



SAN BENITO COUNTY WORKFORCE DEVELOPMENT BOARD

REQUEST FOR PROPOSALS RFP – SBC01

For

SAN BENITO COUNTY WORKFORCE DEVELOPMENT BOARD
YOUTH WORKFORCE-RELATED SERVICES

Proposals are due by 3:00 pm (PST) on Monday, April 17, 2023

Pre-Bidders Conference: March 29, 2023, at 9:00 am

San Benito County America's Job Center of California
1111 San Felipe Road, Suite 107
Hollister, CA 95023

(THIS PAGE IS INTENTIONALLY LEFT BLANK)

Contents

1.0 INTENT	5
2.0 BACKGROUND/INFORMATION	5
3.0 CALENDAR OF EVENTS	7
4.0 SBCWDB POINT OF CONTACT	8
5.0 SCOPE OF WORK	9
6.0 CONTRACT TERM	18
7.0 PROPOSAL PACKAGE REQUIREMENTS	18
8.0 SUBMITTAL INSTRUCTIONS & CONDITIONS	23
9.0 EVALUATION / SELECTION CRITERIA	24
10.0 NO PREFERENCE FOR LOCAL CONTRACTORS; SMALL, MINORITY, AND WOMEN’S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS	25
11.0 CONTRACT AWARDS	26
12.0 SEQUENTIAL CONTRACT NEGOTIATION	26
13.0 AGREEMENT TO TERMS AND CONDITIONS	26
14.0 PARTNERSHIP OR CONSORTIUM PROPOSALS	26
15.0 RIGHTS TO PERTINENT MATERIALS	27
16.0 EXCEPTIONS	27
APPENDICES AND PROPOSAL COVER PAGE	28
Appendix A: Proposal Cover Page WIOA Youth Program	28
Appendix B: Proposal Checklist	29
Appendix C: Budget Form Instructions	30
Appendix D: Sample Agreement	32
ATTACHMENT A	35
ATTACHMENT B	36
ATTACHMENT C	37
EXHIBIT H	43

EXHIBIT I **46**

SOLICITATION DETAILS SECTION

1.0 INTENT

The intent of this Request for Proposal (RFP) is to solicit proposals from qualified Contractors to provide youth-related services for the San Benito County Workforce Development Board (SBCWDB). The SBCWDB seeks proposals from experienced organizations interested in providing workforce related services and support to out-of-school (OS) youth ages 16-24 in the County of San Benito. The provision of these services is to be funded under Title I of the Workforce Innovation and Opportunity Act (WIOA), 29 U.S.C. section 3101 et seq.

2.0 BACKGROUND/INFORMATION

- 2.1. The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014. The intent of the WIOA legislation is to arm workers with the skills necessary to meet business needs and to provide business with access to the talent pool necessary to compete in local, regional, and global economies. This is achieved by assisting workers, including those with barriers to employment, with access to employment, education, job driven training, and support services.

WIOA also emphasizes improving services to business, enhancing program coordination, and streamlining service delivery, utilizing new technology, increasing the flexibility of governance, and increasing accountability and transparency. Additionally, WIOA requires quality training leading to industry-recognized credentials; earn and learn approaches that encourage the coordination of work and learning; regional planning and service coordination; and implementation of sector-based strategies and career pathways.

Additional information on WIOA may be found at:

<https://www.govinfo.gov/content/pkg/PLAW-113publ128/pdf/PLAW-113publ128.pdf>

- 2.2. This Request for Proposal will establish the necessary workforce-related services and support for out-of-school youth within the County of San Benito. This RFP shall solicit proposals for unique and innovative services that link youth to careers in the SBCWDB's priority sectors: Construction, Agriculture, Healthcare, Hospitality/Tourism, Retail and Information Technology as identified by the SBCWDB Local Plan. Proposals shall reflect a customer-centered design that looks first at what customers need and then, using cultural competencies, establishes an appropriate menu of services to meet those needs. This approach will build the capacity of the workforce system to better serve employers who need skilled workers and to design more personalized services to help youth job seekers gain necessary skills and well-paying jobs.
- 2.3. An agreement executed based on this RFP process will be on a cost reimbursement basis. Final contracts will be subject to any changes in the legislation, regulations or policies promulgated by the funding source. The SBCWDB reserves the right to vary or change the terms of any contract executed as a result of this RFP, including funding levels, the scope of work, performance standards, referral sources and shortening or extending the contract

period, as it deems necessary in the interest of the SBCWDB and its programs, pending availability of funds.

2.4. PROGRAM LOCATIONS

The SBCWDB intends to select one Youth services provider to offer services in the County of San Benito and seek proposals for services to be provided in partnership with the San Benito County Community Services & Workforce Development location and the America's Job Center of CA (AJCC). The selected provider shall provide services at their primary location of service and shall be expected to dedicate time at AJCC for at least 1 day per week. The AJCC location and information is as follows.

Service Sites	Address	Phone	Hours of Operation
The Americas' Job Center	1111 San Felipe Rd Suite, 107 Hollister, CA 95023	(831) 637-5627	Monday – Friday 8 a.m. to 5 p.m.

2.5. AVAILABLE FUNDING

The SBCWDB is anticipated to make available up to \$110,000 to serve 12 youth between July 1, 2023, and June 30, 2024 to provide work experience, supportive services, or occupational skills training. The anticipated amount is subject to change based on fluctuations in the annual allocation and should be used as an estimate. The actual 2022-23 allocations for work experience, supportive services, and occupational skills training will be determined at the June 2023 SBCWDB meeting and will be based on the actual 2023-24 DOL/EDD Youth allocation and available funding.

Youth career services funding may provide paid work experience for participants, such as summer and year-round employment, pre-apprenticeships, on-the-job training, vocational training (Individual Training Accounts).

2.6. ELIGIBLE BIDDERS

Proposals will be accepted from qualified Contractors capable of successfully operating a WIOA Youth Program in accordance with the requirements of the Workforce Innovation and Innovation Act.

Eligible Contractors include private and public entities, secondary or post-secondary education institutions, faith-based organizations, for-profit and not-for-profit agencies, Community Based Organizations (CBOs), Government or Public Agencies, or other legally established entities.

Bidders must have the administrative and fiscal capacity to successfully provide the services identified in this RFP. Ideally, bidders will have at least three (3) years of experience providing similar workforce services to similar populations.

Partnerships or consortiums may respond to this RFP; however, their proposals must identify a lead agency that will be responsible for management, coordination of services, operations, financial accountability, legal obligations, and all reporting requirements.

2.7. WIOA CONFLICT OF INTEREST AND FIREWALL REQUIREMENTS

WIOA permits the same entity to be a provider of WIOA services in the local America's Job Center and to be the One Stop Operator (OSO) simultaneously. (20 C.F.R. section 678.625). However, an entity performing the role of OSO may not perform specified functions, including performing oversight of itself as a service provider. (20 C.F.R. section 678.620(b).) As specified by 20 C.F.R. section 678.620(c), entities that perform the role of OSO and that also provide WIOA services must implement firewalls and conflict of interest policies and procedures that conform to the specifications set forth in 20 C.F.R. section 679.430.

Accordingly, if the County of San Benito WDB's current OSO should wish to respond to this RFP, the OSO must demonstrate in its proposal that it already has or can establish internal controls and policies and procedures that prevent conflict of interest, including compliance with the WIOA requirement that the OSO not perform oversight of itself as a provider. The OSO's proposal must articulate how its firewalls, internal controls and conflict of interest policies and procedures conform to the specifications of 20 C.F.R. section 679.430.

3.0 CALENDAR OF EVENTS

Issue RFP	Tuesday, March 21, 2023
Pre-Proposal Conference	9:00 am, PST Wednesday, March 29, 2023
Deadline for Written Questions	3:00 p.m., PST, Thursday, April 13, 2023
Proposal Submittal Deadline	3:00 p.m., PST, Monday, April 17, 2023
Panel Review and Rating Completed	Friday, April 21, 2023
WDB Executive Committee Approval	Thursday, April 27, 2023
Agreement Negotiations	Monday, May 1- Friday, May 5, 2023
Board of Supervisor's Approval	May 23-June 13, 2023
Agreement Start Date	July 1, 2023

This schedule is subject to change as necessary.

- 3.1. During the response period, questions or comments may be submitted via email to the SBCWDB Point of Contact identified in Section 4.0. All submitted questions must be received by the SBCWDB before the Written Question Deadline identified in Section 3.3. Potential Contractors may not contact any County of San Benito employees or SBCWDB members or staff about this RFP during the solicitation and evaluation process. Inappropriate contacts are grounds for disqualification.

