEDERAL AND/OR STATE BUDGET APPROPRIATIONS. THIS MAY OCCUR AT ANY TIME PRIOR TO OR DURING IMPLEMENTATION OF THE WIA PROGRAMS FOR PY 2012-2014. THEREFORE, ALL SUCCESSFUL PROPOSERS MUST DEMONSTRATE THE CAPABILITY AND AGREE, IN ADVANCE, TO MODIFY THEIR PROGRAM DESIGN TO COMPLY WITH THE NEW REGULATIONS AND/OR CHANGES TO AVAILABLE FUNDS.

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**PART I – GENERAL REQUIREMENTS & INFORMATION**

**A. INTRODUCTION**

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

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

Funding for this Request for Proposal, (hereafter, "RFP"), and any contract(s) awarded to successful proposers is through Title I of the Workforce Investment Act: Catalog of Federal Domestic Assistance (CFDA) # 17-259, Federal Grant Award Number AA 18628-09-55-A-6.

**B. MINIMUM CONTRACTOR REQUIREMENTS**

Contractors must:

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

**C. CONTACT INFORMATION**

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

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

During the proposal and evaluation process, the individual identified above is the sole contact point for any inquires or information relating to this RFP. Only if authorized by the County's contact may other County staff provide information. Any violation of this procedure may be grounds for disqualification of the Contractor. It is the responsibility of the Contractor to ensure that the proposal arrives in a timely manner. Questions concerning this RFP, the applications process, or programmatic issues, should be submitted by fax or e-mail. Contact information is provided above; however, County staff cannot assist proposers with the actual preparation of their proposal. During the period of time between the publication date of the RFP and

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the deadline date to submit technical RFP questions, the County can only respond to technical questions about the RFP submitted by fax or e-mail.

**D. PROCUREMENT TIMELINE**

Mandatory Proposal Conference	December 21, 2011; 9:00 AM – 12:00 PM
Deadline for submission of questions	December 28, 2011; 5:00 PM, PST
Posting of questions and answers	January 4, 2012
Deadline for proposals	January 24, 2012; 5:00 PM, PST
Tentative date for Mailing Award/Denial Letters	March 2012
Tentative date for awarding of Contract(s)	April 2012
Tentative start date for Contract(s)	July 1, 2012

**E. PROPOSAL DUE DATE**

**The deadline for submitting proposals is: January 24, 2012, no later than 5:00 PM (PST)**

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

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

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

**F. ELIGIBILITY**

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

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

**G. MANDATORY RFP WORKSHOP**

Proposers must attend the following workshop:

Wednesday, December 21, 2011  
9:00 am – 12:00 pm  
Department of Workforce Development  
WIB Room – Second Floor  
215 North D Street  
San Bernardino, CA 92415

***\*\*\*DOORS WILL BE LOCKED AND NO OTHERS WILL BE ADMITTED AFTER 9:00 AM\*\*\*  
PARK IN STRUCTURE ACROSS THE STREET***

The RFP Document will be reviewed at the workshop. All prospective proposers must attend the workshop. Proposers are also encouraged to submit questions in advance of the workshop to the contact person identified in paragraph C of this part. To ensure a fair and objective evaluation, answers to questions from the workshop will be posted on the LWIB website at [www.sbcounty.gov/wib](http://www.sbcounty.gov/wib) and on the San Bernardino County Purchasing website at [www.sbcounty.gov/purchasing](http://www.sbcounty.gov/purchasing). All technical questions received by the deadline will be posted on the websites on January 4, 2012.

**H. AWARD CONSIDERATION AND AWARD PERIOD**

The primary consideration of this RFP is to seek proposals that offer innovative approaches to providing youth with the skills essential to be successful in careers which have been identified by the WIB as high growth, high demand industries within their communities. Included in this RFP is a listing of the demand occupations or career ladders that have been determined to be available within most regions of the County of San Bernardino (see career ladders under DEFINITIONS at the beginning of Part II of this RFP). The County has determined a priority need for youth services in four (4) of the ten (10) WIA elements. Therefore, in accordance with the WIA regulations this RFP seeks to competitively select programs for funding that reflect the four (4) WIA priority elements. These priority elements are as follows:

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

Proposers have the option of including any combination of the required elements into their proposals. To be eligible to receive a contract award, a proposer must directly provide services in at least two (2) of the four (4) elements listed above.

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The anticipated contract period is July 1, 2012 through June 30, 2014; this term may vary depending on the outcome of Contract negotiations.

**I. PROPOSAL CONDITIONS****1. Contingencies**

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

**2. Modifications**

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

**3. Proposal Submission**

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

**4. Inaccuracies and Misrepresentations**

If in the course of the RFP process or in the administration of a resulting Contract, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Contractor may be terminated from the RFP process or, in the event a Contract has been awarded, the Contract may be immediately terminated. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**5. Incurred Costs**

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

**6. Proposal Confidentiality**

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

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

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

In the event a public records request is made for information designated by the Contractor as confidential or proprietary and if the County has made a determination as to the confidential or proprietary nature of the

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information, the County will notify the Contractor of the request. The Contractor will have an opportunity at its own expense to seek a determination from the appropriate court as to the disclosure or non-disclosure of the information.

**7. Negotiations**

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

**8. Level of Service**

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

**9. Acceptance or Rejection of Proposals**

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

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

**10. Local Preference**

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

For purposes of the application of the local preference policy (County Policy 11-12) "principal place of business" is defined as the vendor's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the vendor's main office (or headquarters) which:

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

The County's Local Preference Policy means, for example, that if two (2) Contractors responding to this RFP have equal quality, service and ability to meet the County's needs, County staff must determine if one of the Contractors is a local vendor. If one of the Contractors is a local vendor, and it's quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other vendor's quoted price or cost, and if no exemption applies, staff should recommend the local vendor for the Contract award.

**11. Formal Agreement**

Contractor will be required to enter into a formal agreement with the County. In submitting a response to this RFP, Contractor will be deemed to have agreed to each term and condition mentioned in this RFP

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unless the proposal identifies an objection and County agrees, in writing, to change the language objected to. All objections to any provisions of the final Contract should be listed as an Attachment XII – Exceptions to RFP/Sample Contract. The County is under no obligation to agree to any such proposed change(s).

**12. Final Authority**

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

**13. Electronic Funds Transfer Program**

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

**14. Iran Contracting Act of 2010**

In accordance with Public Contract Code section 2204(a), the Proposer certifies that at the time the proposal is submitted, the Proposer signing the proposal is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Proposers are cautioned that making a false certification may subject the Proposer to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. **Proposer agrees that signing the Proposal shall constitute signature of this Certification.**

**J. PREPARING A PROPOSAL**

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

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

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

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

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

## **K. WIA YOUTH PROGRAM SPECIFIC RFP INFORMATION**

### **1. WIA Program Overview**

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

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

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

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

### **2. Program Priority Elements**

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

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

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

**b. Paid/Unpaid Work experiences, internships and job shadowing**

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

**c. Occupational Skills Training (OST)**

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

**d. Leadership Development Opportunities**

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

Leadership development opportunities *may* include the following:

- (1) Exposure to post-secondary educational opportunities;
- (2) Community and service learning projects;
- (3) Peer-centered activities, including peer mentoring and tutoring;
- (4) Organizational and teamwork training, including team leadership training;
- (5) Training in decision making, including determining priorities;
- (6) Citizenship training, including life skills training such as parenting, work behavior training and budgeting of resources;
- (7) Employability; and
- (8) Positive social behaviors.

**3. Recruitment and Enrollment**

Contractors are responsible for the recruitment and enrollment of eligible youth participants in accordance with the eligibility requirements detailed in section 4 of this part (below). Proposers must develop a detailed recruitment plan including outreach activities to recruit eligible youth. The intent of this RFP is to provide WIA services to youth who live in San Bernardino County (excluding City of San

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Bernardino). Eligibility determination and enrollment of all participants must be completed by September 30, 2012.

**4. Participant Eligibility Determination**

Under WIA, all youth must meet eligibility criteria and be determined eligible for the program prior to enrollment and receipt of WIA funded services. San Bernardino County WIA youth must:

- a. Have the right to work in the United States; and
- b. Reside in the County of San Bernardino County excluding the City of San Bernardino; and
- c. Be economically disadvantaged as determined by WIA regulations; and
- d. Be age 17 through 21 at time of enrollment (in-school youth must have senior status); and
- e. Be registered for selective service (applies to males 18 and older); and
- f. Have at least one or more of the following barriers to employment:
  - (1) Basic literacy/numeracy skills deficient;
  - (2) High school dropout;
  - (3) Homeless or runaway;
  - (4) Foster child;
  - (5) Pregnant or parenting;
  - (6) Criminal/juvenile offender;
  - (7) Individual who requires additional assistance to complete an educational program or to secure and hold employment. Our LWIA Youth Council has defined "requires additional assistance" as a member of a family who receives public assistance.

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

**5. Initial Assessment**

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

**6. Orientation**

Contractors will provide all youth with a program orientation regarding the full services that are available through WIA Title I youth programs and all services that are available through the County Employment Resource Centers. Youth will also be advised of their rights and responsibilities and appeal process. All youth will register in the San Bernardino County Department of Workforce Investment Network website, also known as WIN or Virtual One-Stop, VOS, located at [www.csb-win.org](http://www.csb-win.org).

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**7. Individual Service Strategy (ISS)**

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

**8. Use of WIA Program Funds for Youth Activities**

The main purpose of the WIA youth program is to provide long-term academic and occupational learning opportunities. Congress has outlined six (6) purposes for use of WIA funds for youth activities:

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

**9. Program Design Features**

- a. The Contractor shall provide the following program components:
  - (1) Outreach activities to recruit eligible youth;
  - (2) WIA eligibility determination and documentation;
  - (3) Submission of required eligibility and enrollment paperwork to WDD;
  - (4) Program orientation for all interested youth;
  - (5) Comprehensive assessment of youth;
  - (6) Capacity to provide all ten WIA elements of service:
    - a. At least two (2) of the four (4) priority elements must be directly provided by Contractor;
    - b. Other WIA elements may be provided directly or through linkages with other agencies; and
  - (7) Comprehensive case management services for each enrolled youth.
- b. The Contractor will work closely with the local County Employment Resource Centers (ERC) by providing ERC information to each youth participant during orientation, assisting youth in using the County's WIN system and referring appropriate youth to the local ERC for services.

**L. CONTRACT REQUIREMENTS****1. General**

The Contractor(s) selected may be required to agree to the terms contained below. The terms included in this RFP are not exhaustive and the final Contract may contain additional terms and conditions. If the Contractor has any objections to the terms contained in the sample Contract (Appendix B), these objections must be addressed in the RFP response to the County or the objections will be deemed to have been waived.

## 2. Indemnification and Insurance Requirements

### a. Indemnification

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

### b. Additional Named Insured

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

### c. Waiver of Subrogation Rights

The Contractor shall require the carriers of the above-required coverages to waive all Contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

### d. Policies Primary and Non-Contributory

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

### e. Severability of Interests

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

### f. Proof of Coverage

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

### g. Acceptability of Insurance Carrier

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

**h. Deductibles and Self-Insured Retention**

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

**i. Failure to Procure Coverage**

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

**j. Insurance Review**

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

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

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

**k. Insurance Specifications**

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

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

**l. Workers' Compensation/Employers Liability**

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

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

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

m. **Commercial/General Liability Insurance**

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

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

n. **Automobile Liability Insurance**

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

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

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

o. **Umbrella Liability Insurance**

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

**PART II – INSTRUCTIONS****A. DEFINITIONS**

<b>Term</b>	<b>Definition</b>
<b>Activity</b>	The specific steps or actions that a project takes to achieve a measurable objective.
<b>Administrative Agency or Contractor</b>	The agency or organization designated on the Proposal Cover Sheet who is the programmatic recipient of the WIA funds and will accomplish the planned objectives and program goals.
<b>Alternative Education</b>	A student need-based school or program that is an alternative to the school in which the student would normally be enrolled. Participation in alternative education must have as its major objective the attainment of a high school diploma or its equivalent.
<b>Apprenticeship</b>	The apprenticeship training program is a cross between on-the-job training and classroom instruction to prepare workers for American industries. The content of the apprenticeship training program curriculum is driven by industry needs resulting in workers with skills that are in high demand.
<b>Assessment</b>	Assessment includes a review of educational skill levels, occupational skills, prior work experience, employability, interests, aptitudes (including interest in non-traditional jobs) and supportive service needs. Where appropriate, recent assessments within six (6) months can be used in lieu of an additional assessment. The goal is to comprehensively and accurately evaluate the youth in order to develop an appropriate service strategy to meet his/her individual needs.
<b>Assessment Tools</b>	<p>The following are the authorized testing instruments used to assess basic skills and literacy/numeracy levels:</p> <ul style="list-style-type: none"> <li>• Out-of-school participants for literacy/numeracy educational functioning levels: <ol style="list-style-type: none"> <li>1. Adult Basic Learning Examination (ABLE)</li> <li>2. Tests of Adult Basic Education (TABE)</li> <li>3. CASAS Survey Achievement Tests</li> <li>4. Wonderlic</li> </ol> </li> <li>• In-school participants for basic skills deficiencies: <ol style="list-style-type: none"> <li>1. Adult Basic Learning Examination (ABLE)</li> <li>2. Tests of Adult Basic Education (TABE)</li> <li>3. General Aptitude Test Battery (GATB)</li> <li>4. CASAS Survey Achievement Tests</li> <li>5. CASAS Appraisal</li> <li>6. Other standardized tests subject to WDD approval</li> </ol> </li> </ul>

**YEAR-ROUND INNOVATIVE YOUTH PROGRAMS****RFP WDD PY 2012-2014****At-Risk of Dropping Out (High School)**

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

1. Two grades below his/her age group;
2. Is a formal referral by a school counselor, probation officer or other agent documenting chronic attendance problems, or other indicators of a high potential to drop out that have been adopted by the Local Education Agency (LEA) as criteria for identifying potential dropouts;
3. Is on their school's D and F list, or has failing grades as evidenced by a report card or transcript; and/or
4. Did not pass the California High School Exit Exam (CAHSEE).

