



**COUNTY of HUMBOLDT COUNTY ADMINSTRATIVE OFFICE
OFFICE OF ECONOMIC DEVELOPMENT**

825 5th Street #112, Eureka, CA 95501

Telephone (707) 445-7745 Fax (707) 445-7219

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Request for Proposals

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

Statement of Purpose

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





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

COUNTY AGENCY

Economic Development

RFP NUMBER

#213

RFP TITLE

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

PURPOSE

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

DEADLINE FOR RFP SUBMISSION

DEADLINE FOR PROPOSALS TO BE RECEIVED

May 26, 2023

5:00 p.m. Pacific Standard Time

LATE, FAXED OR UNSIGNED PROPOSALS WILL BE REJECTED

SUBMIT RFP TO THIS ADDRESS

HUMBOLDT COUNTY ECONOMIC DEVELOPMENT DIVISION

Attn: Scott Adair

Director of Economic Development/Humboldt County WDB Executive Director

825 5th Street #112

Eureka, CA 95501

workforce@co.humboldt.ca.us

SPECIAL INSTRUCTIONS

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

DIRECT ALL INQUIRES TO

NAME

Scott Adair

TITLE

Director of Economic Development/Humboldt County Workforce Development Board Executive Director

PHONE #

(707) 445-7745

FAX #

(707) 445-7219

EMAIL

workforce@co.humboldt.ca.us

COUNTY WEBSITE

WEBSITE

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

DATE RFP ISSUED: Monday, April 26, 2023

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

Submit With RFP

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

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

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

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

Signature

Title

Name (type or print)

Date

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

Addendum # Addendum # Addendum # Addendum #

1.0 DEFINITIONS

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

2.0 INTRODUCTION

Statement of Purpose

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

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

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

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

Description of the Workforce System in Humboldt County

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

The Job Markets Mission Statement and Goals:

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

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

Partners to the AJCC include:

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

Additional Partners approved by the HC-WDB:

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

3.0 ELIGIBILITY

3.1 Eligible Agencies Eligible to Apply

Per the Workforce Innovation and Opportunity Act (WIOA) law eligible entities may be a single public, private, or non-profit entity or consortium of entities. If a consortium of entities consists of AJCC partners, it must include a minimum of three of the required AJCC partners. Only AJCC members will be accepted. Any non-AJCC entities applying will have to become an AJCC member if selected. Eligible entities include:

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

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

3.2 Agencies Not Eligible to Apply

An entity may not compete for funds if:

- A. The entity has been debarred or suspended or otherwise determined to be ineligible to receive federal funds by an action of any governmental agency
- B. The entity's previous contract with the County of Humboldt and/or Workforce Development Board was terminated for cause;
- C. The entity has not complied with an official order to repay disallowed costs incurred during its conduct of programs or services;
- D. The entity's name appears on the convicted vendors list;
- E. The entity is a private company that is majority owned by a member of the HC-WDB, the Humboldt County Board of Supervisors or their staff.

4.0 SCOPE OF SERVICES

4.1 Roles and Responsibilities

Job Market Operator:

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

Adult and Dislocated Worker Career Services Provider:

- A. Provide basic career services including but not limited to participant intake, orientations, initial assessments, employment services, and referrals to other partners and services.

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

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

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

4.2 Description of Services

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

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

Adult program services offer the above activities to eligible individuals, 18 and older who are registered into the WIOA program. The priority of service is: Veterans and their eligible spouses, recipients of public assistance and low income residents. Dislocated Worker program services also consist of the same activities available to adults, but the individuals are eligible by being dislocated from a job.

Career Services include:

- A. Eligibility determination
- B. Intake and orientation to the information and other services available through the Job Market delivery system
- C. Initial assessments of skill levels
- D. Comprehensive and specialized assessments
- E. Supportive services
- F. Job search and placement assistance
- G. Labor market information
- H. Referrals and coordination with other AJCC partners
- I. Short-term prevocational services
- J. Internships and work experiences
- K. Workforce preparation training
- L. Financial literacy services
- M. English language acquisition
- N. Follow up services

Training Services include:

- A. Occupational skills training
- B. On-the-job training
- C. Incumbent worker training
- D. Entrepreneurial training
- E. Job readiness training
- F. Customized training

