



SPECIAL MEETING AGENDA
Workforce Development Board
Executive Committee

Location: Humboldt County
Economic Development Division
2420 6th St Eureka CA 95501

Date: 11/28/22

Time: 10:00AM

1. **Opening**
 - a. Board Chair calls meeting to order
 - b. Roll call of board members
 - c. Adjustments to the agenda
 - d. Public comment on non-agenda items

2. **Review and approve WIOA Request for Proposals (Attachment A)**
 - Discussion
 - Public Comment
 - Action

3. **Review and approve WIOA subrecipient contract amendments (Attachment B)**
 - Discussion
 - Public Comment
 - Action

4. **Adjourn**



AGENDA DETAIL

3. Review and approve WIOA Request for Proposals

Review and approve Requests for Proposals (RFPs) in accordance with Workforce Innovation and Opportunities Act (WIOA) requirement. Attached are three (3) RFPs. The first seeks providers for one or more of the five regions of Humboldt County implementing programming serving youth. The second seeks a provider to design and implement Rapid Response and Layover Aversion (RR/LOA) programming. The third seeks a Job Market Operator and Adult and Dislocated Worker provider. Per WIOA law, due to the intrinsically tied nature of the role of Job Market Operator and Adult and Dislocated Worker, local WDBs can decide to seek one entity for both activities.

Recommended Action: Accept and approve all three RFPs, pending any edits from County Counsel, and direct Staff to move all RFPs to the Board of Supervisors (BOS) for approval.

4. Review and approve WIOA subrecipient contract amendments

Review and approve WIOA subrecipient contract amendments. WIOA formula fund amendments include adjustments to monetary amounts and updated term end dates to reflect the June 30, 2023, grant term end dates, and align with the July 1, 2023, contracting date associated with the prior amended RFPs. RPI 4.0 amendment includes an adjustment to the monetary amount to facilitate spend down and an update end date of 3/31/2023 to align with modified grant term end dates.

Recommended Action: Accept and approve WIOA Subrecipient Contract amendments and direct Staff to move contract amendments to BOS for approval.



**COUNTY of HUMBOLDT COUNTY ADMINISTRATIVE
OFFICE**

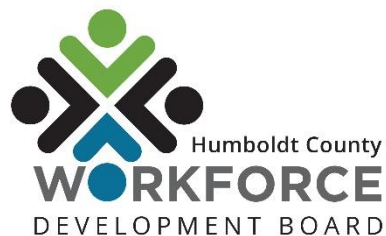
825 5th Street #112, Eureka, CA 95501
Telephone (707) 445-7745 Fax (707) 445-7219
sadair@co.humboldt.ca.us

Request for Proposals

#210-Workforce Innovation and Opportunity Act Youth Program Services

Statement of Purpose

The County of Humboldt, under the direction of the Humboldt County Workforce Development Board (HC-WDB) issues this Request for Proposals (RFP) to solicit Program Operators for the Youth program services.





**Request for Proposal (RFP)
Cover Page**
County Administrative Office
Economic Development Division
County of Humboldt, Eureka, CA

COUNTY AGENCY	Economic Development	
RFP NUMBER	#210	
RFP TITLE	Workforce Innovation and Opportunity Act Youth Program Services	
PURPOSE	The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal to solicit Program Operators for Youth programs.	
DEADLINE FOR RFP SUBMISSION	DEADLINE FOR PROPOSALS TO BE RECEIVED March 31, 2023 5:00 p.m. Pacific Standard Time LATE, FAXED OR UNSIGNED PROPOSALS WILL BE REJECTED	
SUBMIT RFP TO THIS ADDRESS	HUMBOLDT COUNTY ECONOMIC DEVELOPMENT DIVISION Attn: Scott Adair Director of Economic Development/Humboldt County WDB Executive Director 825 5 th Street #112 Eureka, CA 95501	
SPECIAL INSTRUCTIONS	<ul style="list-style-type: none"> <input type="checkbox"/> Label the lower left corner of your sealed submittal package with the RFP #210 WIOA Youth <input type="checkbox"/> Submit one digital and one original with nine additional copies of proposal with required forms. 	
DIRECT ALL INQUIRES TO	NAME	Scott Adair
	TITLE	Director of Economic Development/Humboldt County Workforce Development Board Executive Director
	PHONE #	(707) 445-7745
	FAX #	(707) 445-7219
	EMAIL	sadair@co.humboldt.ca.us
COUNTY WEBSITE	WEBSITE	http://www.co.humboldt.ca.us

DATE RFP ISSUED: Monday, January 30th, 2023

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HUMBOLDT COUNTY RFP #210- Workforce Innovation and Opportunity Act Youth
Program Services

Submit With RFP

RFP SIGNATURE AFFIDAVIT	
NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	
PHONE #:	
FAX #:	
EMAIL:	

Government Code Sections 6250 *et seq.*, the “Public Records Act,” define a public record as any writing containing information relating to the conduct of public business. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

In signing this proposal, I certify that this firm has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned is an authorized representative of the above named firm and hereby agrees to all the terms, conditions, and specifications required by the County in this Request for Proposal and declares that the attached proposal and pricing are in conformity therewith.

Signature

Title

Name (type or print)

Date

This firm hereby acknowledges receipt / review of the following addendum(s) (If any)

Addendum # Addendum # Addendum # Addendum #

1.0 DEFINITIONS

- A. **Addendum** – An amendment or modification to the Request for Proposal.
- B. **County** – County of Humboldt.
- C. **Proposal** – An offer submitted in accordance with this RFP to provide an ongoing service for a specified sum of money.
- D. **Proposer** – Any individual or business responding to this Request for Proposal.
- E. **RFP** – Request for Proposal.
- F. **WIOA**- Workforce Innovation and Opportunity Act (2014) is the primary federal workforce development legislation to bring about increased coordination among federal workforce development and related programs, which replaced the previous Workforce Investment Act of 1998 (WIA).

2.0 INTRODUCTION

Statement of Purpose

The County of Humboldt, under the direction of the Humboldt County Workforce Development Board (HC-WDB) issues this Request for Proposals (RFP) to solicit program operators for Youth Jobs, Humboldt County's youth workforce development services program.

The Youth Jobs program is operated and funded under the provisions of the Workforce Innovation and Opportunity Act of 2014 (WIOA) and serves WIOA-eligible youth. (Additional WIOA and non-WIOA funds may become available under the contracts that result from this RFP.) Successful bidders will demonstrate the effective use of WIOA resources along with non-WIOA resources for delivery of a comprehensive program for all youth. While not all youth may be enrolled in the WIOA-funded program, the HC-WDB seeks to partner and connect all youth-serving programs, to breakdown program silos and participate in a system that serves all youth, regardless of specific barriers. The HC-WDB seeks contractors who have the capacity, experience, and community networks necessary to deliver comprehensive youth services in the following five (5) geographic sub-regions of Humboldt County: Southern Humboldt, Eel River Valley, Eureka, Northern Humboldt and Eastern Humboldt.

Additional funding may become available as the HC-WDB secures discretionary grants. Selected youth program operators may be asked to participate in grant applications and may receive additional funds to implement discretionary grants. The contract of the youth program operators may be amended accordingly.

3.0 SCOPE OF SERVICES

This document only presents a preliminary scope of services to generally communicate the County's expectations. A final scope of services will be developed by the County and the successful Proposers. All Proposers will be held strictly to the technical, service and capability requirements outlined in this RFP, and such requirements will be incorporated into the final Professional Services Agreement. The County's Economic Development Division desires a range of professional Youth to achieve the goals outlined above.

The description of services (Section 3.1) will allow the County to compare proposals. The precise scope of services to be incorporated into the final Professional Services Agreement will be based upon the successful proposal and may be the subject of negotiations between the County and the successful Proposers.

Based upon the County's outline of services, the Proposers shall prepare a complete description of the scope of services which the Proposer intends to perform in order to meet the project goals (see Section 2.0) and services (see Section 3.1-3.5).

3.1 Description of Services

The HC-WDB program to deliver services that prepare youth, particularly at-risk youth, for success in the workplace. The program is delivered through regional contractors, called "Youth Program Operators (YPOs)", in order to ensure that the enrollment and service delivery meets the needs of the at-risk youth in their home community, and engages the resources of that home community. WIOA is designed to deliver career exploration and guidance, continued support for educational attainment, opportunities for skills training in the County Economic Development Strategy (CEDS) and Targets of Opportunity industries and occupations, and culminating with a good job along a career pathway or enrollment in post-secondary education.

3.2 Work Experience Activities

Under WIOA, a strong emphasis has been placed on work experience (WEX) activities. All proposals need to include a job readiness and WEX placement design, and a partnership with businesses that are willing to provide youth with work experience opportunities, such as job shadowing, on-the-job training, internships, and hourly work. Along with developing an effective WEX portion of the program, the design will need to incorporate a pre-WEX component, including job readiness, resume building, career counseling, and competency-based learning.

For youth receiving either stipend payments for competency-based learning or actual wages for WEX activities, the contractor is required to become or provide an employer of record with workers' compensation insurance and process payroll for youth. Letters of agreement need to be included if it is an agency other than yours who will act as employer of record.

WIOA describes WEX activities to include:

Paid and unpaid work experiences that have as a component academic and occupational education, which may include:

- 1. Summer employment opportunities and other employment opportunities available throughout the school year;*
- 2. Pre-apprenticeship programs;*
- 3. Internships and job shadowing; and*
- 4. On-the-job training opportunities.*

The HC-WDB seeks organizations that are embedded in the five region communities to propose a youth program for their region that delivers the 14 program elements of WIOA. YPOs representing each of the five regions will participate on a county-wide team of YPOs to deliver a consistent program. HC-WDB staff will provide support to the YPO team in development of the program details.

3.3 Career Pathways

WIOA places emphasis on “career pathways,” which is defined in WIOA as “*a combination of rigorous and high quality education, training, and other services that:*

- (A) Aligns with the skill needs of industries in the economy of the state or regional economy involved;*
- (B) Prepares an individual to be successful in any of a full-range of secondary or post-secondary education options, including apprenticeships;*
- (C) Includes counseling to support an individual in achieving the individual’s education and career goals;*
- (D) Includes, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;*
- (E) Organizes education, training, and other services to meet the particular needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable;*
- (F) Enables an individual to attain a secondary school diploma or its recognized equivalent, and at least one recognized post-secondary credential; and*
- (G) Helps an individual enter or advance within a specific occupation or occupational cluster.”*

3.4 Participant Eligibility

WIOA is primarily an out-of-school youth (OSY) program, with the option to serve some in-school youth (ISY), or only OSY.

Funds awarded through this RFP must serve a minimum of 75% OSY, but can serve some ISY. WIOA defines ISY and OSY as follows:

OUT-OF-SCHOOL YOUTH:

1. *Not attending any school (as defined by state law);*
2. *Not younger than 16 or older than 24; and*
3. *One more of the following:*
 1. *A school dropout.*
 2. *A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter.*
 3. *A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is:*
 - a. *basic skills deficient; or*
 - b. *an English language learner.*
 4. *An individual who is subject to the juvenile or adult justice system.*
 5. *A homeless individual, a homeless child or youth, a runaway, in foster care or has aged out of the foster care system, or in an out-of-home placement.*
 6. *An individual who is pregnant or parenting.*
 7. *A youth who is an individual with a disability.*
 8. *A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.*

IN-SCHOOL YOUTH:

1. *Attending school (as defined by State law);*
2. *Not younger than age 14 or (unless an individual with a disability who is attending school under State law) older than age 21;*
3. *A low-income individual; and*
4. *One or more of the following:*
 - a. *Basic skills deficient.*
 - b. *An English language learner.*
 - c. *An offender.*
 - d. *A homeless individual, a homeless child or youth, a runaway, in foster care or has aged out of the foster care system, or in an out-of-home placement.*
 - e. *Pregnant or parenting.*
 - f. *A youth who is an individual with a disability.*
 - g. *An individual who requires additional assistance to complete an educational program or to secure or hold employment.*

3.5 Scope of Work

Executing the WIOA contract is a multi-faceted operation. It requires program oversight, fiscal responsibilities, eligibility and case management, and providing WEX activities to the client.

1. Program oversight requires management of the program to ensure that operating expenses are consistent with and allowable under WIOA, California Employment Development Department guidelines, HC-WDB policies, and the County contract requirements. It is important to have an understanding of WIOA and the contract with the County to ensure that the program is being run effectively and appropriately.
2. Fiscal requirements include ensuring that expenses are allowable, tracking the budget, proper backup documentation, processing invoices and submitting the invoices with appropriate backup documents to the County monthly for reimbursement.

3. Eligibility and case management is a significant part of the program. First, a client must be determined to be eligible. Eligibility must be documented. Once all the documentation is complete, the client is enrolled in CalJOBS. Next, an Individual Service Strategy is developed, the plan to determine how to best serve the client. Case management is an ongoing process from the time a client enrolls until they exit the program and then complete one year of follow-up. Detailed notes and ongoing supporting documents must be organized and tracked well. Case management also includes providing supportive services, and aligning youth with academic and occupational opportunities.
4. Providing pre-WEX and WEX activities will include development of a quality WEX program. This will need to meet the needs of each client where they are at when they enter the program. Some may be job ready and step directly into a job shadow, on-the-job training, or WEX while others may require assistance with developing a resume, mock interviews, attending career panels, taking a course, completing competency-based learning, etc. It will be important to develop partnerships with businesses who can supply WEX activities.

