



**Request for Proposal No. EDA117-WDD-2449  
Workforce Innovation and Opportunity Act  
ONE-STOP OPERATOR**

**San Bernardino County  
Workforce Development Department  
290 North D Street, Suite 600  
San Bernardino, CA 92415  
03/01/2017**

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## **I. Introduction**

### **A. Proposal Submission**

Proposals or bids must be submitted as paper responses and must be received by the designated date and time. Proposals may be submitted by mail or in person to the address listed in Section I, Paragraph H and will be time/date stamped when received and can be withdrawn at any time prior to the scheduled deadline for submission of the proposal or bid. **All proposers/bidders must register with the ePro system prior to the proposal deadline or they will be disqualified. Late or incomplete proposals or bids will not be accepted.**

System-related issues in ePro shall be directed to Vendor support at [ePro.Vendors@buyspeed.com](mailto:ePro.Vendors@buyspeed.com) or at (855) 800-5046. For procurement questions involving ePro, please contact the Purchasing Department at (909) 387-2060.

### **B. Purpose**

The San Bernardino County (County), through the Workforce Development Board (WDB) and the Workforce Development Department (WDD), is seeking proposals from interested and qualified Proposers to provide services as the One-Stop Operator (OSO) to the County and America's Job Center California (AJCC) System Partners; these services are allowed under Title I of the Workforce Innovation and Opportunity Act (WIOA).

Funding for this Request for Proposal (RFP) and any contract(s) awarded to successful Proposer(s) is through Title I of the WIOA: Catalog of Federal Domestic Assistance (CFDA) # 17-259, Federal Grant Award Number 10-254-3597. By submitting a proposal hereunder, Proposer(s) agree to be bound by the federal terms and conditions which may be imposed as a condition of the receipt of funding pursuant to Title I of the WIOA: Catalog of Federal Domestic Assistance (CFDA) # 17-259, Federal Grant Award Number 10-254-3597.

### **C. Contract Award and Funding Available**

It is anticipated that final selection of the successful Proposer will be made no later than April 2017. The selected Proposer(s) will be notified and contract negotiations will commence.

The County estimates the funding amount not to exceed \$125,000 per year. Funding made available through the contract is contingent upon the availability of federal WIOA funds.

### **D. Term of Contract**

Specific services to be provided under this RFP are outlined under Section IV, Scope of Work. The Contract will be for a 3 year period, commencing July 1, 2017 through June 30, 2020, with the option to extend for additional two (2), one (1)-year terms, depending upon funding.

### **E. Minimum Proposer Requirements**

All Proposers must:

1. Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent County contract performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement.

2. Have the ability to maintain adequate files and records and meet statistical reporting requirements.
3. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
4. Have the ability to convene partners to develop and implement strategies that promote WIOA services within San Bernardino County.
5. Prepare and communicate status reports for WDB and AJCC System Partners.
6. Have a minimum of three (3) continuous years of similar experience and services.
7. Perform project management work; managing and coordinating activities that relate to the AJCC System Memorandums of Understanding (MOU).
8. Provide references of a minimum of three (3) other customers involving the Proposer's delivery of services that demonstrate the ability of the Proposer to provide One-Stop Operator services as outlined in this RFP. All references must have names, titles and phone numbers.
9. Meet other presentation and participation requirements listed in this RFP.

#### **F. Mandatory Pre-proposal Conference**

A Mandatory Pre-proposal Conference will be held on: **March 14, 2017, 2:00 PM PST**

San Bernardino County Workforce Development Board Administration  
290 North D Street, Suite 600  
San Bernardino, CA 92415

**\*\*\*Doors will be locked and no others will be admitted after 2:10 PM PST.**

Attendance of the Mandatory Pre-proposal Conference via telephone is available by emailing [smurillo@wdd.sbcounty.gov](mailto:smurillo@wdd.sbcounty.gov) in advance, but no later than March 13, 2017 at 5:00 PM PST. Proposers who do not email in advance by the March 13<sup>th</sup> deadline, will not be permitted to attend the Mandatory Pre-proposal Conference telephonically.

**Proposers will need to be present throughout the entire conference.**

Attendance at the Mandatory Pre-proposal Conference is mandatory. No proposal will be accepted from any Proposer who fails to physically or telephonically attend the Mandatory Pre-proposal Conference.

Proposers should bring copies of the RFP to the Mandatory Pre-proposal Conference. COPIES OF THE RFP WILL NOT BE PROVIDED AT THE MANDATORY PRE-PROPOSAL CONFERENCE.