**Barriers to Employment**

Any demonstrable characteristic(s) of a person that has served to limit, hinder or prohibit that person's opportunities for employment and/or promotion. Examples of barriers to employment for youth are: limited English language proficiency, teenage parenting, individuals with disabilities, substance abuse, homelessness, basic skills deficiency, welfare assisted youth.

**Basic Literacy/Numeracy Skills Deficient**

An out-of-school youth that computes or solves problems, reads, writes or speaks English at or below literacy/numeracy level 6 as determined by the required assessment tools. Refer to TEGL 17-05c1 at the DOL website, <http://wdr.doleta.gov/directives/attach/TEGL/TEGL17-05c1.pdf>.

**Basic Skills Deficient**

An in-school youth that has English reading, writing, or computing skills at or below the 8<sup>th</sup> grade level (8.9) on one of the standardized tests listed under the definition of Assessment Tools.

**Career Ladders**

The San Bernardino County Career Ladders were established by the Local Workforce Investment Board to provide demand occupations and career paths within San Bernardino County that will lead County residents to self-sufficiency. Career Ladders were based on current local Labor Market Information (LMI) obtained from the Employment Development Department (EDD) and local LMI entities. The sectors are:

1. **Transportation/Logistics** – The management and movement of the flow of goods, information and other resources, including energy and people between the point of origin and the point of consumption in order to meet requirements of consumers. Logistics involves the integration of information, transportation, inventory, warehousing, material-handling and packaging, and occasionally security.
2. **Health Care** – The treatment and management of illness and the preservation of health through services offered by the medical, dental, complementary and alternative medicine, pharmaceutical, clinical laboratory sciences (in vitro diagnostics), nursing and allied health professions. Health care embraces all the goods and services designed to promote health including preventative, curative and palliative interventions, whether directed to individuals or to populations.
3. **Manufacturing** – A range of human activity, from handcraft to high tech, but most commonly applied to industrial production in which raw materials are transformed into finished goods on a large scale. Such finished goods may be used for manufacturing other, more complex, products.

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4. **Aviation/Aerospace Industry** – Activities involving inspection, performance, supervisory maintenance, preventative maintenance, and the alteration of aircraft and aircraft systems. In the U.S., Aircraft Maintenance Technicians usually refer to themselves as A & P's for Airframe and Power Plant Mechanics.
5. **Green Career Opportunities** – The application of the environmental sciences to conserve the natural environment and resources and to curb the negative impacts of human involvement. Sustainable development is the core of environmental technologies. When applying sustainable development as a solution for environmental issues, the solutions need to be socially equitable, economically viable, and environmentally sound. Examples of such technologies include: solar PV retrofitting, solar thermal improvements and/or weatherization improvements, water reclamation and treatment, and wind technologies.

<b>Case Management</b>	The provision of a client-centered approach in the delivery of all-encompassing, customized services. This is an activity used to document the general coordination of all other youth services.
<b>Collaborative</b>	A mutually beneficial and well-defined relationship entered into by organizations to achieve common goals. The relationship includes a commitment to mutual relationships and goals, jointly developed structure and responsibility, mutual authority and accountability for success and sharing of resources.
<b>Contract</b>	The document executed by the Chairman of the Board of Supervisors, on behalf of the County of San Bernardino, and the Contractor which creates a legally binding agreement for the performance of certain services by Contractor for compensation paid by the County, a sample copy of which is attached to this RFP. (Appendix B).
<b>Contractor</b>	A proposer that is awarded a Contract by the County Board of Supervisors to provide a WIA Youth Program pursuant to this RFP.
<b>County</b>	The County of San Bernardino.
<b>Credential</b>	A nationally recognized degree or certificate or a state/locally recognized credential. Credentials include, but are not limited to, a high school diploma, GED or other recognized equivalents, post-secondary degrees, recognized skills standards and licensure or industry recognized certificates and all State Education Agency recognized credentials.
<b>Department of Workforce Development (WDD)</b>	The County of San Bernardino Department of Workforce Development.
<b>Enrollment</b>	All youth eligible for WIA services must be enrolled into the WIA Youth Program in order to receive services. At the point of enrollment, participants are counted for performance measurement purposes.
<b>Equal Employment Opportunity Plan (EEO)</b>	A comprehensive plan that analyzes the agency's workforce and all agency employment practices to determine their impact on the basis of ethnicity and gender.

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<b>EEOP Guidelines</b>	Extensive description of state and federal civil rights requirements and what constitutes an EEOP (samples, forms, etc.). The document was prepared to assist Contractors in ensuring nondiscrimination and in the development, implementation of their EEOP for compliance with the law.
<b>Exit</b>	A participant completing services, or who has a termination date within the quarter and has not received any WIA services for ninety (90) days, except follow-up and has no future services scheduled. A WIA Exit Form must be completed.
<b>Formalized Agreement</b>	A formal agreement between two agencies that specifies the responsibilities of each agency in implementing the project. A formalized agreement may also be called a Memorandum of Understanding (MOU). (Sample Appendix C).
<b>High School Dropout</b>	An individual who is no longer attending any school and who <b>has</b> not received a secondary school diploma or its recognized equivalent. ( <b>Does</b> not include a youth attending alternative school). A youth's dropout status is determined at the time of application and remains in effect throughout his/her participation.
<b>Individual Service Strategy (ISS)</b>	A plan to identify the youth's educational and employment goals. The ISS is a living document and must be updated quarterly or as needed. Updates may include further discussions of education and employment strategies, training options and training information, barriers to education and/or employment and the supportive services or other services needed to overcome the barriers.
<b>In-School Youth</b>	Attending High School – The individual is not a high school graduate (or equivalent) and is attending any school (including elementary, intermediate, junior high school, secondary or post-secondary, or an alternative school or program whether full or part-time), or is between school terms and intends to return to school.
<b>Internship</b>	A paid or unpaid internship is an opportunity created by an employer to provide an on-the-job practice. This may be done in collaboration with a participant's school so that academic credit and real world work experience can be earned at the same time. Internships are typically for short periods of time and are developed to provide guidance, supervision and evaluation of the youth's work as an intern.
<b>Job Placement</b>	Services provided to assist a youth in obtaining a specific placement in unsubsidized employment.
<b>Job Search Techniques</b>	The provision of instruction and support to a participant to give the participant skills in acquiring full time employment. The services provided may include, but are not limited to: <ul style="list-style-type: none"> <li>• Résumé writing;</li> <li>• Interviewing skills;</li> <li>• Labor market guidance;</li> <li>• Telephone techniques;</li> <li>• Information on job openings;</li> </ul>

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	<ul style="list-style-type: none"> <li>• Job acquisition strategies; and</li> <li>• Office space and supplies for the job search.</li> </ul>
<b>Job Shadow</b>	An unpaid short-term activity offered by an employer who agrees to engage a student to follow or “shadow” them throughout their work day, providing insight on the duties and skills of the position, and information on career tracks.
<b>Leadership Development Activities</b>	<p>Activities that encourage responsibility, employability and other positive social behaviors such as:</p> <ul style="list-style-type: none"> <li>• Exposure to post secondary educational opportunities;</li> <li>• Community service and service learning projects;</li> <li>• Peer-centered activities, including peer mentoring and tutoring;</li> <li>• Organizational and team leadership training;</li> <li>• Training in decision making, including determining priorities; and</li> <li>• Citizenship training, including life skills training.</li> </ul>
<b>LWIB or WIB</b>	The San Bernardino County Local Workforce Investment Board.
<b>Not Employed</b>	An individual who does not meet the definition of employed, or who although employed has received a notice of termination of employment.
<b>Objectives</b>	A set of quantifiable projections to be carried out in order to accomplish the program goals.
<b>Occupational Skills Training</b>	Short-term vocational skills training that provide participants with the skills necessary to obtain employment in career ladders leading to self-sufficiency.
<b>Offender</b>	<p>An individual (adult or juvenile) who:</p> <ol style="list-style-type: none"> <li>1. Is or has been subject to any stage of the criminal justice or juvenile delinquency process, for whom services under WIA may be beneficial; or</li> <li>2. Requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction/adjudication.</li> </ol>
<b>On-the-Job Training (OJT)</b>	<p>Training by an employer that is provided to a paid participant while engaged in productive work in a job that:</p> <ol style="list-style-type: none"> <li>1. Provides knowledge or skills essential to the full and adequate performance of the participant.</li> <li>2. Provides reimbursement to the employer of up to fifty percent (50%) of the wage rate of the participant.</li> <li>3. Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant and the service strategy of the participant, as appropriate.</li> </ol>
<b>Out-of-School Youth</b>	<p>An eligible youth who is a (high) school dropout, or an eligible youth who has received a secondary school diploma or its equivalent but is basic skills deficient, unemployed or underemployed. This definition includes:</p> <ul style="list-style-type: none"> <li>• Youth who are not attending high school or those who have been dropped from school enrollment;</li> <li>• Youth who have completed secondary school (either attaining a high school diploma or GED) and are basic skills deficient, under-employed or</li> </ul>

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unemployed; or

- High school graduate attending post-secondary education but are basic skills deficient.

<b>Participant</b>	Any youth that is eligible and accepted into a WIA Youth Program provided by County through a qualified provider.
<b>Poor Work History</b>	Individual has not worked full-time in unsubsidized employment for more than thirteen (13) consecutive weeks in the last twelve (12) calendar months or has a sporadic work history.
<b>Post-Secondary Education</b>	Post-secondary education is a program at an accredited degree-granting institution that leads to an academic degree (e.g., AA, AS, BA, BS). This does not include programs offered by degree-granting institutions that do not lead to an academic degree.
<b>Pregnant or Parenting Youth</b>	An individual under twenty-two (22) years of age who is pregnant, or a youth (male or female) that provides custodial care for a minor child.
<b>Program</b>	A specific set of goals and objectives established pursuant to legislative, congressional or administrative action identifying an unmet need of the criminal justice system or victim services and supported by a set appropriation from state or federal funding sources.
<b>Proposer</b>	Any eligible person or organization that prepares and timely submits a proposal that is responsive to this RFP.
<b>Request for Proposal (RFP)</b>	This Request for Proposal for Year-Round Youth Programs for PY 2012-2014.
<b>Secondary School</b>	The term "secondary school" has the meaning given the term in section 13101 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. § 8801).
<b>Supportive Services</b>	Services such as transportation, child care, clothing/uniforms, work related tools or license/certification fees that are necessary to enable an individual to participate in activities authorized under Title 1 of WIA and consistent with the provisions of the Act.
<b>Underemployed</b>	Underemployment means an individual who is working part time, but desires full time employment or who is working in employment not commensurate with the individual's demonstrated level of educational attainment.
<b>Work Experience</b>	Work Experience is defined as a short-term and/or part-time work assignment with a public sector employer or private non-profit agency that is subsidized or unsubsidized and which provides an individual with the opportunity to acquire the skills and knowledge necessary to perform a job, including appropriate work habits and behaviors, and is combined with classroom or other training. Includes internships and job shadowing, not including summer work experience opportunities.
<b>Work Readiness Skills</b>	Work Readiness Skills include world of work awareness, labor market knowledge, occupational information, values clarification and personal understanding, career planning and decision-making and job search

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techniques (résumés, applications, interviews, and follow-up letters).

**Workforce Investment Act (WIA)**

Employment and training program legislation that was effective as of July 1, 2000, intended to consolidate, coordinate and improve employment, training, literacy and vocational rehabilitation programs in the U.S. (29 U.S.C. § 2801 et seq.) <http://www.doleta.gov/usworkforce/wia/act.cfm>.

**Youth Council**

A subgroup within each local Workforce Investment Board (WIB), appointed by the local WIB, in cooperation with the chief elected official(s) for the local area. The Youth Council will have membership as designated in WIA and will recommend youth service providers who are selected through a competitive process, conduct oversight of eligible providers of youth activities and coordinate youth activities and other duties determined to be appropriate by the local WIB.

**B. GENERAL INSTRUCTIONS**

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

All interested and qualified Contractors are invited to submit a proposal for consideration. Submission of a proposal indicates that the Contractor has read and understands this entire RFP, including all appendices, attachments, exhibits, schedules, and addendum (as applicable) and agrees that all requirements of this RFP have been satisfied.

Proposals must be submitted in the format described in this section. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

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

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

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

**C. PROPOSAL PRESENTATION**

An original, which may be bound, and 5 unbound copies of the written proposal are required. The original copy must be clearly marked "Master Copy". If one copy of the proposal is not clearly marked "Master Copy", the proposal may be rejected. However, the County may at its sole option select, immediately after proposal opening, one copy to be used as the Master Copy. If discrepancies are found between two or more copies of the proposal, the proposal may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.

The package containing the original and copies must be sealed and marked with the Contractor's name and "**CONFIDENTIAL – WIA YEAR ROUND YOUTH PROGRAM, RFP WDD PY12/14.**"

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

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

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

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

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

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

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

- a. Present the plan to address the problem identified above and what the program intends to accomplish. Include two or more of the four priority elements and any additional WIA elements, outline the goals, objectives, activities and timelines for addressing how the selected elements support the identified problem.
- b. Describe the number and characteristics of the target group to be served. Further, discuss how many in-school and how many out-of-school youth will be served. All in-school youth must have senior status and be at risk of drop-out or expect to receive a high school diploma or equivalent by the end of the 1<sup>st</sup> quarter after the exit quarter.
- c. Identify and describe the target area(s) the proposer will be serving under this project.
- d. Describe how the proposer will implement the plan of service. Include the applicable components such as:
  - Outreach and recruitment;
  - Case management;
  - Program services (i.e. basic/remedial education, tutoring, study skills training, and instruction leading to the completion of secondary school, including dropout prevention strategies;
  - Paid/Unpaid work experiences, internships, and job shadowing, occupational skill training, leadership development, job placement);
  - Supportive services; and
  - Cost per participant;
    - "Direct to participant" funds (this includes youth training costs, participant wages, participant stipends and supportive services); and
    - Program services timeline that reflects the major activities, person (people) responsible and date of completion.