The following contains a list of program components that must be provided, regardless of program model:

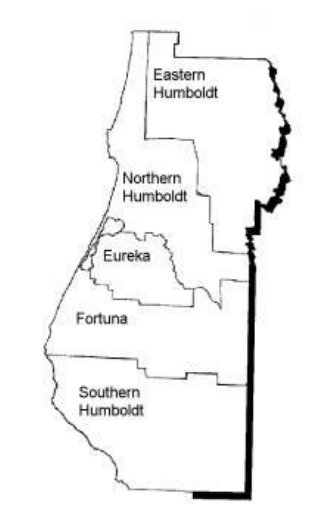
All respondent programs MUST:

1. Conduct creative outreach and recruitment activities to identify participants for the program;
2. Complete a thorough intake interview and collect eligibility documentation for enrollment into the program;
3. Conduct individual assessments that are comprehensive in nature, and can accurately identify a plan to provide services that are necessary and appropriate for eligible youth to be successful in completing an academic program or entry into a career path;
4. Provide academic skills remediation for youth who test below 9th grade in reading and/or math;
5. Conduct career exploration activities with structured opportunities to explore a range of career options in a particular industry, thereby developing work-readiness and industry-relevant competencies;
6. Develop individual service strategies (ISS) that address the needs identified through the comprehensive assessment, in a manner that is appropriate to the individual, developmental needs of each youth, and follows clear timelines in which to be completed;
7. Provide supportive services as appropriate and identified in the youth ISS;
8. Define the terms of participant success for each service delivered;
9. Work with employers in the development and structure of work experiences that match the skills and interests of youth participants, and address the specific needs of both the youth and employers;

10. Fulfill the role of Employer of Record and coordinate payroll for youth participating in paid work experiences;
11. Develop effective community partnerships that will support the service delivery needs of youth as identified in the comprehensive assessment;
12. Maintain contact and active engagement with participants to ensure there are no gaps in service;
13. Maintain current progress of participant activities using the current CalJOBS customer tracking system;
14. Coordinate with vocational rehabilitation services and other local agencies for youth with disabilities;
15. Utilize resources made available by The Job Market;
16. Provide follow-up services for a minimum of one year after exit;
17. Comply with the Uniform Administrative Requirements and the Cost Principles as delineated in Title 29 of the Code of Federal Regulations Part 95 or Part 97 as the applicable Office of Management Budget circulars.

3.6 Regional Service Area

The HC-WDB has designated five (5) sub-regions in Humboldt County for youth services. Successful bidders will demonstrate strong, grass-roots ties to the community of the sub-region(s) that they are proposing to serve. The five sub-regions are listed below and are illustrated in the map.



1. **Eastern Humboldt**
2. **Eel River Valley (shown as Fortuna)**
3. **Eureka Area**
4. **Northern Humboldt**
5. **Southern Humboldt**

3.7 Required Program Parameters

The HC-WDB is seeking contractors committed to providing high quality services for youth beginning with career exploration and guidance, continued support for educational attainment, and providing opportunities for skills training in in-demand industries and occupations.

The WIOA excerpts listed below are key to youth program operations. WIOA Section 129(a), (b), and (c) requires that all programs:

- *Provide an objective assessment of the academic levels, skill levels, and service needs of each participant; assessment shall include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes, supportive service needs, and developmental needs of participant for the purpose of identifying appropriate services and career pathways;*
- *Develop service strategies for each participant that shall identify career pathways that include education and employment goals, appropriate achievement objectives, and appropriate services for the participant;*
- *Provide:*
 - *Activities leading to the attainment of a secondary school diploma*
 - *Preparation for post-secondary educational and training opportunities*
 - *Strong linkages between academic instruction and occupational education that lead to the attainment of recognized post-secondary credentials*
 - *Preparation for unsubsidized employment opportunities*
 - *Effective connections to employers, including small employers, in in-demand industry sectors and occupations of the local/regional labor markets*

Proposals must contain all of the 14 required program elements. If a contractor does not directly provide the services listed, it must demonstrate the ability to make seamless referrals to appropriate providers of such services. The contractor will have primary responsibility for ensuring that each participant receives the full continuum of services. Required program elements (WIOA §129 (c)(2)) are:

- 1) *Tutoring, study skills training, and instruction leading to completion of secondary school, including dropout prevention strategies;*
- 2) *Alternative secondary school services, or drop-out recovery services as appropriate;*
- 3) *Paid and unpaid work experience that have as a component academic and occupational education, which may include:*
 - a. *Summer employment opportunities and other opportunities throughout the year;*
 - b. *Pre-apprenticeship programs;*
 - c. *Internships and job shadowing, and;*
 - d. *On-job training opportunities;*
- 4) *Occupational skills training, as appropriate;*
- 5) *Education offered with and in the same context as workforce preparation activities and training for a specific occupation;*

- 6) *Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social behaviors during non-school hours as appropriate;*
- 7) *Supportive services;*
- 8) *Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months;*
- 9) *Follow-up services for not less than 12 months after the completion of participation, as appropriate;*
- 10) *Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate;*
- 11) *Financial literacy education;*
- 12) *Entrepreneurial skills training;*
- 13) *Services that provide labor market and employment information about in-demand industry or occupations available in the local area, such as career awareness, career counseling, and career exploration services; and*
- 14) *Activities that help youth prepare for and transition to postsecondary education and training.*

3.8 Performance Accountability Measures

Below are the WIOA performance measures for youth recently established by the U.S. Department of Labor/Employment and Training Administration (US-DOL/ETA). Performance levels for these measures are negotiated annually at the federal, state, and local level.

- Placement in Employment, Education, or Training
The percentage of program participants who are in education or training activities, or in unsubsidized employment, during the second quarter after exit from the program.
- Retention in Employment, Education, or Training
The percentage of program participants who are in education or training activities, or in unsubsidized employment, during the fourth quarter after exit from the program.
- Median Earnings After Entry Into Unsubsidized Employment
The median earnings of program participants in unsubsidized employment during the second quarter after exit from the program.
- Credential Rate
The percentage of program participants who obtain a recognized post-secondary credential, or a secondary school diploma or its recognized equivalent during participation in or within one year after exit from the program.
- In Program Skills Gain

The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized post-secondary credential or employment and who are achieving measurable skill gains toward such a credential or employment.

- Effectiveness in Serving Employers

This measure is in a pilot test phase at the State level. Data gathering will occur for two years to determine the most appropriate way to track this. Details will come at a later date.

4.0 Contractor Responsibilities

Agencies awarded contracts to provide services will be responsible for the following:

- (1) Providing and training qualified staff to plan and administer the program;
- (2) Providing specified services to eligible youth;
- (3) Coordinating and tracking management information systems and paperwork associated with WIOA;
- (4) Coordinating with HC-WDB administrative staff to ensure that required performance reports and fiscal claims are submitted in entirety and on time;
- (5) Attend in-service training sessions and regularly scheduled operator meetings;
- (6) Implementing strategy for effective program evaluation and continuous improvement;
- (7) Coordinating collaborative partnerships and providing primary administrative oversight related to services offered to youth.

4.1 Record Keeping

Contractor(s) will be expected to maintain complete up-to-date and accurate records and management controls. Individual case files shall be maintained on each WIOA-funded youth which will include, but is not limited to: comprehensive assessment documentation, progress and participation in activities, goals and achievements, comprehensive case notes, referrals made, services received from other providers, outcomes and follow-up information. In addition to collecting data listed above, the Contractor(s) will collect data and documentation on each participant who is:

- (1) Basic skills deficient (scoring at or below grade level 8.9 in English reading, writing or computing);
- (2) Is one or more grade levels below the grade level appropriate to the individual's age; and
- (3) Has one or more disabilities, including learning disabilities.

Contractor(s) will be expected to maintain complete fiscal and accounting records including, but not limited to: backup documentation to the contract budget, demonstration of acceptable accounting methods to disburse costs, and demonstration of the 75% minimum expenditure rate for out-of-school youth.

4.2 Reporting

Contractor(s) shall be responsible for submitting accurate management information reports and forms on time and in the manner prescribed by the State and HC-WDB, and will coordinate with the County of Humboldt.

Contractor(s) will ensure that fiscal claims are submitted in entirety and the manner prescribed by the County. Contractor(s) will be responsible for monthly breakout of costs expended on out-of-school youth to ensure that the 75% minimum funding condition is being met.

4.3 Monitoring

The Contractor(s) selected for this program may be visited at any time by representatives of the HC-WDB, County of Humboldt staff, State of California, Department of Labor, or Contractors of these units of government, and others who have a direct concern in administration of WIOA projects. All organization records must be available for inspection. All areas of the project will be subject to examination and could include but is not limited to: inspection of participants’ personnel files and applications, and the financial bookkeeping records. WIOA participants may be interviewed to verify eligibility, ensure proper personnel procedures required under the Act are being followed, and to ensure provision of adequate services as prescribed by contract. In addition, monitoring may include interviews with employers, supervisors, instructors, and staff of organizations partnering with the Contractor(s) to ensure provision of agreed upon services.

5.0 SCHEDULE OF EVENTS

The following represents the County’s best estimate of the RFP schedule. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m., Pacific Time.

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the schedule of events shall be provided to all Proposers. The following dates are tentative and may be subject to change.

EVENT	DATE
RELEASE OF REQUEST FOR PROPOSAL	January 30, 2023
DEADLINE FOR SUBMISSION OF QUESTIONS Email: sadair@co.humboldt.ca.us	March 15, 2023, 5 p.m. PST
DEADLINE FOR PROPOSALS <u>TO BE RECEIVED</u>	March 31, 2023, 5:00. p.m. PST
RFP EVALUATION PROCESS	April 10, 2023
NEGOTIATION AND CONTRACT FINALIZATION	May 15, 2023

RECOMMENDATION OF AWARD TO COUNTY BOARD OF SUPERVISORS (AGENDA ITEM)	June 13, 2023
START DATE	July 1, 2023
TIMELINE FOR COMPLETION OF PROJECT COMPLETION-	This will be a 4-year contract

6.0 TERM OF AGREEMENT

The term of the Professional Services Agreement shall commence upon execution of the parties and shall continue for four (4) years.

7.0 PROPOSAL SUBMITTAL

Proposers shall prepare and submit one (1) original and one (1) additional hardcopy of the proposal by **5:00 p.m., Pacific Standard Time on March 31, 2023**. Proposals shall be signed by an authorized agent and placed in a sealed package clearly marked **RFP #210**. Unsigned Proposals will be rejected.

Proposals shall be delivered or mailed to:

HUMBOLDT COUNTY ECONOMIC DEVELOPMENT DEPARTMENT
 Attention: Scott Adair
 Director of Economic Development/Humboldt County WDB Executive Director
 825 5th Street #112
 Eureka, California 95501
 Email: sadair@co.humboldt.ca.us

Proposals submitted to any other County office other than the Economic Development Division will be rejected and returned to the Proposer unopened.

Any proposal received after the above-mentioned time and date for submittal, whether by mail or otherwise, will not be considered (postmarks will not be accepted in lieu of this requirement). It is the sole responsibility of the Proposer to ensure that its proposal is received before the submittal deadline. Proposals received after the time and date for submittal by mail or otherwise will be returned unopened. However, nothing in this RFP precludes the County from requesting additional information at any time during the proposal evaluation process.

Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication.

8.0 PUBLIC RECORDS AND TRADE SECRETS

All proposals and materials submitted become the property of the County and are subject to disclosure under the Public Records Act, Government Code Sections 6250 *et seq.*

This Request for Proposal and all responses are considered public information, except for specifically identified trade secrets, which will be handled according to applicable state laws and regulations. Any page of the proposal that is deemed to be a trade secret by the Proposer shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch size letters. Proprietary information will not be released, if Proposer agrees to indemnify, defend, and hold harmless the County in any action brought to compel disclosure of such information. The Proposer, by submitting proprietary information, agrees that the County's failure to contact the Proposer prior to the release of such information will not be a basis for liability by County or any County employee.

9.0 GENERAL REQUIREMENTS AND INFORMATION

9.1 General Instructions

1. All proposals must be submitted in accordance with the standards and specifications contained within this RFP and must contain a signed and completed Signature Affidavit.
2. Proposals must be typed uniformly on letter size (8 ½" X 11") white paper, single sided or double sided, with each section clearly titled and each page consecutively numbered.
3. Proposals must be clean and suitable for copying.
4. Proposals must be complete and specific unto themselves. For example, "See *Enclosed Manual*" will not be considered an acceptable response.
5. The proposal shall be concise and to the point.
6. Receipt of all addenda, if any, must be acknowledged on the bottom of the RFP Signature Affidavit Sheet.

9.2 Right of County to Reject Proposals

The County reserves the right to reject any and all proposals or to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of a proposal.

9.3 Proposal Modification

Any Proposer who wishes to make modifications to a proposal already received by the County must withdraw his/her proposal. All handwritten modifications must be made in ink, properly initialed by Proposer's authorized representative, executed, and submitted in accordance with the terms and conditions of this RFP. It is the responsibility of the Proposer to ensure that the modified proposal is resubmitted

before the submission deadline of March 31, 2023. Proposals cannot be changed or modified after the submission deadline.