Questions will be answered in the order in which they are received. Responses will be provided in writing only. The SBCWDB will not provide individual assistance regarding a Contractor's individual program design. The full set of Questions and Answers (Q&A) will be made available online by written addendum at:

[Request for Proposals \(RFPs\) - Solicitation Center | San Benito County, CA \(cosb.us\)](#)

Or [SBCJOBS.org](#)

Prospective Contractors should periodically check the website listed above for modifications to the bid documents or Q&As relating to this RFP.

- 3.2. **PRE-PROPOSAL MEETING**: A pre-proposal meeting will be held at the County's Community Services & Workforce Development Office located at 1161 San Felipe Rd., BLDG B in Hollister, CA 95023 on **Wednesday, March 29, 2023 at 9:00 am** Pacific Standard Time. It is recommended that those interested in submitting a proposal attend this meeting.
- 3.3. The purpose of this meeting is to answer questions. No presentations are required or permitted at this meeting.
- 3.4. Please indicate your intent to attend this meeting by sending a response to the SBCWDB's Primary Contact person designated in the section below.

FUTURE ADDENDA: Contractors who received notification of this solicitation by means other than through a SBCWDB mailing shall contact the person designated as the POINT OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date.

IT IS THE CONTRACTORS' SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ALL ADDENDA FOR THIS RFP by either informing the SBCWDB of their mailing information.

- 3.5. Addenda will be posted on the website the day they are released.

4.0 SBCWDB POINT OF CONTACT

- 4.1. Questions and correspondence regarding this solicitation shall be directed to: Primary Contact for the SBCWDB:

Enrique Arreola, Deputy Director
Sylvia Jacquez, Program Manager
1111 San Felipe Rd Ste #107 Hollister, CA 95023
PHONE: (831) 637-5627
FAX: (831) 634-0785
Email: earreola@cosb.us or sjacquez@cosb.us

- 4.2. All questions regarding this solicitation shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched, and the answers will be communicated to all known interested Contractors after the deadline for receipt of questions.

- 4.3. The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS herein**. Questions submitted after the deadline will not be answered.
- 4.4. Only answers to questions communicated by formal written addenda will be binding.
- 4.5. Prospective Contractors shall not contact County officers or employees, or SBCWDB members or staff, with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the Contractor.**

5.0 SCOPE OF WORK

- 5.1. The purpose of this RFP is to identify one experienced and qualified organization to act as the WIOA Youth Program Operators in the County of San Benito, serving Out-of-School (OS) youth, ages 16 to 24, who face barriers to education, training, and employment.
- 5.2. The selected Contractors will be responsible for: (a) providing workforce services and support to OS youth in the community and (b) fulfilling the purpose and intent of the WIOA.
- 5.3. All programs must be compliant with WIOA regulations, local standardized system policies, and operational directives and must be responsive to local labor market demands.
- 5.4. Successful programs will drive measurable outcomes, provide a quality customer experience, and operate with maximum cost efficiency and effectiveness. Partnerships are highly encouraged to provide clients with the full continuum of services that they may need.
- 5.5. All Contractors should read SBCWDB Policy WSD17-07, “WIOA Youth Program Requirements.” This policy applies to all SBCWDB WIOA Youth Service Providers and recipients of WIOA youth funds, the information should be incorporated into proposed service delivery strategies. The policy is located at: https://edd.ca.gov/siteassets/files/jobs_and_training/pubs/wsd17-07.pdf
- 5.6. The following section outlines the WIOA definition of OS youth but is not a substitute for reading SBCWDB WSD17-07 for more detail on eligibility criteria.
- 5.7. The successful Contractor shall provide services in collaboration with other WIOA workforce system partners to ensure that clients can access the full range of necessary services.
- 5.8. The successful Contractor shall meet regularly (no less than monthly) with SBCWDB staff, other AJCC client services staff, and the One Stop Operator to ensure that continuous quality improvement (CQI) and the AJCC Certification requirements are met at each of the comprehensive AJCCs as detailed in the Workforce Services Directive WSD20-08, AJCC Comprehensive and Affiliate/Specialized Certification: [AJCC Comprehensive and Specialized Certification - Directive Template.docx](#).

- 5.8.1. Contractor will be responsible for providing direct services to WIOA-enrolled youth, and for providing staff to work in the AJCC as part of a functionally integrated service delivery model.
- 5.9.2.1. Contractor shall work with the One Stop Operator to ensure that the AJCC is customer centered and business friendly, and to continuously improve service delivery.

5.9. TARGET POPULATION

- 5.10.1. To be eligible to participate in the program, an individual shall, at the time of the eligibility determination, be an OS youth, as defined below:
- 5.10.2. WIOA Eligible Out-of-School (OS) Youth:
 - An individual between the ages of 16 and 24 who is not attending any secondary or post-secondary school and meets at least one of the following criteria:
 - 5.9.2.1. School dropout
 - 5.9.2.2. Within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter
 - 5.9.2.3. Recipient of a secondary school diploma or its recognized equivalent who is low-income and is:
 - 5.9.2.3.1 Basic Skills Deficient; or
 - 5.9.2.3.2 An English Learner
 - 5.9.2.4. Subject to the juvenile or adult justice system
 - 5.9.2.5. Homeless, a runaway, in foster care or has aged out of the foster care system, a child eligible for public assistance, or in an out of-home placement
 - 5.9.2.6. Pregnant or parenting
 - 5.9.2.7. An individual with a disability
 - 5.9.2.8. A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment
- 5.10.3. Individuals enrolled in the following programs would be considered OS youth for eligibility purposes:
 - 5.9.3.1 WIOA Title II Adult Education, Youth Build, or Job Corps
 - 5.9.3.2 A charter school program that provides instruction exclusively in partnership with WIOA, federally funded Youth Build programs, federal Job Corps training or instruction, or California Conservation Corps or a state certified local conservation corps.
- 5.10.4. Adult Education definition – academic instruction and education services below the post-secondary level that increases an individual’s ability to read, write, and speak in English and perform mathematics or other activities necessary for the attainment of a secondary school diploma or its recognized equivalent; to transition to postsecondary education and training; and to obtain employment.

- 5.10.5. School dropout definition – an individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent. This term does not include individuals who dropped out of post-secondary school.
- 5.10.6. Alternative school definition – an alternative school is a type of school designed to achieve grade-level (K-12) standards and meet student needs. Examples of alternative schools include, but are not limited to, continuation, magnet, and charter schools. If the youth participant is attending an alternative school at the time of enrollment, the participant is in-school.
- 5.10.7. A youth participant’s eligibility is determined at intake; therefore, the youth remain eligible for youth services until exited. For example, an individual who is an OS youth at time of enrollment and is subsequently placed in a GED program at an adult school, or any school, is still considered an OS youth. Additionally, an individual who is an OS youth and is between the ages of 16-24 at the time of enrollment, and is now beyond the age of 24, is still considered an OS youth until exited.
- 5.10.8. Should the Contractor be contacted by in-school youth who cannot be served by contracts funded under this RFP, it will be expected to make appropriate referrals to other service providers who provide services to in-school youth.
- 5.10.9. For citations and further guidance and definitions, Contractors should refer to the following resources:
- 5.9.9.1 Department of Labor’s Employment and Training Administration
Training and Employment Guidance Letter 8-15:
https://wdr.doleta.gov/directives/attach/TEGL/TEGL_08-15.pdf.
- 5.9.9.2 California Employment Development Department Directive WSD 17-07: [wsd17-07.pdf \(ca.gov\)](https://www.dir.ca.gov/wsd17-07.pdf).