#### **G. Questions**

Questions regarding the requirements and contents of this RFP must be submitted through the Purchasing website ePro at <https://epro.sbcounty.gov/epro/> or via email to [smurillo@wdd.sbcounty.gov](mailto:smurillo@wdd.sbcounty.gov) on or before 5:00 PM PST on Wednesday, March 15, 2017.

Responses to questions will be available on ePro on Friday, March 17, 2017.

#### **H. Correspondence**

All correspondence is to be submitted to:  
San Bernardino County Workforce Development Board  
Workforce Development Department  
Attn: Stephanie Murillo  
290 North D Street, Suite 600  
San Bernardino, CA 92415  
(909) 387- 9831 Phone  
(909) 387-2848 Fax  
smurillo@wdd.sbcounty.gov Email

**I. Admonition to Proposers**

Once this RFP has been issued, the individual identified above is the sole contact point for any inquiries or information relating to this RFP. Failure to adhere to this policy may result in disqualification of the Proposer. All questions regarding this RFP can be presented as indicated in Section I, Paragraph G.

**J. Proposal Submission Deadline**

Proposals or bids must be received no later than 4 PM (PST), Wednesday, March 22, 2017. Postmarks will not be accepted in lieu of actual receipt. Facsimile or electronically transmitted proposals will not be accepted in lieu of actual receipt. Late or incomplete proposals will not be accepted.

**II. PROPOSAL TIMELINE**

Release of RFP	Monday, March 6, 2017
Mandatory Proposal Conference	Tuesday, March 14, 2017 2:00 PM PST
Deadline for Submission of Questions	Wednesday, March 15, 2017 5:00 PM PST
Deadline for Proposals	March 22, 2017 4:00 PM PST
Tentative Date for Awarding Contract	June 2017

**III. PROPOSAL CONDITIONS**

**A. Contingencies**

This RFP does not commit the County to award a Contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers in writing, if the County rejects all proposals. The County also reserves the right to terminate this RFP process at any time.

**B. Acceptance or Rejection of Proposals**

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

**C. Evaluation Process**

Proposals will be evaluated in compliance with the procedure described in Section VII of this RFP. Responses will be subject to a review and evaluation process developed by the County which includes:

1. Minimum Proposer Requirements
2. Technical Proposal
3. Cost Proposal/Work plan Evaluation
4. Reference Check

#### **D. Modifications**

The County reserves the right to issue addenda or amendments to this RFP if the County considers that additional clarifications are needed. Only those Proposers represented at the Mandatory Pre-proposal Conference will receive addenda or amendments issued after the Mandatory Pre-proposal Conference.

#### **E. Proposal Submission**

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that the proposal arrives on or before the specified time.

#### **F. Local Preference**

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

For purposes of the application of the Local Preference Policy (County Policy 11-10), "principal place of business" is defined as the Vendor's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the Vendor's main office (or headquarters) which:

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

The County's Local Preference Policy means for example, if two Vendors are responding to this RFP and if quality, service and ability to meet the County's needs are equal, County staff must determine if one of the Vendors is a local Vendor. If one of the Vendors is a local Vendor, and its quoted price or cost of services, equipment goods, or supplies does not exceed five percent (5%) of the other Vendor's quoted price or cost, unless it is determined that an exemption applies, staff should recommend the local Vendor for the contract ward.

#### **G. Incurred Costs**

The County is not obligated to pay any costs incurred by Proposers in the preparation of a proposal in response to this RFP. Proposers agree that all costs incurred in developing this proposal are the Proposer's responsibility. For current Contractors, none of the costs incurred, including the costs of printing, copying, travel, or staff compensation may be invoiced for through any of Proposer's current Contracts.

#### **H. Negotiations**

The County may require the potential Proposer(s) selected to participate in negotiations. This may include cost, technical, or other clarifications needed to make a decision.

#### **I. Formal Contract**

Proposer will be required to enter into a formal Contract with the County. This RFP sets forth some of the general provisions which will be included in the final Contract. In submitting a response to this RFP, Proposer will be deemed to have agreed to each clause unless the proposal identifies an objection and County agrees to a change of language in writing. All objections to any provisions of the final Contract should be listed by the Proposer on *Attachment C – Exceptions to RFP*.

#### **J. Confidential Information**

All proposals, bids and materials submitted become property of the County. All proposals/bids received are subject to the "California Public Records Act." While the County takes every measure permissible to keep all "proprietary information" identified, Proposers are asked to label the information "PROPRIETARY" and enclose in a separate envelope marked as such.

#### **K. Final Authority**

The final authority to award Contracts as a result of this RFP rests solely with the San Bernardino County Board of Supervisors (Board). In certain situations, the Board may authorize the Chief Executive Officer (CEO) and/or the Purchasing Agent to award Contracts.