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- e. Administrative and Staffing Plan – Describe the proposed program’s management plan and staff positions. Complete a “Job Description / Résumé of WIA Personnel” (Attachment VIII of this RFP) for all key personnel who will be involved in administering a Contract resulting from this proposal.

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

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

- f. Subcontracting/Formalized Agreements – If subcontracting, the proposer must submit written justification for subcontracting if any portions of the proposed services/activities are contracted out to another agency/organization. Attach a statement from each potential subcontractor, signed by a duly authorized officer, employee, or agent of the organization/agency that includes the name and address of the organization/agency, type of work to be performed and percentage of the total work to be subcontracted. The statement must also include that the subcontractor will perform all work as indicated, will comply with all WIA regulations, state or federal laws and be bound by the terms of the Contract to be awarded to Contractor. Contractor may not subcontract any portion of any service without first obtaining written permission of the County. The Contractor shall be responsible for the performance of the subcontractor. If not subcontracting, the proposer should provide a statement to that effect.

Formalized Agreements (A formal agreement between two agencies that specifies the responsibilities of each agency in implementing the project) are with other organizations, education institutions, and potential employers that the proposer has established linkages with to provide WIA youth services as part of this proposal, and that would not be directly provided by the proposer.

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

**3. WIA Mandated Performance Outcomes**

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

As discussed above in this RFP, every proposer is required to include in its proposal detailed performance measurements that comply with the WIA-Mandated Performance Measurements set forth in Appendix A to this RFP. The performance measurements will be used by the County over the term of the Contract to hold the Contractor accountable for achieving the required performance outcomes. If a Contractor fails to achieve the required outcomes, or if the Contractor fails to comply with the

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performance measurement requirements and renders the County unable to determine whether or not the Contractor has achieved the performance outcomes, the County shall have the right to terminate the Contract and cease all funding of the Contractor’s WIA youth program.

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

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

Following is a sample chart:

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

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

**5. Statement of Experience**

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

- a. Affirmation that the proposer is a valid legal entity in the State of California, such as a corporation, partnership, etc. and *attach* copies of the official papers showing formation of a corporation, partnership, or sole proprietorship;
- b. *Copies* of current business license(s) and permits, if applicable, or the ability to obtain the required licenses or permits, as necessary;
- c. Identify the number of years the proposer has been in business under the present business name, as well as related prior business names;
- d. Completed Contracting Experience form (Attachment IV); Suspension requirements from prior Contracts or an applicable statement that the proposer has not been suspended from any prior Contracts.
- e. Certification that the organization is not proposed for debarment, is not presently debarred, suspended, or declared ineligible, as required by Executive Order 12549, “Debarment and

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Suspension,” and implemented by 28 CFR, Part 67, for prospective participants in primary cover transactions;

- f. Evidence that the WIA funding requested in its proposal submitted under this RFP will not exceed seventy-five percent (75%) of the organization’s gross revenue; and
- g. Completed Credit Report Authorization form (Attachment IX).

**6. Financial Statements/Audit Requirements**

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

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

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

**7. Insurance Requirements**

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

**E. THE PROJECT BUDGET**

The purpose of the Project Budget is to demonstrate how the project will implement the proposed plan with the funds available through this program. The budget is the basis for management, fiscal review, and audit. Project costs must be directly related to the objectives and activities of the project. The budget must cover the entire Contract period. In the budget, include only those items that you want covered by WIA funds. Proposers are highly encouraged to supplement WIA funds with funds from other sources; supplemental funding is a proposal evaluation criterion..

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

**All expenses incurred prior to the Contract being awarded and fully executed are the responsibility of the proposer.**

**YEAR-ROUND INNOVATIVE YOUTH PROGRAMS****RFP WDD PY 2012-2014****1. The Budget Narrative (This section is limited to 2 pages)**

Proposer is required to submit a narrative with the project budget. The narrative must be typed and placed in the proposal in front of the budget pages. In the narrative, describe:

- a. How the project's proposed budget supports the stated objectives and activities in the project;
- b. How funds are allocated to minimize administrative costs and support direct services to participants;
- c. The duties of project-funded staff, including qualifications or education level necessary to the job assignment;
- d. How project-funded staff duties and time commitments support the proposed objectives and activities;
- e. Proposed staff commitment/percentage of time to other efforts, in addition to this project, any unusual expenditures; and
- f. Identify all proposed subcontracts.

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

Refer to the Total Budget Request Form in Attachment VII. Complete the form using the electronic version (Excel Document) available by emailing Megan O'Brien at [mo'brien@wdd.sbcounty.gov](mailto:mo'brien@wdd.sbcounty.gov).

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

**3. Organizational Chart**

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

**4. Formalized Agreements**

Formalized Agreements must be dated and contain signatures, titles and agency names for both parties. This document must demonstrate a formal system of networking and coordination with other agencies and the project. Those Agreements submitted with the proposal must be effective for the proposed program year. For the purposes of this RFP, the terms "Formalized Agreement" and "Memorandum of Understanding (MOU)" are synonymous. A sample Formalized Agreement is provided in Appendix C.

**5. Program Costs**

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

**6. Administrative Costs**

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

**7. Participant Costs**

Participant Costs include the cost of items that are spent directly on individual participants and are tracked by individual enrollment. Possible costs include participant supportive services (transportation

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and ancillary items), participant wages, participant supplies, participant stipends and participant tuition and fees incurred to achieve participant goals, objectives and activities.

**8. In-Kind/Leveraged Funds**

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

**9. Prohibited Expense Items**

The following is a list of prohibited items:

- a. **Automobiles** – Purchase or lease of automobiles.
- b. **Lobbying** – WIA funds cannot be used for lobbying activities.
- c. **Fundraising** – WIA funds cannot be used for organized fundraising, including financial campaigns, endowment drives, solicitation of gifts and bequests, or similar expenses incurred solely to raise capital or obtain contributions.
- d. **Real Property and Improvements** – Real property, including land, land improvements, structures and their attachments, and structural improvements and alterations.
- e. **Interest** – The cost of interest payments is not an allowable expenditure, unless the cost is a result of a lease/purchase agreement.
- f. **Membership Dues** – The cost of membership dues for projects involved in the licensing or credentialing of professional personnel is not an allowable expenditure, unless it is part of a governmental negotiated benefit package.
- g. **Professional License** – The cost of a professional license.
- h. **Annual Professional Dues or Fees** – The cost of professional dues or fees is not an allowable expenditure, unless it is part of a governmental negotiated benefit package.
- i. **Charges, Fees and Penalties** – Finance charges, late payment fees, penalties and returned check charges are not allowable expenditures.
- j. **Depreciation** – Depreciation charges are not allowable expenditures.

**PART III – ADDITIONAL INFORMATION**

This part contains additional information needed in preparing a proposal.

**A. APPENDICES**

- Appendix A – WIA Youth Performance Measures
- Appendix B – Sample County Contract for WIA Youth Services
- Appendix C – Sample Formalized Agreement/Memorandum of Understanding

**B. ATTACHMENT LISTING (FORMS)**

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

**C. SUBMITTING A PROPOSAL**

In signing the Proposal Cover Sheet, the proposer formally notifies the County that the proposer will comply with all pertinent requirements included in the standard County Contract form as attached.

The proposal (original and 5 copies) **must be received** by the County **no later than 5:00 PM, PST, on January 24, 2012**. If a proposal is mailed, it must be mailed to the address listed below and the proposer must allow sufficient time for the proposal to arrive by the due date and time. All proposals received become the property of the County and will not be returned.

Mailing Address:

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

If the proposal is hand-delivered, it must be delivered to the Department of Workforce Development, 215 North D Street, Suite 301, San Bernardino, California, **no later than 5:00 PM, PST, January 24, 2012**. The proposal will be date stamped and a receipt will be provided. All proposals, hand delivered or mailed, must be received by the specified due date and time. **Late proposals will be disqualified from this RFP process.**

**D. SELECTION OF PROPOSAL FOR FUNDING****1. Proposal Rating**

All proposals received by the deadline will be read and rated by a team consisting of at least three (3) raters. The averaged scores from the raters for the qualified proposals will be ranked numerically to develop a ranked list for each program.

**a. Project Narrative – 70 Points****(1) Problem Statement: Youth Identification**

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

**(2) Project Plan**

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

**(3) Proposal Program Implementation**

- WIA priority program elements that make this proposal unique are stated and measurable.
- The proposer will provide a “custom” program.
- The proposer will have the capability and capacity to provide all required services.
- All sites for outreach, enrollment and program operations are clearly identified.
- Program and service sites are located conveniently for the targeted youth.

**(4) Program Performance Outcomes**

- Proposal states the number of participants expected to be served in each major program area.
- Proposal states the short-term benefits for participants in each major program function.
- Proposal states the long-term benefits for participants in each major program function.
- Goals for placing youth in employment or education are clearly stated.
- Goals for youth attainment of a degree or certificate are clearly stated.
- Numeracy and Literacy gains for basic skills deficient out-of-school youth are clearly stated.

**b. Budget Narrative – 30 points**

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

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- (1) Maximum of 10 points – Two (2) points each for formalized agreements with County Probation, County Department of Children’s Services, Foster Care programs, Transitional Aide to Youth (TAY) program, County Superintendent of Schools and local Alternative Education site.
- (2) 10 points – Proposals serving 100% out-of-school youth.
- (3) 10 points – Proposals with at least thirty-five percent (35%) of funds allocated “directly” to youth. This includes training, supplies, participant wages, supportive services and stipends.

**2. Funding Recommendations**

Recommendations for funding will be based on the following:

- The ranked score of the proposal;
- Consideration of the funding priorities or geographical distribution of selected proposals as applicable to each program;
- Prior negative administrative and programmatic performance and compliance as a County-funded project, if applicable; and
- Cost vs. benefit of the proposed program. Proposals that do not budget at least thirty-five (35%) of total funding directly to participants may not be recommended for funding.

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

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

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

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

**3. Notification Process**

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

**4. Rejection of Proposals**

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

**5. Appeals**

- a. An appeal of a denial of award can only be brought on the following grounds:
  - (1) Failure of WDD to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
  - (2) There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
  - (3) A violation of State or Federal law.
- b. Appeals will not be accepted for any reasons other than those stated above. Appeals must be sent to:

County of San Bernardino  
Workforce Investment Board  
Attention: Youth Council Chairperson  
215 North D Street, Suite 301  
San Bernardino, CA 92415-0046
- c. Accepted appeals will be processed and reviewed by a panel convened by the Chairperson of the Youth Council and the Director of WDD.
- d. The Youth Council and WDD will consider only those specific issues addressed in the written appeal.

**E. FINALIZING THE CONTRACT AGREEMENT**

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

**1. Submission of Additional Materials**

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

**2. Contract**

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

**3. Contract Award Amounts**

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

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**F. ADMINISTRATIVE REQUIREMENTS**

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

**1. A Review of WIA Regulations**

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

[http://www.edd.ca.gov/Jobs\\_and\\_Training/Policy\\_and\\_Guidance.htm](http://www.edd.ca.gov/Jobs_and_Training/Policy_and_Guidance.htm)

**2. Internet Access**

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

**3. Progress Reports and Data Collection**

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

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

**4. Monthly Request for Reimbursement Claim**

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

**5. Availability of Records**

All records pertaining to service delivery and all fiscal, statistical, and management books and records shall be available for examination and audit by County, Federal, and State representatives. Program data shall be retained locally and made available upon request or turned over to the County. If said records are not made available at the County's scheduled monitoring visits the Contractor may, at the County's option, be required to reimburse the county for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed fifty dollars (\$50), per hour (including travel time), and be deducted from the following month's claim for reimbursement.

**6. Monitoring and Evaluation Requirements**

A monitoring visit is an onsite assessment by the County to determine if the Contractor and project is in compliance with the terms of the Contract, the RFP, and WIA regulations. Contractors and projects will

be monitored on a random or as-needed basis. The monitoring will cover all areas of project operation, fiscal management, and will include a review of the source documentation as substantiation for project goals, objectives, activities, and use of WIA funds. Each on-site assessment will be followed by a formal report of findings. Any finding requiring corrective action will be documented and will include a timeline for completing the corrective action(s).

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

#### **7. Information on Former County Administrative Officials**

Contractors are required to provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent their business. The information provided must include a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates, or members of the business. This list should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head.

Failure to provide this information may result in the response to this RFP being deemed non-responsive. Inaccuracies or Misrepresentations: If, in the course of the RFP process or in the administration of a resulting Contract, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Contractor may be terminated from the RFP process or in the event a Contract has been awarded, the Contract may be immediately terminated.