9.4 Award of Agreement

The County reserves the right to negotiate the terms of the Professional Services Agreement for this project with one or more proposers. All proposers may be requested to make presentations and shall negotiate in good faith in accordance with direction from the County. Any delay caused by Proposer's failure to respond to direction from the County may lead to a rejection of the proposal.

The award of an agreement, if made by the County, will be based upon a total review and analysis of each proposal and projected costs. If the County determines, after further evaluation and negotiation, to award an agreement, a Professional Service Agreement shall be sent to the successful Proposer(s) for the Proposer's signature. No proposal shall be binding upon the County until the Professional Services Agreement is signed by duly authorized representatives of the selected Proposer(s) and the County.

9.5 Cost of Proposal Preparation

The County shall not pay any costs resulting from or associated with Proposer's participation in the RFP process, including the preparation of any proposal.

9.6 Notification of Withdrawal of Proposal

Proposer may withdraw its proposal at any time prior to the date and time specified for proposal submission upon formal written notice. Proposals will become the property of the County after the submission deadline.

10.0 REQUIRED FORMAT OF PROPOSAL

To be considered, proposals must contain the elements outlined in this section. Failure to include any requested information may result in the rejection of the proposal. **While each proposal needs to contain the sections outlined below, proposers are encouraged to take creative license in their format and presentation.**

- A. RFP Signature Affidavit
- B. Proposal Table of Contents
- C. Corporate/Company/Agency Profile
- D. Description of Services
- E. Technical Capabilities
- F. Disaster Recovery Plan
- G. Implementation Timeline
- H. Cost Proposal
- I. Documentation
- J. Evidence of Insurability/Business Licenses
- K. Exceptions, Objections and Requested Changes

L. Identification and Description of Potential Conflicts of Interest

A. RFP Signature Affidavit

The RFP Signature Affidavit must be signed by an authorized representative. Signature authorization on the RFP Signature Affidavit shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, including but not limited to, terminating any agreement resulting therefrom.

B. Proposal Table of Contents

The proposal shall include a comprehensive table of contents that identifies submitted material by sections in the order listed above and with sequential page numbers.

C. Corporate/Company/Agency Profile

The proposal shall include a narrative which identifies the Proposer's ability to provide the services as specified in this RFP. The Corporate/Company/Agency Profile should be concise and clear and include descriptive information regarding service delivery capabilities. The narrative must include, at a minimum, the following items:

1. Proposer's Business name, legal business status and company size (total number of current staff).
2. An overview of Proposer's current and previous business activities, including:
 - a. The history of Proposer's firm.
 - b. The number of years Proposer has been operating under the present business name, and any prior business names.
 - c. The number of years Proposer has been providing services equivalent to those presented in the proposal.
 - d. Proposer's mission statement.
3. A detailed description of any fraud convictions related to public contracts (if applicable).
4. A detailed description of any current or prior debarments, suspensions or other ineligibility to participate in public contracts (if applicable).
5. A detailed description of any federal or state violations of industry or regulatory requirements (if applicable).
6. A detailed statement of qualifications, including:
 - a. The number of staff that will be providing services to the County.
 - b. The physical location address of all facility(s) from which services to the County will be provided, and the staff allocation at each facility.

- c. Identification of the project manager, alternate project manager, and key project team members, including an organizational chart and resumes of each representative.
 - d. A summary of the experience and technological expertise of the staff who will design, develop and maintain any proposed website, social media output, etc. including specific experience with other public agencies.
 - e. The name, position, phone number, and email address for each person responsible for day-to-day customer service. This contact person will be given to County Departments as their contact for customer service.
- 7. A detailed description of Proposer's policies regarding quality assurance.
 - 9. Whether the Proposer holds a controlling or financial interest in any other organizations, or is owned or controlled by any other person or organization. If none, that must be stated.

D. Description of Services

The proposal shall include a complete description of the scope of the services (including major tasks and subtasks) that the Proposer intends to provide in order to meet the objectives and requirements specified in this RFP. The narrative must include, at a minimum, the following items:

- 1. Identify which regions your program serves.
- 2. A detailed description of how the services outlined in Section 3 will be performed.
- 3. A list of services outlined in Section 3 of this RFP that are not included in the proposed services and the reasons for exclusion.
- 4. A detailed description of how your program will provide directly and/or provide access to the WIOA required 14 program service elements listed in Section 3.8. If not providing the services directly, describe your relationship with the organization providing the service.
- 5. A detailed description of Proposer's specific management expertise that ensures satisfactory contract performance.
- 6. A detailed description of the expected communication channels between Proposer and the County to ensure that services will be performed to the County's satisfaction, including how potential problems will be resolved.
- 7. A detailed description of any innovations and procedural enhancements that Proposer believes may add value to the proposed project.

E. Technical Capabilities

In addition, if Proposer intends on subcontracting portions of the proposed services, the narrative shall provide: the name of each subcontractor; each subcontractor’s role in the project; the percentage of the project each subcontractor will complete; and the location of where the work will be performed. Listed subcontractors may not be substituted or replaced, and additional subcontractors may not be added to the project without prior approval from the County. If the Proposer is intending on employing offshore resources, the narrative shall also include a complete description of how the data sources, quality control and communication will be performed.

F. Disaster Recovery Plan

The proposal shall include a draft Disaster Recovery Plan outlining the solutions for potential staffing shortages, power outages, system crashes, road closures, or facility shutdowns, that may occur in the event of a natural disaster. Examples include, backup personnel, alternate facilities, distribution centers and other resources.

G. Implementation Plan and Timeline

It is the County’s intention to execute an agreement with the successful Proposer on or about July 1, 2023. The County reserves the right to determine the implementation timetable based on calendar and fiscal restraints.

H. Cost Proposal

All proposers are required to submit a sample budget summary, which includes WIOA funding and in-kind/match amounts and will be used for competitive cost analysis. A detailed budget will be required upon contract award.

WIOA funding requires specific expenditure ratios in order to achieve policy objectives of service to OSY and engagement in WEX. Humboldt County is the “local workforce investment area (LWIA)” and the ratios will be monitored by the State for the total LWIA budget annually.

There are **three separate requirements**:

1. A minimum of 75% of WIOA funds must be expended on out-of-school youth and a maximum of 25% expended on in-school youth;
2. A minimum of 25% of program funds be spent on WEX activities; and
3. A minimum of 10% of program funds be spent on supportive services for youth.

Note: there is no minimum requirement to serve ISY youth. The program can serve 100% OSY.

EXAMPLE of OSY Spending Requirement	
Total amount awarded to contractor	\$100,000

75% minimum for OSY spending	\$75,000
25% maximum for ISY spending	\$25,000

EXAMPLE of WEX and Supportive Service Requirement	
Total amount awarded to contractor	\$100,000
25% WEX requirement	\$25,000
10% Supportive Service requirement	\$10,000

It is preferred, but not required that bidders demonstrate a (1:1) match of non-WIOA cash and/or in-kind funding (50% of the total budget) for the program in the region(s) they are proposing to serve. The goal of the HC-WDB is that youth programs will be built through leveraging multiple funding sources and community resources, not as a stand-alone WIOA-funded program. Examples of match funding might include salaries, overhead costs, supplies and equipment, WEX wages, mentoring, counseling, bookkeeping, internships, tuition and workshops/classes.

The County of Humboldt retains the right to negotiate final budget and contract amounts with bidders selected to provide youth services. In providing costing information, staffing levels and hourly rates shall be provided. Proposers can expect the Professional Services Agreement to be developed on a not-to-exceed price basis. Proposer agrees that the price quotes listed on Exhibit B include all taxes and are the maximum they will charge during the term of any agreement awarded.

The following is an outline of the general information and requirements applicable to price quotes:

1. Submitted prices shall be valid for a minimum of 180 days from the proposal submission deadline of March 31, 2023.
2. Price quotes shall include any and all payment incentives available to the County.
2. Price quotes shall include any exceptions, deviations, and clarifications pertinent to the service and/or goods that may assist in the evaluation of your proposal.

Contracts will be cost reimbursable with billing required. Contractors are required to provide detailed line item budgets on forms provided by County of Humboldt. All costs reported and final cost statements shall be supported by appropriate accounting documentation

I. Documentation

The proposal shall include a narrative describing all invoices, training materials and any other pertinent documents that will be used to facilitate the terms and conditions of this RFP. Samples of each document described in this section shall be attached to the proposal.

J. Evidence of Insurability/Business Licenses

All Proposers shall submit evidence of eligibility for all insurances required by Section 15 of the sample Professional Services Agreement (see Exhibit C). Upon the award of an agreement, the successful Proposer will have 10 calendar days to produce certificates of the required insurance, including a certified endorsement naming the County as additional insured. Additional insurance should not be purchased until an agreement has been awarded.

In addition, all Proposers shall certify the possession of any and all required licenses or certifications. A copy of current business licenses or other applicable licenses must be submitted with the proposal.

K. Exceptions, Objections and Requested Changes

The Proposer should carefully review the terms and conditions of this RFP and the sample Professional Services Agreement. Any exceptions, objections or requested changes to the RFP or the sample Professional Services Agreement shall be clearly stated and explained in the proposal. Descriptions of any exceptions, objections or requested changes should include the page and paragraph number of the portion of the RFP or sample Professional Services Agreement being referenced.

Protests based on any exception, objection or requested change shall be considered waived and invalid by the County if the exception, objection or requested change is not clearly identified and explained in the proposal.

L. Identification and Description of Potential Conflicts of Interest

The proposer should identify and document any potential conflicts of interest that may arise throughout the duration of the proposed contract period.

11.0 EVALUATION CRITERIA AND REVIEW PROCESS

After the proposals are received and opened by the County, the County shall review and evaluate all proposals for responsiveness to the RFP, in order to determine whether the Proposer possesses the qualifications necessary for the satisfactory performance of the services required therein. The County may also investigate qualifications of all Proposers to whom the award is contemplated, and the County may request clarifications of proposals directly from one or more Proposers.

In reviewing the proposals, the County may consider the following:

Criteria	Point Value
Organization’s mission fit to the WIOA priorities	20 points
Staffing plan aligns with service to youth	15 points
Program design delivers service to youth for WIOA and HC-WDB priorities	35 points
Financial information and budget (cost analysis)	30 points
TOTAL POINTS AVAILABLE	100 points

All proposals will be evaluated by an evaluation panel made up of County staff and Humboldt County Workforce Development Board Members. All contacts during the review selection phase will only be through the RFP Administrator, Scott Adair (see Section 12.0 for contact information). Attempts by the Proposer to contact any other County representative may result in disqualification of a proposal. The RFP Administrator will present the evaluation results to the County Board of Supervisors for review and approval on or about June 13, 2023.

The evaluation process is designed to award the procurement not necessarily to the Proposer of least cost, but rather to the Proposer(s) with the best combination of attributes based upon the evaluation criteria. Therefore, proposals are evaluated against the evaluation criteria in this RFP and not against other proposals.

The County reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the County and, if held, shall be after initial evaluation of the proposals. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

12.0 INTERPRETATION OF RFP

The Proposer is responsible for meeting all the requirements, specifications, and conditions stated in this RFP and the sampler Professional Service Agreement. If the Proposer finds discrepancies in or omissions from the RFP or is in doubt as to the meaning of a particular portion thereof, a written request for interpretation or correction should be made to the County. Such inquires shall be directed to:

Scott Adair
Director of Economic Development/Humboldt County Workforce Development
Board Executive Director, County of Humboldt Economic Development Division
825 5th St #112
Eureka, CA 95501
Telephone: 707-445-7745
Email: sadair@co.humboldt.ca.us

Any changes to the RFP will be made and distributed only by written addendum, and will be posted on the County's Purchasing website at <http://www.co.humboldt.ca.us/purchase>.

13.0 OWNERSHIP AND INTELLECTUAL PROPERTY

1. All products, graphics, domain names, content developed during the course of the project/under this scope of work shall be owned solely by the County, together with any and all underlying software, object codes, digital programming and source codes. Any type of Source files, which would be necessary for the County to update or change the design of any project deliverables, must be delivered at the end of the project.

2. All intellectual property developed in connection with the project will be owned solely by the County.
3. In developing project materials, the successful Proposer shall not infringe or violate the copyright or other intellectual property rights of third parties.
4. The successful Proposer is responsible for securing various rights, licenses, clearances and other permissions related to works, graphics or other copyrighted materials to be used or otherwise incorporated in the project.
5. All applicable copyright notices will be displayed on the project outputs.

14.0 LIQUIDATED DAMAGES

If the work necessary to complete the project scope of work is not finished by the time of completion set forth in the final Professional Services Agreement, damage will be sustained by the County, and it will be impracticable and extremely difficult to ascertain and determine the amount thereof. Therefore, the Proposer will be required to pay the County a mutually agreed upon sum per day for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed. Additionally, the Proposer will be required to pay said liquidated damages, and the County may deduct the amount thereof from any moneys payable or that may become payable to the Proposer under the Professional Services Agreement.