#### **L. Pricing Discrepancy**

In the case of a discrepancy between the written bid or numerical bid set forth on the bid proposal, and the numerical bid set forth in the ePro system, the information on the bid proposal shall prevail.

**Please do not include any additional information that is not required by this Request for Proposal.**

## **IV. SCOPE OF WORK**

### **A. Background**

The Workforce Innovation and Opportunity Act (WIOA), signed into law in 2014, is designed to strengthen and improve our nation's public workforce system. The law focuses on helping Americans, including youth and those with significant barriers to employment, gain access to high-quality jobs and careers. Thus, employers are able to hire and retain skilled workers.

The San Bernardino County Workforce Development Board (WDB) partners with local businesses and educators whose focus is to ensure that the residents of San Bernardino County have the skills, training, and education to achieve their career goals and that employers are able to hire, develop and retain a competitive workforce. These partnerships have been strengthened with the signing and implementation of the America's Job Center of California (AJCC) System Memorandums of Understanding (MOUs) which detail partner roles, services, referral, information sharing and protocols.

Further, the AJCC System MOUs focus on the sustainability and strength of the workforce development system through resource sharing and joint infrastructure funding. The MOUs guide the AJCC System partnerships in the implementation of core programs and services. AJCC System Partners will provide access to the full range of WIOA services through co-location, cross information sharing, direct access through email, and/or identification of single point of contacts at each system partner location.

### **B. Scope**

The WDB is seeking a One-Stop Operator that will deliver the following scope of services:

- Coordinating the service delivery of required one-stop partners and service providers (20 CFR 678.620) in accordance with the AJCC System MOUs
- Monitoring AJCC System MOUs for partner compliance and participation
- Building capacity of the workforce system between partners, including WDD operations and business services
- Assisting with workforce system messaging, including but not limited to working with public relations firm(s) and collecting system-wide success stories from partners
- Reconciling AJCC System Partner contributions - actual system and infrastructure costs incurred through the AJCC System MOU

## **V. CONTRACT REQUIREMENTS**

In developing the proposal, the Proposer should carefully review the contractual requirements listed in Section V and take into consideration the rights, obligations, and costs associated therewith. Any change in the contractual requirements in Section V, which the Proposer desires, must be specified in the proposal or the requested change will be deemed to have been waived. The terms "Proposer" and "Contractor" are used interchangeably herein.

### **A. General**

#### **1. Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. By submitting a proposal

hereunder, Proposer(s) agree to be bound by the federal terms and conditions which may be imposed as a condition of the receipt of funding pursuant to Title I of the WIOA: Catalog of Federal Domestic Assistance (CFDA) # 17-259, Federal Grant Award Number 10-254-3597. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

## **2. Iran Contracting Act of 2010**

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

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

## **3. Representation of the County**

In the performance of the Contract, Proposer, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of San Bernardino County.

## **4. Relationship of the Parties**

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

## **5. Proposer Primary Contact**

The Proposer will designate an individual to serve as the primary point of contact for the Contract. Proposer or designee must respond to County inquires within two (2) business days. Proposer shall not change the primary contact without written notification and acceptance of the County. Proposer will also designate a back-up point of contact in the event the primary contact is not available.

## **6. Change of Address**

Proposer shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

## **7. Subcontracting**

Proposer agrees not to enter into any subcontracting contracts for work contemplated under the Contract without first obtaining written approval from the County. Any subcontracting shall be subject to the same terms and conditions as Proposer. Proposer

shall be fully responsible for the performance and payments of any subcontractor's contract.

**8. Contract Assignability**

Without the prior written consent of the County, the Contract is not assignable by Proposer either in whole or in part.

**9. Contract Amendments**

Proposer agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Proposer and the County.

**10. Duration of Terms**

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

**11. Time of the Essence**

Time is of the essence in performance of this Contract and of each of its provisions.

**12. Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

**13. Mutual Covenants**

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

**14. Contract Exclusivity**

This is not an exclusive Contract. The County reserves the right to enter into a contract with other proposers for the same or similar services. The County does not guarantee or represent that the Proposer will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

**15. Termination for Convenience**

The County for its convenience may terminate this Contract in whole or in part upon ten (10) calendar day's written notice. Such adjustment shall provide for payment to the Proposer for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Proposer shall promptly discontinue services unless the notice directs otherwise. Proposer shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

**16. Attorney Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Part B-1 Indemnification.

**17. Choice of Law**

This Contract shall be governed by and construed according to the laws of the State of California.

**18. County Representative**

The Deputy Director of WDD or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. The San Bernardino County Board of Supervisors must approve all amendments to this Contract.