4.2 Performance Accountability Measures

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

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

5.0 Contractor Responsibilities

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

- A. Supporting the Job Market Mission Statement and Goals.
- B. Providing and training qualified staff to plan and administer the program;
- C. Providing specified services to eligible adults and dislocated workers;
- D. Coordinating and tracking management information systems and paperwork associated with WIOA;
- E. Coordinating with HC-WDB administrative staff to ensure that required performance reports and fiscal claims are submitted in entirety and on time;
- F. Attend in-service training sessions and regularly scheduled operator meetings;
- G. Implementing strategy for effective program evaluation and continuous improvement;

- H. Coordinating collaborative partnerships and providing primary administrative oversight related to services offered to adults and dislocated workers.

5.1 Record Keeping

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

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

5.2 Reporting

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

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

5.3 Monitoring

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

5.4 Auditing and Inspections

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

All Contractor records with respect to any matters covered by the Agreement shall be made available to the County, WIOA, DOL, and/or any designees of the State of California or the Federal Government, without restriction, at any time during normal business hours, and as often as the above-referenced entities deem necessary, to monitor, audit, examine, evaluate, and make excerpts or transcripts of all relevant data. Contractor shall timely respond to any request by County which County deems necessary to evaluate Contractor’s compliance with any County, state, or federal requirements.

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

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

5.5 AJCC Partners

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

6.0 SCHEDULE OF EVENTS

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

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

| EVENT | DATE |
|-------|------|
|-------|------|

| | |
|--|--------------------------------|
| RELEASE OF REQUEST FOR PROPOSAL | April 26, 2023 |
| DEADLINE FOR SUBMISSION OF QUESTIONS Email: workforce@co.humboldt.ca.us | May 19, 2023, 5:00 p.m. PST |
| DEADLINE FOR PROPOSALS <u>TO BE RECEIVED</u> | May 26, 2023, 5:00 p.m. PST |
| RFP EVALUATION PROCESS | May 31, 2023 |
| NEGOTIATION AND CONTRACT FINALIZATION | June 5, 2023 |
| RECOMMENDATION OF AWARD TO COUNTY BOARD OF SUPERVISORS (AGENDA ITEM) | June 27, 2023 |
| START DATE | July 1, 2023 |
| TIMELINE FOR COMPLETION OF PROJECT COMPLETION- | This will be a 4-year contract |

7.0 TERM OF AGREEMENT

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

8.0 PROPOSAL SUBMITTAL

Proposers shall prepare and submit one (1) original and one (1) additional copy of the proposal by **5:00 p.m., Pacific Standard Time on May 26, 2023**. Proposals shall be signed by an authorized agent and placed in a sealed package clearly marked **RFP #213**. Unsigned Proposals will be rejected.

Proposals shall be delivered or mailed to:

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

Email: workforce@co.humboldt.ca.us

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

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

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

9.0 PUBLIC RECORDS AND TRADE SECRETS

All proposals and materials submitted become the property of the County and are subject to disclosure under the Public Records Act (Government Section 7920.000 *et seq.*). However, if prior to the award of a contract further negotiations are contemplated, the County must discern whether public disclosure should await the completion of the negotiations. In these circumstances the County must establish that the public interest in nondisclosure clearly outweighs the public's interest in disclosure (Government Code §§ 7929.000 & 7922.540(a); *Michaelis, Montanari and Johnson v. Superior Court (Los Angeles)*, 38 Cal. 4th 1065 (2006)).

The RFP and all responses are considered public information with the exception noted above and for trade secrets specifically identified, which will be handled according to state statutes or other laws. Any information that contains trade secrets shall be communicated to County by the proposer. Any page of the proposal that is deemed to be a trade secret by the proposer shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch (1/2") size letters.

In the event that the County receives a request for disclosure of any such specifically identified information, prior to release of any such specifically identified information, the County will contact the proposer and will not release the specifically identified information if the proposer agrees to indemnify, defend, and hold harmless the County in any action brought to disclose such information. The proposer, by submitting such information, agrees that the failure of County to contact the proposer prior to the release of such information will not be a basis for liability by the County or any County employee to proposer.

10.0 GENERAL REQUIREMENTS AND INFORMATION

10.1 General Instructions

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

10.2 Right of County to Reject Proposals

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

10.3 Proposal Modification

Any Proposer who wishes to make modifications to a proposal already received by the County must withdraw his/her proposal. All handwritten modifications must be made in ink, properly initialed by Proposer’s authorized representative, executed, and submitted in accordance with the terms and conditions of this RFP. It is the responsibility of the Proposer to ensure that the modified proposal is resubmitted before the submission deadline of May 26, 2023. Proposals cannot be changed or modified after the submission deadline.

10.4 Award of Agreement

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

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

10.5 Cost of Proposal Preparation

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

10.6 Notification of Withdrawal of Proposal

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

11.0 REQUIRED FORMAT OF PROPOSAL

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

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

A. RFP Signature Affidavit

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

B. Proposal Table of Contents

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

C. Corporate/Company/Agency Profile

The proposal shall include a narrative which identifies the Proposer's ability to provide the services as specified in this RFP. The Corporate/Company/Agency Profile should

be concise and clear and include descriptive information regarding service delivery capabilities. The narrative must include, at a minimum, the following items:

1. Proposer's Business name, legal business status and company size (total number of current staff).
2. An overview of Proposer's current and previous business activities, including:
 - a. The history of Proposer's firm.
 - b. The number of years Proposer has been operating under the present business name, and any prior business names.
 - c. The number of years Proposer has been providing services equivalent to those presented in the proposal.
 - d. Proposer's mission statement.
 - e. Proposer's AJCC partner role.
3. A detailed description of any fraud convictions related to public contracts (if applicable).
4. A detailed description of any current or prior debarments, suspensions or other ineligibility to participate in public contracts (if applicable).
5. A detailed description of any federal or state violations of industry or regulatory requirements (if applicable).
6. A detailed statement of qualifications, including:
 - a. The number of staff that will be providing services to the County.
 - b. The physical location address of all facility(s) from which services to the County will be provided, and the staff allocation at each facility.
 - c. Identification of the project manager, alternate project manager, and key project team members, including an organizational chart and resumes of each representative.
 - d. A summary of the experience and technological expertise of the staff who will design, develop and maintain any proposed website, social media output, etc. including specific experience with other public agencies.
 - e. The name, position, phone number, and email address for each person responsible for day-to-day customer service. This contact person will be given to County Departments as their contact for customer service.
7. A detailed description of Proposer's policies regarding quality assurance.
8. A detailed description of any earth-friendly policies and practices Proposer has implemented, or plans to implement, in order to help minimize adverse environmental and health-related impacts associated with its business operations.

9. Whether the Proposer holds a controlling or financial interest in any other organizations, or is owned or controlled by any other person or organization. If none, that must be stated.

D. Description of Services

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

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

E. Technical Capabilities

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

F. Disaster Recovery Plan

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

G. Implementation Plan and Timeline

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

H. Cost Proposal

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

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

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

I. Documentation

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

J. Evidence of Insurability/Business Licenses

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

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

K. Exceptions, Objections and Requested Changes

The Proposer should carefully review the terms and conditions of this RFP and the sample Professional Services Agreement. Any exceptions, objections or requested changes to the RFP or the sample Professional Services Agreement shall be clearly

stated and explained in the proposal. Descriptions of any exceptions, objections or requested changes should include the page and paragraph number of the portion of the RFP or sample Professional Services Agreement being referenced.

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

L. Identification and Description of Potential Conflicts of Interest

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

12.0 EVALUATION CRITERIA AND REVIEW PROCESS

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

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

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

All proposals will be evaluated by an evaluation panel made up of County staff and Humboldt County Workforce Development Board Members. All contacts during the review selection phase will only be through the RFP Administrator, Scott Adair (see Section 11.0 for contact information). Attempts by the Proposer to contact any other County representative may result in disqualification of a proposal. The RFP Administrator will present the evaluation results to the County Board of Supervisors for review and approval on or about June 27, 2023.

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

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

13.0 INTERPRETATION OF RFP

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

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

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

14.0 OWNERSHIP AND INTELLECTUAL PROPERTY

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

15.0 CONFLICT OF INTEREST

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

16.0 CANCELLATION OF RFP PROCESS

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

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

17.0 ADDITIONAL REFERENCE RESOURCES

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

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

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