15.0 CONFLICT OF INTEREST

Proposer warrants and covenants that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or assist in the procuring of the resulting agreement, nor that any such person will be employed in the performance of such agreement without immediate divulgence of such fact to the County. Selected Proposers and corresponding agency staff will also be required to adhere to the Humboldt County Workforce Development Board's Conflict of Interest Policy and provide signed attestation forms from staff that preforms activities under the Rapid Response and Lay-Off Aversion programs.

16.0 CANCELLATION OF RFP PROCESS

The RFP process may be canceled after opening proposals, prior to award, if the County determines that cancellation is in the best interest of the County.

The County reserves the right to amend or modify the Scope of Services prior to the award of proposal, as necessity may dictate, and to reject any and all proposals hereunder. This RFP does not commit the County to award an agreement and it shall not pay any costs incurred in the preparation of a proposal in response to this request. The County reserves the right to accept or reject any or all proposals received as a result of the request, to negotiate with any qualified source or to cancel in part or in its entirety this RFP, if it is in the best interest of the County in its sole determination.

17.0 ADDITIONAL REFERENCE MATERIALS

US Dept. of Labor – Workforce Innovation and Opportunity Act Information

<http://www.doleta.gov/WIOA/>

Humboldt County Workforce Development Board

<https://www.gohumco.com/162/HC-WDB-Meetings-and-Governance>

Humboldt County Workforce Development Board Local and Regional Plans, 2021-2024

<https://www.gohumco.com/170/HC-WDB-Local-and-Regional-Plans>



COUNTY of HUMBOLDT COUNTY ADMINSTRATIVE OFFICE
OFFICE OF ECONOMIC DEVELOPMENT
825 5th Street #112, Eureka, CA 95501
Telephone (707) 445-7745 Fax (707) 445-7219
sadair@co.humboldt.ca.us

Request for Proposals

#212-Workforce Innovation and Opportunity Act Rapid Response and Lay-Off Aversion Program Services

Statement of Purpose

The County of Humboldt, under the direction of the Humboldt County Workforce Development Board (HC-WDB) issues this Request for Proposals (RFP) to solicit Program Operators for the Rapid Response and Lay-Off Aversion programs.





**Request for Proposal (RFP)
Cover Page**
County Administrative Office
Economic Development Division
County of Humboldt, Eureka, CA

COUNTY AGENCY	Economic Development	
RFP NUMBER	#212	
RFP TITLE	Workforce Innovation and Opportunity Act Rapid Response and Lay-Off Aversion Program Services	
PURPOSE	The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal to solicit Program Operators for the Rapid Response and Lay-Off Aversion programs.	
DEADLINE FOR RFP SUBMISSION	DEADLINE FOR PROPOSALS TO BE RECEIVED March 31, 2023 5:00 p.m. Pacific Standard Time LATE, FAXED OR UNSIGNED PROPOSALS WILL BE REJECTED	
SUBMIT RFP TO THIS ADDRESS	HUMBOLDT COUNTY ECONOMIC DEVELOPMENT DIVISION Attn: Scott Adair Director of Economic Development/Humboldt County WDB Executive Director 825 5 th Street #112 Eureka, CA 95501	
SPECIAL INSTRUCTIONS	<ul style="list-style-type: none"> <input type="checkbox"/> Label the lower left corner of your sealed submittal package with the RFP #212 WIOA Rapid Response and Lay-Off Aversion. <input type="checkbox"/> Submit one digital and one original with nine additional copies of proposal with required forms. 	
DIRECT ALL INQUIRES TO	NAME	Scott Adair
	TITLE	Director of Economic Development/Humboldt County Workforce Development Board Executive Director
	PHONE #	(707) 445-7745
	FAX #	(707) 445-7219
	EMAIL	sadair@co.humboldt.ca.us
COUNTY WEBSITE	WEBSITE	http://www.co.humboldt.ca.us

DATE RFP ISSUED: Monday, January 30th, 2023

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HUMBOLDT COUNTY RFP #212- Workforce Innovation and Opportunity Act Rapid Response and Lay-Off Aversion Program Services

Submit With RFP

RFP SIGNATURE AFFIDAVIT	
NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	
PHONE #:	
FAX #:	
EMAIL:	

Government Code Sections 6250 *et seq.*, the “Public Records Act,” define a public record as any writing containing information relating to the conduct of public business. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

In signing this proposal, I certify that this firm has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned is an authorized representative of the above named firm and hereby agrees to all the terms, conditions, and specifications required by the County in this Request for Proposal and declares that the attached proposal and pricing are in conformity therewith.

Signature

Title

Name (type or print)

Date

This firm hereby acknowledges receipt / review of the following addendum(s) (If any)

1.0 DEFINITIONS

- A. **Addendum** – An amendment or modification to the Request for Proposal.
- B. **County** – County of Humboldt.
- C. **Layoff Aversion**-Strategies and activities that prevent or minimize the duration of unemployment resulting from layoffs.
- D. **Proposal** – An offer submitted in accordance with this RFP to provide an ongoing service for a specified sum of money.
- E. **Proposer** – Any individual or business responding to this Request for Proposal.
- F. **Rapid Response**-Rapid Response is a pro-active, business-focused, and flexible strategy designed to respond to layoffs and plant closings by quickly coordinating services and providing immediate aid to companies and their affected workers.
- G. **RFP** – Request for Proposal.
- H. **WIOA**- Workforce Innovation and Opportunity Act (2014) is the primary federal workforce development legislation to bring about increased coordination among federal workforce development and related programs, which replaced the previous Workforce Investment Act of 1998 (WIA).

2.0 INTRODUCTION

Statement of Purpose

The County of Humboldt (County), under the direction of the Humboldt County Workforce Development Board (HC-WDB) issues this Request for Proposals (RFP) to solicit Program Operators for the Rapid Response and Lay-Off Aversion programs.

The HC-WDB receives funding annually for Rapid Response (RR) and Lay-Off Aversion (LA) programming. The purpose of this funding is to prevent reductions in workforce at private sector companies, connect the private and public sector to services provided at the America’s Job Center of California (AJCC), and provide RR and LA services as guided by both state and federal agencies

Funding for any agreements resulting from this RFP comes from the Workforce Innovation and Opportunity Act (WIOA), through California’s Employment Development Department (EDD). Federal funds are subject to tracking and annual

monitoring requirements. The County is seeking a qualified professional(s) or organization(s) to provide services through the term of July 1, 2023-June 30, 2027.

3.0 SCOPE OF SERVICES

This document only presents a preliminary scope of services to generally communicate the County's expectations. A final scope of services will be developed by the County and the successful Proposers. All Proposers will be held strictly to the technical, service and capability requirements outlined in this RFP, and such requirements will be incorporated into the final Professional Services Agreement. The County's Economic Development Division desires a range of professional RR and LA services to achieve the goals outlined above.

Anticipated Services

The outline of anticipated services (Section 3.1) will allow the County to compare proposals. The precise scope of services to be incorporated into the final Professional Services Agreement will be based upon the successful proposal and may be the subject of negotiations between the County and the successful Proposers.

Based upon the County's outline of services, the Proposers shall prepare a complete description of the scope of services which the Proposer intends to perform in order to meet the project goals (see Section 2.0) and anticipated services (see Section 3.1).

3.1 Outline of Anticipated Services

The HC-WDB seeks a contractor or team of contractors to design and operate a program that will avert layoffs, including but not limited to the following services:

1. Engage business managers and owners of Humboldt County, CA, develop trust and assess risk factors that could result in the business reducing their workforce or closing (e.g. layoff employees).
2. Provide access to business expertise and information customized to help the business management team define and execute strategies that will avert layoffs.
3. Identify the most likely businesses and sectors of business to need this service.
4. Develop and circulate outreach materials.
5. Refer participants to the America's Job Center of California.
6. Potentially develop job fairs or information expo focused on dislocation events, at or not at the dislocation site.
7. Coordinate routine collaborative meetings with partner agencies.
8. Conducting business engagement activities.
9. Conducting research on business activities.
10. Devising layoff aversion strategies with employer.
11. Providing layoff aversion technical assistance with employer.
12. Conducting business service workshops.

13. Identify training needs for employed workers that could enhance business competitiveness.
14. Track activities, outcomes and provide regular reporting in compliance with local, EDD and WIOA funding requirements.
15. Provide input useful to outreach with employers.
16. Provide closure risk mitigation. The steps include; identification, assessing the situation, ranking the threats, and assisting the business in developing a plan.

3.2 Development Process

It is expected that the successful Proposers will accept input and guidance from the County Economic Development Team in order to develop a program scope that best meets the needs of the County’s vision and goals. The successful Proposers will also be expected to maintain timely and regular communication with the County’s Workforce Development Team throughout the duration of the project. Throughout the project, the successful Proposer shall communicate any additional strategies the Proposers feels would improve project outcomes.

3.3 Reporting Requirements

Designated proposer(s) will be required to track and report funded RR and LA activities the manner required by applicable local, state, and or federal agencies.

4.0 SCHEDULE OF EVENTS

The following represents the County’s best estimate of the RFP schedule. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m., Pacific Time.

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the schedule of events shall be provided to all Proposers. The following dates are tentative and may be subject to change.

EVENT	DATE
RELEASE OF REQUEST FOR PROPOSAL	January 30, 2023
DEADLINE FOR SUBMISSION OF QUESTIONS Email: sadair@co.humboldt.ca.us	March 15, 2023, 5 p.m. PST
DEADLINE FOR PROPOSALS <u>TO BE RECEIVED</u>	March 31, 2023, 5:00. p.m. PST
RFP EVALUATION PROCESS	April 10, 2023

NEGOTIATION AND CONTRACT FINALIZATION	May 15, 2023
RECOMMENDATION OF AWARD TO COUNTY BOARD OF SUPERVISORS (AGENDA ITEM)	June 13, 2023
START DATE	July 1, 2023
TIMELINE FOR COMPLETION OF PROJECT COMPLETION-	This will be a 4-year contract

5.0 TERM OF AGREEMENT

The term of the Professional Services Agreement shall commence upon execution of the parties and shall continue for four (4) years.

6.0 PROPOSAL SUBMITTAL

Proposers shall prepare and submit one (1) original and one (1) additional hardcopy of the proposal by **5:00 p.m., Pacific Standard Time on March 31, 2023**. Proposals shall be signed by an authorized agent and placed in a sealed package clearly marked **RFP #212**. Unsigned Proposals will be rejected.

Proposals shall be delivered or mailed to:

HUMBOLDT COUNTY ECONOMIC DEVELOPMENT DEPARTMENT
 Attention: Scott Adair
 Director of Economic Development/Humboldt County WDB Executive Director
 825 5th Street #112
 Eureka, California 95501
 Email: sadair@co.humboldt.ca.us

Proposals submitted to any other County office other than the Economic Development Division will be rejected and returned to the Proposer unopened.

Any proposal received after the above-mentioned time and date for submittal, whether by mail or otherwise, will not be considered (postmarks will not be accepted in lieu of this requirement). It is the sole responsibility of the Proposer to ensure that its proposal is received before the submittal deadline. Proposals received after the time and date for submittal by mail or otherwise will be returned unopened. However, nothing in this RFP

precludes the County from requesting additional information at any time during the proposal evaluation process.

Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication.

7.0 PUBLIC RECORDS AND TRADE SECRETS

All proposals and materials submitted become the property of the County and are subject to disclosure under the Public Records Act, Government Code Sections 6250 *et seq.*

This Request for Proposal and all responses are considered public information, except for specifically identified trade secrets, which will be handled according to applicable state laws and regulations. Any page of the proposal that is deemed to be a trade secret by the Proposer shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch size letters. Proprietary information will not be released, if Proposer agrees to indemnify, defend, and hold harmless the County in any action brought to compel disclosure of such information. The Proposer, by submitting proprietary information, agrees that the County's failure to contact the Proposer prior to the release of such information will not be a basis for liability by County or any County employee.

8.0 GENERAL REQUIREMENTS AND INFORMATION

8.1 General Instructions

1. All proposals must be submitted in accordance with the standards and specifications contained within this RFP and must contain a signed and completed Signature Affidavit.
2. Proposals must be typed uniformly on letter size (8 ½" X 11") white paper, single sided or double sided, with each section clearly titled and each page consecutively numbered.
3. Proposals must be clean and suitable for copying.
4. Proposals must be complete and specific unto themselves. For example, "*See Enclosed Manual*" will not be considered an acceptable response.
5. The proposal shall be concise and to the point.
6. Receipt of all addenda, if any, must be acknowledged on the bottom of the RFP Signature Affidavit Sheet.

8.2 Right of County to Reject Proposals

The County reserves the right to reject any and all proposals or to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of a proposal.

8.3 Proposal Modification

Any Proposer who wishes to make modifications to a proposal already received by the County must withdraw his/her proposal. All handwritten modifications must be made in ink, properly initialed by Proposer's authorized representative, executed, and submitted in accordance with the terms and conditions of this RFP. It is the responsibility of the Proposer to ensure that the modified proposal is resubmitted before the submission deadline of March 31, 2023. Proposals cannot be changed or modified after the submission deadline.

8.4 Award of Agreement

The County reserves the right to negotiate the terms of the Professional Services Agreement for this project with one or more proposers. All proposers may be requested to make presentations and shall negotiate in good faith in accordance with direction from the County. Any delay caused by Proposer's failure to respond to direction from the County may lead to a rejection of the proposal.