5.10. SERVICE DELIVERY (WILL BE CONDUCTED BY SBCWDB)

- 5.10.1. At a minimum, youth programs should include the following program design elements:
- 5.10.1.1 Outreach (In collaboration with contractor and SBCWDB)
- 5.10.1.2 Recruitment
- 5.10.1.3 Participant Eligibility:
SBCWDB staff members will determine eligibility for all participants enrolled in the program described by this RFP. Participants are eligible for the Youth Workforce training services in San Benito County if they meet the following criteria.
- 5.10.1.4 Intake: (SBCWDB)
- 5.10.1.4.1 Assure WIOA enrollment readiness
- 5.10.1.4.2 Prepare all eligibility documentation
- 5.10.1.5 Assessment:

- 5.10.1.5.1 Assess each applicant's initial skills level.
- 5.10.1.6 Develop Individual Service Strategy (ISS) for each enrolled participant: (In collaboration with contractor and SBCWDB)
 - 5.10.1.6.1 Include goals and planned activities to attain those goals
- 5.10.1.7 Job Sourcing: (Contractor)
 - 5.10.1.7.1 Utilize employer linkages and partnerships to identify internship and work experience opportunities in all priority sectors
- 5.10.1.8 Referrals: (contractor)
 - 5.10.1.8.1 Identify areas of participant need apart from WIOA services and refer participant to appropriate agencies to address those needs
- 5.10.1.9 Basic Skills Remediation
 - 5.10.1.9.1 Provide literacy and numeracy remediation to basic skills deficient clients
- 5.10.1.10 Work Readiness Training (contractor)
 - 5.10.1.10.1 Soft skills, such as resume writing and interview techniques
 - 5.10.1.10.2 Computer literacy
 - 5.10.1.10.3 Financial literacy
 - 5.10.1.10.4 National Retail Federation and Serv-Safe certifications
- 5.10.1.11 Referrals to training
 - 5.10.1.11.1 Job Skills Workshops
 - 5.10.1.11.2 Career Technical Training (Individual training account-vocational training)
- 5.10.1.12 Participant Attendance Records: Describe the system to track participant attendance
- 5.10.1.13 Work Schedule – Calendar of Events: Provide a step-by-step schedule of operations for the program; indicate program start date, staff members and participant start dates
- 5.10.1.14 Agency Holidays and Vacations: Agency personnel policy on holidays and vacation must be included in the proposal Agency Exhibit Packet – Location of Worksites, Transportation and Safety
- 5.10.1.15 Coordination with the providers of WIOA services to adults to identify opportunities for co-enrollment to ensure participants have every opportunity for training.
 - 5.10.1.14.1 Follow-Up Services
 - Provide documented follow up services for a minimum of 12 months

- 5.10.2. Please note that the work readiness training described in section 5.10.1.9 above can be provided by the Contractor or a partner organization or third-party training providers.
- 5.10.3. Job sourcing is important in helping to place participants in work experience activities and in subsidized and unsubsidized employment. Bidders must describe how they will conduct outreach to employers, particularly in priority sectors, and how they will do so in coordination with the SBCWDB's business services team.
- Employer relationships are important to ensure many opportunities for youth to gain work experience. At least twenty (20) percent of local Youth formula funds must be used for work experiences, such as summer and year-round employment, pre-apprenticeship, on-the-job training, internships, and job shadowing.
- 5.10.4. Services will be provided to youth that are residents of the SBCWDB service delivery area. All services will focus on the SBCWDB's priority occupations and/or priority sectors (see Section 5.11.1). Contractor will be responsible for developing training programs or working with existing training providers that currently offer training programs to the priority sectors, utilizing labor market data and input from priority sector employers.
- 5.10.5. The service delivery strategy must minimize the number of participants carried over to the following program year. All participants carried over must be placed by July 1st of the following program year. Should a Contractor be selected who is not currently under contract to serve WIOA OS youth, they will be required to assume responsibility for participants carried over from Program Year 2022-23 to 2023-24, if any participants require continued services under program requirements.
- 5.10.6. At a minimum, the following WIOA program elements must be made available to participants, either through direct service provision or referral to partner organizations:
- 5.10.6.1 Tutoring and drop-out prevention;
 - 5.10.6.2 Alternative secondary school services;
 - 5.10.6.3 Paid and unpaid work experiences;
 - 5.10.6.4 Occupational skill training;
 - 5.10.6.5 Education offered concurrently with workforce preparation activities;
 - 5.10.6.6 Leadership development opportunities;
 - 5.10.6.7 Supportive services;
 - 5.10.6.8 Adult mentoring;
 - 5.10.6.9 Follow-up services, for at least twelve (12) months after the completion of participation;
 - 5.10.6.10 Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling;
 - 5.10.6.11 Financial literacy education;
 - 5.10.6.12 Entrepreneurial skills training;
 - 5.10.6.13 Services that provide labor market and employment information; and
 - 5.10.6.14 Activities that help youth prepare for and transition to post-secondary education and training.

- 5.10.7. For further detail on the above required WIOA program elements, please refer to the Department of Labor's Employment and Training Administration Training and Employment Guidance Letter 8-15:

https://wdr.doleta.gov/directives/attach/TEGL/TEGL_08-15.pdf.

5.11. DESIGNATED INDUSTRY SECTORS

- 5.11.1. The SBCWDB is focused on the following industry sectors which are an important part of the local and regional economy: Healthcare, Manufacturing, Hospitality, Agriculture, Construction and Information Technology (IT). Please note that for youth participants only, a placement in the Retail sector will also be considered a priority sector placement for Performance Based Outcomes payment purposes.
- 5.11.2. The industry sector approach offers a framework to understand employment opportunities, to engage employers, and to develop career pathways and training opportunities that are consistent with the needs of the local workforce area of County of San Benito.
- 5.11.3. Sector strategies will be developed to support County of San Benito's designated industry sectors and to educate and connect youth and jobseekers to employment within these sectors. Contractor will be required to ensure connectivity to these designated industry sectors. As described in Section 5.10: Service Delivery, Contractor will be responsible for developing training programs, or working with existing training providers that currently offer training programs, for jobs in priority sectors, utilizing labor market data and input from sector employers.

5.12. PERFORMANCE INDICATORS AND GOALS

- 5.12.1. Annual performance goals will be established before the start of the program year and will be monitored on a quarterly, or as needed, basis. A minimum of 12 participants must be enrolled and served by the selected Youth services Contractors. Goals will be set in each of the following categories:
- 5.12.1.1 Youth Employment Rate (2nd Quarter after exit): The percentage of program participants who are in unsubsidized employment during the second quarter after exiting from the program.
- 5.12.1.2 Youth Employment Rate (4th Quarter after exit): The percentage of program participants who are in unsubsidized employment during the fourth quarter after exiting from the program.
- 5.12.1.3 Median Earnings: The median earnings of program participants who are in unsubsidized employment during the second quarter after exiting from the program.
- 5.12.1.4 Youth Credential Attainment: The percentage of program participants who obtain a recognized postsecondary credential or a secondary school diploma or its recognized equivalent during participation in the program or within one (1) year after exiting from the program.

Please note that the State of California Employment Development Department Draft Directive, WSD19-03, released on August 28,

2019, states that the following credentials/certificates are **not** recognized postsecondary credentials: OSHA 10; Microsoft Office, Customer Service, and General Office; National Career Readiness Certification; National Retail Federation Credentials; ServSafe Food Handler’s Certification; and CPR Certification.

- 5.12.1.5 Measurable Skill Gains: The percentage of program participants who, during the 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.
- 5.12.1.6 Business Services: Performance indicator(s) will be established to measure the effectiveness of the program in serving employers.
- 5.12.2. As a point of reference, the goals established by the State for the County of San Benito SBCWDB in Program Year 2022-23 are as follows:

Youth Performance Goals	2022-23	2023-24
Employment Rate 2nd Quarter After Exit	75%	Goal to be negotiated
Employment Rate 4th Quarter After Exit	66%	Goal to be negotiated
Median Earnings	\$7,000	Goal to be negotiated
Credential Attainment within 4 Quarters After Exit	48%	Goal to be negotiated
Measurable Skill Gains	50%	Goal to be negotiated
Business Services	Goal to be negotiated	Goal to be negotiated

- 5.12.3. The 2022-2023 goals are provided as a reference only. Goals will be revisited and renegotiated annually and are dependent upon goals that the SBCWDB negotiates with the State.
- 5.12.4. The State of California and/or the SBCWDB may develop additional performance indicators and establish goals for the Contractor beyond those listed above. The SBCWDB may set goals for the number of individuals enrolled, served, trained, and/or placed (in addition to State-negotiated goals) to ensure a strong return on investment and adequate levels of service and outcomes for the community.

5.13. MANAGEMENT AND REPORTING

- 5.13.1. Contractor will meet regularly (no less than quarterly) with SBCWDB staff to discuss enrollments, participant retention, program design, outcomes (employment and education), program expenditures, staffing, and other elements that have the potential to impact the quality of the programs and services provided under the contract. Contractor will utilize any SBCWDB-prescribed reporting tools and will ensure timely data entry in the appropriate database such as CalJOBS.
- 5.13.2. If the Contractor is not meeting expected performance levels, SBCWDB staff may request corrective actions, impose corrective action plans and/or conduct additional monitoring.
- 5.13.3. Regional collaboration and reporting will be required under WIOA. The SBCWDB, together with the workforce development boards of Monterey and Santa Cruz counties, constitute the “North Central Coast Regional Planning Unit,” established by the State of California for regional delivery of workforce development services. The Contractor will be required to participate in regional workforce development work. The level of participation and roles that they will play will be determined by the SBCWDB.
- 5.13.4. Any Contractor awarded a contract as a result of this RFP will be required to report its monthly performance in a manner established by the SBCWDB that clearly compares monthly and accrued performance goals versus actual, achieved-to-date, monthly and accrued outcomes. In its monthly reports, Contractor will provide information on employment outcomes that is verifiable at the time of reporting and supported by documentation (e.g., pay stubs, offer letter, employment verification letter). The contract will establish the authority of the SBCWDB to declare fiscal and administrative probation status, including the possibility of disallowed costs, for Contractors not providing monthly performance reports and/or not completing other program status reports.
- 5.13.5. Any Contractor that has received a request for corrective action and/or a corrective action plan and/or a request for repayment of disallowed costs from a funding source within the last three (3) years shall provide, as part of its proposal, details sufficient to explain why the corrective action and/or repayment was requested by the funding source and, for corrective actions, what strategy or strategies were provided by the Contractor as part of the corrective action plan(s) to address the reason(s) that the corrective action was requested or imposed, and whether the corrective action plan was implemented by the Contractor and/or the matter resolved to the satisfaction of the funding source.
- 5.13.6. SBCWDB staff will be responsible for reporting to the State and will field all requests from the Chief Elected Official—the County Board of Supervisors, the SBCWDB, the media, and other interested stakeholders. Contractor will be expected to support reporting requests as needed. Contractor will respond to reporting requests made by the SBCWDB and its staff in a prompt and timely manner.

5.14. **BRANDING:**

5.14.1. WIOA-funded programs will follow federal, state, and SBCWDB branding guidelines. Contractor will not use its brand or promote their own organization without the explicit permission of the SBCWDB.

5.15. PARTNERSHIPS AND REFERRALS:

5.15.1. The selected Contractor will form partnerships with employers and other service providers to provide OJT opportunities to eligible Youth clients and will perform all associated duties except OJT program monitoring and wage reimbursements, which are provided by the SBCWDB.

5.15.2. The Contractor selected through this RFP will work closely in partnership with the SBCWDB Business Services staff and other service providers to provide business engagement activities and unique job postings.

5.15.3. The selected Contractor shall work closely in partnership with SBCWDB staff, other service provider staff, and the One Stop Operator to support the implementation of a CQI program to focus on the continuous quality improvement of common functions performed within the AJCCs.

5.15.4. Youth Program Operators are mandated partners in the WIOA One Stop service delivery system. As such, Contractor will be part of a continuum of services and must work in collaboration with other WIOA-required partners as well as other local entities that carry out workforce development activities.

5.15.5. The SBCWDB has entered a Memorandum of Understanding (MOU) with each required WIOA system partner. Bidder agrees, by submitting a response to this RFP, to the terms of that MOU. The MOU includes:

5.15.1.1 The services that will be provided through the workforce system, including the way the services will be coordinated and delivered.

5.15.1.2 Methods of referral between the System Partners.

5.15.1.3 Methods to ensure the needs of system customers will be met, including workers, youth, individuals with barriers to employment, and individuals with disabilities.

5.15.1.4 Cost sharing among WIOA system partners.

5.15.6. The MOU is available for review at the following link:

<https://sbcjobs.org/wp-content/uploads/2019/02/WDB-MOU-2919-22-Final-Executed.pdf>

The contractor shall sign the MOU and shall comply with the terms of the MOU and the responsibilities required of the Youth Program Operator. Contractor shall develop or maintain appropriate referral mechanisms to ensure that youth participants can access the services that they require to support their success.

5.15.7. The contractor shall also execute a contract that specifies Contractor's duties, performance requirements, and responsibilities attendant to delivery of youth services, as described in this RFP. A sample of the contract is attached as Appendix D. Submission of a signed bid/proposal will be interpreted to mean the Contractor has agreed to the terms and conditions set forth in the pages of this solicitation and to the provisions included in the sample contract, Appendix D. The SBCWDB reserves the right to change the terms of the sample contract as

necessary to ensure WIOA compliance and to the further the interests of its Youth program. The SBCWDB may but is not required to consider language proposed by a Contractor. Any such submission shall be set forth in the Contractor's proposal.

- 5.15.8. SBCWDB shall execute this Youth services contract no later than June 13, 2023, as specified in the Calendar of Events, Section 3.0 of this RFP.

6.0 CONTRACT TERM

- 6.1. The SBCWDB shall have the right to renew the Contract without further solicitation of bids for three (3) additional three (3) year terms, for 2024-25, 2025-26, and 2026-27, with thirty (30) days written notice to the Contractor before the expiration of the initial term or the current renewal term of the Agreement.
- 6.2. A renewal determination will be made by the SBCWDB contingent upon the satisfactory achievement of agreed upon performance measures and availability of funding.
- 6.3. In the event the SBCWDB exercises its right of renewal, all terms and conditions, requirements and specifications of the Contract shall remain the same and apply during the renewal terms. The Contract awarded pursuant to this RFP will not automatically renew.

7.0 PROPOSAL PACKAGE REQUIREMENTS

7.1. CONTENT AND LAYOUT:

- 7.1.1. Contractor should provide the information as requested and as applicable to the proposed services. The proposal package shall be organized as per the table below; headings and section numbering utilized in the proposal package shall be the same as those identified in the table. Proposal packages shall include at a minimum, but not limited to, the following information in the format indicated:

<u>Proposal Package Layout</u> Organize and Number Sections as Follows:	
Section 1	COVER PAGE (INCLUDING CONTACT INFO)
	SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	PROPOSAL CHECKLIST/TABLE OF CONTENTS: Appendix B
Section 2	ORGANIZATIONAL CAPACITY AND STRUCTURE
Section 3	EXPERIENCE AND DEMONSTRATED ABILITY
Section 4	PROGRAM DESIGN AND APPROACH
Section 5	PROGRAM BUDGET FORM: Appendix C
Section 6	BUDGET NARRATIVE
Section 7	FINANCIAL STATEMENT/AUDIT
Section 8	EXCEPTIONS

Section 1 Requirements:

Cover Page: Appendix A: A cover letter must accompany all proposals, not exceeding two pages, and should describe the Contractor and contact information as follows:

Contact Info: The name, address, telephone number, email address, and fax number of Contractor's primary contact person during the solicitation process through to potential contract award.

Contractor Info: Description of the type of organization (e.g., corporation, partnership, including joint venture teams and subcontractors) the Contractor is and how many years Contractor has been in existence.

Signed Signature Page and Signed Addenda (if any addenda were released for this solicitation). Proposals submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent and must be initialed in BLUE ink by the person signing the proposal.

Proposal Checklist/Table of Contents: Complete and include the Checklist and Table of Contents (Appendix B).

Section 2, Organizational Capacity and Structure:

Describe your organization's capacity to carry out your proposed program design while meeting all other contractual requirements described in the Scope of Work (Section 5).

Explain how your organization's leadership will achieve negotiated program goals and troubleshoot any areas of concern (e.g., underperformance, staff turn-over, under/overspending).

Describe your organizational structure, specifically as it relates to your ability to provide cost effective, high-quality services to youth. Include an organizational chart and job descriptions and/or resumes of the persons who will deliver services pursuant to this Request for Proposal.

If the SBCWDB's current OSO should wish to provide a proposal in response to this RFP, the OSO must demonstrate in its proposal that it already has or can establish internal controls and policies and procedures that prevent conflict of interest. The OSO's proposal must describe how its organization would establish the conflict-of-interest policies required by WIOA generally, and must articulate how its implementation of firewalls, internal controls and conflict of interest policies and procedures ensure compliance with the WIOA requirement that the OSO not perform oversight of itself in its role as a service provider.

Section 3, Experience, and Demonstrated Ability:

Describe your organization's experience providing services like those required in the Scope of Work. Specify any experience managing workforce development or youth programs, including working with state and/or federal regulations. It is preferable that Contractors have a minimum of three years of experience operating a WIA/WIOA youth program and/or providing any of the following related services: employment, job training, youth development, supportive services for at-risk youth, and/or social services. Include a detailed account of past outcomes achieved and describe your organization's record of accomplishment for meeting and exceeding performance goals.

Although it is highly desirable for Contractors to have WIOA or WIA experience, it is anticipated that some Contractors without prior experience in providing WIOA or WIA Youth services will submit proposals. These Contractors will be required to submit at least three letters of reference from funding sources for which the Contractor has previously operated similar programs. Reference letters shall clearly indicate (1) the performance requirements of the funding source and (2) the degree to which the proposing entity met those requirements. Proposals from Contractors without prior WIOA or WIA experience or from partnerships or consortiums with partners without prior WIOA or WIA experience that do not include three letters of reference with the required information for each agency without WIA or WIOA experience will be disqualified.

Any Contractor that has received a request for corrective action and/or received a corrective action plan and/or a request for repayment of disallowed costs from a funding source within the last three (3) years shall provide, as part of its proposal, details sufficient to explain why the corrective action and/or repayment was requested or imposed by the funding source and, for corrective actions, what strategy or strategies were provided by the Contractor as part of its corrective action plan(s) to address the reason(s) that the corrective action was requested or imposed, and whether the corrective action plan was implemented by the Contractor and whether the matter resolved to the satisfaction of the funding source.

Section 4, Program Design, and Approach:

- 4.1. Provide a description of your program design and how you will approach each of the required elements in the Scope of Work (Section 5), including:
 - 4.1.1. Recruiting eligible OS youth
 - 4.1.2. Follow up services for twelve months' post exit
 - 4.1.3. Engaging employers in the designated industry sectors
 - 4.1.4. Meeting or exceeding performance goals
 - 4.1.5. Meeting the needs of OS youth with barriers to employment
 - 4.1.6. Timely data entry and reporting to County of San Benito SBCWDB staff
- 4.2. Provide a detailed narrative of your approach to each of the required program design and service elements in the Scope of Work (See Section 5.1). Include specifics and numbers wherever possible.
- 4.3. Include a detailed description of any additional services or strategies that will be implemented.
- 4.4. Describe how you will partner with priority sector employers and/or other organizations to implement or provide the following:
 - 4.4.1. Work Experience Program;
 - 4.4.2. On-the-Job Training (OJT) services;
 - 4.4.3. Employment Readiness Certification
 - 4.4.4. Continuous Quality Improvement program;
 - 4.4.5. Hallmarks of Excellence; and
 - 4.4.6. Business Services.
- 4.5. Include a Customer Flow Chart summarizing client flow through the system.
- 4.6. If the Contractor wants to sub-contract elements of the program, provide the Subcontractor organization's name, qualifications, and a letter from the

Subcontractor organization acknowledging the ability and willingness to provide the services.

Section 5, Program Budget Form:

Complete and include the Program Budget Form per the instructions in Appendix C. A minimum of 75 percent of funding expenditure requirement applies to both youth formula and discretionary funds spent on direct services to youth. (Title 20 CFR Section 681.410)

Section 6, Budget Narrative:

Provide a budget narrative that includes a brief description of the costs charged to each item on the Budget Form. Describe your budget assumptions, unique expenditures, or other budget information you would like the evaluation committee to consider. Include a description of in-kind contributions, if any. Follow the instructions included in Appendix C.

Section 7, Financial Statement/Audit:

Provide a complete financial statement, prepared in conformity with Generally Accepted Accounting Principles (GAAP), based upon an audit that is not more than eighteen (18) months old by the time of the proposal submission deadline. This statement must be certified by an independent Certified Public Accountant (CPA). The statement should clearly identify the financial condition of the Contractor's business entity as well as that of its corporate structure, if applicable. The financial statement will be used in determining the Contractor's financial condition, including the working capital position that would permit the Contractor to perform a contract of the size indicated by this RFP.

- 7.a As applicable, Contractor must also submit a current tax return or for non-profit organizations, a copy of the organizations current IRS Form 990. Governmental entities are exempt.
- 7.b If you are unable to submit these documents, please explain. For example, if you are a government entity and do not routinely produce audited, GAAP compliant financial statements, and/or do not, as a government entity, submit IRS tax forms, indicate as such.

Section 8, Exceptions:

Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with "EXCEPTION TO RFP for YOUTH WORKFORCE-RELATED SERVICES" and the RFQ number (#). Each Exception shall reference the page number and section number, as appropriate. Contractor should note that the submittal of an Exception does not obligate the SBCWDB to revise the terms of this RFP or any resulting agreement.

- 7.2. **ADDITIONAL REQUIREMENTS:** To be considered "responsive," submitted proposal packages shall adhere to the following:

- 7.2.a. Three (3) sets of the proposal package (one original proposal marked "Original" plus 2 copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to "RFP #." In addition, submit one (1) electronic version of the entire proposal package

on a USB memory stick. The SBCWDB, at its discretion, may request additional copies.

- 7.2.b. Proposal packages shall be prepared on 8-1/2" x 11" paper, preferably duplex printed bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.
- 7.2.c. Reproductions of the County of San Benito Seal shall not be used in any documents submitted in response to this solicitation.
- 7.2.d. Contractor shall not use white-out or a similar correction product to make late changes to their proposal package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.
- 7.2.e. To validate your proposal package, submit the SIGNATURE PAGE (contained herein) with your proposal. Proposal packages submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent and must be initialed in BLUE ink by the person signing the proposal.

7.3. **GENERAL PROPOSAL CONDITIONS:**

- 7.3.a. Proposals should be thorough, well written, and responsive to the RFP. To be competitive, proposals must include all the requested information, completed forms, and attachments. Responses should be organized, and each section should be clearly labeled. To enable direct comparison between responses, all proposals must be submitted in strict conformity to the stated requirements. Failure to adhere to all requirements may result in your proposal being disqualified as non-responsive. Proposals without an original, authorized signature may be rejected.
- 7.3.b. Unnecessarily elaborate or lengthy proposals, beyond what is needed to provide a sufficient and clear response to all RFP requirements, are not desired.
- 7.3.c. Bidders agree to provide the SBCWDB with any other information that the SBCWDB determines is necessary for an accurate determination of the prospective Contractor's qualifications to perform services.

7.4. **WITHDRAWAL OR MODIFICATION:**

- 7.4.a. The SBCWDB reserves the right to withdraw or modify this RFP in whole or in part, at any time and for any reason. If an amendment is issued it shall be provided to all known prospective Contractors. If necessary, a new Proposal Deadline will be established. Prospective Contractors shall respond to the final written RFP and any exhibits, attachments, and amendments. The SBCWDB also reserves the right to cancel or reissue the RFP in its sole discretion.
- 7.4.b. Proposals may be withdrawn or modified at any time before the deadline for proposal submission.
- 7.4.c. A request to withdraw a proposal should be submitted in a letter from the authorized signatory on the Contractor's letterhead.

- 7.4.d. To modify a proposal, the Contractor must resubmit its proposal package in full before the submission deadline, 3:00 P.M. on April 17, 2023. The new proposal package should include a letter from the authorized signatory on the Contractor's letterhead explaining the changes made.
- 7.4.e. Written requests/resubmissions should be submitted to the appropriate point of contact identified within Section 4.0.

8.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 8.1. Submittal Identification Requirements: ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFP # and CONTRACTOR'S NAME.**
- 8.2. Mailing Address: Proposal packages shall be mailed to the County of San Benito SBCWDB at the mailing address indicated on the Signature Page of this solicitation.
- 8.3. Due Date: Proposal packages must be received by the SBCWDB ON OR BEFORE the time and date specified, at the location and to the person specified on the Signature Page of this solicitation. It is the sole responsibility of the Contractor to ensure that the proposal package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- 8.4. Acceptance: Proposals are subject to acceptance at any time within 90 days after opening. The SBCWDB reserves the right to reject all proposal packages, or part of any proposal package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal package and that would not affect a contractor's ability to perform the work adequately as specified.
- 8.5. Ownership: All submittals in response to this solicitation become the property of the SBCWDB. If a Contractor does not wish to submit a Proposal package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid."
- 8.6. Compliance: Proposal packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores, or be deemed non-responsive.
- 8.7. **BIDDER RESPONSIBILITY**
 - 8.7.a. Bidders are expected to be thoroughly familiar with all specifications and requirements of this RFP. Failure to examine any relevant form, article, site, or document will not relieve the Contractor from any obligation regarding this RFP. By submitting a response, Contractors are presumed to concur with all terms, conditions, and specifications of the RFP. All deviations from the RFP must be clearly stated in the Exceptions portion of Contractor's proposal. Excessive deviations or those which could affect vital terms may reduce or eliminate the prospect of award.
 - 8.7.b. The proposal preparation cost is solely the responsibility of the Contractor and shall not be included as part of the proposal budget. Bidder agrees to make all records, documents and information collected and/or maintained by others during the

preparation of any proposal submitted in response to this RFP accessible to the SBCWDB for purposes of inspection, reproduction, and audit without restriction. By submitting a proposal in response to this RFP, Contractor agrees that the SBCWDB may audit, examine, and copy all books, records and information relating to the proposed services at no cost to the SBCWDB. By submitting a response to this RFP, Contractor agrees that it shall maintain all associated records until the contract has been awarded.

9.0 EVALUATION / SELECTION CRITERIA

9.1. Scoring Criteria

Criteria	Points Allotted
Organizational Structure and Capacity	20
Experience and Demonstrated Ability	30
Program Design and Approach	20
Employer Engagement Plan and Strategies	20
Budget	10

9.2. Selection Criteria:

9.2.a. Organizational Structure and Capacity:

- 9.2.a.1. The organization's capacity and commitment to carrying out the proposed program design and the ability to meet all requirements of the contract;
- 9.2.a.2. The adequacy of the organizational structure and proposed staffing for the contract; and
- 9.2.a.3. The ability to comply with any applicable WIOA conflict of interest and firewall requirements.

9.2.b. Experience and Demonstrated Ability:

- 9.2.b.1. The relevance and extent of the organization's experience in serving the target population;
- 9.2.b.2. The demonstrated ability to achieve outcomes and meet performance goals;
- 9.2.b.3. The demonstrated ability to address and resolve requests for corrective action, implement corrective action plans imposed by funding sources, and/or provide repayment of disallowed costs, applicable to all Contractors that have received any request for corrective action or corrective action plans and/or received any request for repayment of disallowed costs from a funding source within the last three (3) years;
- 9.2.b.4. The demonstrated ability to develop training programs in response to community needs;
- 9.2.b.5. The demonstrated ability to collaborate with partners to achieve a regional goal; and
- 9.2.b.6. The demonstrated ability to produce accurate monthly performance reports.

9.2.c. Program Design and Approach:

- 9.2.c.1. The extent to which the narrative is comprehensive and responsive to the

- 9.2.c.2. Scope of Work (Section 5);
- 9.2.c.3. The extent to which the proposal meets the tenets of the Workforce Innovation and Opportunity Act and SBCWDB WIOA Youth Program Requirements Policy.
- 9.2.c.4. The quality of strategies and approaches to ensure participants receive effective services that are consistent with policies and produce quality outcomes while minimizing cost; and
- 9.2.c.5. The quality of strategies to serve youth with barriers to employment.
- 9.2.d. Employer Engagement:
 - 9.2.d.1. The extent to which the proposal includes strategies to develop and maintain relationships with employers. The extent to which the proposal describes the organization's experience with job sourcing and providing work experience to youth clients;
 - 9.2.d.2. The description of how the organization will reach out to engage employers to cultivate placement, internship, and sector partnership opportunities;
 - 9.2.d.3. The description of the experience the organization has in engaging with industry such as service on advisory groups, industry panels, support for curriculum development, etc., especially as it relates to development of training to meet a community need;
 - 9.2.d.4. The extent to which the proposal describes how employer relationships will help lead to positive outcomes for youth participants, including relationships the organization has built with businesses in the SBCWDB's priority sectors;
 - 9.2.d.5. The Contractor's knowledge of and existing relationships with employers in County of San Benito, as well as a demonstrated knowledge of relevant labor market information;
 - 9.2.d.6. A description of how the Contractor will coordinate with County of San Benito SBCWDB Business Services staff to serve employers and provide opportunities to participants; and
 - 9.2.d.7. The letters of support from employers in the priority sectors, describing the nature and duration of Contractor's strategic relationship with employers and the extent to which the organization's employer linkages impacts outcomes for youth.
- 9.2.e. Budget Review:
 - 9.2.e.1. The accuracy and completeness of the budgets; and
 - 9.2.e.2. Whether costs are reasonable, allowable, necessary, and fully justified, as measured by reviewing the line-item budget and proposed program design.

10.0 NO PREFERENCE FOR LOCAL CONTRACTORS; SMALL, MINORITY, AND WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS

- 10.1. In accordance with WIOA regulations (2 C.F.R section 200.319(b), no geographical preference will play a part in the evaluation of proposals received in response to this RFP.

- 10.2. In accordance with WIOA regulations (2 C.F.R. section 200.321), small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to respond to this RFP.

11.0 CONTRACT AWARDS

- 11.1. No Guaranteed Value: County of San Benito WDB does not guarantee a minimum or maximum dollar value for any Agreement or Agreements resulting from this solicitation.
- 11.2. Interview: County of San Benito WDB reserves the right to interview selected Contractor before a contract is awarded. The costs of attending any interview are the Contractor's responsibility.
- 11.3. Incurred Costs: County of San Benito WDB is not liable for any cost incurred by Contractor in response to this solicitation.
- 11.4. Notification: All Contractors who have submitted a Proposal or Qualifications Package will be notified of the final decision as soon as it has been determined.
- 11.5. In County of San Benito WDB's Best Interest: The award(s) resulting from this solicitation will be made to the Contractor that submit(s) a response that, in the sole opinion of the SBCWDB, best serves the overall interest of the SBCWDB.

12.0 SEQUENTIAL CONTRACT NEGOTIATION

The SBCWDB will pursue contract negotiations with the Contractor who submit(s) the best Proposal or qualifications or is deemed the most qualified in the sole opinion of the SBCWDB, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either the SBCWDB or Contractor, the SBCWDB may pursue contract negotiations with the entity that submitted a Proposal which the SBCWDB deems to be the next best qualified to provide the services, or the SBCWDB may issue a new solicitation or take any other action which it deems to be in its best interest.

13.0 AGREEMENT TO TERMS AND CONDITIONS

Contractor selected through the solicitation process will be expected to execute a formal Agreement with the SBCWDB for the provision of the requested service. The Agreement arising out of this RFP shall be similar to the sample Agreement set forth as Appendix E. Submission of a signed bid/proposal and the **SIGNATURE PAGE** will be interpreted to mean Contractor HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the provisions included in the Sample Agreement. The County of San Benito SBCWDB may but is not required to consider including language from the Contractor's proposed Agreement, and any such submission shall be included in the EXCEPTIONS section of Contractor's proposal.

14.0 PARTNERSHIP OR CONSORTIUM PROPOSALS

- 14.1. Bidders who plan to perform the work as a partnership or consortium must provide the following information for each of the partners:

- 14.1.a. Cover Page (Appendix A);
- 14.1.b. Response to Section 3: Organizational Capacity and Structure;
- 14.1.c. Response to Section 4: Experience and Demonstrated Ability;
- 14.1.d. Organizational Chart;
- 14.1.e. Staff Resumes and/or Proposed Job Descriptions (related to the required Scope of Work);
- 14.1.f. Financial Statements/Tax Returns;
- 14.1.g. Description of plans for compliance with WIOA conflict of interest and firewall requirements, if the lead agency or one of the partners is the current One Stop Operator for the City of Hollister SBCWDB; and
- 14.1.h. The principal or lead organization must be identified on the proposal Cover Page.

15.0 RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Contractor that are submitted as part of the submittal will become the property of the County of San Benito SBCWDB when received by the SBCWDB and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION.” The SBCWDB will not disclose proprietary information to the public, unless required by law; however, the SBCWDB cannot guarantee that such information will be held confidential.

16.0 EXCEPTIONS

Submit any and all Exceptions to this solicitation on separate pages, and clearly identify the top of each page with “EXCEPTION TO RFP for YOUTH WORKFORCE-RELATED SERVICES” and the RFP number. Each Exception shall reference the page number and section number, as appropriate. Contractor should note that the submittal of an Exception does not obligate the SBCWDB to revise the terms of this RFP or any resulting agreement.

APPENDICES AND PROPOSAL COVER PAGE

Appendix A: Proposal Cover Page WIOA Youth Program

Organization: _____

Address: _____

Phone: _____ Fax: _____

Contact Person: _____

Contact Telephone: _____

Contact Email: _____

Lead Organization to a Consortium (Yes/No):

Type of Organization:

- Institute of Higher Education
- Government Agency
- Private For-Profit
- Community Based Organization/Non-Profit _Other (describe):

Certification of Proposal Content:

I certify that, to the best of my knowledge and belief, the information contained in this proposal is accurate, complete, and current as of the date below.

Name of Authorized Representative (print)

Title of Authorized Representative

Signature of Authorized Representative

Date

Appendix B: Proposal Checklist

This Proposal Checklist identifies all required elements that must be submitted with your proposal. Follow this sequence in presenting your proposal, with the Checklist serving as the Table of Contents indicating the page number where that information can be found in your proposal in the second column. The third column is for staff use only.

Please identify the service delivery area(s) you are proposing to serve by checking the appropriate area(s) below.

PROPOSAL TABLE OF CONTENTS	Page #	Verified (Staff Use Only)
Proposal Cover Page (Appendix A)		
Proposal Checklist/Table of Contents (Appendix B)		
Organizational Capacity and Structure		
Experience and Demonstrated Ability		
Program Design and Approach		
Program Budget Form (use Excel Template with Appendix C)		
Budget Narrative		
REQUIRED ATTACHMENTS:		
Financial Statements/Tax Returns		
Staff Resumes and/or Proposed Job Descriptions		
Organizational Chart		
Customer Flow Chart		
Three Letters of Reference (for Contractors with under three years of experience* .		
Letters of Support		
Exceptions, if any		
Certificate of Liability Insurance		

Appendix C: Budget Form Instructions

Please complete the Program Budget Form and a Budget Narrative. The total budget amount must equal the estimated funding allocations. Budgets with more than the estimated budget amounts provided will not be accepted for consideration.