**19. Venue**

The venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

**20. Fiscal Provisions**

- a. The maximum amount of reimbursement/payment under this Contract shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Proposer's services and expenses incurred in the performance hereof, including travel and per diem.
- b. All contracts shall be cost reimbursement eligible.
- c. Contractor shall provide County itemized monthly invoices, in arrears, for services performed under this Contract by the 10<sup>th</sup> of the month for the end of the previous month. The County shall make payment to Contractor within sixty (60) working days after receipt of the completed invoice with required supporting documents or the resolution of any billing dispute. Invoice must reflect both purchase order number and applicable proposal number to initiate payment and be on County approved template.
- d. Proposer shall accept all payments from County via electronic fund transfer (EFT) directly deposited into the Proposer's designated checking or other bank account. Proposer shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- e. County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Proposer or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

- f. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Proposer shall not use current year funds to pay prior or future year obligations.
- g. Funds made available under this Contract shall not supplant any federal, state or any government funds intended for services of the same nature as this Contract. Proposer shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Proposer agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

### **21. Licenses, Permits and/or Certifications**

Proposer shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Proposer shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Proposer will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain required licenses, permits and/or certifications may result in immediate termination of this Contract.

### **22. Notification Regarding Performance**

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Contract, the Proposer shall notify the County within one (1) working day, in writing and by telephone.

### **23. Conflict of Interest**

Proposer shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Proposer shall make a reasonable effort to prevent employees, Proposers, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed, by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Proposer's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

### **24. Improper Consideration**

Proposer shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Proposer shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Proposer. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

## **25. Employment of Former County Officials**

Proposer agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Proposer. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Proposer. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

## **26. Improper Influence**

Proposer shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract, or shall have any relationship to the Proposer or office or employee of the Proposer.

## **27. Material Misstatement/Misrepresentation**

If during the course of the administration of this Contract, the County determines that Proposer has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

## **28. Inaccuracies or Misrepresentations**

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

### **29. Ownership of Documents**

All documents, data, products, graphics, computer programs, and reports prepared by the Proposer pursuant to this Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to the County at the completion of work under this Contract, subject to the requirements of Section V, Paragraph A, 15 (Termination for Convenience). Unless otherwise directed by the County, Proposer may retain copies of such items.

### **30. Copyright**

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency and Proposer as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Proposer in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

### **31. Release of Information**

No news releases, advertisements, public announcements or photographs arising out of this Contract or Proposer's relationship with County may be made or used without prior written approval of the County.

### **32. Participation Clause**

The County desires that Municipalities, School Districts, and other Tax Districts within the County of San Bernardino requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Agreement. Upon notice, in writing, the Proposer agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

- a. Such governmental body does not have and will not have in force any other contract for like purchases.
- b. Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

### **33. Damage to County Property, Facilities, Buildings or Grounds**

The Proposer shall repair, or cause to be repaired, at its own cost, all damage to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Proposer or employees or agents of the Proposer. Such repairs shall be made immediately after Proposer becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Proposer fails to make timely repairs, the County may make any necessary repairs. The Proposer, as determined by the County, for such repairs shall repay all costs incurred by the County, by cash payment upon demand or County may deduct such costs from any amounts due to the Proposer from the County.

**34. Air, Water Pollution Control, Safety and Health**

Proposer shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

**35. Drug and Alcohol-Free Workplace**

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Proposer agrees that the Proposer and the Proposer's employees, while performing service for the County, on County property, or while using County equipment:

- a. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- c. Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to a Proposer or Proposer's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Proposer shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Agreement the Proposer has with the County, if the Proposer or Proposer's employees are determined by the County not to be in compliance with above.

**36. Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

**37. Disclosure of Criminal and Civil Proceedings**

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

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

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

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

### **38. Employment Discrimination**

During the term of the Contract, Proposer shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Proposer shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

### **39. Debarment and Suspension**

The Proposer certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549.

### **40. Informal Dispute Resolution**

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other

in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

#### **41. Records**

Proposer shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for agreement performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Proposer's personnel, consultants, subcontractors, Service/Scope of Work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

#### **42. Personally Identifiable Information**

Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

### **B. Indemnification and Insurance Requirements**

#### **1. Indemnification**

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

#### **2. Basic Insurance Requirements**

##### **Additional Insured**

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional insured's with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage

shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

### **Waiver of Subrogation Rights**

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

### **Policies Primary and Non-Contributory**

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

### **Severability of Interests**

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

### **Proof of Coverage**

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

### **Acceptability of Insurance Carrier**

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

### **Deductibles and Self-Insured Retention**

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

### **Failure to Procure Coverage**

In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems

necessary and any premiums paid by the County will be promptly reimbursed by the Proposer or County payments to the Proposer(s)/Applicant(s) will be reduced to pay for County purchased insurance.