The award of an agreement, if made by the County, will be based upon a total review and analysis of each proposal and projected costs. If the County determines, after further evaluation and negotiation, to award an agreement, a Professional Service Agreement shall be sent to the successful Proposer(s) for the Proposer's signature. No proposal shall be binding upon the County until the Professional Services Agreement is signed by duly authorized representatives of the selected Proposer(s) and the County.

8.5 Cost of Proposal Preparation

The County shall not pay any costs resulting from or associated with Proposer's participation in the RFP process, including the preparation of any proposal.

8.6 Notification of Withdrawal of Proposal

Proposer may withdraw its proposal at any time prior to the date and time specified for proposal submission upon formal written notice. Proposals will become the property of the County after the submission deadline.

9.0 REQUIRED FORMAT OF PROPOSAL

To be considered, proposals must contain the elements outlined in this section. Failure to include any requested information may result in the rejection of the proposal. **While each proposal needs to contain the sections outlined below, proposers are encouraged to take creative license in their format and presentation.**

- A. RFP Signature Affidavit
- B. Proposal Table of Contents
- C. Corporate/Company/Agency Profile
- D. Description of Services
- E. Technical Capabilities

- F. Disaster Recovery Plan
- G. Implementation Timeline
- H. Cost Proposal
- I. Documentation
- J. Evidence of Insurability/Business Licenses
- K. Exceptions, Objections and Requested Changes
- L. Identification and Description of Potential Conflicts of Interest

A. RFP Signature Affidavit

The RFP Signature Affidavit must be signed by an authorized representative. Signature authorization on the RFP Signature Affidavit shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, including but not limited to, terminating any agreement resulting therefrom.

B. Proposal Table of Contents

The proposal shall include a comprehensive table of contents that identifies submitted material by sections in the order listed above and with sequential page numbers.

C. Corporate/Company/Agency Profile

The proposal shall include a narrative which identifies the Proposer's ability to provide the services as specified in this RFP. The Corporate/Company/Agency Profile should be concise and clear and include descriptive information regarding service delivery capabilities. The narrative must include, at a minimum, the following items:

1. Proposer's Business name, legal business status and company size (total number of current staff).
2. An overview of Proposer's current and previous business activities, including:
 - a. The history of Proposer's firm.
 - b. The number of years Proposer has been operating under the present business name, and any prior business names.
 - c. The number of years Proposer has been providing services equivalent to those presented in the proposal.
 - d. Proposer's mission statement.
3. A detailed description of any fraud convictions related to public contracts (if applicable).
4. A detailed description of any current or prior debarments, suspensions or other ineligibility to participate in public contracts (if applicable).

5. A detailed description of any federal or state violations of industry or regulatory requirements (if applicable).
6. A detailed statement of qualifications, including:
 - a. The number of staff that will be providing services to the County.
 - b. The physical location address of all facility(s) from which services to the County will be provided, and the staff allocation at each facility.
 - c. Identification of the project manager, alternate project manager, and key project team members, including an organizational chart and resumes of each representative.
 - d. A summary of the experience and technological expertise of the staff who will design, develop and maintain any proposed website, social media output, etc. including specific experience with other public agencies.
 - e. The name, position, phone number, and email address for each person responsible for day-to-day customer service. This contact person will be given to County Departments as their contact for customer service.
7. A detailed description of Proposer's policies regarding quality assurance.
8. A detailed description of any earth-friendly policies and practices Proposer has implemented, or plans to implement, in order to help minimize adverse environmental and health-related impacts associated with its business operations.
9. Whether the Proposer holds a controlling or financial interest in any other organizations, or is owned or controlled by any other person or organization. If none, that must be stated.

D. Description of Services

The proposal shall include a complete description of the scope of the services (including major tasks and subtasks) that the Proposer intends to provide in order to meet the objectives and requirements specified in this RFP. The narrative must include, at a minimum, the following items:

1. A detailed description of how the proposed services will be performed.
2. A list of any anticipated services outlined in Section 3.1 of this RFP that are not included in the proposed services and the reasons for exclusion.
3. A detailed description of Proposer's specific management expertise that ensures satisfactory contract performance.
4. A detailed description of the expected communication channels between Proposer and the County to ensure that services will be performed to the County's satisfaction, including how potential problems will be resolved.

5. A detailed description of any innovations and procedural enhancements that Proposer believes may add value to the proposed project.

E. Technical Capabilities

The Proposal shall include a narrative describing Proposer's technical capabilities for providing the proposed services. In addition, if Proposer intends on subcontracting portions of the proposed services, the narrative shall provide: the name of each subcontractor; each subcontractor's role in the project; the percentage of the project each subcontractor will complete; and the location of where the work will be performed. Listed subcontractors may not be substituted or replaced, and additional subcontractors may not be added to the project without prior approval from the County. If the Proposer is intending on employing offshore resources, the narrative shall also include a complete description of how the data sources, quality control and communication will be performed.

F. Disaster Recovery Plan

The proposal shall include a draft Disaster Recovery Plan outlining the solutions for potential staffing shortages, power outages, system crashes, road closures, or facility shutdowns, that may occur in the event of a natural disaster. Examples include, backup personnel, alternate facilities, distribution centers and other resources.

G. Implementation Plan and Timeline

The proposal shall include a detailed implementation plan and timeline for the first 12 months of the project. The scheduled milestones should be expressed in terms of days, weeks, or months from the time an agreement is executed. It is the County's intention to execute an agreement with the successful Proposer on or about July 1, 2023. The County reserves the right to determine the implementation timetable based on calendar and fiscal restraints.

H. Cost Proposal

The Proposal shall include an itemized list of the costs for all of the proposed services, software licenses, manuals, documentation, training-related expenses and other materials to be provided in connection with the proposed project (Exhibit B – Cost Proposal Form). In providing costing information, staffing levels and hourly rates shall be provided. Proposers can expect the Professional Services Agreement to be developed on a not-to-exceed price basis.

Proposer agrees that the price quotes listed on Exhibit B include all taxes and are the maximum they will charge during the term of any agreement awarded. In addition to completing Exhibit B, Proposer may attach a narrative to clarify any pricing data

submitted therein. The following is an outline of the general information and requirements applicable to price quotes:

1. Submitted prices shall be valid for a minimum of 180 days from the proposal submission deadline of March 31, 2023.
2. Price quotes shall include any and all payment incentives available to the County.
2. Price quotes shall include any exceptions, deviations, and clarifications pertinent to the service and/or goods that may assist in the evaluation of your proposal.

Contracts will be cost reimbursable with billing required. Contractors are required to provide detailed line item budgets on forms provided by County of Humboldt. All costs reported and final cost statements shall be supported by appropriate accounting documentation

I. Documentation

The proposal shall include a narrative describing all invoices, training materials and any other pertinent documents that will be used to facilitate the terms and conditions of this RFP. Samples of each document described in this section shall be attached to the proposal.

J. Evidence of Insurability/Business Licenses

All Proposers shall submit evidence of eligibility for all insurances required by Section 15 of the sample Professional Services Agreement (see Exhibit C). Upon the award of an agreement, the successful Proposer will have 10 calendar days to produce certificates of the required insurance, including a certified endorsement naming the County as additional insured. Additional insurance should not be purchased until an agreement has been awarded.

In addition, all Proposers shall certify the possession of any and all required licenses or certifications. A copy of current business licenses or other applicable licenses must be submitted with the proposal.

K. Exceptions, Objections and Requested Changes

The Proposer should carefully review the terms and conditions of this RFP and the sample Professional Services Agreement. Any exceptions, objections or requested changes to the RFP or the sample Professional Services Agreement shall be clearly stated and explained in the proposal. Descriptions of any exceptions, objections or requested changes should include the page and paragraph number of the portion of the RFP or sample Professional Services Agreement being referenced.

Protests based on any exception, objection or requested change shall be considered waived and invalid by the County if the exception, objection or requested change is not clearly identified and explained in the proposal.

L. Identification and Description of Potential Conflicts of Interest

The proposer should identify and document any potential conflicts of interest that may arise throughout the duration of the proposed contract period.

10.0 EVALUATION CRITERIA AND REVIEW PROCESS

After the proposals are received and opened by the County, the County shall review and evaluate all proposals for responsiveness to the RFP, in order to determine whether the Proposer possesses the qualifications necessary for the satisfactory performance of the services required therein. The County may also investigate qualifications of all Proposers to whom the award is contemplated, and the County may request clarifications of proposals directly from one or more Proposers.

In reviewing the proposals, the County may consider the following:

EVALUATION CRITERIA	RATING POINTS
Overall experience of proposer with state and federal funding	20
Proposed Design	25
Specific experience of the proposer in providing desired and proposed services	20
Availability and Accessibility to County Staff	5
Cost of providing the proposed services	20
County’s past experience with contractor	10
Total	100

All proposals will be evaluated by an evaluation panel made up of County staff and Humboldt County Workforce Development Board Members. All contacts during the review selection phase will only be through the RFP Administrator, Scott Adair (see Section 11.0 for contact information). Attempts by the Proposer to contact any other County representative may result in disqualification of a proposal. The RFP Administrator will present the evaluation results to the County Board of Supervisors for review and approval on or about June 13, 2023.

The evaluation process is designed to award the procurement not necessarily to the Proposer of least cost, but rather to the Proposer(s) with the best combination of attributes based upon the evaluation criteria. Therefore, proposals are evaluated against the evaluation criteria in this RFP and not against other proposals.

The County reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the County and, if held, shall be after initial evaluation of the proposals. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

11.0 INTERPRETATION OF RFP

The Proposer is responsible for meeting all the requirements, specifications, and conditions stated in this RFP and the sampler Professional Service Agreement. If the Proposer finds discrepancies in or omissions from the RFP or is in doubt as to the meaning of a particular portion thereof, a written request for interpretation or correction should be made to the County. Such inquires shall be directed to:

Scott Adair
Director of Economic Development/Humboldt County Workforce Development
Board Executive Director, County of Humboldt Economic Development Division
825 5th St #112
Eureka, CA 95501
Telephone: 707-445-7745
Email: sadair@co.humboldt.ca.us

Any changes to the RFP will be made and distributed only by written addendum, and will be posted on the County's Purchasing website at <http://www.co.humboldt.ca.us/purchase>.

12.0 OWNERSHIP AND INTELLECTUAL PROPERTY

1. All products, graphics, domain names, content developed during the course of the project/under this scope of work shall be owned solely by the County, together with any and all underlying software, object codes, digital programming and source codes. Any type of Source files, which would be necessary for the County to update or change the design of any project deliverables, must be delivered at the end of the project.
2. All intellectual property developed in connection with the project will be owned solely by the County.
3. In developing project materials, the successful Proposer shall not infringe or violate the copyright or other intellectual property rights of third parties.
4. The successful Proposer is responsible for securing various rights, licenses, clearances and other permissions related to works, graphics or other copyrighted materials to be used or otherwise incorporated in the project.
5. All applicable copyright notices will be displayed on the project outputs.

13.0 LIQUIDATED DAMAGES

If the work necessary to complete the project scope of work is not finished by the time of completion set forth in the final Professional Services Agreement, damage will be sustained by the County, and it will be impracticable and extremely difficult to ascertain and determine the amount thereof. Therefore, the Proposer will be required to pay the County a mutually agreed upon sum per day for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed. Additionally, the Proposer will be required to pay said liquidated damages, and the County may deduct the amount thereof from any moneys payable or that may become payable to the Proposer under the Professional Services Agreement.

14.0 CONFLICT OF INTEREST

Proposer warrants and covenants that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or assist in the procuring of the resulting agreement, nor that any such person will be employed in the performance of such agreement without immediate divulgence of such fact to the County. Selected Proposers and corresponding agency staff will also be required to adhere to the Humboldt County Workforce Development Board's Conflict of Interest Policy and provide signed attestation forms from staff that preforms activities under the Rapid Response and Lay-Off Aversion programs.

15.0 CANCELLATION OF RFP PROCESS

The RFP process may be canceled after opening proposals, prior to award, if the County determines that cancellation is in the best interest of the County.

The County reserves the right to amend or modify the Scope of Services prior to the award of proposal, as necessity may dictate, and to reject any and all proposals hereunder. This RFP does not commit the County to award an agreement and it shall not pay any costs incurred in the preparation of a proposal in response to this request. The County reserves the right to accept or reject any or all proposals received as a result of the request, to negotiate with any qualified source or to cancel in part or in its entirety this RFP, if it is in the best interest of the County in its sole determination.

16.0 ADDITIONAL REFERENCE MATERIALS

US Dept. of Labor – Workforce Innovation and Opportunity Act Information
<http://www.doleta.gov/WIOA/>

Humboldt County Workforce Development Board
<https://www.gohumco.com/162/HC-WDB-Meetings-and-Governance>

Humboldt County Workforce Development Board Local and Regional Plans, 2021-2024
<https://www.gohumco.com/170/HC-WDB-Local-and-Regional-Plans>



COUNTY of HUMBOLDT COUNTY ADMINSTRATIVE OFFICE
OFFICE OF ECONOMIC DEVELOPMENT
825 5th Street #112, Eureka, CA 95501
Telephone (707) 445-7745 Fax (707) 445-7219
sadair@co.humboldt.ca.us

Request for Proposals

**#213-Workforce Innovation and Opportunity Act Adult and Dislocated Worker Program
Services and America's Job Center of California Job Market Operator**

Statement of Purpose

The County of Humboldt, under the direction of the Humboldt County Workforce Development Board (HC-WDB) issues this Request for Proposals (RFP) to solicit Program Operators for the Adult and Dislocated Worker programs and America's Job Center of California Job Market Operator.