Bidders should follow Generally Accepted Accounting Principles (GAAP) and standards when developing line-item budgets. All costs must comply with the Code of Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200. Budgets must conform to all legal expenditure mandates.

Operating Costs:

- Wages and Fringe – List by Job Title and FTE (full-time equivalency). Do not forget to include a job description for each position in the attachments to his proposal. This line item includes salaries and benefits.
- Audit – Please see information on audit costs at: https://www.ecfr.gov/cgi-bin/textidx?SID=0418f9bf2b0bba5a0f5ffcd0f0b71789&mc=true&node=se2.1.200_1425&rgn=div8.
- Copying/Printing – This item includes copying/printing costs associated with participant information/referral material.
- Dues/Memberships – Provide examples of the types of organizations and associations.
- Equipment (Lease/Purchase/Maintenance) – Include in this item anticipated costs for the lease, purchase, and maintenance of equipment. Include a description of the type of equipment that is planned to be purchased or leased, and the estimated cost associated with each item.
- Insurance – Include information regarding the types of insurance (e.g., general liability, Director, and Officer’s Insurance, etc.). Do NOT include health or disability insurance in this line item (this information should be included in the description of the personnel charges listed above under wages and fringe).
- Legal Fees – Please describe any ongoing litigation.
- Postage
- Publications/Subscriptions – Provide detail of anticipated publications and subscriptions.
- Staff Development – Capacity building and continuing education for staff is encouraged. Provide details of the type of activities planned for staff development/continuing education.
- Staff Travel – Includes travel charges related to staff development.
- Supplies – This category is for office supplies. Do not include supplies/inventories/testing materials directly related to participant assessment.
- Telephone/Communication – This item includes telephone service, cell phone rentals, and internet.– Up to 10% of the total contract amount will be held back p
- Other – Detail any anticipated costs that are necessary but not captured in the standard line items.

Direct Participant Costs: Detail the amount of planned direct participant expenses to be incurred on the budget form. These are expenses incurred on behalf of an identifiable participant that are not already included in personnel or other operating expenses. Provide a description on the Budget Narrative for amounts entered in each of the categories on the budget form, consistent with the Program Narrative section of your proposal.

Indirect Costs: Please note that indirect costs can only be included if your organization has an approved indirect rate from your cognizant agency and a copy is attached, or standardized cost

allocation plan that can be reviewed upon request. Any indirect costs must comply with the Code of Federal Regulations Title 2, Subtitle A, Chapter II, Part 200. ITEM #18 on old RFP

Profit: If you are a for-profit agency, please include profit amounts in a separate line item.

Appendix D: Sample Agreement C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and _____ ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on _____, and end on _____, unless sooner terminated as specified herein.

2. Scope of Services.

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. Compensation for Services.

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. General Terms and Conditions.

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. Insurance Limits.

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

(a) Comprehensive general liability insurance: _____

(b) Professional liability insurance: _____

(c) Comprehensive motor vehicle liability insurance: _____

6. Termination.

The number of days of advance written notice required for termination of this contract is _____.

7. Specific Terms and Conditions (check one)

[] There are no additional provisions to this contract.

- [] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.

- [] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:

Contract Administrator for CONTRACTOR:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Hollister, California 95023

Telephone No.: _____

Telephone No.: _____

Fax No.: _____

Fax No.: _____

SIGNATURES

APPROVED BY COUNTY:

APPROVED BY CONTRACTOR:

Name: _____

Name: _____

Chair, San Benito County Board of Supervisors

Title: _____

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM:

Barbara Thompson, San Benito County Counsel

By: _____

Date: _____

ATTACHMENT A
Scope of Services

{Insert Scope of Services.}

END OF ATTACHMENT A

ATTACHMENT B
Payment Schedule

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- One month in arrears.
- Upon the complete performance of the services specified in Attachment A.
- The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

- a total lump sum payment of \$ _____, or
- a total sum not to exceed \$ _____ for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. SPECIAL COMPENSATION TERMS: (check one)

- There are no additional terms of compensation.
- The following specific terms of compensation shall apply: (Specify)

END OF ATTACHMENT B

ATTACHMENT C

General Terms and Conditions

C-1. INDEMNIFICATION.

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.

- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed. CONTRACTOR certifies that no one who has or will have any financial interest under this contract is an officer or employee of COUNTY.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-12. BANKRUPTCY.

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of

such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-23. AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with

respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY shall give CONTRACTOR notice of the amount of any off-set and the reason for the deduction.

C-29. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

END OF ATTACHMENT C.

EXHIBIT H

REFERRAL FORM AND PROCESS

WIOA PARTNER REFERRAL FORM RFP County of San Benito Youth Workforce -Related Services



America's **JobCenter**
of CaliforniaSM

WORKFORCE San Benito County Universal Referral Form

This Referral Form contains useful information about agencies that can help you.

Referral Date:

Customer Information

Name: _____

SSN(last 4 digits only): _____

Phone: _____

Email: _____

Referring Agency

Organization: _____

Contact: _____

Phone: _____

Email: _____

Fax: _____

Service(s) Customer is currently receiving (check all that apply):

CalWORKS (TANF)

Community Services

WIOA

EDD

Other (please describe):

Referral To:

Agency Name:

Location:

Contact and Phone #

Referral Reason:

Signed Release of information on file: Yes No

Receiving Agency Appointment:

Appointment With:

Appointment Date and Time:

Contact and Phone #

Outcome: *Completed by receiving agency	Please email or fax completed Outcome to the Referring Agency above.	
<input type="checkbox"/> California State Department of Rehabilitation (DOR) 8060 Santa Teresa Blvd, Suite 200 Gilroy, CA 95020 (408) 848-1345 https://www.dor.ca.gov/	<input type="checkbox"/> H.O.M.E Resource Center 1161 San Felipe Rd Hollister, CA 95023 (831) 256-1852 https://hhsa.cosb.us/	<input type="checkbox"/> San Benito County Veteran Services Office 649 San Benito St #115 Hollister, CA 95023 (831) 637-4846 https://hhsa.cosb.us/
<input type="checkbox"/> California Rural Legal Assistance 310 4th Street Hollister, CA 95023 831 724-2253 https://www.crla.org/hollister-regional-office	<input type="checkbox"/> HOPE Services 650 San Benito St #120, Hollister, CA 95023 (831) 638-6852 https://www.hopeservices.org/	<input type="checkbox"/> San Benito County Health Department 351 Tres Pinos Rd Suite a-202, Hollister, CA 95023 (831) 637-5367 https://hhsa.cosb.us/publichealth/
<input type="checkbox"/> CalWORKS 1111 San Felipe Rd, St 206 Hollister CA, 95023 (831) 636-4180 https://hhsa.cosb.us/	<input type="checkbox"/> Peninsula Family Services 1111 San Felipe Rd, Suite 107 Hollister, CA 95023 (831) 636-5196 https://www.peninsulafamilyservices.org/	<input type="checkbox"/> San Benito County Office of Education 460 Fifth Street Hollister, CA 95023 (831) 637-5393 https://www.sbcoe.org/
<input type="checkbox"/> Community Solutions 341 Tres Pinos Rd. Suite 202 B Hollister CA 95023 (831) 637-1094 https://communitysolutions.org/	<input type="checkbox"/> San Benito Health Foundation 351 Felipe Dr. Hollister, CA 95023 (831) 637-5306 http://www.sanbenitohealth.org/	<input type="checkbox"/> San Benito County Community Transition Center 1111 San Felipe Road, Suite 101 Hollister, CA 95023 (831) 636-4173 https://communitytransitioncenter.org/
<input type="checkbox"/> Child Support Services 2320 Technology Pkwy Hollister, CA 95023 (866) 901-3212 http://hhsa.cosb.us/	<input type="checkbox"/> San Benito County Health and Human Services Agency 1111 San Felipe Rd, Suite 206 Hollister, CA 95023 (831) 636-4180 http://hhsa.cosb.us/	<input type="checkbox"/> Salvation Army 910 Buena Vista Rd Hollister, CA 95023 (831) 636-9832 https://hollister.salvationarmy.org/hollister_corps/

<input type="checkbox"/> Employment Development Department (EDD) 1111 San Felipe Rd, Suite 107 Hollister, CA 95023 (831) 638-3311 https://www.edd.ca.gov/	<input type="checkbox"/> San Benito County Food Bank 1133 San Felipe Rd Hollister CA, 95023 (831) 637-0340 https://communityfoodbankofsbcs.org/	<input type="checkbox"/> Victim Witness 419 4th St Hollister, CA 95023 (209) 385-7385 http://sbso.us/
<input type="checkbox"/> Gavilan Community College 5055 Santa Teresa Blvd. Gilroy, CA 95020 (408) 848-4757 https://www.gavilan.edu/	<input type="checkbox"/> San Benito County Behavioral Health 1131 San Felipe Rd. Hollister, CA 95023 (831) 636-4020 http://hhsa.cosb.us/	<input type="checkbox"/> YMCA 351 Tres Pinos Rd. Hollister, CA 95023 (831) 637-8600 http://www.centralcoastymca.org/
<input type="checkbox"/> Go Kids, Inc 1101 San Felipe Rd. # B Hollister, CA 95023 (831) 637-9205 https://www.gokids.org/	<input type="checkbox"/> San Benito County Superior Court Self Help Center 450 4th Street Hollister, CA 95023 (831) 786-7200 http://www.sanbenito.courts.ca.gov/	

This referral form is not to be used for services that require program specific information, the exchange of confidential information or follow up actions as specified in contract agreements between various Agency partners.

I agree to my information being gathered and shared, for data tracking and referral purposes only, between all listed local WIOA partners.

Estoy de acuerdo con que mi información sea recolectada y compartida solo para fines de seguimiento y referencia de datos, entre todos los colaboradores locales de WIOA indicados.

_____ Participant initials / **Iniciales del participante**

Your consent to share personal information is entirely voluntary and you may withdraw your consent at any time.

Su consentimiento para compartir información personal es completamente voluntario y puede retirarlo en cualquier momento.

WIOA Partner Referral Process:

REFERRAL FORM: The referring agency is to both (1) transmit the referral form to the receiving agency and (2) give a copy of the form to the customer with instructions to present the form to the receiving agency at the time a face-to-face contact is made. After assisting the customer, the receiving agency is to complete the “Notes” section of this form and return a copy to the originating agency that initiated the service referral if the Referring agency Contact information is filled out or if the box is checked for the DCSS (Department of Child Support Services). Each agency is responsible to have a process that allows electronic copies of the referral forms for the month to be sent to the One Stop Operator for a Quality Data Control and Monthly Report to be given to the SBCWDB via the Executive Director.

EXHIBIT I

List of SBCWDB Policies

As of March 2023

Name of Policy	Purpose of Policy <i>(Also includes comments)</i>
Incident Reporting	This policy provides procedures for reporting incidents, including but not limited to criminal fraud, criminal abuse or other criminal activity and non-criminal complaints, such as waste of funds, to the Compliance Review Office (CRO) of the Employment Development Department (EDD) and the Department of Labor's (DOL) Office of Inspector General (OIG).
Career Services	This policy provides guidance and establishes the procedures for "career services" for adults and dislocated workers, rather than core and intensive services, as authorized by the Workforce Innovation and Opportunity Act (WIOA). This policy applies to all County of San Benito Service Providers funded under the WIOA Title I.
Record Retention and Public Access	This policy sets forth the following minimum timeframe requirements for records retention, and the extent to which such records may be made available to the public. Subrecipients/subcontractors must keep records that are sufficient to permit the preparation of reports required by the Secretary of Labor and the tracing of funds to a level of expenditure adequate to ensure that the funds were spent lawfully.
Allowable Costs and Cost Classification	This policy provides guidance and establishes procedures regarding general cost principles, allowable costs, and prior written approval related to the Workforce Innovation and Opportunity Act (WIOA) Title I Funds and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule (Uniform Guidance).
Debt Collection	This policy transmits the procedure for debt collection associated with the misexpenditure of WIOA funds.
WIOA Monitoring Policy	This policy establishes standards for fiscal and program monitoring, and Nondiscrimination and Equal Opportunity compliance monitoring of Workforce Innovation and Opportunity Act (WIOA) service providers and training providers on SBCWDB's ETPL.
Transitional Jobs Policy	The purpose of this policy is to provide guidance to SBCWDB service providers regarding the limitations and requirements for the placement of WIOA Adults and Dislocated Workers into transitional jobs.
Work Experience Policy and Guidance	This policy establishes the process for the implementation of WIOA-funded Work Experience (WEX) training opportunities for WIOA-eligible Youth program participants.
Procurement Standards	This policy establishes procedures governing the use of WIOA funds to procure goods and services.
Name of Policy	Purpose of Policy <i>(Also includes comments)</i>
Grievance and Complaint Policy	This policy establishes procedures that govern the receipt, handling, and resolution of non-criminal grievances or complaints made in connection with local area WIOA Title 1 programs and activities.

Individual Training Accounts (ITA)	The purpose of this policy is to provide guidelines for implementing ITAs that are flexible and maximize informed customer choice in selecting an eligible training provider. This policy sets the training limit amount to \$5,000 (as funds are available) and the duration of ITAs (up to 12 months) developed for eligible individuals funded under WIOA within County of San Benito.
On-the-Job Training (OJT) Policy	The purpose of this policy is to provide guidance and criteria used in the development of and the administration of On-the-Job Training (OJT) contracts in compliance with Section 134(c) of WIOA, which authorizes local boards to reimburse employers up to a maximum of 75% of the wage of an OJT participant.
Incumbent Worker Policy	This policy provides guidance regarding Incumbent Worker Training (IWT), which is designed to meet the specific requirements of an employer and is conducted with a commitment to retain the incumbent workers trained.
WIOA Youth Program Requirements	This policy provides guidance and establishes the procedures regarding the WIOA youth program, including out-of-school youth and 20% work experience minimum expenditure requirements.
Priority of Service for Adult Programs	This policy is to provide guidance regarding SBCWDB's Priority of Service for WIOA Title I Adult Programs. With respect to funds allocated to a local area for adult employment and training activities, priority shall be given to recipients of public assistance and other low-income individuals, and individuals who are basic skills deficient, for receipt of WIOA career and training services. Local SBCWDBs may establish additional priority groups for priority of service.
SBCWDB Supportive Services Policy	This policy addresses the use of WIOA Title I funds for supportive services to eligible participants enrolled in the WIOA Adult, Dislocated and Youth programs. The policy includes documentation requirements to show that the supportive service is allowable, reasonable, and not otherwise available to the participant.
Selective Service Registration	The purpose of this policy is to provide guidance regarding the Selective Service registration requirements for participation in WIOA-funded services. Additionally, this policy contains model questions for WIOA staff to determine whether failure to register by a current or potential WIOA participant was knowing and willful.
Limited English Proficiency	This policy seeks to establish procedures regarding the prohibition against national origin discrimination as it affects persons with Limited English Proficiency (LEP) and to outline how the AJCC delivery system will serve these special populations.
Name of Policy	Purpose of Policy (Also includes comments)
Reasonable Accommodation and Modification for Individuals with Disabilities	The policy provides direction in the processing of reasonable accommodation requests and outlines the definition of disability and procedures for the provision of accommodation to qualified individuals with disabilities who are applicants, registrants, eligible applicants/registrants, participants, employees, or applicants for employment, unless providing the accommodation would cause undue hardship.

Non-Discrimination and Equal Opportunity	This policy provides guidance on the nondiscrimination and equal opportunity procedures for WIOA Title I and SBCWDB financially assisted programs or activities. It also issues a standard form that is available for use by SBCWDB subrecipients when processing a discrimination complaint.
Release of Confidential Unemployment Insurance Information	This policy provides guidance and establishes procedures regarding the process for WIOA subrecipients to obtain Unemployment Insurance information from EDD for WIOA customers.
Handling and Protection of Personally Identifiable Information	The purpose of this policy is to provide guidance on compliance with the requirements of handling personally identifiable information.

Youth RFP Designated Service Areas

Cities and Towns in County of San Benito Service Area

- Hollister
- San Juan Bautista
- Tres Pinos
- Pacines
- Panoche
- Cielo Vista
- Ridgemark
- Bonnie View
- Creekside
- Pacheco Creek Estates
- Monte Bello
- Comstock Estates
- Dunneville Estates
- Quail Hollow
- Lemmon Acres
- Santa Rosa Acres
- Ashford Highlands
- Union Heights
- Ausaymas Estates
- Torrano
- Stonegate
- Vineyard Estates
- Santa Ana Acres
- Rancho Joaquin
- Long Acres
- Springwood
- Santa Ana Estates/ Holiday Ranch
- Simmons/Barnes Lane
- Santana Ranch
- Hillcrest/EI Toro
- Hollister Ranch Estates
- Dry Creek
- Oak Creek
- Magladry
- Heatherwood
- Mcloskey Acres