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

#### **8. Michelle Montoya School Safety Act**

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

#### **9. Disclosure of Civil and Criminal Proceedings**

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

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The Proposer may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten (10) years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm or any of its partners, principals, members, associates or key employees has, within the last ten (10) years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the proposer may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees, within the last ten (10) years have been the subject of legal proceedings, as defined herein, arising directly from the provision of services by the firm of those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

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

**PART IV – CHECKLIST****PROPOSAL CHECKLIST AND REQUIRED SEQUENCE**

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

**A. PROPOSAL COVERSHEET**

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

**B. THE PROJECT NARRATIVE**

- Problem Statement
- Plan and Implementation
- Program Performance Measures & Outcomes
- Linkages – Attachment VI
- Formalized Agreements (sample agreement included as Appendix C)
- Geographical Areas to be Served – Attachment XI

**C. THE PROJECT BUDGET**

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

**APPENDIX A**  
**YOUTH PERFORMANCE MEASURES (Common Measures)**

<b>PERFORMANCE MEASURE</b>	<b>DESCRIPTION (Refer to TEGL 17-05 And State Directive # WSD 07-1)</b>
<b>Literacy and Numeracy Gains</b>	<p>How many <u>out-of-school</u> youth that are <u>basic skills deficient</u> increased one or more educational functioning levels. (Determined at time of exit.)</p> <ul style="list-style-type: none"> <li>• Exclude all in-school youth.</li> <li>• Exclude youth that are not basic skills deficient.</li> <li>• Exclude youth that are institutionalized, deceased, have health/medical condition, required to care for family member, reservist called to active duty, or relocation to a mandated residential program.</li> </ul>
<b>Placement in Unsubsidized Employment or Education</b>	<p>How many youth are <u>employed</u> or <u>enrolled in post-secondary education, advanced training, or occupational skills training in the first quarter after exit?</u></p> <ul style="list-style-type: none"> <li>• Exclude youth employed at the date of program participation.</li> <li>• Exclude youth that are in post-secondary education, advanced training or occupational skills training at the date of program participation.</li> <li>• Exclude youth that are institutionalized, deceased, have health/medical condition, required to care for family member, reservist called to active duty, or relocation to a mandated residential program.</li> </ul>
<b>Attainment of a Degree or Certificate</b>	<p>How many youth <u>enrolled in education</u> (either at date of program participation or anytime during the program) attained a <u>high school diploma/GED</u> or <u>certificate</u> by the end of the <u>3<sup>rd</sup> quarter after exit?</u></p> <ul style="list-style-type: none"> <li>• Exclude those youth not enrolled in education at any point during the program.</li> <li>• Exclude youth that are institutionalized, deceased, have health/medical condition, required to care for family member, reservist called to active duty, or relocation to a mandated residential program.</li> </ul>
<b>TERMS</b>	<p><b>DEFINITIONS (Refer to TEGL 17-05)</b>  <a href="http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2195">http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2195</a></p>
<b>Basic Skills Deficient</b>	<p>An individual who computes or solves problems, reads, writes or speaks English at or below grade level 8.9; or is unable to compute or solve problems, read, write, or speak English at a level necessary to function on the job, in the individual's family or in society. An individual performing at educational functioning level 1-4 (Old EFL) or 1-6 (New EFL) is considered basic skills deficient.</p>
<b>Certificate</b>	<p>Certificates are awarded for attainment of measurable technical or occupational skills necessary to gain employment or advance within an occupation. These skills are based upon standards developed or endorsed by employers. Note: Generic pre-employment and/or work readiness skills are not considered certificates. Awarding institutions include: a State educational agency; institution of higher education; professional, industry or employer organization or a product manufacturer; registered apprenticeship program; public regulatory agency; Department of Veterans Affairs; Office of Job Corps; Indian Tribe Higher Education Institution; or State Department of Education.</p>
<b>In-school Youth</b>	<p>The individual is not a high school graduate (or equivalent) and is attending any school (including elementary, intermediate, junior high school, secondary or post-secondary, or an alternative school or program whether full or part-time), or is between school terms and intends to return to school.</p>
<b>Literacy and Numeracy Gains</b>	<p>See TEGL 17-05c1 for educational functioning levels and approved assessment tests. Refer to: <a href="http://wdr.doleta.gov/directives/attach/TEGL/TEGL17-05c1.pdf">http://wdr.doleta.gov/directives/attach/TEGL/TEGL17-05c1.pdf</a></p>
<b>Out-of-school Youth</b>	<p>An eligible youth who is a school dropout, or who has received a secondary school diploma/GED but, is basic skills deficient, unemployed, or underemployed. For reporting purposes, this term includes all youth except: (1) those who are attending any school and have not received a school diploma/GED, or (2) those who are attending post-secondary school and are not basic skills deficient.</p>
<b>WIA Quarters</b>	<p>January - March, April - June, July - September, October -December</p>

FOR COUNTY USE ONLY



County of San Bernardino

F A S

STANDARD CONTRACT

<input type="checkbox"/> New	Vendor Code	<b>SC</b>	Dept.	<b>A</b>	Contract Number	
<input type="checkbox"/> Change						
<input type="checkbox"/> Cancel						
County Department			Dept.	Orgn.	Contractor's License No.	
County Department Contract Representative			Telephone		Total Contract Amount	
			( ) -		\$	
Contract Type						
<input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount	
				\$	\$	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount
						\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
						\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
						\$
Project Name			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	I/D

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name \_\_\_\_\_ hereinafter called \_\_\_\_\_

Address \_\_\_\_\_

Telephone ( ) - \_\_\_\_\_ Federal ID No. or Social Security No. \_\_\_\_\_

**IT IS HEREBY AGREED AS FOLLOWS:**

- WHEREAS**, the County desires to provide services and training for eligible enrolled youth;
- WHEREAS**, the County has been allocated funds under the Title I WIA Youth Program to provide such services;
- WHEREAS**, the County finds Service Provider qualified to provide Title I WIA youth services;
- WHEREAS**, the County desires that such services be provided by Service Provider and Service Provider agrees to perform these services as set forth below;

**NOW THEREFORE**, the County and Service Provider mutually agree to the following terms and conditions:

**Auditor/Controller-Recorder Use Only**

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

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**I. CONTRACT SPECIFICATIONS**

**A. Contract Representatives.** The Contract representatives are:

- 1. **Contract Administrator**                      Department of Workforce Development  
     **Representative**                              DUNS: 102543597  
    Sandra Harmsen, Director  
  
     **Address**    215 North D Street, Suite 301  
    San Bernardino, CA 92415-0046  
     **Phone Number**                                  909.387.9859  
  
     **Fax Number**                                        909.387-9880
  
- 2. **Contract Office**                                Department of Workforce Development  
     **Representative**                                  Janice Lindsay, Deputy Director Administrative Services  
  
     **Address**    215 North D Street, Suite 301  
    San Bernardino, CA 92415-0046  
     **Phone Number**                                  909.387.9871  
  
     **Fax Number**                                        909.387.9880
  
- 3. **Service Provider**  
     **Representative**  
  
     **Administrative Office**  
  
     **Mailing Address**  
  
     **Phone Number**  
  
     **Fax Number**  
  
     **Federal ID #**                                      **State ID #**

**B. Contract Type:** Cost Reimbursement

**C. Total Contract:** \$

**D. Funding Source:** Title I Workforce Investment Act – Federal Grant Award # AA 18628-09-55-A-6  
 CFDA #17.259

**E. Training Sites**

Agency Name	Address	Contact Person	Telephone No	Fax No

**F. Service Provider’s Obligation.** The Service Provider shall operate a County of San Bernardino Workforce Investment Act (WIA) program in accordance with the Contract as approved by the Youth Council, Local Workforce Investment Board (LWIB), and the San Bernardino County Board of Supervisors as set forth in the County’s Request for Proposal (RFP) for Year Round Innovative Youth Programs PY 2012-2014 that is incorporated herein by this reference.

- G. Complete Contract.** This Contract, consisting of twenty-four (24), as well as the RFP which is herein incorporated by reference, constitute the complete agreement, describing all covenants, conditions, and benefits by and between the County and Service Provider.
- H. Contract Modifications.** No alteration or variation of the terms of this Contract shall be valid, unless made in writing, and signed by the authorized parties hereto. Any oral understanding or agreement not incorporated herein shall not be binding on the parties hereto. Only authorized representatives of both parties shall sign any modifications, alterations or variations made.

## II. TERM OF CONTRACT

- A. Contract Period.** The term and conditions of this contract shall commence on July 1, 2012 and end on June 30, 2014, unless otherwise indicated by a formal notice or amendment.
- B. Enrollment, Program and Follow-up Period.** One hundred percent (100%) of the youth to be enrolled, per the contract, must occur by September 30, 2012. Twelve (12) months of follow-up services must be provided to all youth and shall begin at the time of program exit and shall conclude during the contract period.
- C. Termination.** Notwithstanding any other provision of this Contract, either party may terminate this contract, without cause and without any further liability or cost, upon giving the other party at least thirty (30) calendar days advance notice of the termination. Other than the provision of notice setting forth the date of termination, there shall be no pre-requisites to either party's exercise of the right to terminate the Contract and there is no right to appeal. The Assistant Administrator of the Economic Development Agency is authorized to exercise the County's rights with respect to any termination of this Contract. Upon termination of the Contract, Service Provider will only be reimbursed for amounts properly expended prior to the date of termination. There is no right to appeal a termination. Service Provider will not be reimbursed for costs incurred after the date of termination. Upon termination of the Contract all property purchased, documents, data, studies, reports and records prepared by the Service Provider under this contract, and any property transferred from previous programs, including JTPA, shall be returned to the County or disposed of, according to County's instructions.

## III. DEFINITIONS

<u>Allowable Costs</u>	The necessary and reasonable costs incurred in operating a WIA program that are allocable to the corresponding expense categories.
<u>Assessment</u>	Assessment includes a review of educational skill levels, occupational skills, prior work experience, employability, interest, aptitudes (including interest in non-traditional jobs), and supportive services needs.
<u>Barriers to Employment</u>	Any demonstrable characteristic(s) of a person that has served to limit, hinder or prohibit that person's opportunities for employment and/or promotion. Barriers to employment for youth can be limited English language proficiency, teen parenting, individuals with disabilities, substance abuse, homelessness, basic skills deficiency, youth assisted by government subsistence, etc.
<u>Basic Skills Deficient</u>	An in-school youth that has English, reading, writing or computing skills at or below the eight (8 <sup>th</sup> ) grade level (8.9) on one of the standardized tests listed under the definition of Assessment Tools.
<u>Career Ladders</u>	The Local Workforce Investment Board has established certain occupations and career paths that are in high demand within San Bernardino County that will lead County residents to self-sufficiency. These are: <ol style="list-style-type: none"> <li>1. Transportation, Logistics and Distribution</li> <li>2. Health Care</li> <li>3. Manufacturing</li> <li>4. Aviation, Aerospace</li> <li>5. Green Career Opportunities</li> </ol>

<u>Community Based Organization</u>	A non-profit, public benefit corporation as described in Section 501(c) (3) of the Internal Revenue Service Code.
<u>Contractor</u>	An organization selected to enter into an agreement with the County to provide WIA youth services pursuant to this contract, and assume the other responsibilities delineated under "Service Provider Responsibilities."
<u>Cost Allocation Methodology</u>	The distribution of allowable costs to the benefiting/funded program(s) and cost categories using reasonable and equitable distribution methods.
<u>Degree/Certificate</u>	Degrees will include, but are not limited to: a high school diploma, General Equivalence Diploma (GED) or other recognized equivalents, and post-secondary degrees. Certificates are awarded for attainment of measurable technical or occupational skill based upon standards endorsed by employers.
<u>Disability</u>	A physical or mental impairment, including a learning impairment that substantially limits one or more of the major life activities.
<u>Eligibility Determination</u>	The process of gathering and analyzing data to determine whether an applicant meets the criteria, which would allow him or her to participate in the program. Examples of WIA eligibility criteria are found in 20 CFR §664.200, 664.220, and 664.250.
<u>Employment Resource Center</u>	One-Stop Career Service Center established by the Workforce Investment Board and operated by the Department of Workforce Development (WDD) under Title I of the Workforce Investment Act
<u>Formalized Agreement</u>	A formal agreement between two agencies that specifies the responsibilities of each agency in implementing the project.
<u>High School Dropout</u>	An individual who is no longer attending school and who has not received a high school diploma or its recognized equivalent. This does not include a youth attending an alternative school. A youth's dropout status is determined at the time of application and remains in effect throughout her or his participation.
<u>Individual Service Strategy (ISS)</u>	An individual plan that identifies the youth's education and employment goals. The ISS is a living document and must be updated as needed. Updates may include further discussions of education and employment strategies, training options, and training information, barriers to education and/or employment, and the Supportive Services or other services needed to overcome barriers.
<u>In-School Youth</u>	The individual is not a high school graduate (or equivalent) and is attending any school (including elementary, intermediate, junior high school, secondary or post-secondary, or an alternative school or program whether full or part-time), or is between school terms and intends to return to school.
<u>Leadership Development</u>	Activities that promote citizenship and leadership development that encourage responsibility, employability and other positive social behaviors. These can be developed through voluntary community service participation, peer-centered mentoring or tutoring activities, and through life skills workshops.
<u>Local Workforce Delivery Area</u>	A geographical area within the State designated by the Governor in accordance with WIA guidelines, such as San Bernardino County.
<u>Occupational Skills Training</u>	Short-term vocational skills training that provide participants with the skills necessary to obtain employment in career ladders leading to self-sufficiency.
<u>Offender</u>	An individual who has been subject to any stage of the criminal justice process or who requires assistance in overcoming Barriers to Employment resulting from a record of arrest or conviction.
<u>Out-of-School Youth</u>	An individual who is a school dropout or is an eligible youth, who has either graduated from high school or holds a GED, but is basic skills deficient, unemployed, or underemployed. Note: Youth attending alternative schools and/or adult schools are not considered out of school youth.

<u>Performance Standards</u>	Represents the core measures of performance for employment and training activities. The performance indicators for the WIA Youth are the common measures as required by federal policy in the Training & Employment Guidance Letter (TEGL) 17-05, issued on February 17, 2006. The three (3) youth common measures are placement in employment or education, attainment of a degree or certificate, and/or literacy/numeracy gains.
<u>Service Provider</u>	A public agency, private nonprofit organization, or private-for-profit entity that delivers educational, training, employment or supportive services to WIA participants.
<u>Supportive Services</u>	Services such as transportation, child care, clothing/uniforms, work related tools, or license/certification fees that are necessary to enable an individual to participate in activities authorized under Title 1 of WIA and consistent with the provisions of the act.
<u>Work Experience, Internships &amp; Job Shadowing</u>	Work experiences is a short-term and/or part-time work assignments with an employer or private non-profit agency that is subsidized or unsubsidized and which provides the participant with the opportunity to acquire skills, appropriate work habits and behaviors necessary to perform a job. Internships and job shadowing are unpaid work assignments that are designed to provide the same experiences.
<u>Workforce Investment Act (WIA)</u>	Employment and training program legislation that was effective July 1, 2000, intended to consolidate, coordinate, and improve employment, training, literacy, and vocational rehabilitation programs in the U.S. ( <a href="#">29 U.S.C.A. § 2801 et seq.</a> )

#### IV. SERVICE PROVIDER SCOPE OF WORK

- A. Scope of Work.** The Service Provider agrees to enroll and serve WIA Title I Youth Program participants and have the capability to provide them with the ten (10) Program Elements. The Service Provider agrees to meet or exceed the performance requirements as stated in Section VII (A) of the Contract. The Service Provider understands and agrees that this Contract shall not be construed as an obligation on the part of the County to refer participants. The Service Provider warrants that it is capable and willing to provide services and training to program participants.
- B. Contracted Services.** The purpose of this Contract is to provide one year of program and one year of follow-up services that provide year-round assistance to youth that will improve long-term employability and enhance academic and occupational learning, leadership development skills, educational advancement and employment preparation.
- C. Program Elements**
1. The following four (4) elements have been identified as WIA priority elements. The service provider agrees to directly provide, at a minimum, two (2) of these priority elements:
    - a. Occupational Skills Training in the building trades, transportation, logistics/distribution, healthcare, manufacturing, and/or aviation that will result in a recognized certificate;
    - b. Paid/Unpaid Work Experience, internship and job shadowing;
    - c. Leadership Development;
    - d. Literacy/Numeracy basic and remedial education, including tutoring, study skills training, and instruction leading to the completion of secondary school.
  2. The ten (10) program elements (including the four WIA priority elements) are as follows:
    - a. Tutoring, Study Skills, Training. And Instruction Leading to the Completion of Secondary School including Dropout Prevention Strategies.
    - b. Alternative Secondary School Services
    - c. Summer Employment Opportunities
    - d. Paid/Unpaid Work Experience, Internship and Job Shadowing
    - e. Occupational Skills Training
    - f. Leadership Development Opportunities
    - g. Supportive Services

- h. Adult Mentoring
- i. Follow-up Services
- j. Comprehensive Guidance and Counseling Services

**D. Geographical Area(s) to be served by Provider:** Service Provider will provide services to the following geographical area(s):

**E. Youth Enrollment Plan.** All youth to be served must be enrolled by September 30, 2012.

## **V. SERVICE PROVIDER RESPONSIBILITIES**

### **A. Conditions**

1. The Service Provider agrees to the terms and conditions cited under WIA and Department of Labor (DOL) legislation and regulations (<http://wdr.doleta.gov/directives/>).
2. All individuals enrolled by the Service Provider shall meet the WIA Title I Youth eligibility criteria as established and mandated by the WIA and the Youth Council. All in-school youth must be classified academically as high school seniors. Individuals must be San Bernardino County residents (excluding the City of San Bernardino).
3. The Service Provider may enroll more than the number of participants specified in the Contract if there are sufficient contract funds in the Service Provider's budget available to serve additional participants. Over-enrollments require advance approval by WDD Youth Team staff.
4. The Service Provider shall administer the designated Program Elements in accordance with the Youth Program Request for Proposal (RFP) and contract policy as approved by the Youth Council, Local Workforce Investment Board, County Board of Supervisors and WDD.
5. Less than five percent (5%) of enrolled youth may be individuals who do not meet the income criterion for eligible youth. Prior to enrolling five (5%) youth, WDD approval is required. Ref. WIA §129 (c) 5.
6. Participation in the training activities shall be for a reasonable length of time, based on the needs of the participant, and shall be documented in the ISS.
7. Service Provider agrees that subcontractors with responsibility for providing direct services to participants, as well as the Service Provider, will attend conferences, seminars, and/or meetings, as designated by WDD, in order to remain updated on Youth Program developments and policies.
8. Service Provider shall develop, implement, and maintain written program and fiscal procedures covering all aspects of the services provided under its program.
9. Service Provider shall provide an adequate number of qualified staff to operate an effective program for the number of participants enrolled.
10. Qualified teachers must provide basic and remedial education.

### **B. Program Activities / Services. The Service Provider shall:**

1. Conduct the necessary outreach and recruitment activities to ensure full contractual enrollment numbers and establish recruitment processes that will target groups, such as foster care youth, school dropout, pregnant and parenting youth, and offenders.
2. Coordinate determination of eligibility for youth applicants with WDD Youth Team. Assist with collection and submittal of all original eligibility documentation for review and final approval. No youth will be allowed to begin receiving services until the WDD Youth Team has completed eligibility determination.
3. Provide an orientation program to all participants regarding WIA Youth program elements and expectations, grievance procedures, and services and programs available at the WDD Employment Resource Centers.
4. Provide each youth with an objective assessment. Standardized assessment tests will be used for assessment of basic skills, career interests and aptitudes, and work readiness needs. Reasonable

accommodations for individuals with disabilities and/or special needs will be provided to allow for participation in the assessment process. The Service Provider may assess supportive services through individual interviews and/or evaluation tools.

5. Develop an ISS Plan with each youth participant that will reflect and utilize the information obtained from the objective assessment, individual interviews, and other sources of information. The ISS shall identify current and past educational/employment history, primary educational and employment goals, and describe the training activities and appropriate supportive services the youth will receive to achieve those goals. The ISS will be reviewed with the participant on a regular basis and any changes in training activities will be noted on ISS Plan. For In-School Youth, the Service Provider ensures accomplishment of a diploma or equivalent degree.
6. Maintain on file all pre-testing and post-testing documentation, grade reports, test scores, documents showing skills acquired, certificates of completions issued, State certified licenses, credentials, diplomas, etc.
7. Provide at least a minimum of two of the four priority elements: occupational skill training, paid/unpaid work experiences, internships and job shadowing; leadership development opportunities; tutoring, study skills training, and instruction leading to the completion of secondary school including dropout prevention strategies.
8. Provide or have the capability of providing all ten (10) of the required program elements listed in section IV (C) (2) herein. Each youth participant shall receive services covering the elements that have been identified through the objective assessment and listed on the individual's ISS. These elements may be provided one at a time or in any combination.
9. Provide preparation for unsubsidized employment opportunities and facilitate effective connections to intermediaries with strong links to the job market and local and regional employers.
10. Develop a Worksite Agreement (WSA) for all participants enrolled in paid work-based activities. WSAs must be signed by the participant, service provider and the worksite operator. The Service Provider shall maintain on file a copy of the WSA with one (1) copy given to the participant and one (1) copy given to the worksite supervisor.
11. With its linking agencies, monitor and maintain daily attendance. At a minimum, participant's progress must be monitored and documented monthly.
12. At a minimum, from the exit date of the youth from program services, provide applicable follow-up services for twelve (12) months and submit reports at the end of the first (1st), second (2nd), third (3rd), and fourth (4th) quarters. The type of follow-up services provided and the duration of the services will be based upon the needs of the individual. The Service Provider, whenever possible, will meet with the youth to determine what follow-up services are needed. Follow-up services will be completed during the contract period.
13. Ensure that eligible applicants, who do not meet the requirements of the Service Provider's training program, or applicants who cannot be served, are referred to the local Employment Resource Center (ERC) for further assessment.
14. Require all participants to register with the ERC in the immediate area.

**C. Payment of Benefits and Wages**

1. Participants employed in activities authorized under this Contract shall be paid wages which shall not be less than the highest of the following: (a) the minimum wage under Section 6 (a) (1) of the Fair Labor Standard Act of 1938; (b) the minimum wage under the applicable State or local minimum wage law; or (c) the prevailing rates of pay for individuals employed in similar occupations by the same employer.
2. A trainee shall receive no compensation for employment activities in which the trainee fails to participate. Attendance/time sheets must match paid hours.
3. Fringe benefits, which are paid on behalf of participants in Paid Work Experience, shall include, but are not limited to, FICA and Workers' Compensation Insurance Coverage. WIA funds cannot be used for the participant's portion of retirement benefits.

**D. Subcontracts / Linkages**

1. Service Provider agrees not to enter into any sub-agreements for work contemplated under this Contract without first obtaining written approval from WDD. Any subcontractor and/or linking agency shall be subject to the same provisions as the Service Provider. Service Provider shall be fully responsible for the performance of any subcontractor and/or linking agency.
2. Service Provider, using another party to provide services under this Contract, shall document such services with a formalized agreement. The Service Provider shall develop written agreement formats that shall include, but are not limited to, the following requirements:
  - Compliance with the Workforce Investment Act (WIA) and its regulations.
  - Agreement to hold the County harmless as a result of subcontracting.
  - Statement of training and other applicable services to be offered by the subcontractor.
  - Indemnification and Insurance requirements imposed on the subcontractor.
  - Method of payment to subcontractors.
3. Copies of all formalized agreements must be forwarded to the County for approval prior to sub-contract execution. The Service Provider acknowledges the requirements and agrees to furnish such agreements as a condition to receiving payment.
4. The Service Provider shall provide written notification to the County of any default, termination, or findings of disallowed costs under these formalized agreements. This written notification will be submitted within five (5) working days from the date the Service Provider realized the breach of the formalized agreement(s).
5. Service Provider is responsible for monitoring its off-site WIA program activities. Service Provider's staff shall make a written record of their findings and share them with the appropriate WDD staff. Copies of the findings must be available for review by the County. The Service Provider is responsible for developing its own monitoring guide and for documenting visits made by its staff.

**E. Internal Management**

1. By September 30, 2012, the Service Provider is required to have one hundred percent (100%) of contracted youth enrolled. Failure to meet this requirement may result in funds being recaptured in part or in total.
2. The Service Provider will expend Contract funds at an efficient rate to ensure full usage of Contract funds, as indicated in the budget document, for the continuous provision of youth services throughout the term of the Contract. The Service Provider will track expenditures carefully to ensure this requirement is met and to ensure the proper expenditure rate for out-of-school youth is met, if this population is being served.
3. From time-to-time, performance data on participant enrollments and exits will be provided by WDD to the Service Provider. The Service Provider will be responsible for review and validation of the reported information. Any variance in the data must be supported by documentation and submitted to WDD within **ten (10) days of receipt of the report**.

**F. Failure to Perform.** The Service Provider assumes full responsibility for performance of this Contract and any sub agreements executed pursuant to or funded by this Contract, and hereby agrees to indemnify the County for the failure, or non-performance or default of any of its subcontractors. Further, the Service Provider assumes full liability and agrees to reimburse the County for the Service Provider's or any of its subcontractor's failure to comply with any term, condition of the WIA Act, Rules and Regulations, or this Contract.

**G. Non-Duplication of Service**

1. Funds provided under this Contract shall only be used for activities that are in addition to those which would otherwise be available in the service delivery area in the absence of such funds.
2. Funds provided under this Contract shall not be used to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State or local County sources, unless the plan

establishes that alternative services or facilities would be more effective or more likely to achieve performance goals.

3. All education programs for youth, supported with funds provided under Title I shall be consistent with applicable State and local educational standards. In addition, the standards and procedures, with respect to the awarding of academic credit and certifying educational attainment in programs under Title I, shall be consistent with the requirements of applicable State and local laws and regulations.
4. The Service Provider and its respective linking agencies and/or subcontractors must ensure that youth program services are not duplicated.

#### VI. COUNTY RESPONSIBILITIES The County shall:

- A. **WDD Youth Team.** Assign a WDD Youth Team to establish a communication process between the Service Provider and WDD to ensure eligibility determination is in compliance with WIA regulations, which will limit County financial risk.
- B. **Eligibility Determination.** Determine eligibility for all individuals referred or recommended for services under this contract. WDD Youth Team will coordinate with the Service Provider to provide eligibility determination services by reviewing eligibility packets prepared and completed by the Service Provider to ensure all required documentation has been obtained.
- C. **Response.** Provide timely response for participant acceptance or denial into the WIA program so that the Service Provider has the ability to recruit additional eligible youth to meet contractual obligations.
- D. **Cooperation.** Work in partnership with the Service Provider, on a continuous basis, to ensure program participants receive the assistance they need to be successful in their program.
- E. **Quarterly Review.** Review program performance on a quarterly basis, allowing for timely technical assistance and/or other action.
- F. **Information.** Provide workshops, conferences, and/or meetings to inform and update Service Providers regarding program policies and developments.
- G. **Correction.** Implement corrective action plans, which will include deadlines for compliancy.

#### VII. PERFORMANCE REQUIREMENTS

##### A. Program Performance

1. Each Service Provider must operate their respective program to meet the WIA Title I Youth Common Measures of Performance and the Performance Rates that will be negotiated between the State and the LWIB. These measures are described in the RFP.
2. WIA records at WDD shall be used by the County to substantiate the Service Provider's performance. The County shall provide the Service Provider with WIA performance records for data reconciliation.

##### B. Performance Review and Evaluation

1. To ensure effective utilization of WIA funds, the Service Provider's performance shall be reviewed and evaluated by the County on a periodic basis to determine if the performance requirements are being met and whether the budgeted funds are being expended according to the terms of this Contract. Based on the outcomes of the review, the amount of funds originally provided to the Service Provider may be altered as follows, or the County may simply terminate the Contract in accordance with the terms of this Contract:
  - a. **De-obligation:** The County may de-obligate funds, in part or in full, when the County determines in its sole and absolute discretion that the review indicates that funds were over-allocated, based upon the projected performance to be achieved by the Service Provider, or under-expended in program costs, or the Service Provider is not able to fully expend the total funds within the term of the Contract.
  - b. **Re-obligation:** The County may add funds into the Contract when the County determines in its sole and absolute discretion that the review indicates the Service Provider may exceed the performance requirements, and where the expenses, as a result of the over achievement,

may exceed the amount originally allocated; however, an amendment to the Contract to add funds is subject to the availability of WIA funds received by the County.

2. The Service Provider shall agree and comply with the review and evaluation above.

**C. Correction of Performance Deficiencies and Termination**

1. If County determines in its sole and absolute discretion that the Service Provider has failed to comply with any of the provisions, covenants, requirements, or conditions of this Contract the County may immediately terminate this Contract as provided in Section II, or in its sole and absolute discretion, the County may:
  - a. Afford Service Provider a time period within which to cure the breach. This period shall be established at the sole discretion of WDD; and/or,
  - b. Discontinue reimbursement to Service Provider for and during the period in which Service Provider is in breach. The Service Provider shall not be entitled to later recovery; and/or,
  - c. Withhold funds during the duration of the breach; and/or,
  - d. Offset against any monies billed by the Service Provider, but yet unpaid by the County, those monies disallowed; and/or,
  - e. Impose liquidated damages, in increments of \$5,000, which will reduce the total reimbursable amount of the Contract by the amount(s) levied and not claimable by Service Provider. This remedy shall only be used when reasonable efforts to correct a performance or violation deficiency have failed to correct the problem, or in circumstances of unacceptable or negligent performance of Service Provider as determined by County. There is no limit to the number of adjustments the County may levy.
2. The County's decision to exercise one or more of the options set forth in this section shall in no manner restrict, modify, or otherwise alter the right of the County to terminate this Contract in accordance with Section II.
3. County shall give Service Provider notice of any action pursuant to this subdivision, but such notice shall not be a pre-requisite of the County's right to take action pursuant to this section.

**VIII. COMPLAINT AND GRIEVANCE PROCEDURES**

- A. Procedure.** The Service Provider shall develop and maintain procedures to be used for resolving complaints that the Service Provider receives regarding terms and conditions of the participant's training or other applicable services and/or complaints/grievances arising in connection with WDD programs and activities. A minimum of two staff will be required to be involved with the complaints and grievance process. The procedures must include these steps:

<b>Action:</b>	<b>Timetable for Resolution:</b>
1. Complaint/grievance identified verbally and discussed by participants with:  Program Supervisor	Within ninety (90) days of the day the action or decision occurred. The Supervisor will make contact within 3 business days to discuss complaint. If not resolved, go to next step.
2. Complaint/grievance identified in writing and discussed with:  Program Director	Within seven (7) business days of the day complaint discussed with Program Supervisor. If not resolved, go to next step.
3. Meeting on grievance: complainant, witnesses, Service Provider staff and WDD Contract Analyst to resolve grievance.	Program Director will set meeting within twenty-five (25) business days of the day complaint discussed with Program Supervisor. If not resolved, go to next step.
4. Complete a <i>WDD 181C Program Complaint</i>	Must be received by WDD Equal Opportunity Officer within one (1) year of the alleged WIA

Action:	Timetable for Resolution:
and Grievance Request for Hearing form: Program Participant	violation.

- B. **Complaint.** The Service Provider shall provide each participant with a copy of its internal Participant Complaint and Grievance Procedures upon enrollment into the program. The Service Provider shall maintain, on file, a copy signed by the participant, with the second signed copy given to the participant.
- C. **Retaliation.** The Service Provider shall not discriminate or retaliate against any person, or deny to any person a benefit because such person has filed any complaint, instituted or caused to be instituted any proceeding, has testified, or is about to testify in any investigation, or has provided information or assisted in any investigation.
- D. **Equal Opportunities.** All Discrimination Complaints will be handled as provided for in Section XII.
- E. **Termination Rights.** Nothing in this Section VIII shall restrict, modify, or otherwise alter the right of the County to terminate this Contract as provided in Section II.

**IX. FISCAL PROVISIONS**

**A. Cost Allocation Plan and Methodology.** The Service Provider shall submit to WDD for approval a Cost Allocation Plan for cost reimbursement contracts. The plan will explain the allocation method used to distribute allowable direct and indirect costs. Such a plan will describe the method for the distribution of Allowable Costs to the benefiting/funded program(s) and cost categories using reasonable and equitable distribution methods to ensure each funding source is fairly charged. The Plan will include the process for distributing costs that benefit more than one final cost objective, and insure that costs are equitably distributed to all benefiting activities.

**B. Service Provider's Accounting Systems**

1. Service Provider warrants that it has adopted and will make available internal management systems policy and/or procedure manuals.
2. Service Provider's financial and accounting system will reflect standard accounting practices and shall include records of expenditures, claims for reimbursements, cash payment, check deposits, and evidence of reconciliation with WDD records. Financial and accounting records shall be maintained in a ready condition for fiscal review, monitoring and audits, etc.
3. The Service Provider shall establish an internal control structure and fund accounting procedures as required by State, Federal, or local regulations, as deemed necessary, to assure proper disbursements of, and accounting for, funds paid to the Service Provider under WIA.

**C. Compensation**

1. Funding of this Contract is subject to continuing availability of WIA funds provided to the County during the contract period. The County will inform the Service Provider of any limitation of the availability of funds. The County also reserves the right to renegotiate any awarded contract amount(s).
2. The compensation to be paid to the Service Provider, as provided herein, shall be payment in full for all the Service Provider's services and expenses incurred in the performance hereof, including travel and per diem, as appropriate.
3. Funding of this contract is based upon Service Provider's ability to seek and secure, from other sources, supplemental funding that is equal to or greater than thirty-five percent (35%) of the total contract awarded (WIA funds). Of this supplemental funding, cash must be equal to or greater than fifteen percent (15%) of the contract awarded; the remainder may be from in-kind services/contributions. The distribution of this supplemental funding must be documented on the "Leveraged Resource" form. These funds must be allocated to offset WIA program costs and documented in the program year budget. The service provider will report on the monthly reimbursement claims when the leveraged funds are received and used.

4. The Service Provider shall be paid on a Cost-Reimbursement basis for allowable, reasonable and budgeted expenses under the terms and conditions of this Contract. The Service Provider shall invoice the County on a monthly basis for expenditures actually incurred during the previous month(s). **Administrative Costs are limited to ten percent (10%) of the total invoiced expenditures.**
5. The claim for reimbursement is to be submitted on an approved format provided by WDD no later than ten (10) calendar days following the month of service. Reimbursement claims shall include supporting documentation for each expense classification, such as copies of payroll records, billing invoices or receipts for costs incurred. Cost allocation (percentage) on all supporting documents should be clearly marked. The Service Provider shall submit a claim for reimbursement to:  

County of San Bernardino  
Department of Workforce Development – Fiscal / WIA  
215 North D St, Suite 301  
San Bernardino CA 92415-0041
6. Payment shall be issued no later than forty-five (45) calendar days, after receipt by WDD Fiscal of the Service Provider's claim for reimbursement, if feasible, and provided Service Provider's claim is correct.
7. Service Provider shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Service Provider's designated checking or other bank account. Service Provider shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

#### D. Advance Payments

1. The County may, at its sole discretion, approve an advance payment, up to a maximum of fifty percent (50%) of the Contract budget. Advance payment will only be approved for startup costs based upon the anticipated expenditures and cash flow needs of Service Provider. All advances will be repaid to the County within the contract period. Advance payments are considered earned payments, unless an overpayment, monitoring finding, or audit makes repayment necessary.
2. Funds advanced shall be expended only in direct support of this Contract.
3. Release of advance funds and repayment are **executed** according to procedural rules adopted by WDD.

#### E. Stop Payments

1. Payments under this Contract may be suspended or terminated if grant funds to the County are suspended or terminated, or if the Service Provider refuses to accept additional conditions imposed on it by the Department of Labor, the State, or the County. In the event of such suspension or termination, the Service Provider will be paid, up to the date of suspension or termination, for any amount that is properly incurred by the Service Provider as a result of performance of this Contract.
2. WDD has the authority to withhold payments under this Contract, pending a final determination by the County, of questioned costs and/or expenditures or indebtedness to the County arising from past or present contracts between the County and the Service Provider.

#### F. Purchase of Fixed Assets, Equipment and Property

1. The purchase, lease, or lease to purchase of fixed assets, equipment or property using funds provided by WIA and costing more than \$500, requires advance approval by WDD. Request to purchase, lease, or lease to purchase said equipment must follow the procedural rules adopted by WDD.
2. Any property, equipment, assets furnished to a Service Provider by the County and/or purchased by a Service Provider with funds from WIA must be used in connection with, and/or support of, WIA training programs. Service Provider will be responsible for inventory and maintenance of said equipment.
3. Any property, equipment, or assets furnished to the Service Provider by the County and/or purchased by a Service Provider with funds from WIA shall remain the property of the State of California/County

of San Bernardino regardless of whether this Contract is terminated by any party. Within ninety (90) days of Contract termination or expiration, the Service Provider shall return such property, equipment or assets to the County in a reasonable and expeditious manner, and execute any documents required by the County to ensure the County takes free and clear title to such property, equipment or assets.

#### G. Program Income

1. Program income is defined as income received by the Service Provider directly generated by a grant or sub grant support activities, or earned only as a result of the grant or sub grant.
2. Such income includes income from fees for services performed, conferences, use or rental of real or personal property acquired with grant/sub grant funds, sale of property or sale of commodities, or items fabricated under a grant/sub grant, from revenues earned by governmental/public or private non profit agencies in excess of the actual costs incurred in providing the services and from interest earned on advance of grant/sub grant funds, etc.
3. The Service Provider may retain any program income earned only if such income is added to the funds committed to the WIA grant and used for WIA purposes, and under the terms and conditions applicable to the use of the grant. The Service Provider, receiving funds under WIA, shall maintain records sufficient to determine the amount of income received, and the purpose for which such income is utilized.

#### H. Auditing Requirements

1. When required by the Act and its Regulations, Service Provider will hire a licensed Certified Public Accountant (CPA), who shall prepare and file with the County, a certified audit of related expenditures. Audits shall be performed annually in accordance with Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Government Accounting Standards (GAGAS). In addition to the requirements of GAAP/GAGAS, the auditor will determine whether the Service Provider has complied with laws, regulations, and the provisions of the Contract.
  2. Service Providers who fall under the revised audit requirements of OMB Circular A-133 and have expenditures of five hundred thousand dollars (\$500,000) or more in Federal funds in any one fiscal year ending prior to December 31, 2003, must procure a single audit. Title 29 CFR Sections 95.26 and 97.26 require each entity receiving funds under the WIA to comply with Title 31 United States Code (USC) Chapter 75
  3. As a condition of receiving WIA funds, the independent auditor or monitor of the LWIA and the Employment Development Department (EDD) auditors, investigators, monitors and their representatives shall, at all times during the period that the grant is in force, and for a period of four years thereafter, have access to all related records and financial statements and to individuals with knowledge of the records and financial statements as may be necessary to ensure compliance with the WIA statute, regulations and directives.
  4. The Service Provider will be responsible for providing the County with information that will assist the County in determining if the Service Provider has met its audit requirements. This responsibility may include, but is not limited to, providing the County with a copy of the Service Provider's Annual Audit Report.
  5. The County is not responsible for arranging or paying for audits outside the Contract. The responsibility for audits will be that of the Service Provider.
  6. The County will be notified by the auditors/monitors performing audits of any incidents of fraud, misuse of funds, abuse, or other criminal activity in relation to this Contract, the Act or its Regulations.
  7. The Service Provider acknowledges that the County of San Bernardino may not contract with any organization, which is not in compliance with these requirements, and/or payment to the Service Provider may be withheld if the Service Provider fails to comply with the request.
- I. **Year-End / End of Contract Report.** Within forty five (45) days following the termination of this Contract, the Service Provider shall submit the Year-End/End of Contract Financial Closeout and all final claims for funds under this Contract. It must accurately reflect all actual costs during the term of this Contract. In the event the Service Provider does not submit the closeout within the prescribed time limits, the County reserves the right to

unilaterally prepare and finalize the financial report, using the latest paid invoices and WDD payment records. All excess payments paid to the Service Provider, but not expended, shall be returned to the County as a result of the Year-End/End of Contract Financial Closeout Report.

#### **J. Additional Requirements**

1. The Service Provider shall assure that funds provided by this Contract must be used exclusively for activities authorized under this Title I Program. Commingling and/or diverting funds to support the activities of other programs is NOT authorized. Documentation supporting expenditures should be readily available at all times for audit and monitoring purposes.
2. For cash management, the Service Provider shall not be required to maintain a separate bank account for this training program, but shall separately maintain an account for Federal funds (including WIA) on deposit in a bank insured by Federal Deposit Insurance Corporation (FDIC).
3. The Service Provider shall not incur expenditures prior to the commencement date or after the termination date of this Contract. In addition, at the expiration of this Contract or upon termination prior to the expiration, funds not obligated or expended shall revert to the County.
4. The Service Provider shall be responsible for any funds expended on participants who were found ineligible for WIA services or found in violation of rules, regulations, grant, or Contract.
5. The County reserves the right to negotiate the percentage of the total contract amount directly expended on youth.

#### **K. Use of ARRA Funds and Requirements**

This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C.31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Contractor must contact the County with any questions regarding registration requirements.

#### **L. Schedule of Expenditure of Federal Awards**

In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards

(SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Contractor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

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

#### Whistleblower Protection

Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-Federal contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to the implementation or use of recovery funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds.

*Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA.*

#### **M. RESERVED**

#### **N. IRAN CONTRACTING ACT OF 2010**

In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

#### X. PELL GRANTS AND OTHER EDUCATIONAL ASSISTANCE FUNDS

- A. **Supplemental Funding.** WIA funds should be used to supplement, not supplant, training resources available through Educational Assistance Programs (Title IV). Both WIA funds and Educational Assistance funds may be used to pay costs for the same participant, as long as the Service Provider can demonstrate that WIA funds did not duplicate payments from other sources. This paragraph applies to all Federal and State educational assistance grants that may include, but are not limited to, Pell Grant, SEOG, Cal Grant A, B, C, etc. The Service Provider further agrees to reduce the training costs by the amount of financial aid or grant received by the Service Provider on behalf of the participant.
- B. **Notification.** When grant monies have been awarded to a participant, prior to disbursement, the Service Provider agrees to contact WDD and advise of the award amount. An agreement shall be reached among the participant, the educational institution, and WDD, which indicate how the award monies shall be used.
- C. **Spending Priorities.** Title IV funds should be used first for tuition/training costs. If there are remaining monies, then the remaining monies can be used for supportive services, books, materials, fees, etc.
- D. **Individual Service Strategy.** The Individual Service Strategy (ISS) shall reflect WDD's arrangement with the educational institution, the participants' training-related financial assistance needs, and the mix of WIA and financial aid assistance, if applicable.
- E. **Additional Information.** For more details on the use of Educational Assistance (Title IV) funds, which are not described in this paragraph, the Service Provider should consult WDD or refer to Field Memo 98-26, dated March 13, 1998, for guidance.

#### XI. INDEMNIFICATION AND INSURANCE REQUIREMENTS

- A. **Indemnification.** The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
- B. **Additional Insured.** All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insured's with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
- C. **Waiver of Subrogation Rights.** The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
- D. **Policies Primary and Non-Contributory.** All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- E. **Severability of Interests.** The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

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

Original certificates of insurance and other proof of coverage should be sent to:

The County of San Bernardino  
 c/o Periculum Services Group  
 P.O. Box 257, Dept. 87-Z295142  
 Portland, MI 48875  
 Or FAX: (517) 647-7900

Prior to start of Contract, a copy of above certificates of insurance should be sent to:

County of San Bernardino  
 Department of Workforce Development  
 Finance and Contract Unit  
 215 North D St., Suite 301  
 San Bernardino, CA 92415-0046

- G. Acceptability of Insurance Carrier.** Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
- H. Deductibles and Self-Insured Retention.** Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- I. Failure to Procure Coverage.** In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
- J. Insurance Review**
1. Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.
  2. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.
  3. Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.
- K. Insurance Specifications** The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract

services. Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

1. **Workers' Compensation/Employers Liability.**
  - a. A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.
  - b. If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.
  - c. With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.
2. **Commercial/General Liability Insurance.** The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
  - a. Premises operations and mobile equipment.
  - b. Products and completed operations.
  - c. Broad form property damage (including completed operations).
  - d. Explosion, collapse and underground hazards.
  - e. Personal injury
  - f. Contractual liability.
  - g. \$2,000,000 general aggregate limit.
3. **Automobile Liability Insurance.** Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
4. **Umbrella Liability Insurance.** An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

## XII. EQUAL OPPORTUNITY REQUIREMENTS

- A. **Requirements.** Service Provider agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246 (as amended by Executive Orders 11375, 11625, 12138, 12432, and 12250); Title VII of the Civil Rights Act of 1964; the California Fair Employment and Housing Act; and other applicable Federal, state and County laws, regulations and policies, including laws and regulations hereafter enacted. In addition to the above laws, all Service Providers who receive WIA funding must comply fully with the nondiscrimination and equal opportunity provisions of the following laws: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; Section 188 of the Workforce Investment Act of 1998; Title 29, CFR Part 37; and all other regulations implementing the laws listed above.

- B. Compliance.** Service Providers shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or belief, or disability. The Equal Opportunity is the Law notice, which explains the nondiscrimination and equal opportunity provisions of WIA, shall be provided to each participant. All complaints that allege discrimination on the bases listed above will be referred to the WDD Equal Opportunity Officer for action.

### XIII. GENERAL PROVISIONS

- A. Verbal Modification.** No verbal commitment or conversation with any officer, agent, or employee of either party shall affect or modify any of the terms and conditions of this contract.
- B. Advertisement.** The Service Provider shall obtain permission, in writing, from the County prior to publication of any advertisement of its program that reflects its relationship to/w/with WDD, the US Department of Labor, State of California or the County.
- C. Influencing.** The Service Provider agrees that it will not perform any religious proselytizing activities in connection with performance of this Contract. Service Provider will ensure no staff will conduct activity intended to influence legislation, administrative rule making or the election of candidates for public office during the time compensated under this Contract or under representation such activity is being performed under this contract.
- D. Fees.** No person or organization may charge an individual a fee for the placement or referral of such individual in a training program under the Act.
- E. Internal Controls.** The Service Provider shall establish and implement appropriate internal program controls and management procedures to prevent fraud, abuse and criminal activity. The Service Provider shall also establish a reporting process to insure that the County is notified immediately of any allegation of program-related fraud, abuse or criminal activity.
- F. Copies.** In the event the Service Provider ceases to provide services, copies of all records (including participant records) relating to the projects or activities that are the subject of this contract shall be furnished to the County.

### XIV. RIGHT TO MONITOR AND AUDIT

- A. Audit.** The U.S. Department of Labor, the State of California including the Auditor General, or any subdivision or appointee thereof, and the County or any subdivision or appointee thereof, reserve the right to review and audit the Service Provider's program at any time, as deemed necessary, before, during, and/or after the period of this contract. They shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Service Provider in the delivery of services provided under this contract.
- B. Monitor.** The County will monitor and visit, announced or unannounced, the Service Provider's program, including visits to all locations, offices and training sites at any time during normal business hours. The monitoring shall be conducted in accordance with WDD Administrative Manual, dated August 31, 2005, and the WDD Procedures for Subrecipient Monitoring. The monitoring activities become part of the Contract requirements.
- C. Cooperation.** Service Provider shall cooperate with the County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by the County, State and Federal Government.

### XV. ADDITIONAL REQUIREMENTS

- A. Service Provider's Management Systems.** The Service Provider will develop and make available to the County policy manuals or procedures, which include, but are not limited, to outreach, recruitment, eligibility verification and determination, orientation, assessment and individual service strategy plan (ISS), ten elements and supportive service(s) implementation counseling services, documentation of skills acquisition, deficiencies/proficiencies in training, pre- and post-testing policy, completion of training, license/certificate/credentials, job placement, verification of job placement, other terminations, post-program follow-up and WIA automation forms.

**B. Availability of Records**

1. All records pertaining to service delivery and all fiscal, statistical, and management books and records shall be available for examination and audit by County, Federal, and State representatives. Program data shall be retained locally and made available upon request or turned over to the County. If said records are not made available at the scheduled monitoring visit Service Provider may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed fifty dollars (\$50) per hour (including travel time) and be deducted from the following month's claim for reimbursement.
2. Records of the Service Provider that do not pertain to the program shall not be subject to audit unless provided for in another agreement.
3. Service Provider shall provide all reasonable facilities and assistance for the safety and convenience of County's representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as to not unduly delay the work of the Service Provider.

**C. Maintenance of Records**

1. Records, in their original form, shall be maintained on file to comply with requirements prescribed by WIA and/or the County with respect to all matters covered by this Contract. Such records shall be retained for a period of three (3) years after termination of this Contract, and/or until all other pending matters are completed. "Pending Matters" include, but are not limited to, audit, litigation, investigation, or other actions involving records. If this is the case, the Service Provider will retain the records until the resolution of such audit or litigation is completed.
2. Participant records to be maintained by the Service Provider shall include, but are not limited, to the following documents: orientation/case notes and training evaluations, complaint and grievance procedures, school policies, training information and schedules, eligibility documentation; objective assessment results, individual services strategy (ISS), WIA-required forms, work experience or OJT agreement (if applicable), supportive service(s) pre- and post-test results, certificate(s) of completion, State certified license, certificate, credential, diploma, employer's verification of employment, documents related to program performance and follow-up services provided, certification of employment with employer-assisted benefits, timecards, payroll register, other papers, etc.

**D. Conditions of Employment or Training**

1. Conditions of employment or training shall be appropriate and reasonable in light of such factors as the type of work, geographical region, and proficiency of the participant.
2. The Service Provider shall comply with the Labor Code of California, the Child Labor Laws in California, the Child Labor Standards Act, Assembly Bill 1900 - Employment of Minors, and all other regulations with respect to employment, wages, hours of labor, and industrial safety, if applicable.
3. Health, safety, and fire clearance standards established under State, Federal, and local law, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of participants. With respect to any participant in a program conducted under this Contract who is engaged in activities which are not covered by health and safety standards under Occupational Safety and Health Act of 1970, the Service Provider shall prescribe, by regulation, such standards as may be necessary to protect the health and safety of such participants.
4. No program under the Act shall impair (1) existing contracts for services, or (2) existing collective bargaining contracts, unless the employer and the labor organization concur, in writing, with respect to any elements of the proposed activities that affect such Contract.
5. No participant shall be employed or job opening filled (1) when any other individual is on layoff from the same or any substantially-equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy created by hiring a participant whose wages are subsidized under the Act.
6. The Contract will not result in the displacement of currently employed workers, including partial displacement, such as reduction in the hours of non-overtime work, wages or employment benefits. The Service Provider will assure that no jobs shall be created in a promotional line that will infringe, in any way, upon the promotional opportunities of currently employed individuals.

**E. Prohibition of Activities**

1. The Service Provider will assure that no funds under this Contract shall be used to assist, promote, or deter union organizing activities.
2. No funds provided under this Act shall be used or proposed for use to encourage or induce the relocation of an establishment, or part thereof, which results in a loss of employment for any employee of such establishment at the original location.
3. None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for, or to promote, any partisan or non-partisan political activity, or to support or defeat any pending legislation or administrative legislation.
4. The Service Provider is prohibited from using funds under this Contract for the purpose of instituting legal proceedings or legal disputes against the County or its official representatives.

**F. Patents, Inventions and Copyrights.** If any project produces patentable items, patent rights, and/or discovery or inventions in the course of work under a Federal grant or agreement, the Service Provider shall report the fact promptly and fully to the County. The County, or the State, or the DOL representative shall determine how the rights on the invention or discovery, including licensing, reproduction, publishing, utilization and royalty will be administered in order to protect the public interest consistent with the government policy. The County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract, including those covered by copyright. The County reserves the right to authorize others to use or reproduce such material.

**G. Disallowed Costs.** If the County determines in its sole and absolute discretion, through monitoring, audit, investigation, or review of fiscal records, that any disbursements made under this Contract are disallowed costs, the Service Provider shall be notified and given the opportunity to justify the questioned costs prior to the County's final determination of disallowed costs. If the County, in its sole and absolute discretion, determines that the costs are disallowed, reimbursement to the County of said amounts must be made within forty-five (45) days after official notification from the County. If said reimbursement is not made within the stated time, the County may withhold said amount from non-Federal funds that may be due or become due to the Service Provider. The resolution shall be executed in accordance with the Department's Procedures on Audit Resolution (Rev. 2) of September 16, 1991.

**H. Independent Capacity.** In the performance of the Contract, Service Provider, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County.

**I. Service Provider Primary Contact.** The Service Provider will designate an individual to serve as the primary point of contact for this Contract. Service Provider shall notify WDD when there is a change in the primary point of contact. Service Provider or designee must respond to County inquiries within two (2) County business days.

**J. Change of Address.** Service Provider shall notify the County, in writing, within ten (10) business days of any change in mailing address.

**K. Contract Assignability.** Without the prior written consent of the County, the Service Provider is prohibited from assigning or transferring the proprietorship of this contract to any other party either in whole or part.

**L. Contract Amendments, Extensions and Waivers.** Service Provider agrees that any alterations, variations, modifications, or waivers of provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original of the Contract, and approved by the required persons and organizations. WDD retains the option to amend the Contract, as necessary, in accordance with requirements contained in any future Federal or State legislation, regulations, or policy. Subject to availability of continuing funding and to the Service Provider's meeting all performance and administrative requirements, the contract may be extended for an additional year. No waiver of any provision of this Contract shall be deemed, for any purpose, to be a waiver of any other provisions, or to be a continuing or subsequent waiver of the same provision.

**M. Lawsuits.** Service Provider understands and agrees that any and all legal fees or costs associated with lawsuits against the County concerning this Contract shall be the Service Provider's sole expense and shall not be charged as a cost under this Contract. In the event of any contract dispute hereunder, each party to

this contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

- N. Conflict of Interest.** Service Provider shall comply with the Conflict of Interest provisions of Part I, Section L of the RFP.
- O. Nepotism.** No individual, related by blood, adoption or marriage to any Service Provider executive, person in an administrative capacity, employee or volunteer, shall be allowed to enroll for services or training provided by the Service Provider.
- P. Confidentiality**
1. Service Provider shall require its officers, agents, employees, volunteers and any sub-Service Provider to comply with the provisions of WIA Section 136 (f)(3) and Section 444 of the General Education Provisions Act (20 U.S.C. 1232g) to assure that education records (or personally identifiable information contained therein) will be confidential and will not be open to examination for any person not directly connected with the administration, performance, compliance, monitoring or auditing of the services provided pursuant to this contract.
  2. No person will publish or disclose, or use or permit, or cause to be published or disclosed or used, any confidential information pertaining to any applicant or recipient of services under this Contract.
  3. Service Provider agrees to inform all sub-Service Providers, consultants, employees, agents and partners of the above provisions, and that any person knowingly and/or intentionally violating the provisions of this article is guilty of a misdemeanor.
- Q. Compliance with Laws and Regulations**
- The Service Provider warrants and certifies that, in the performance of this Contract, it shall comply with all applicable laws, rules and regulations of the United States, the State of California, and the County of San Bernardino. The Service Provider further warrants and certifies that it shall comply with any new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.
- R. Environmental Regulations**
1. **EPA Regulations.** If the amount awarded to Service Provider under the Contract exceeds one hundred thousand dollars (\$100,000), Service Provider agrees to comply with Section 306 of the Clean Air Act (42 USC 1857 h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).
  2. **State Energy Conservation Clause.** Service Provider shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 204, Division 2, Chapter 4, California Code of Regulations).
- S. Recycling.** Service Provider shall use recycled products, whenever practicable, in fulfilling the terms of the Contract. Recycled printed products shall include a symbol identifying the recycled material.
- T. Notification.** In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract, notification will be made within one (1) business day, in writing, and by telephone.
- U. Report on Fraud and Abuse.** The Service Provider shall establish and implement appropriate internal management procedures to prevent fraud, abuse and criminal activity. Further, the Service Provider shall establish a reporting process to ensure that the County is notified immediately of any allegation of WIA-related fraud, abuse or criminal activity, or any suspected or proven fraud, abuse or criminal acts committed by staff or participants. If the allegation is of an emergency and/or fiscal nature, it shall be reported to the County by telephone and, immediately thereafter, a written report shall be submitted. Proof of such report will be maintained in the Service Provider's file. Report on fraud and abuse shall be executed in accordance with WDD Administrative Services Manual, September 22, 2006. In addition, theft or embezzlement from employment and training funds under WIA shall be subject to a fine or imprisonment, pursuant to §665 of Title 18, United States Code.

XVI. CONCLUSION. This Contract is the full and complete document describing services to be rendered by Service Provider to the County, including all covenants, conditions, and benefits. The signatures of the parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.///

COUNTY OF SAN BERNARDINO

\_\_\_\_\_  
(Print or type name of corporation, company, contractor, etc.)

▶ \_\_\_\_\_  
Josie Gonzales, Chair, Board of Supervisors

By ▶ \_\_\_\_\_  
(Authorized signature - sign in blue ink)

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

Name \_\_\_\_\_  
(Print or type name of person signing contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch  
Clerk of the Board of Supervisors  
of the County of San Bernardino

Title \_\_\_\_\_  
(Print or Type)

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

By \_\_\_\_\_  
Deputy

Address \_\_\_\_\_  
\_\_\_\_\_

Approved as to Legal Form  
▶ \_\_\_\_\_  
County Counsel  
Date \_\_\_\_\_

Reviewed by Contract Compliance  
▶ \_\_\_\_\_  
Date \_\_\_\_\_

Presented to BOS for Signature  
▶ \_\_\_\_\_  
Department Head  
Date \_\_\_\_\_

**SAMPLE**

**FORMALIZED AGREEMENT / MEMORANDUM OF UNDERSTANDING  
BETWEEN  
(Lead Agency name)  
and  
(Linking Agency / Subcontractor)**

Both parties mutually agree to the following provisions, conditions and covenants.

**I. TERM OF AGREEMENT**

- The term of the agreement shall be from \_\_\_\_\_ through \_\_\_\_\_ unless terminated pursuant to Section VI.
- Subsequent services shall be authorized by a written extension signed by authorized agents of both *Lead Agency and Linking Agency/Subcontractor names*.

**II. Linking Agency / Subcontractor RESPONSIBILITIES**

- *Linking Agency name* will provide Adult Mentoring and Leadership Development Services to forty (40) eligible youth who are enrolled in *Lead Agency name* youth program. Hours of training will be Mondays and Wednesdays from 8:00am to 10:00am and 4:00pm to 6:00pm.
- *Linking Agency name* will provide monthly participant progress reports to *Lead Agency name* by the tenth of each month.
- *Linking Agency name* shall provide cooperation in any WIA Youth Program monitoring conducted by *Lead Agency name*, Department of Workforce Development, County of San Bernardino, State or Federal agencies.
- *Linking Agency name* agrees to hold the County of San Bernardino and its authorized agents harmless as a result of linking and/or subcontracting with *Lead Agency name*.

**III. LEAD AGENCY RESPONSIBILITIES**

- Refer eligible youth participants to *Linking Agency name* for adult mentoring and leadership development activities.
- Provide technical assistance to *Linking Agency name* regarding WIA program implementation.
- *Lead Agency name* will monitor work performed under this Formalized Agreement, which relates to WIA Youth participants on a weekly/monthly basis to determine if program objectives are being met. *Lead Agency name* will make a written record of any findings and will share this information with the appropriate agency staff.

**IV. JOINT RESPONSIBILITIES**

- *Lead Agency and Linking Agency name* agree to protect and maintain confidentiality of all clients as specified in the provisions of WIA Section 146 (f) 3 and Section 10850 of the Welfare and Institutions (W&I) Code and Division 19-000 of the Department of Social Services Manual of Policies and Procedures.
- *Lead Agency and Linking Agency name* shall not discriminate against any clients on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability.
- *Lead Agency and Linking Agency name* will comply with the Workforce Investment Act and its regulations. Reference 20 CFR Part 652, et al. Workforce Investment Act; Interim Final Rules.
- *Lead Agency and Linking Agency name* agree to retain all WIA records in their original form for a period of three (3) years after the termination of this Formalized Agreement MOU or any other pending matters or actions concerning the records.
- Provide excellent customer service to all enrolled youth participants.

**V. FISCAL PROVISIONS**

- *Linking Agency name* will receive a flat fee of \$\_\_\_\_\_ for each youth served.
- Compensation for Adult Mentoring and Leadership Development Services/ Activities will not exceed \_\_\_\_\_dollars \$\_\_\_\_\_for the term of this agreement.
- *Linking Agency name* has agreed to provide these services in-kind.
- *Linking Agency name* shall request payments by the fifteen of each month. Payment requests should be sent to the following address:

*Lead Agency Name*

*Lead Agency Address*

**VI. GENERAL TERMS AND CONDITIONS**

**INSURANCE REQUIREMENTS**

- *Lead Agency and Linking Agency name* agree to provide Workers' Compensation for their own employees who may provide services under this Formalized Agreement.
- *Linking Agency name* must comply with the same Indemnification and Insurance requirements that are imposed on *Lead Agency name*.

**AMENDMENTS**

- This Formalized Agreement may be amended by written mutual consent of both parties.
- Either party may terminate this Formalized Agreement upon \_\_\_\_\_days' written notice.

This Formalized Agreement consists of \_\_\_ pages and is the full and complete document describing services to be rendered by *Linking Agency* to *Lead Agency*.

Authorized Agent: (Lead Agency Name)

Authorized Agent: (Linking Agency Name)

By: \_\_\_\_\_  
Name

By: \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

## PROPOSAL COVER SHEET

<b>(1) Agency/Institution Submitting Proposal</b>	
<b>(2) Project Title</b>	
<b>(3) Project Director</b> (Name, Title, Address, Telephone, Fax, e-mail)	<b>(4) Site Coordinator</b> (Name, Title, Address, Telephone, Fax, e-mail) <b>Grant Period</b>
<b>(5) Financial Officer</b> (Name, Title, Address, Telephone)	<b>(6) Program Period</b>
	<b>(7) Amount of Funds Requested</b>
	<b>(8) Official Authorized to Sign for Proposal / Contractor</b>
	<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Signature</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Title</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px; text-align: right;">Date</div>

### **Proof of Authority from Governing Board**

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

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

### **Acceptance of County Contract Form**

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

### **Certification of Authority**

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

LETTER OF AUTHORIZATION (FORMAT)

Date

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

SUBJECT: LETTER OF AUTHORIZATION

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

- 1. In submitting this proposal in response to the Workforce Investment Act (WIA) Youth Program Title I Request for Proposal (RFP), I certify that the information presented is true and accurate. Business/Agency/Organization agrees to provide additional information regarding administrative, financial, and legal status if deemed necessary by the Department of Workforce Development (WDD).
2. Business/Agency/Organization will permit official representatives of WDD access to its facilities, staff, and records in conducting a pre-award survey in connection with this proposal.
3. Business/Agency/Organization hereby authorizes WDD to contact any or all of the references and funding or information sources named herein in order to verify credit, funding, accreditation, performance, and other information deemed necessary for review of this proposal.
4. Business/Agency/Organization will provide the product(s) and/or service(s) as described in this proposal at the price stipulated in this proposal from July 1, 2012 to June 30, 2014. The price(s) contained herein is the same charged to all other individuals or organizations contracted for and/or receiving the same product(s) and/or service(s). All material facts presented in this proposal shall be binding and included as part of the contract if this proposal is selected and the contract awarded.
5. The offer presented in this proposal is firm and binding for 120 days from the date listed above.
6. All aspects of this proposal, including costs, have been determined independently, without consultation with any other prospective proposer or competitor for the purpose of restricting competition.
7. Business/Agency/Organization will, if selected and awarded a contract, comply with all applicable rules, laws, and regulations, and the terms of the contract.
8. I, the undersigned, under penalty of perjury, am an agent authorized to submit proposals on behalf of Business/Agency/Organization.

Signature of Authorized Official

Print Name

Official Title

**SERVICE PROVIDER INFORMATION SUMMARY**

Legal name of business, organization, or agency: \_\_\_\_\_

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

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

City, State, Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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

Type of Legal Entity:  Corporation  Sole Proprietorship  
 Partnership  Other: \_\_\_\_\_

Federal ID#: \_\_\_\_\_ State ID#: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Contact Person Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

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

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

## CONTRACTING EXPERIENCE

**A. Current contracts in effect:**

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

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

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

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

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

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

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

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

## STATEMENT OF PROPOSER'S EXPERIENCE (Format)

Date

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

SUBJECT: STATEMENT OF EXPERIENCE

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

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

---

*Signature of Authorized Official*

---

*Print Name*

---

*Official Title*

## LINKAGES

Name of Agency	Program Element(s)

**Program Elements Legend:**

1. Academic Enhancement Skills [basic and remedial education] (AES)
2. Alternative Secondary School Services (AS)
3. Summer Opportunities (SOO)
4. Paid and Unpaid Work Experience (WE)
5. Occupational Skills Training (OST)
6. Leadership Development Opportunities (LDO)
7. Supportive Services (SS)
8. Adult Mentoring (AM)
9. Follow-up Services (FUS)
10. Comprehensive Guidance and Counseling (CGS)

**TOTAL BUDGET REQUEST**

**Contractor**

**Name:** \_\_\_\_\_

Proposed Contract Amount: \_\_\_\_\_

BUDGET SUMMARY	Column 1 WIA Youth Program Year	Column 2 WIA Youth Follow-up Year	Column 3 NON-WIA Funds Cash	TOTAL
A. In-School Youth				
B. Out-of- School Youth				
<b>TOTAL</b>				

The total of Columns 1 & 2 must equal the total contract period (7/1/11 - 6/30/13). Columns 3 must be equal to or greater than 25% of Columns 1 & 2. The total is equal to the sum of Columns 1, 2 and 3.

BUDGET DETAIL	Column 1 WIA Youth Program Year	Column 2 WIA Youth Follow-up Year	Column 3 NON-WIA Funds Cash	TOTAL
A. Staff Salaries and Benefits				
B. Staff Travel/Training/Meetings				
C. Recruitment, Advertising, Outreach				
D. *Subcontracts/Formal Agreements				
E. Office Supplies/Postage/Janitorial				
F. Telephone /Internet				
G. Rent				
H. Utilities				
I. Insurance				
J. **Equipment Purchases				
K. **Equipment Rent/Lease				
L. Equipment Maintenance				
M. Acctg, Audit or Annual Statements				
N. Contracted Services (including training)				
O. Indirect Costs				
P. Printing, Reproduction (Instruction Mtrl)				
Q. Youth Training Costs (Tuition, Supplies, Etc.)				
R. Participant Wages				
S. Participant Stipends				
T. Supportive Services				
U. Other (List)				
<b>TOTAL EXPENDITURES</b>				

\* Subcontracts must have prior approval from WDD

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

**Description of Cash Funds**

Describe Source of Cash Funding		Amount

**JOB DESCRIPTION/RÉSUMÉ OF WIA PERSONNEL**

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

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

Name of Person Currently In This Position: \_\_\_\_\_

Position is responsible to which person: \_\_\_\_\_

Statement of Position Duties and Responsibilities:

Qualifications and Experience of Person in This Position:

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

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



## CREDIT AUTHORIZATION

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

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

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

Signature of Authorized Representative	
Print Name	Date

**LEVERAGED RESOURCES**

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

**Geographical Areas to be Served**

<b>West End</b>	<b>Valley</b>	<b>Desert/Mountain</b>	
<input type="checkbox"/> Chino	<input type="checkbox"/> Colton	<input type="checkbox"/> 29 Palms base	<input type="checkbox"/> Victorville
<input type="checkbox"/> Chino Hills	<input type="checkbox"/> Fontana	<input type="checkbox"/> 29 Palms city	<input type="checkbox"/> Hesperia
<input type="checkbox"/> Montclair	<input type="checkbox"/> Grand Terrace	<input type="checkbox"/> Baker	<input type="checkbox"/> Adelanto
<input type="checkbox"/> Ontario	<input type="checkbox"/> Highland	<input type="checkbox"/> Apple Valley	<input type="checkbox"/> Morongo Basin
<input type="checkbox"/> Rancho Cucamonga	<input type="checkbox"/> Loma Linda	<input type="checkbox"/> Big Bear	<input type="checkbox"/> Yucca Valley
<input type="checkbox"/> Upland	<input type="checkbox"/> Rialto	<input type="checkbox"/> Big Bear Lake	<input type="checkbox"/> Oak Hills
<input type="checkbox"/> San Antonio Heights	<input type="checkbox"/> Redlands	<input type="checkbox"/> Searles Valley	<input type="checkbox"/> Big River CDP
<input type="checkbox"/> West End	<input type="checkbox"/> Yucaipa	<input type="checkbox"/> Barstow	<input type="checkbox"/> Joshua Tree
	<input type="checkbox"/> Muscoy	<input type="checkbox"/> Lenwood	<input type="checkbox"/> Needles
	<input type="checkbox"/> Bloomington	<input type="checkbox"/> Nebo Center	<input type="checkbox"/> Crestline
	<input type="checkbox"/> Mentone	<input type="checkbox"/> Wrightwood	<input type="checkbox"/> Lake Arrowhead
			<input type="checkbox"/> Running Springs
<input type="checkbox"/> West End unincorporated sections of SB Co	<input type="checkbox"/> East & Central Valley unincorporated sections of SB Co	<input type="checkbox"/> Desert/Mtn unincorporated sections of SB Co.	