**Request for Proposal (RFP)
Cover Page**
County Administrative Office
Economic Development Division
County of Humboldt, Eureka, CA

COUNTY AGENCY

Economic Development

RFP NUMBER

#213

RFP TITLE

Workforce Innovation and Opportunity Act Adult and Dislocated Worker Program Services and America's Job Center of California Job Market Operator

PURPOSE

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal to solicit Program Operators for the Adult and Dislocated Worker programs and America's Job Center of California Job Market Operator.

**DEADLINE FOR
RFP SUBMISSION**

DEADLINE FOR PROPOSALS TO BE RECEIVED

March 31, 2023

5:00 p.m. Pacific Standard Time

LATE, FAXED OR UNSIGNED PROPOSALS WILL BE REJECTED

**SUBMIT RFP TO
THIS ADDRESS**

HUMBOLDT COUNTY ECONOMIC DEVELOPMENT DIVISION
Attn: Scott Adair
Director of Economic Development/Humboldt County WDB Executive Director
825 5th Street #112
Eureka, CA 95501

**SPECIAL
INSTRUCTIONS**

- Label the lower left corner of your sealed submittal package with the RFP #213 WIOA Adult and Dislocated Worker and AJCC Job Market Operator**
- Submit one digital and one original hardcopy of proposal with required forms.**

**DIRECT ALL INQUIRES
TO**

NAME	Scott Adair
TITLE	Director of Economic Development/Humboldt County Workforce Development Board Executive Director
PHONE #	(707) 445-7745
FAX #	(707) 445-7219
EMAIL	sadair@co.humboldt.ca.us

COUNTY WEBSITE

WEBSITE <http://www.co.humboldt.ca.us>

DATE RFP ISSUED: Monday, January 30th, 2023

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HUMBOLDT COUNTY RFP #213- Workforce Innovation and Opportunity Act Rapid Response and Lay-Off Aversion Program Services and America’s Job Center of California Job Market Operator

Submit With RFP

RFP SIGNATURE AFFIDAVIT	
NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	
PHONE #:	
FAX #:	
EMAIL:	

Government Code Sections 6250 *et seq.*, the “Public Records Act,” define a public record as any writing containing information relating to the conduct of public business. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

In signing this proposal, I certify that this firm has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned is an authorized representative of the above named firm and hereby agrees to all the terms, conditions, and specifications required by the County in this Request for Proposal and declares that the attached proposal and pricing are in conformity therewith.

Signature

Title

Name (type or print)

Date

This firm hereby acknowledges receipt / review of the following addendum(s) (If any)

Addendum # Addendum # Addendum # Addendum #

1.0 DEFINITIONS

- A. **Addendum** – An amendment or modification to the Request for Proposal.
- B. **County** – County of Humboldt.
- C. **Proposal** – An offer submitted in accordance with this RFP to provide an ongoing service for a specified sum of money.
- D. **Proposer** – Any individual or business responding to this Request for Proposal.
- E. **RFP** – Request for Proposal.
- F. **WIOA**- Workforce Innovation and Opportunity Act (2014) is the primary federal workforce development legislation to bring about increased coordination among federal workforce development and related programs, which replaced the previous Workforce Investment Act of 1998 (WIA).

2.0 INTRODUCTION

Statement of Purpose

The County of Humboldt, under the direction of the Humboldt County Workforce Development Board (HC-WDB) issues this Request for Proposals (RFP) to solicit competitive proposals for an America’s Job Center of California (AJCC) Job Market Operator and the comprehensive delivery of Adult and Dislocated Worker career services under the Workforce Innovation and Opportunity Act (WIOA) for Humboldt County.

Funding for these programs is provided under WIOA and must be delivered in accordance with WIOA rules and regulations, guidance from US Department of Labor (DOL), the State of California and policies set forth by the HC-WDB. Funding amounts can vary depending on Federal and State budgets. Funding of contracts will be according to actual availability of funds.

Additional funding may become available as the HC-WDB secures discretionary grants, and the contract may be amended accordingly.

The contract award period will be July 1, 2023 through June 30, 2027.

Description of the Workforce System in Humboldt County

Humboldt County has been designated as a Local Workforce Development Area under the WIOA by the Governor of the State of California. America’s Job Center of California (AJCC), locally known as The Job Market, is a comprehensive center that aligns service delivery among multiple mandated agencies in Humboldt County. In order to be responsive to industry needs and produce a skilled workforce, coordination and collaboration among key employment, education and training programs is crucial.

The Job Markets Mission Statement and Goals:

Bringing together workforce development, educational, economic development and other employment services in a seamless customer-focused delivery network that enhances access to program services and improves long-term employment outcomes. As AJCC partners, we are committed to administering our independently funded programs as a set of integrated streamlined services to job seekers and employers, by:

- Helping businesses find skilled workers and access other support services, including education and training, for their current workforce;
- Providing an array of employment and business services and connecting customers to work-related training and education;
- Continuing to align investments in workforce, education and economic development to regional in-demand jobs; and
- Reinforcing partnerships and strategies to provide job seekers and workers with high-quality career services, education and training, and supportive service needed to get good jobs and stay employed.

Partners to the AJCC include:

- WIOA Title I Adult, Dislocated Worker, and Adult – Humboldt Workforce Coalition (HWC)
- WIOA Title II Adult Education and Literacy – College of the Redwoods (CR)
- WIOA Title III Wagner Peysers – State of CA Employment Development Department (EDD)
- WIOA Title IV Vocational Rehabilitation – State of CA Department of Rehabilitation (DOR)
- Carl Perkins Career Technical Education – College of the Redwoods (CR)
- Title V, Older American Act – American Association of Retired Persons (SCE AARP)
- Native American Programs (Section 166) – Northern California Indian Development Council (NCIDC)
- Migrant Seasonal Farmworkers (Section 167) – California Human Development (CHD)
- Veterans - State of CA Employment Development Department (EDD)
- Trade Adjustment Assistance Act - State of CA Employment Development Department (EDD)
- Unemployment Insurance – State of CA Employment Development Department
- Second Chance- Department of Health and Human Services, Employment and Training Division (DHHS ETD)
- Temporary Assistance for Needy Families – Department of Health and Human Services, CalWORKs Division

Additional Partners approved by the HC-WDB:

- Business Services – North Coast Small Business Development Center (NCSBDC)
- Workforce & Community Education: College of the Redwoods (CR)
- North Coast Regional Department of Child Support Services (NCRDCSS)
- Department of Health and Human Services, CalFresh Division
- Humboldt County Probation Department

3.0 ELIGIBILITY

3.1 Eligible Agencies Eligible to Apply

Per the Workforce Innovation and Opportunity Act (WIOA) law eligible entities may be a single public, private, or non-profit entity or consortium of entities. If a consortium of entities consists of AJCC partners, it must include a minimum of three of the required AJCC partners. Only current AJCC partners may apply. Eligible entities include:

- An institution of higher education.
- An employment service state agency established under the Wagner-Peyser Act.
- A community-based organization, nonprofit organization, or workforce intermediary.
- A private for-profit entity.
- A government agency or governmental unit, such as, local or county governments, school districts, state agencies, and federal WIOA partners.
- Another interested organization or entity, which may include a local chamber of commerce or other business organization, or a labor organization. (WIOA Section 121[d][2][B])

The HC-WDB will select the best qualified and most cost-effective AJCC operator and career service provider through this RFP and resulting negotiations. The selected organization(s) will be recommended to the Humboldt County Board of Supervisors for concurrence. The selected organization(s) will enter into a contract with the County of Humboldt, overseen by the HC-WDB and staff.

3.2 Agencies Not Eligible to Apply

An entity may not compete for funds if:

- The entity has been debarred or suspended or otherwise determined to be ineligible to receive federal funds by an action of any governmental agency
- The entity's previous contract with the County of Humboldt and/or Workforce Development Board was terminated for cause;
- The entity has not complied with an official order to repay disallowed costs incurred during its conduct of programs or services;

- The entity’s name appears on the convicted vendors list;
- The entity is a private company that is majority owned by a member of the HC-WDB, the Humboldt County Board of Supervisors or their staff.

4.0 SCOPE OF SERVICES

4.1 Roles and Responsibilities

Job Market Operator:

- Coordinate the service delivery of required AJCC partners and service providers.
- Ensure the implementation of partner responsibilities and contributions agreed upon in the Memorandum of Understanding.

Adult and Dislocated Worker Career Services Provider:

- Provide basic career services including but not limited to participant intake, orientations, initial assessments, employment services, and referrals to other partners and services.
- Provide individualized career services including but not limited to comprehensive and specialized assessments, case management, individual employment plans, career planning, and vocational counseling.
- Manage the daily operations in coordination with local fiscal agents for the lease, utilities, and other property activities in support of AJCC premises.
- Manage the hours of operation for The Job Market.

The responsibilities of both the Job Market Operator and Adult and Dislocated Worker Career Services Provider includes:

- Report to Local Boards on operations, performance, and continuous improvement recommendations.
- Implement policies established by Local Boards.
- Adhere to all applicable federal and state guidance.

4.2 Description of Services

The Job Market Operator is intended to align regional planning efforts through aligning, coordinating, and integrating programs and services on a regional basis.

Adult and dislocated worker services being solicited under this RFP are career (basic and individualized), training, and follow up services intended to prepare low-skilled adults and/or dislocated workers to successfully enter and complete post-secondary education and/or a career in an approved cluster/sector, and improve long-term employment outcomes.

Adult program services offer the above activities to eligible individuals, 18 and older who are registered into the WIOA program. The priority of service is: Veterans and their

eligible spouses, recipients of public assistance and low income residents. Dislocated Worker program services also consist of the same activities available to adults, but the individuals are eligible by being dislocated from a job.

Career Services include:

- Eligibility determination
- Intake and orientation to the information and other services available through the Job Market delivery system
- Initial assessments of skill levels
- Comprehensive and specialized assessments
- Supportive services
- Job search and placement assistance
- Labor market information
- Referrals and coordination with other AJCC partners
- Short-term prevocational services
- Internships and work experiences
- Workforce preparation training
- Financial literacy services
- English language acquisition
- Follow up services

Training Services include:

- Occupational skills training
- On-the-job training
- Incumbent worker training
- Entrepreneurial training
- Job readiness training
- Customized training

4.2 Performance Accountability Measures

Below are the WIOA Performance Outcomes for adults recently established by the U.S. Department of Labor/Employment and Training Administration (US-DOL/ETA). Performance levels for these outcomes are negotiated annually at the federal, state and local level.

- The percentage of program participants who are in education or training activities, or in unsubsidized employment, during the second quarter after exit from the program;
- The percentage of program participants who are in education or training activities, or in unsubsidized employment, during the fourth quarter after exit from the program;
- Median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program;
- The percentage of program participants who obtain a recognized postsecondary credential, or a secondary school diploma or its recognized equivalent during participation in or within one year after exit from the program;
- The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains toward such a credential or employment; and
- Effectiveness in serving employers. This measure is still being determined by the State.

5.0 Contractor Responsibilities

Agencies awarded contracts to provide services will be responsible for the following:

- (1) Supporting the Job Market Mission Statement and Goals.
- (2) Providing and training qualified staff to plan and administer the program;
- (3) Providing specified services to eligible adults and dislocated workers;
- (4) Coordinating and tracking management information systems and paperwork associated with WIOA;
- (5) Coordinating with HC-WDB administrative staff to ensure that required performance reports and fiscal claims are submitted in entirety and on time;
- (6) Attend in-service training sessions and regularly scheduled operator meetings;
- (7) Implementing strategy for effective program evaluation and continuous improvement;
- (8) Coordinating collaborative partnerships and providing primary administrative oversight related to services offered to adults and dislocated workers.

5.1 Record Keeping

Contractor shall maintain all records that are pertinent to the activities to be funded under this Agreement. Records for non-expandable property acquired with funds under this Agreement shall be retained for four years after final disposition of such property. Records for any displaced person must be kept for four years after he/she has received final payment. Notwithstanding the foregoing, Contractor shall retain all books, records, accounts, documentation, and all other materials relevant to the Agreement for a period of four (4) years from the date of termination of the Agreement, or four (4) years from the

conclusion or resolution of any and all audits or litigation relevant to the Agreement and any amendments, whichever is later.

Contractor(s) will be expected to maintain complete fiscal and accounting records including, but not limited to: backup documentation to the contract budget, demonstration of acceptable accounting methods to disburse costs, and demonstration of the 30% minimum expenditure rate for trainings and an additional 10% for supportive services.

5.2 Reporting

Bidders awarded contracts will be responsible for meeting mandated WIOA data collection requirements for participant-level data, including participant activity records and service case notes. The State reporting and client management system used is CalJOBS and all staff will be required to use the database.