### **Insurance Review**

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

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

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

### **3. Insurance Specifications**

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

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

#### **Workers' Compensation/Employers Liability**

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

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

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

**Commercial/General Liability Insurance**

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

The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations)
- d. Explosion, collapse and underground hazards.
- e. Personal Injury
- f. Contractual liability
- g. \$2,000,000 general aggregate limit

**Automobile Liability Insurance**

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

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

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

**Umbrella Liability Insurance**

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

**Professional Services Requirements**

**Professional Liability** – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits  
or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the Contract work. The claims made

insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after Contract completion.

### **C. Right to Monitor and Audit**

#### **1. Right to Monitor**

The County, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by the County.

In the event the County determines that Contractor’s performance of its duties or other terms of this Contract are deficient in any manner, County will notify Contractor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Proposer shall remedy any deficiency within forty-eight (48) hours of such notification, or County at its option, may terminate this Contract immediately upon written notice, or remedy deficiency and off-set the cost thereof from any amounts due the Proposer under this Contract or otherwise.

#### **2. Availability of Records**

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later.

### **D. Correction of Performance Deficiencies**

1. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
2. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a. Afford Proposer thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
  - b. Discontinue reimbursement to Proposer for and during the period in which Proposer is in breach, which reimbursement shall not be entitled to later recovery; and/or
  - c. Withhold funds pending duration of the breach; and/or
  - d. Offset against any monies billed by Proposer but yet unpaid by County those monies disallowed pursuant to Item “2” of this paragraph; and/or
  - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Proposer. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Proposer under this Contract and the balance, if any, shall be paid by the Proposer upon demand.

## VI. PROPOSAL SUBMISSION

### A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.
2. Eligible Proposers include: private entities, public educational institution, community-based organization, non-profit or for-profit agency, or government agency.
3. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
4. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
5. All proposals, bids and materials submitted become property of the County. All proposals/bids received are subject to the "California Public Records Act." While the County takes every measure permissible to keep all "proprietary information" identified, Proposers are asked to label the information "PROPRIETARY" and enclose in a separate envelope marked as such.
6. All information submitted in the proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. and the following. Proposals may contain financial or other data that constitutes a trade secret. To protect such data from disclosure, Proposer should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of the response:

**NOTICE**

*The data on pages \_\_\_\_\_ of this proposal response, identified by an asterisk (\*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under federal, state, and local law.*

The proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Proposer will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure

under federal, state, and local law. The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur.

Proposals or bids must be received by the designated date and time. All Proposers must submit a proposal that is original (not duplicated from other sources) and developed within the past thirty (30) days. Proposers must submit one (1) original and six (6) copies of the unbound proposal to the location identified in this solicitation. Proposals or bids must be submitted as paper responses and must be received by the designated date and time. Proposals may be submitted by mail or in person to the address listed in Section I, Paragraph H and will be time/date stamped when received and can be withdrawn at any time prior to the scheduled deadline for submission of the proposal or bid. **All proposers/bidders must register with the ePro system prior to the proposal deadline or they will be disqualified. Late or incomplete proposals or bids will not be accepted.**

System-related issues in ePro shall be directed to Proposer/Vendor support at [ePro.Vendor@buyspeed.com](mailto:ePro.Vendor@buyspeed.com) or at (855) 800-5046. For procurement questions involving ePro, please contact the Purchasing Department at (909) 387-2060.

## **B. Proposal Presentation**

1. All proposals must be typewritten in Arial size 12 font on 8 ½ X 11 paper, neatly typed, one-sided pages, with normal (1-inch) margins and single-spaced. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.
2. Proposals shall be limited to a maximum of twenty-five (25) pages (excluding flowcharts, exhibits, and attachments).
3. One (1) original and six (6) copies, for a total of seven (7), of the complete proposal must be received at the location specified in this solicitation by the deadline for receipt of proposal specified in Section II-Proposal Timeline. The original and all copies must be in a sealed envelope or container. Sealed package must contain the following on the outside: Proposer Name, Address, Telephone Number, RFP Number, RFP Title, and the Proposal due date.
4. Hand carried proposals may be delivered to the address identified in Section I, Paragraph G, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the County. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

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

## **C. Proposal Format**

All Proposers must respond to the questions and instructions contained in this RFP. Answer questions in concrete language, use quantifiable measurements whenever possible, and be specific about the role of each collaborator.

Response to this RFP must be in the form of a proposal package, which must be submitted in the following format:

1. **Cover Page – Attachment A** is to be used as the cover page for the proposal. This form must be fully completed and signed by an authorized officer of the Proposer.
2. **Proposal Contents Checklist – Attachment B** is to be used as the table of contents. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Proposal Contents Checklist.
3. **Statement of Experience & Proposal Description**  
Include the following in this section of the proposal:
  - a. Business name of the prospective Proposer and legal entity such as corporation, partnership, etc.
  - b. Number of years the prospective Proposer has been in business under the present business name, as well as related prior business names.
  - c. A summary of the relevant qualifications and experience in providing the services solicited in this RFP. Clearly demonstrate the ability to be effective in this role.
  - d. Statement that the Proposer does not have any commitments or potential commitments which may impact the Proposer's ability to perform this Contract.
  - e. A brief synopsis of the Proposer's understanding of the County's needs and how the Proposer plans to meet these.
  - f. A concise statement of the services proposed.

#### 4. **Project Team**

Include the following in this section:

- a. Project Team Organization Chart that clearly shows:
  - i. Organization of the team, and
  - ii. Hierarchy of the members, and
  - iii. Organizational framework, and
  - iv. Key staff name for each role identified in the chart.
- b. Resumes of key project team members(s)

For Organizations with single party teams, a Project Team Organization Chart is not required. For Section 4 of the proposal, include a statement of explanation and a resume.

#### 5. **Narrative 1 – Demonstrated Ability**

In this section:

- a. Describe and provide project profiles that directly relate to this project in terms of size and/or scope. Clearly indicate in the profile the scope of services Proposer provided for that project.
- b. Describe Proposer's projects/programs designed using innovative approaches, methods for continuous improvement, evolution of project/programs, and data-driven outcomes.
- c. Describe experience relating to serving as a liaison, establishing and maintaining constructive and cooperative interpersonal relationships with high-level managers,

and internal/external customers/stakeholders to accomplish the organization's mission, and adapting approaches to different people and situations.

- d. Describe the Proposer's ability to clearly communicate and explain program, agency, or departmental policies.
- e. Describe Proposer's ability to establish objectives and strategies for accomplishing program specific outcomes.
- f. Address each of the items described in the Scope of Work, Section IV Paragraph B and describe experience and ability for each.

## **6. Narrative 2 – System Support**

In this section:

- a. Describe Proposer's relationships with education partners, community based organizations, and other government agencies.
- b. Describe Proposer's ability to build service tools, engage partners, and expand service capacity.
- c. Describe the extent of Proposer's knowledge of and experience with WIOA, mandated Partners, and Partner programs

## **7. Work Plan and Schedule**

Include the following:

- a. Summary of management/work plan for this Project;
- b. Project schedule with estimated project milestones.

## **8. Cost**

In this section, submit a project budget that outlines how the proposed plan will be carried out; the costs must be directly related to the objectives and activities of the scope of work. The budget is the basis for management, fiscal review, and audit; the budget must cover the entire contract period. The County estimates the funding amount not to exceed \$125,000 per year.

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

Sample budget form provided on *Attachment C*.

## **9. References**

Provide three (3) references from other agencies that Proposer has worked with on a project of this nature. References need to be submitted directly to the contact person listed in Section I, Paragraph H on the Reference Form available on the ePro system with this RFP. In the proposal, provide a description of the three references with Contact Name, Phone Number, and dates of service provided.

## **10. Exceptions to RFP**

Complete *Attachment D*.

**11. Statement of Certification** (*Attachment E*) - Include the following in this section of the Proposal

- a. A statement that the offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.
- b. A statement that all aspects of the proposal, including the fee proposal, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.
- c. A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the County to pursue any remedy by law.
- d. A statement that the Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.
- e. A statement that the Proposer agrees to provide the County with any other information the County determines is necessary for an accurate determination of the Proposer's ability to perform the services as proposed; and
- f. A statement that the prospective Proposer, if selected will comply with all applicable rules, laws and regulations.

**12. Licenses, Permits and/or Certifications**

Provide copies of all licenses, permits and/or certifications as required under Section V, Paragraph A, 21.

**13. Employment of Former County Officials**

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Proposer's business. The information provided must include a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business and should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of Proposer's business. For purposes of this section, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

**14. Insurance**

Submit evidence of ability to insure as stated in Section V, Paragraph B, Indemnification and Insurance Requirements.

**VII. PROPOSAL EVALUATION AND SELECTION**

**A. Initial Review**

All proposals will be initially evaluated by WDD staff as follows to determine if they are eligible to be considered and evaluated and to determine if they meet the following minimum requirements:

1. The proposal must be complete, in the required format defined in Section VI Paragraph C, and be in compliance with all the requirements of this RFP.
2. Prospective Proposers must meet the requirements as stated in the Minimum Proposer requirements as outlined in Section I, Paragraph E – Minimum Proposer Requirements.

Failure to meet all of these requirements will result in a non-responsive proposal that will be rejected with no further evaluation or consideration. Failure to meet all of these requirements will result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation and if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential, the County may choose to accept the proposal. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.

#### **B. Evaluation Committee**

The County will establish an independent Evaluation Committee with responsibility for reviewing all proposals that meet the Minimum Proposer requirements outlined in Section I, Paragraph D and conducting the reviews, evaluations, and scoring described in Section VII. In addition, the Evaluation Committee, may, in its sole discretion, utilize outside experts and financial consulting or reporting services to assist in the evaluation process.

The Evaluation Committee will conduct an evaluation of all proposals under the criteria set forth in Section VII, Paragraph D. The Evaluation Committee will rank all proposals and reject any proposals that do not meet the minimum qualifications as stated in this RFP.

#### **C. Evaluation of Proposals**

Proposals meeting the Initial Review requirements will be evaluated by the Evaluation Committee with the responsibility for reviewing all proposals and conducting the reviews, evaluations, and scoring the proposals.

All eligible proposals shall be reviewed for costs that are reasonable, allowable, necessary, and competitive, as measured by a review of the line item budget, the project design, and its competitive standing as compared to all other proposals. A minimum score of seventy (70) points is required to be successful.

The successful Proposer will be selected on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services requested.

#### **D. Evaluation Criteria**

This RFP represents the initiation of a competitive process designed to obtain the service of the most competent bidder consistent with the County's general contracting requirements. The County will follow the general guidelines below in evaluating the proposals, selecting successful contractors and awarding Contracts.

The County shall have sole discretion over the evaluation of the Proposals. Proposal will be evaluated using a point system in the areas of Demonstrated Ability, Program Design, Cost Reasonableness, and Systems Objectives.

A total of 100 points, a minimum score of 70 points out of 100 is required to be considered successful. Only successful proposals will be considered for funding.

Proposals will be evaluated against other proposals. Consideration of any or all of the criteria is at the County's sole discretion. The County reserves the right to verify information contained in the proposal. If the information cannot be verified, the County reserves the right to reduce the rating points.

No proposal shall be rejected if it contains a minor irregularity, defect, or variation if the irregularity, defect or variation is considered by the County (at the County's sole discretion) to be immaterial or inconsequential. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation, or the County may elect to waive the deficiency and accept the Proposal.

The successful Proposer will be selected on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. The County will use the following criteria in its evaluation and comparison of proposals submitted. The order in which they appear is not intended to indicate their relative importance.

1. Responsiveness to the RFP.
2. Professional reputation of the firm.
3. Experience with projects similar to those described in this RFP.
4. Adequacy of firm's support staff or sub-contractors.
5. Satisfaction of current/past clients.
6. Depth and breadth of experience relative to these types of services.
7. Accuracy of cost estimates.

The Evaluation Committee may contact any of the Proposer's client references to discuss the Proposer's qualifications and past performance. The results of any such reference checks will be considered in the evaluation and scoring of proposals.

The County reserves the right to require a pre-award interview, site inspection, and/or telephone conference call to verify information contained in the proposal.

The County may also contact any proposer to clarify any response; contact any current users of a proposer's services; solicit information from any available source concerning any aspect of a proposal; request an oral presentation of any or a select few proposers; and seek and review any other information deemed pertinent to the evaluation process.

## **E. Proposal Scoring**

The Evaluation Committee will use the following scoring guidelines for reviewing proposals.

1. **Minimum Qualifications – Total 31 Points**
2. **Demonstrated Ability (Narrative 1) – Total 34 Points**
3. **System Support (Narrative 2) – Total 20 Points**

#### **4. Cost Reasonableness – Total 15 Points**

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

Cost is an important factor in the evaluation process, but the County is not obligated to accept the lowest cost application. At the County's discretion, considerations other than price may factor into a decision as to which services (and product, if applicable) provide the best value to the County. Such considerations may include:

- a. Qualifications of key staff
- b. Relevant project experience
- c. Past performance
- d. Environmental considerations
- e. Value added services
- f. Any other relevant factors listed in the solicitation

#### **F. Negotiations**

Following the completion of evaluations by the Evaluation Committee and the scoring of Proposals in accordance with this Section, the Evaluation Committee will make a recommendation for award of a Contract(s). The Deputy Executive Officer of the Workforce and Economic Development (DEO) or his designee will propose funding recommendation to an Ad Hoc committee of the WDB. The WDB Ad Hoc committee will consider WDD's recommendations and may accept or reject WDD's recommendation in making its decision. The full WDB will consider the Ad Hoc committee's recommendation during a public meeting. The WDB's final funding decision will be submitted to the San Bernardino County Board of Supervisors (Board). In certain situations, the Board may authorize the Chief Executive Officer (CEO) and/or the Purchasing Agent to award Contracts.

#### **G. Award**

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

#### **H. Disputes Relating to Proposal Process and Award**

In the event a dispute arises concerning the proposal process prior to the award of the Agreement, the party wishing resolution of the dispute shall submit a request in writing to the Director of Purchasing. Proposer may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Appeal must be in writing.
2. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a denial of award can only be brought on the following grounds:

1. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.

2. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Laurie Rozko, Director  
County of San Bernardino  
Purchasing Department  
777 E. Rialto Avenue  
San Bernardino, CA 92415-0760

The County Purchasing Agent shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the Agreement. The decision of the County Purchasing Agent shall be deemed final.

**ATTACHMENT A – COVER PAGE**

<b>Proposer's Information</b>	
Agency Name:	
Agency Address:	
Program Name:	
Program Contact Person:	
Telephone #:	
Fax #:	
Email:	
Contract Signatory:	
Telephone #:	
Email:	
Federal ID#:	

<b>Agency Status</b>	
Years in Operation:	
<b>Check Appropriate Box:</b>	
Public Non Profit	
Private Non-Profit	
Government Corporation	
Private For-Profit	
Community Based Organization	

**Program Description.** Briefly summarize the proposed program:

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**PROPOSER'S AUTHORIZED SIGNATURE:**

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ATTACHMENT B – PROPOSAL CONTENTS CHECKLIST**

**The following requirements apply to all prospective Proposers.**

Proposer's Legal Name: \_\_\_\_\_

<b>Documents to be Submitted with Proposals:</b>	
	<u>Page</u>
Cover Page - Proposal Cover Sheet	
Proposal Contents Checklist	
Statement of Experience & Proposal Description	
Project Team	
Demonstrated Ability (Narrative 1)	
System Support (Narrative 2)	
Work Plan and Schedule	
Cost	
References	
Exceptions to the RFP	
Statement of Certification	
Licenses, Permits, and/or Certifications	
Employment of Former County Officials	
Insurance	
Attachments:	

**PROPOSER 'S AUTHORIZED SIGNATURE:**

**SIGNED:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ATTACHMENT C – SAMPLE BUDGET FORM**

**Contractor Name:** \_\_\_\_\_ **Proposed Contract Amount:** \_\_\_\_\_

Budget Category	2017 Budget Amount	2018 Budget Amount	2019 Budget Amount
*Staff Salaries and Benefits			
Staff Travel/Training/Meetings			
Overhead Costs			
Coordinating the service delivery of required one-stop partners and service providers in accordance with the AJCC System MOUs			
Monitoring AJCC System MOUs for partner compliance and participation			
Building capacity of the workforce system between partners, including WDD operations and business services			
Assisting with workforce system messaging, including but not limited to working with public relations firm(s) and collecting system-wide success stories from partners			
Reconciling AJCC System Partner contributions - actual system and infrastructure costs incurred through the AJCC System MOU			
Other (Specify Please)			
Program Profit			
Total:			

**\*\*\*A Staffing Worksheet is required to be submitted with this budget form**



**ATTACHMENT D – EXCEPTIONS TO RFP**

PROPOSER NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE# ( ) \_\_\_\_\_ FAX # ( ) \_\_\_\_\_

I have reviewed the RFP, General Agreement Terms and Sample Agreement in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.)

**Name of Authorized Representative** \_\_\_\_\_

**Signature of Authorized Representative** \_\_\_\_\_

**Date** \_\_\_\_\_

**ATTACHMENT E – STATEMENT OF CERTIFICATION**

The following statements are incorporated in our response to the County of San Bernardino.

	<b>Statement</b>	<b>Agree (initial)</b>	<b>Agree with qualification (initial and attach explanation)</b>
1.	The offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.		
2.	All aspects of the proposal, including the fee proposal, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.		
3.	All declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the County to pursue any remedy by law.		
4.	Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and an Agreement awarded.		
5.	Proposer agrees to provide the County with any other information the County determines is necessary for an accurate determination of the Proposer's ability to perform the services as proposed; and		
6.	Proposer, if selected will comply with all applicable rules, laws and regulations.		