Contractor(s) will ensure that fiscal claims are submitted in entirety and the manner prescribed by the County Fiscal Officer. Contractors shall receive reimbursement for costs by submitting monthly invoices. Contractor(s) will be responsible for monthly breakout of costs expended on out-of-school youth to ensure that the 75% minimum funding condition is being met.

5.3 Monitoring

The Contractor(s) selected for this program may be visited at any time by representatives of the HC-WDB, County of Humboldt staff, State of California, Department of Labor, or Contractors of these units of government, and others who have a direct concern in administration of WIOA projects. All organization records must be available for inspection. All areas of the project will be subject to examination and could include but is not limited to: inspection of participants' personnel files and applications, and the financial bookkeeping records. WIOA participants may be interviewed to verify eligibility, ensure proper personnel procedures required under the Act are being followed, and to ensure provision of adequate services as prescribed by contract. In addition, monitoring may include interviews with employers, supervisors, instructors, and staff of organizations partnering with the Contractor(s) to ensure provision of agreed upon services.

5.4 Auditing and Inspections

Contractor shall allow County to monitor and audit the performance of the Agreement for conformity with its state and/or federal contractual obligations. County has the right to monitor all activities related to the Agreement, including the right to review and monitor Contractor's records, programs or procedures, at any time, as well as the overall operation of Contractor's programs in order to ensure compliance with the terms and conditions of the Agreement.

All Contractor records with respect to any matters covered by the Agreement shall be made available to the County, WIOA, DOL, and/or any designees of the State of California or the Federal Government, without restriction, at any time during normal

business hours, and as often as the above-referenced entities deem necessary, to monitor, audit, examine, evaluate, and make excerpts or transcripts of all relevant data. Contractor shall timely respond to any request by County which County deems necessary to evaluate Contractor’s compliance with any County, state, or federal requirements.

Any deficiencies noted in audit reports must be fully cleared by Contractor within thirty (30) days after receipt by Contractor. Failure of Contractor to comply with the above retention, auditing, monitoring, and inspection requirements will constitute a violation of the Agreement and may result in the withholding of future payments and/or termination. Contractor hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning Contractor audits and, as applicable, OMB Circular A-133.

Contractor hereby agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR, Part 200.

5.5 AJCC Partners

Proposers are expected to coordinate services with AJCC existing workforce development system partners (listed on page 7 of this RFP) and other key stakeholders involved in the workforce system. AJCC partners meet regularly to coordinate resources, cross train, referrals, understand access points, and to avoid duplication of services. The meetings also provide a forum to share labor market information and provide professional development and capacity building.

6.0 SCHEDULE OF EVENTS

The following represents the County’s best estimate of the RFP schedule. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m., Pacific Time.

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the schedule of events shall be provided to all Proposers. The following dates are tentative and may be subject to change.

EVENT	DATE
RELEASE OF REQUEST FOR PROPOSAL	January 30, 2023
DEADLINE FOR SUBMISSION OF QUESTIONS Email: sadair@co.humboldt.ca.us	March 15, 2023, 5 p.m. PST
DEADLINE FOR PROPOSALS <u>TO BE RECEIVED</u>	March 31, 2023, 5:00. p.m. PST
RFP EVALUATION PROCESS	April 10, 2023

NEGOTIATION AND CONTRACT FINALIZATION	May 15, 2023
RECOMMENDATION OF AWARD TO COUNTY BOARD OF SUPERVISORS (AGENDA ITEM)	June 13, 2023
START DATE	July 1, 2023
TIMELINE FOR COMPLETION OF PROJECT COMPLETION-	This will be a 4-year contract

7.0 TERM OF AGREEMENT

The term of the Professional Services Agreement shall commence upon execution of the parties and shall continue for four (4) years.

8.0 PROPOSAL SUBMITTAL

Proposers shall prepare and submit one (1) original and one (1) additional copy of the proposal by **5:00 p.m., Pacific Standard Time on March 31, 2023**. Proposals shall be signed by an authorized agent and placed in a sealed package clearly marked **RFP #213**. Unsigned Proposals will be rejected.

Proposals shall be delivered or mailed to:

HUMBOLDT COUNTY ECONOMIC DEVELOPMENT DEPARTMENT
Attention: Scott Adair
Director of Economic Development/Humboldt County WDB Executive Director
825 5th Street #112
Eureka, California 95501
Email: sadair@co.humboldt.ca.us

Proposals submitted to any other County office other than the Economic Development Division will be rejected and returned to the Proposer unopened.

Any proposal received after the above-mentioned time and date for submittal, whether by mail or otherwise, will not be considered (postmarks will not be accepted in lieu of this requirement). It is the sole responsibility of the Proposer to ensure that its proposal is received before the submittal deadline. Proposals received after the time and date for submittal by mail or otherwise will be returned unopened. However, nothing in this RFP

precludes the County from requesting additional information at any time during the proposal evaluation process.

Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication.

9.0 PUBLIC RECORDS AND TRADE SECRETS

All proposals and materials submitted become the property of the County and are subject to disclosure under the Public Records Act, Government Code Sections 6250 *et seq.*

This Request for Proposal and all responses are considered public information, except for specifically identified trade secrets, which will be handled according to applicable state laws and regulations. Any page of the proposal that is deemed to be a trade secret by the Proposer shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch size letters. Proprietary information will not be released, if Proposer agrees to indemnify, defend, and hold harmless the County in any action brought to compel disclosure of such information. The Proposer, by submitting proprietary information, agrees that the County's failure to contact the Proposer prior to the release of such information will not be a basis for liability by County or any County employee.

10.0 GENERAL REQUIREMENTS AND INFORMATION

10.1 General Instructions

1. All proposals must be submitted in accordance with the standards and specifications contained within this RFP and must contain a signed and completed Signature Affidavit.
2. Proposals must be typed uniformly on letter size (8 ½" X 11") white paper, single sided or double sided, with each section clearly titled and each page consecutively numbered.
3. Proposals must be clean and suitable for copying.
4. Proposals must be complete and specific unto themselves. For example, "See *Enclosed Manual*" will not be considered an acceptable response.
5. The proposal shall be concise and to the point.
6. Receipt of all addenda, if any, must be acknowledged on the bottom of the RFP Signature Affidavit Sheet.

10.2 Right of County to Reject Proposals

The County reserves the right to reject any and all proposals or to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of a proposal.

10.3 Proposal Modification

Any Proposer who wishes to make modifications to a proposal already received by the County must withdraw his/her proposal. All handwritten modifications must be made in ink, properly initialed by Proposer's authorized representative, executed, and submitted in accordance with the terms and conditions of this RFP. It is the responsibility of the Proposer to ensure that the modified proposal is resubmitted before the submission deadline of March 31, 2023. Proposals cannot be changed or modified after the submission deadline.

10.4 Award of Agreement

The County reserves the right to negotiate the terms of the Professional Services Agreement for this project with one or more proposers. All proposers may be requested to make presentations and shall negotiate in good faith in accordance with direction from the County. Any delay caused by Proposer's failure to respond to direction from the County may lead to a rejection of the proposal.

The award of an agreement, if made by the County, will be based upon a total review and analysis of each proposal and projected costs. If the County determines, after further evaluation and negotiation, to award an agreement, a Professional Service Agreement shall be sent to the successful Proposer(s) for the Proposer's signature. No proposal shall be binding upon the County until the Professional Services Agreement is signed by duly authorized representatives of the selected Proposer(s) and the County.

10.5 Cost of Proposal Preparation

The County shall not pay any costs resulting from or associated with Proposer's participation in the RFP process, including the preparation of any proposal.

10.6 Notification of Withdrawal of Proposal

Proposer may withdraw its proposal at any time prior to the date and time specified for proposal submission upon formal written notice. Proposals will become the property of the County after the submission deadline.

11.0 REQUIRED FORMAT OF PROPOSAL

To be considered, proposals must contain the elements outlined in this section. Failure to include any requested information may result in the rejection of the proposal. **While each proposal needs to contain the sections outlined below, proposers are encouraged to take creative license in their format and presentation.**

- A. RFP Signature Affidavit
- B. Proposal Table of Contents
- C. Corporate/Company/Agency Profile
- D. Description of Services
- E. Technical Capabilities

- F. Disaster Recovery Plan
- G. Implementation Timeline
- H. Cost Proposal
- I. Documentation
- J. Evidence of Insurability/Business Licenses
- K. Exceptions, Objections and Requested Changes
- L. Identification and Description of Potential Conflicts of Interest

A. RFP Signature Affidavit

The RFP Signature Affidavit must be signed by an authorized representative. Signature authorization on the RFP Signature Affidavit shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, including but not limited to, terminating any agreement resulting therefrom.

B. Proposal Table of Contents

The proposal shall include a comprehensive table of contents that identifies submitted material by sections in the order listed above and with sequential page numbers.

C. Corporate/Company/Agency Profile

The proposal shall include a narrative which identifies the Proposer's ability to provide the services as specified in this RFP. The Corporate/Company/Agency Profile should be concise and clear and include descriptive information regarding service delivery capabilities. The narrative must include, at a minimum, the following items:

1. Proposer's Business name, legal business status and company size (total number of current staff).
2. An overview of Proposer's current and previous business activities, including:
 - a. The history of Proposer's firm.
 - b. The number of years Proposer has been operating under the present business name, and any prior business names.
 - c. The number of years Proposer has been providing services equivalent to those presented in the proposal.
 - d. Proposer's mission statement.
 - e. Proposer's AJCC partner role.
3. A detailed description of any fraud convictions related to public contracts (if applicable).
4. A detailed description of any current or prior debarments, suspensions or other ineligibility to participate in public contracts (if applicable).

5. A detailed description of any federal or state violations of industry or regulatory requirements (if applicable).
6. A detailed statement of qualifications, including:
 - a. The number of staff that will be providing services to the County.
 - b. The physical location address of all facility(s) from which services to the County will be provided, and the staff allocation at each facility.
 - c. Identification of the project manager, alternate project manager, and key project team members, including an organizational chart and resumes of each representative.
 - d. A summary of the experience and technological expertise of the staff who will design, develop and maintain any proposed website, social media output, etc. including specific experience with other public agencies.
 - e. The name, position, phone number, and email address for each person responsible for day-to-day customer service. This contact person will be given to County Departments as their contact for customer service.
7. A detailed description of Proposer's policies regarding quality assurance.
8. A detailed description of any earth-friendly policies and practices Proposer has implemented, or plans to implement, in order to help minimize adverse environmental and health-related impacts associated with its business operations.
9. Whether the Proposer holds a controlling or financial interest in any other organizations, or is owned or controlled by any other person or organization. If none, that must be stated.

D. Description of Services

The proposal shall include a complete description of the scope of the services (including major tasks and subtasks) that the Proposer intends to provide in order to meet the objectives and requirements specified in this RFP. The narrative must include, at a minimum, the following items:

1. A detailed description of how the responsibilities and services outlined in Section 4 will be performed.
2. A list of services outlined in Section 4 of this RFP that are not included in the proposed services and the reasons for exclusion.
3. A detailed description of Proposer's specific management expertise that ensures satisfactory contract performance.

4. A detailed description of the expected communication channels between Proposer and the County to ensure that services will be performed to the County's satisfaction, including how potential problems will be resolved.
5. A detailed description of any innovations and procedural enhancements that Proposer believes may add value to the proposed project.

E. Technical Capabilities

The Proposal shall include a narrative describing Proposer's technical capabilities for providing the proposed services, including the method for establishing deliverables required of the Job Market Operator and Adult and Dislocated Worker Service Provider, and how those will be reported to the HC-WDB. In addition, if Proposer intends on subcontracting portions of the proposed services, the narrative shall provide: the name of each subcontractor; each subcontractor's role in the project; the percentage of the project each subcontractor will complete; and the location of where the work will be performed. Listed subcontractors may not be substituted or replaced, and additional subcontractors may not be added to the project without prior approval from the County. If the Proposer is intending on employing offshore resources, the narrative shall also include a complete description of how the data sources, quality control and communication will be performed.

F. Disaster Recovery Plan

The proposal shall include a draft Disaster Recovery Plan outlining the solutions for potential staffing shortages, power outages, system crashes, road closures, or facility shutdowns, that may occur in the event of a natural disaster. Examples include, backup personnel, alternate facilities, distribution centers and other resources.

G. Implementation Plan and Timeline

It is the County's intention to execute an agreement with the successful Proposer on or about July 1, 2023. The County reserves the right to determine the implementation timetable based on calendar and fiscal restraints.

H. Cost Proposal

All proposers are required to submit a sample budget summary, which includes WIOA funding and in-kind/match amounts and will be used for competitive cost analysis. A detailed budget will be required upon contract award.

The subgrant term will be a four year period beginning on July 1, 2023 and ending on June 30, 2027. All funding is contingent on the availability of federal funds and continued federal authorizations for program activities. At the start of each fiscal year, annual allocation forms will be provided stating the funding amount. Any contract awarded

hereto is subject to amendment or termination due to lack of funds or authorization or due to statutory or regulatory changes.

It is a requirement to spend 30% of total funds on training for clients. It is recommended to include an additional 10% for supportive services.

I. Documentation

The proposal shall include a narrative describing all invoices, training materials and any other pertinent documents that will be used to facilitate the terms and conditions of this RFP. Samples of each document described in this section shall be attached to the proposal.

J. Evidence of Insurability/Business Licenses

All Proposers shall submit evidence of eligibility for all insurances required by Section 15 of the sample Professional Services Agreement (see Exhibit C). Upon the award of an agreement, the successful Proposer will have 10 calendar days to produce certificates of the required insurance, including a certified endorsement naming the County as additional insured. Additional insurance should not be purchased until an agreement has been awarded.

In addition, all Proposers shall certify the possession of any and all required licenses or certifications. A copy of current business licenses or other applicable licenses must be submitted with the proposal.

K. Exceptions, Objections and Requested Changes

The Proposer should carefully review the terms and conditions of this RFP and the sample Professional Services Agreement. Any exceptions, objections or requested changes to the RFP or the sample Professional Services Agreement shall be clearly stated and explained in the proposal. Descriptions of any exceptions, objections or requested changes should include the page and paragraph number of the portion of the RFP or sample Professional Services Agreement being referenced.

Protests based on any exception, objection or requested change shall be considered waived and invalid by the County if the exception, objection or requested change is not clearly identified and explained in the proposal.

L. Identification and Description of Potential Conflicts of Interest

The proposer should identify and document any potential conflicts of interest that may arise throughout the duration of the proposed contract period.

12.0 EVALUATION CRITERIA AND REVIEW PROCESS

After the proposals are received and opened by the County, the County shall review and evaluate all proposals for responsiveness to the RFP, in order to determine whether the Proposer possesses the qualifications necessary for the satisfactory performance of the services required therein. The County may also investigate qualifications of all Proposers to whom the award is contemplated, and the County may request clarifications of proposals directly from one or more Proposers.

In reviewing the proposals, the County may consider the following:

Criteria	Point Value
Overall Program Design	25
Demonstrated Effectiveness	20
Program Management	20
Linkages with Other Agencies	15
Budget and Administrative Capacity	20
Total Points Available	100

All proposals will be evaluated by an evaluation panel made up of County staff and Humboldt County Workforce Development Board Members. All contacts during the review selection phase will only be through the RFP Administrator, Scott Adair (see Section 11.0 for contact information). Attempts by the Proposer to contact any other County representative may result in disqualification of a proposal. The RFP Administrator will present the evaluation results to the County Board of Supervisors for review and approval on or about June 13, 2023.

The evaluation process is designed to award the procurement not necessarily to the Proposer of least cost, but rather to the Proposer(s) with the best combination of attributes based upon the evaluation criteria. Therefore, proposals are evaluated against the evaluation criteria in this RFP and not against other proposals.

The County reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the County and, if held, shall be after initial evaluation of the proposals. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

13.0 INTERPRETATION OF RFP

The Proposer is responsible for meeting all the requirements, specifications, and conditions stated in this RFP and the sampler Professional Service Agreement. If the Proposer finds discrepancies in or omissions from the RFP or is in doubt as to the meaning of a particular portion thereof, a written request for interpretation or correction should be made to the County. Such inquires shall be directed to:

Scott Adair
Director of Economic Development/Humboldt County Workforce Development
Board Executive Director, County of Humboldt Economic Development Division
825 5th St #112
Eureka, CA 95501
Telephone: 707-445-7745
Email: sadair@co.humboldt.ca.us

Any changes to the RFP will be made and distributed only by written addendum, and will be posted on the County's Purchasing website at <http://www.co.humboldt.ca.us/purchase>.

14.0 OWNERSHIP AND INTELLECTUAL PROPERTY

1. All products, graphics, domain names, content developed during the course of the project/under this scope of work shall be owned solely by the County, together with any and all underlying software, object codes, digital programming and source codes. Any type of Source files, which would be necessary for the County to update or change the design of any project deliverables, must be delivered at the end of the project.
2. All intellectual property developed in connection with the project will be owned solely by the County.
3. In developing project materials, the successful Proposer shall not infringe or violate the copyright or other intellectual property rights of third parties.
4. The successful Proposer is responsible for securing various rights, licenses, clearances and other permissions related to works, graphics or other copyrighted materials to be used or otherwise incorporated in the project.
5. All applicable copyright notices will be displayed on the project outputs.

15.0 LIQUIDATED DAMAGES

If the work necessary to complete the project scope of work is not finished by the time of completion set forth in the final Professional Services Agreement, damage will be sustained by the County, and it will be impracticable and extremely difficult to ascertain and determine the amount thereof. Therefore, the Proposer will be required to pay the County a mutually agreed upon sum per day for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed. Additionally, the Proposer will be required to pay said liquidated damages, and the County may deduct the amount thereof from any moneys payable or that may become payable to the Proposer under the Professional Services Agreement.

16.0 CONFLICT OF INTEREST

Proposer warrants and covenants that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or assist in the procuring of the resulting agreement, nor that any such person will be employed in the performance of such agreement without immediate divulgence of such fact to the County. Selected Proposers and corresponding agency staff will also be required to adhere to the Humboldt County Workforce Development Board's Conflict of Interest Policy and provide signed attestation forms from staff that preforms activities under the Rapid Response and Lay-Off Aversion programs.

17.0 CANCELLATION OF RFP PROCESS

The RFP process may be canceled after opening proposals, prior to award, if the County determines that cancellation is in the best interest of the County.

The County reserves the right to amend or modify the Scope of Services prior to the award of proposal, as necessity may dictate, and to reject any and all proposals hereunder. This RFP does not commit the County to award an agreement and it shall not pay any costs incurred in the preparation of a proposal in response to this request. The County reserves the right to accept or reject any or all proposals received as a result of the request, to negotiate with any qualified source or to cancel in part or in its entirety this RFP, if it is in the best interest of the County in its sole determination.

18.0 ADDITIONAL REFERENCE RESOURCES

US Dept. of Labor – Workforce Innovation and Opportunity Act Information
<http://www.doleta.gov/WIOA/>

Humboldt County Workforce Development Board
<https://www.gohumco.com/162/HC-WDB-Meetings-and-Governance>

Humboldt County Workforce Development Board Local and Regional Plans, 2021-2024
<https://www.gohumco.com/170/HC-WDB-Local-and-Regional-Plans>

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF HUMBOLDT
HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION

This Second Amendment shall be effective on _____, 2022, and shall modify the Professional Services Agreement entered into on October 26, 2021, between the County of Humboldt, a political subdivision of the State of California ("COUNTY"), and Humboldt State University Sponsored Programs Foundation ("CONTRACTOR") may be collectively referred to as the "Parties" herein.

RECITALS

WHEREAS, the Parties entered into the Agreement for Contractor to provide Workforce Innovation and Opportunity Act (WIOA) Regional Organizer and Regional Training Coordinator; and

WHEREAS, the Parties now wish to amend the WIOA Regional Organizer and Regional Training Coordinator scope of services.

NOW THEREFORE, pursuant to the recitals above which are incorporated as though set forth in full below, the Parties now agree as follow:

1. CONTRACTOR agrees to perform Regional Organizer and Regional Training Coordinator activities required by this Agreement for an amount not to exceed Two Hundred Sixty-Eight Thousand Five Hundred Nineteen Dollars (\$268,519).
2. Term. The Agreement shall be effective until March 31st, 2023.
3. All other provisions of the Agreement remain unchanged.

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IN WITNESS WHEREOF, County and Contractor have executed this Second Amendment on the dates set forth below. By their signatures below each signatory represents that they have the authority to execute this amendment and to bind the Party on whose behalf their execution is made.

HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION:

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Virginia Bass
Chair, Humboldt County Board of Supervisors

Attachments:

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF HUMBOLDT AND
HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION

This Second Amendment shall be effective on _____, 2022, and shall modify the Professional Services Agreement entered into on October 26, 2021, between the County of Humboldt, a political subdivision of the State of California ("COUNTY"), and Humboldt State University Sponsored Programs Foundation ("CONTRACTOR") may be collectively referred to as the "Parties" herein.

RECITALS

WHEREAS, the Parties entered into the Agreement for Contractor to provide Workforce Innovation and Opportunity Act (WIOA) Title I Adult Services; and

WHEREAS, the Parties now wish to amend the WIOA Title I scope of services and WIOA Adult Services annual allocation.

NOW THEREFORE, pursuant to the recitals above which are incorporated as though set forth in full below, the Parties now agree as follow:

1. CONTRACTOR agrees to perform all Adult Services activities required by this Agreement for an amount not to exceed Four Hundred Ninety-Two Thousand Thirty Dollars (\$492,030).
2. Term. The Agreement shall be effective until June 30, 2023.
3. Reporting Requirements. The CONTRACTOR shall report to the COUNTY quarterly.
4. All other provisions of the Agreement remain unchanged.

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IN WITNESS WHEREOF, County and Contractor have executed this Second Amendment on the dates set forth below. By their signatures below each signatory represents that they have the authority to execute this amendment and to bind the Party on whose behalf their execution is made.

HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION:

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Virginia Bass
Chair, Humboldt County Board of Supervisors

Attachments:

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF HUMBOLDT AND
HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION

This Second Amendment shall be effective on _____, 2022, and shall modify the Professional Services Agreement entered into on October 26, 2021, between the County of Humboldt, a political subdivision of the State of California ("COUNTY"), and Humboldt State University Sponsored Programs Foundation ("CONTRACTOR") may be collectively referred to as the "Parties" herein.

RECITALS

WHEREAS, the Parties entered into the Agreement for Contractor to provide Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Services; and

WHEREAS, the Parties now wish to amend the WIOA Title I scope of services and WIOA Dislocated Workers annual allocation.

NOW THEREFORE, pursuant to the recitals above which are incorporated as though set forth in full below, the Parties now agree as follow:

1. CONTRACTOR agrees to perform all Dislocated Worker Services activities required by this Agreement for an amount not to exceed Four Hundred Seventy-One Thousand Three Hundred Nineteen Dollars (\$471,319)
2. Term. The Agreement shall be effective until June 30, 2023.
3. Reporting Requirements. The CONTRACTOR shall report to the COUNTY quarterly.
4. All other provisions of the Agreement remain unchanged.

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IN WITNESS WHEREOF, County and Contractor have executed this Second Amendment on the dates set forth below. By their signatures below each signatory represents that they have the authority to execute this amendment and to bind the Party on whose behalf their execution is made.

HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION:

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Virginia Bass
Chair, Humboldt County Board of Supervisors

Attachments:

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF HUMBOLDT AND
HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION

This Second Amendment shall be effective on _____, 2022, and shall modify the Professional Services Agreement entered into on October 26, 2021, between the County of Humboldt, a political subdivision of the State of California ("COUNTY"), and Humboldt State University Sponsored Programs Foundation ("CONTRACTOR") may be collectively referred to as the "Parties" herein.

RECITALS

WHEREAS, the Parties entered into the Agreement for Contractor to provide Workforce Innovation and Opportunity Act (WIOA) Rapid Response and Layoff Aversion Services; and

WHEREAS, the Parties now wish to amend the WIOA Title I scope of services and WIOA Rapid Response and Layoff Aversion Services annual allocation.

NOW THEREFORE, pursuant to the recitals above which are incorporated as though set forth in full below, the Parties now agree as follow:

1. CONTRACTOR agrees to perform all Adult Services activities required by this Agreement for an amount not to exceed One Hundred Six Thousand Three Hundred Fifty-Eight Dollars (\$106,358).
2. Term. The Agreement shall be effective until June 30, 2023.
3. All other provisions of the Agreement remain unchanged.

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IN WITNESS WHEREOF, County and Contractor have executed this Second Amendment on the dates set forth below. By their signatures below each signatory represents that they have the authority to execute this amendment and to bind the Party on whose behalf their execution is made.

HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION:

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Virginia Bass
Chair, Humboldt County Board of Supervisors

Attachments:

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF HUMBOLDT AND
HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION

This Second Amendment shall be effective on _____, 2022, and shall modify the Professional Services Agreement entered into on October 26, 2021, between the County of Humboldt, a political subdivision of the State of California ("COUNTY"), and Humboldt State University Sponsored Programs Foundation ("CONTRACTOR") may be collectively referred to as the "Parties" herein.

RECITALS

WHEREAS, the Parties entered into the Agreement for Contractor to provide Workforce Innovation and Opportunity Act (WIOA) Title I Youth Services; and

WHEREAS, the Parties now wish to amend the WIOA Title I Youth Services, agreement, scope of services and WIOA Youth Services annual allocation.

NOW THEREFORE, pursuant to the recitals above which are incorporated as though set forth in full below, the Parties now agree as follow:

1. CONTRACTOR agrees to perform all Adult Services activities required by this Agreement for an amount not to exceed Five Hundred Sixty-Six Thousand Six Hundred Sixty-Four Dollars (\$566,664).
2. Term. The Agreement shall be effective until June 30, 2023.
3. Reporting Requirements. The CONTRACTOR shall report to the COUNTY quarterly.
4. All other provisions of the Agreement remain unchanged.

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IN WITNESS WHEREOF, County and Contractor have executed this Second Amendment on the dates set forth below. By their signatures below each signatory represents that they have the authority to execute this amendment and to bind the Party on whose behalf their execution is made.

HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION:

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Virginia Bass
Chair, Humboldt County Board of Supervisors

Attachments: