



**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)  
TITLE I YOUTH PROGRAM SERVICES  
REQUEST FOR PROPOSALS (RFP) # 1218**

The Employment and Human Services Department (EHSD) on behalf of the Workforce Development Board of Contra Costa County (WDBCCC) and Youth Committee (YC) are seeking proposals for the delivery of Workforce Innovation and Opportunity Act (WIOA) Title I Youth services in Contra Costa County. Successful bidders will provide youth workforce development services, including the required WIOA youth program elements in an approach designed to enhance participants' essential employability skills and assist youth in pursuing and achieving their educational and career goals. WDBCCC and YC are particularly interested in innovative approaches that leverage WIOA dollars to expand services and numbers of youth served, support Career Pathway approaches, and connect youth to education and training opportunities leading to careers in the board's targeted industry sectors and other in-demand occupations.

Total funding is estimated at **\$1,200,000** for one (1) or more one-year contracts commencing July 1, 2025. Renewals will be based on satisfactory performance, available funding, and the continued need for services.

Interested parties are invited to attend a

**Virtual Bidders' Conference/Information Session**

Scheduled for

**Date: Wednesday, February 12, 2025**

**Time: 10:00 AM – 12:00 Noon**

**Via GoToMeeting**

A Bidders' Conference/Informational Session will be held via GoToMeeting webinar on **Wednesday, February 12, 2025, from 10:00 AM to 12:00 Noon**. The Bidder's Conference/Informational Session will provide information on completing a response to the RFP and give opportunity to ask questions and receive instruction on how to submit your proposal. If you plan to attend, please RSVP by email to [contractbid@ehsd.cccounty.us](mailto:contractbid@ehsd.cccounty.us). Please also register via this link: <https://attendee.gotowebinar.com/register/1752426266401585760>

After registering, you will receive a confirmation email containing information about how to join the webinar.

**Proposal submissions are due by 5:00 p.m. on March 7, 2025.**

Please call the EHSD, Contracts Unit at (925) 608-4969 or submit email to [contractbid@ehsd.cccounty.us](mailto:contractbid@ehsd.cccounty.us) with any questions about the process for this RFP.

Thank you in advance for your effort in preparing your response.



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## SECTION 1: LEGAL NOTICE

REQUEST FOR PROPOSAL #1218

WORKFORCE DEVELOPMENT BOARD

WORKFORCE INNOVATION and OPPORTUNITY ACT (WIOA) TITLE I YOUTH PROGRAM SERVICES

The Contra Costa County Employment and Human Services Department (EHSD) on behalf of the Workforce Development Board of Contra Costa County (WDBCCC), announces the issuance of **Request for Proposal (RFP) 1218**, making available up to **\$1,200,000** for the delivery of year-round youth program services under the Workforce Innovation and Opportunity Act (WIOA) in Contra Costa County.

Successful bidders will provide youth workforce development services, including the required WIOA youth program elements in an approach designed to enhance participants' essential employability skills and assist youth in setting and pursuing educational and career goals. WDBCCC and Youth Committee are particularly interested in innovative approaches that leverage WIOA dollars to expand services and numbers of youth served and connect youth to education and training opportunities leading to careers in the board's targeted industry sectors and other in-demand occupations.

A recommended Bidders' Conference/Informational Session will be held via GoToMeeting webinar on **Wednesday, February 12, 2025, from 10:00 AM to 12:00 Noon**. Attendance at the Bidder's Conference is not required for a proposal to be considered. Agencies interested in attending the virtual Bidder's Conference must register for RFP 1218 WIOA Youth Services webinar via this link: <https://attendee.gotowebinar.com/register/1752426266401585760>

After registering, you will receive a confirmation email containing information about how to join the webinar. Please also send an email RSVP to [contractbid@ehsd.cccounty.us](mailto:contractbid@ehsd.cccounty.us).

The Bidder's Conference/Informational Session will provide information on completing a response to the RFP and give opportunity to ask questions and receive instructions on how to submit your proposal.

**Proposal submissions are due by 5:00 p.m. on March 7, 2025** without exception.

For complete RFP details, submission requirements, and a copy of the RFP, visit the EHSD website at: <https://ehsd.org/overview/contracting-opportunities/> or by calling (925) 608-4969.



## SECTION 2: RFP TIMELINE

Event/Location	Date
RFP Published and Announced	January 30, 2025
Virtual Bidder's Conference/Informational Session	February 12, 2025
RFP Questions due to EHSD	February 12, 2025
Responses to RFP Questions Published by EHSD	February 19, 2025
<b>Deadline for RFP Submission to EHSD</b>	March 7, 2025
EHSD Compliance Evaluation	By March 13, 2025
EHSD Fiscal Evaluation	By March 24, 2025
WDB Program Review and Evaluation	By April 14, 2025
Award Letter Sent	April 15, 2025
Appeal Period (10 business days after Award Letter issuance)	Concludes April 28, 2025
Contract Negotiation and Processing	April 28 – May 15, 2025
Anticipated Contract (s) Start Date	July 1, 2025

All dates are subject to change as deemed in the best interest of EHSD.

Contact (RFP Process only):           EHSD Contracts Unit  
Contact Phone:                           (925) 608-4969  
Contact Email:                           contractbid@ehsd.cccounty.us

A recommended Bidders' Conference/Informational Session will be held via GoToMeeting webinar on **Wednesday, February 12, 2025, from 10:00 AM to 12:00 Noon**. Attendance at the Bidder's Conference is not required for a proposal to be considered. Agencies interested in attending the virtual Bidder's Conference must register for RFP 1218 WIOA Youth Services webinar via this link: <https://attendee.gotowebinar.com/register/1752426266401585760>. After registering, you will receive a confirmation email containing information about how to join the webinar.

*Submit questions about this RFP to [contractbid@ehsd.cccounty.us](mailto:contractbid@ehsd.cccounty.us) with "RFP 1218" in the subject line by February 12, 2025. Responses to questions will be posted on the EHSD website under RFP 1218 by February 19, 2025.*



### SECTION 3: REQUEST FOR PROPOSALS INTRODUCTION

#### 3.1 Solicitation

The Contra Costa County Employment and Human Services Department (EHSD) on behalf of the Workforce Development Board of Contra Costa County (WDBCCC), announces the issuance of **Request for Proposal (RFP) 1218**, making available up to **\$1,200,000** for the delivery of year-round youth program services under the Workforce Innovation and Opportunity Act (WIOA) in Contra Costa County.

Successful bidders will provide youth workforce development services, including the required WIOA youth program elements, in an approach designed to enhance participants' essential employability skills and assist youth in setting and pursuing educational and career goals. The WDBCCC and YC are particularly interested in innovative approaches that leverage WIOA dollars to expand services, the number of youths served, and connect youth to education and training opportunities leading to careers in targeted industry sectors and in-demand occupations.

Through this RFP, the WDBCCC intends to procure one (1) or more qualified organizations to provide Title I WIOA Youth services via one-year contracts with the option to extend the agreement(s) for three (3) additional one-year periods based on need, performance, and funding availability.

#### 3.2 Qualified Bidders

Eligible Bidders are organizations that on their own, or in formalized partnership with other organizations, have the administrative and programmatic capacity and expertise to provide comprehensive youth services under the provisions of WIOA.

Should a consortium or collaboration of organizations respond to this RFP, the proposal must clearly demonstrate all contractual responsibility (i.e. administration, coordination, implementation and performance) rests solely with one legal entity and that the proposed arrangement would enable the Bidder to provide timely, efficient, and quality services.

Bidders **must NOT**:

- Be debarred or suspended, or otherwise excluded from, or ineligible for, participation in Federal assistance programs. This is inclusive of the organization and its principal staff.

Bidders **must** have:

- Documented success providing services that are the same or similar to those requested in this RFP to WIOA eligible youth or similar high-risk youth/young adult populations (homeless, individuals who are basic skills deficient, returning citizens, people with disabilities, current and former foster youth, people without a high school diploma or equivalent and English language learners, and low-income youth with documented barriers to employment).



- Demonstrated experience collaborating and coordinating program services with other community organizations.
- Demonstrated capacity to operate and administer federally funded youth programs, including financial and participant reporting.
- A track record of providing services that lead to long-term employment outcomes including the following performance indicators:
  1. Employment or post-secondary enrollment after program completion.
  2. Employment retention at six (6) and twelve (12) months after program completion.
  3. Attainment of Industry-recognized credentials.
  4. Wage gains.
- In-depth knowledge of the East Bay region and the capacity to respond to the needs of Contra Costa's youth/young adults.

### 3.3 Estimated Funding & and Funding Priorities

The WDBCCC anticipates awarding up to \$1,200,000 in WIOA youth funding. Stated dollar amounts are based on projected availability of funding and are subject to change.

To align WIOA expenditure requirements and local funding priorities, the WDBCCC is:

1. Focusing seventy-five percent (75%) of its youth allocation on services for WIOA **Out-of-School** Youth.
2. Requiring a minimum of forty percent (40%) of youth funds to be spent on **work-experience** (paid or unpaid work experience, summer employment, pre-apprenticeship, internships, job shadows and on-the-job training). Proposals that demonstrate robust work-experience components are a priority for the WDBCCC and the YC.

For more information on WIOA Youth Program expenditure requirements and Program Requirements, see EDD Directive WSD17-17 [wsd17-07.pdf \(ca.gov\)](http://www.edd.ca.gov/wsd17-07.pdf).

WIOA funds are federal funds and are passed through from the United States (US) Department of Labor (DOL) and the California Employment Development Department (EDD). Contracts resulting from this RFP will stipulate that the provider is a sub-recipient of federal funds and therefore subject to additional oversight and monitoring.

Federal Award Identification Number (FAIN) is: 24A55AT000059  
Catalog of Federal Domestic Assistance Number (CFDA) is: 17.259  
Program Title: Workforce Innovation and Opportunity Act (WIOA) Youth Formula  
Agency: US Department of Labor  
Office: Employment & Training Administration



WIOA funds shall **not** be used:

1. To purchase real property, construct buildings, or build the infrastructure of contractors beyond immediate program needs.
  - o Facility depreciation costs are not allowable, and equipment purchases may require pre-approval from the state pass-through agency.
2. To place a WIOA youth in a position that would displace a current employee.
3. To assist, promote, or deter union organizing.
4. To employ or train participants in sectarian activities.
5. In the construction, operation, or maintenance of any part of a facility to be used for sectarian instruction or religious worship.
6. For activities that would interfere with or replace regular academic requirements for eligible youth who are not dropouts.

For more information about Allowable Costs, see Employment Development Department Workforce Services Directive WSD16-16 Allowable Costs and Prior Written Approval [ALLOWABLE COSTS AND PRIOR WRITTEN APPROVAL \(ca.gov\)](#).

### **3.4 Service Delivery Areas**

The WDBCCC and the YC intend to focus investments on high poverty areas and/or areas of Contra Costa in which assets and resources are scarce. Special consideration will be given for proposals that serve the most under-resourced communities and priority populations.

The WDBCCC local workforce area includes incorporated and unincorporated areas of Contra Costa County except for the City of Richmond.

Bidders may propose provision of services on a county-wide basis or for any of the sub-county regions described below.

West Contra Costa County is defined as Crockett, El Cerrito, Hercules, Rodeo, San Pablo, Pinole and unincorporated areas of Richmond, excluding the City of Richmond.

Central Contra Costa County is defined as Concord, Clayton, Martinez, Walnut Creek, Alamo, Danville, Pleasant Hill, Lafayette, Moraga, Orinda and San Ramon.

East Contra Costa County is defined as Bay Point, Antioch, Brentwood, Byron, Discovery Bay, Pittsburg, Oakley and additional unincorporated areas within Eastern Contra Costa County.

### **3.5 Bidder's Conference**

Prospective bidders are invited to attend a virtual Bidder's Conference scheduled for 2/12/25.





The purpose of the Bidders' Conference is to clarify the contents of this RFP and the RFP process. Such clarifications may aid potential bidders in deciding whether to submit proposals. It is not intended to provide technical assistance to individual bidders on how to prepare their proposal responses. Interested bidders must also register for the webinar via this link:

<https://attendee.gotowebinar.com/register/1752426266401585760>

After registering, you will receive a confirmation email containing information about how to join the webinar. Interested bidders are requested to also RSVP via email to:

[Contractbid@ehsd.cccounty.us](mailto:Contractbid@ehsd.cccounty.us).

### **3.6 Conflict of Interest**

To ensure a free and open competition that avoids any conflict of interest or unfair advantage, real or apparent, EHSD's conflict of interest policy will be strictly followed. "Any individual who develops specifications, RFPs, evaluates or makes recommendations on such proposal(s), or participates in any manner in the procurement of goods or services with WIOA funds shall NOT be eligible to compete in the procurement."

### **3.7 Questions about RFP**

Potential Bidders may pose questions about the RFP process or content by submitting questions to EHSD. Questions about RFP content must be submitted by February 12, 2025 via email to [contractbid@ehsd.cccounty.us](mailto:contractbid@ehsd.cccounty.us) with RFP 1218 in the subject line or during the Bidders' Conference. Responses to the questions will be posted on the EHSD website Contracting Opportunities page under RFP 1218 by February 19, 2025.

### **3.8 Ex Parte Communication**

EHSD will enforce the prohibition on ex-parte communication during this RFP process. Ex-parte communication restricts RFP bidders from contacting staff of the WDBCCC to provide information regarding this RFP.

### **3.9 Right to Amend or Cancel**

EHSD reserves the right to delay, amend, or cancel all or any part of this RFP at any time without prior notice. EHSD also reserves the right to modify the RFP process and timeline as is deemed necessary. This RFP does not commit EHSD to accept any proposal, nor is EHSD responsible for any costs incurred by Bidders in the preparation of responses to this RFP.

EHSD reserves the right to reject any or all proposals, to accept or reject any or all items in the proposal and to award contracts in whole or in part as is deemed to be in the interest of EHSD.

### **3.10 Restriction and Disclosure**

Any information deemed confidential or proprietary by the Bidder must be clearly marked and identified by the Bidder as such and include an explanation of why such information is exempt



from disclosure under applicable law. Such clearly marked and identified confidential or proprietary information will be protected and treated with confidentiality only to the extent permitted by law. Information not protected from disclosure by law will be considered a public record.

Proposals will be received, maintained, and may be disclosed to the public consistent with the California Public Records Act and the Freedom of Information Act. Proposals will be exempt from disclosure until the evaluation and selection process has been completed. Bidders should be aware that EHSD is required by law to make its records available for public inspection and copying, with certain exceptions (see California Public Records Act, California Government Code Section 6250 et seq. and the Freedom of Information Act - 5 U.S.C. Sec. 552).

EHSD will not notify Bidder of requests for release of information or that EHSD released data unless EHSD receives a request for information previously marked and identified by Bidder as confidential or proprietary. If EHSD receives a request for release of such previously marked and identified confidential or proprietary information, EHSD will notify Bidder of such request to allow Bidder to challenge such request consistent with applicable law.

## SECTION 4: BACKGROUND

### 4.1 Workforce Development Board & Youth Committee Overview

The WDBCCC is a 25-member board comprised of executives and other leaders from private industry, economic development, education, labor, community-based organizations, and public agencies. Appointed by the Contra Costa County Board of Supervisors, members of the WDBCCC work towards a vision of economic prosperity by building a workforce development network that includes strategic partnerships with a wide range of organizations and businesses, the use of industry sector strategies, leveraging of investments to increase impact, a data-driven approach that includes using economic intelligence in decision-making, and shared accountability for results.

The WDBCCC, in partnership with the Contra Costa Board of Supervisors, adopted a Strategic Plan, which guides the actions of the Board and articulates the priorities established for its investments. Applicants should align their proposals to the plan's goals, objectives and strategies. The Strategic Plan can be accessed at, <https://www.wdbccc.com/policies-agendas/> and selecting "View WDBCCC Local Plan and Modifications."

As a standing sub-committee to the Workforce Board, the WDBCCC YC provides expertise that assists the WDBCCC with planning, operational and other issues relating to the provision of services to youth/young adults. The Committee and Board envision a comprehensive system, with a full range of services and opportunities that integrates the themes of youth development



with workforce development and holds youth, including disconnected youth, at the center of that vision.

#### 4.2 Workforce Innovation and Opportunity Act (WIOA)

Services requested under this RFP are governed by the WIOA enacted July 2014. Guidance and information on the implementation of WIOA can be found on the Department of Labor's (DOL) website: <https://www.doleta.gov/wioa/>.

WIOA focuses on serving eligible out-of-school youth ages 16 -24, work-based learning, and career pathways; and reflects DOL's commitment to "providing high-quality services for disconnected youth and young adults; beginning with career exploration and guidance; continuing support for educational attainment; opportunities for skills training in in-demand industries and occupations; and culminating with a good job along a career pathway or enrollment in post-secondary education."

### SECTION 5: PROGRAM DESCRIPTION/SERVICES REQUESTED

More than 1 in 10 Californians between the ages of 16 and 24 were not in school, working, or looking for a job in 2022. In many cases, these young people face additional challenges, including being low-income, homeless, young parents, in foster care or involved in the justice system. Disconnected youth and young adults are twice as likely to live in poverty, three times as likely to not have a high school diploma or its equivalent and three times as likely to have a disability. Disconnected girls and young women are more than three times as likely to have a child as their connected counterparts. Strategies to reach and engage these vulnerable young people must be a priority.

Activities proposed should connect youth with industry-focused education and training and lead to employment and attainment of post-secondary credentials.

#### 5.1 WIOA Youth Program Design Requirements

Proposals must include the following program design areas. Bidders must describe each of these components in their proposals. The Department of Labor (DOL) issued document provides a further description and breakdown of the WIOA Youth Program Design and the fourteen (14) WIOA Youth Program Elements [TEGL 21-16.pdf](#).

1. **Outreach, Recruitment, Orientation**: Outreach and recruitment include identifying potentially eligible youth and providing an orientation informing youth of the full array of services (WIOA and non-WIOA) available and how to access these services.
2. **Intake and Eligibility Determination**: The Service Provider will be responsible for determining WIOA Youth program eligibility. Individuals found not to be eligible for WIOA services should be connected with organizations/services that are more appropriate.



3. **Objective Assessment (OA) and Referral**: OA acts as the foundation for goal setting. (i.e. educational, employment, credential attainment, etc.). Each eligible youth must receive an OA that reviews: basic skills, education, work history, occupational skills, employability, interests, aptitudes, developmental needs, supportive service needs and strengths for the purpose of identifying appropriate services and career pathways and informing the individual service strategy.
4. **Individual Service Strategy (ISS)**: The ISS is a written plan of action that identifies age-appropriate short and long-term goals that include career pathways, education and employment goals, and service needs. The ISS must directly link activities and services to one or more indicators of performance.

## 5.2 WIOA Fourteen (14) Youth Program Elements

Programs must be able to provide access to each of the fourteen (14) WIOA youth program elements either directly or through collaboration with other organizations or through referrals. WIOA Services will depend upon the needs and goals identified by the participant and case manager as documented in the participant's ISS. Proposals should outline how each of the program elements will be made available to youth that need them.

1. Tutoring, Study Skills Training, Instruction, and Dropout Prevention activities that lead to the completion of a high school diploma or recognized equivalent.
2. Alternative Secondary School and Dropout Recovery Services assist youth who have struggled in traditional secondary education or who have dropped out of school.
3. Paid and Unpaid Work Experience is a structured learning experience in a workplace and provides opportunities for career exploration and skill development; the work experience definition includes summer employment, pre-apprenticeship, internships, job shadows and on-the-job-training opportunities.
4. Occupational Skills Training is an organized program of study that provides specific skills and leads to proficiency in an occupational field.
5. Education Offered Concurrently with Workforce Preparation is an integrated education and training model combining workforce preparation, basic academic skills, and occupational skills.
6. Leadership Development Opportunities encourage responsibility, confidence, employability, self-determination, and other positive social behaviors.
7. Supportive Services enable an individual to participate in WIOA activities. Examples include assistance with transportation, books, work-clothing, tools, childcare, legal aid services and other supports. Service Providers should establish linkages with entities that can provide non-WIOA funded supportive services.
8. Adult Mentoring is a formal relationship between a youth and an adult mentor with structured activities where the mentor offers guidance, support, and encouragement.
9. Follow-up Services are provided following program exit to help ensure youth succeed in employment or education.



10. Comprehensive Guidance and Counseling provides individualized counseling to participants, including drug/alcohol and mental health counseling.
11. Financial Literacy Education provides youth with the knowledge and skills they need to achieve long-term financial stability.
12. Entrepreneurial Skills Training provides the basics of starting and operating a small business and develops entrepreneurial skills.
13. Services that Provide Labor Market Information offer employment and labor market information about in-demand industry sectors or occupations.
14. Postsecondary Preparation and Transition Activities that help youth prepare for and transition to postsecondary education and training.

### 5.3 Additional Program Expectations

#### 1. Industry Focus

The WDBCCC and the East Bay Regional Planning Unit intend to focus investments on and career preparation in priority sectors in which job growth is predicted to be much greater than average:

- a) Advanced Manufacturing;
- b) Health and Life Sciences;
- c) Construction/Energy/Engineering;
- d) Information Communications Technology, including Digital Media; and
- e) Transportation and Logistics.

Additionally, the YC recognizes that good jobs may be found in all sectors and that the following have shown promise for youth/young adults in Contra Costa County:

- a) Automotive
- b) Education
- c) Public Sector / Government

Bidders may identify additional priority sectors in their proposals but should make the case for their inclusion. Proposals will be evaluated on the quality of connections and level of collaboration with industry.

#### 2. Physical and Programmatic Accessibility

All WIOA Title I-financially assisted programs and activities must be programmatically accessible. This includes providing reasonable accommodations for individuals with disabilities, making reasonable modifications to policies, practices, and procedures, administering programs in the most integrated setting appropriate, communicating with persons with disabilities as effectively as with others, and providing appropriate



auxiliary aids or services, including assistive technology devices and services, where necessary to afford individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of, the program or activity.

Proposals should include strategies for identifying and removing physical and programmatic barriers to program participation.

### 3. Regional Partnerships

The WDBCC works to align local and regional resources to increase access, reduce duplication, close service gaps and promote collaboration. Proposals should demonstrate strong partnerships within the community and broader workforce systems such as:

- a) America's Job Centers of California (AJCCs)
- b) Higher education institutions
- c) K-12 schools
- d) CalWORKs
- e) Adult education
- f) Juvenile and adult justice systems
- g) Housing programs
- h) Community based organizations
- i) Vocational rehabilitation programs
- j) Employers and industry associations
- k) Other organizations with expertise and resources relevant to the needs of the youth/young adult population

The WDBCCC is an active participant in multiple regional initiatives including East Bay Regional Health Partnership and Earn & Learn. Bidders are encouraged to describe commitments to supporting these initiatives, coordinating services, leveraging funding, sharing and utilizing data, connecting individuals and businesses to resources, and to demonstrating understanding of and/or involvement in regional initiatives.

#### 5.4 WIOA Youth Eligibility Requirements/Required Target Populations

Participants served with WIOA youth funds must meet eligibility requirements established by the law. If proposing to serve both In-School youth (ISY) and Out-of-School Youth (OSY), be specific about the differences in strategy, service delivery, and service components used to address the needs of these two (2) populations.

Bidders may submit a single proposal to serve ISY or OSY or both. If awarded funds to serve both in-school and out-of-school youth, two (2) separate contracts may be required.



1. Definition of an eligible **out-of-school youth** is:

- a) Not attending Any School (except as listed below)
  - WIOA Title II Adult Education
  - Youth Build
  - Job Corps
  - Non-K-12 funded high school equivalency programs
  - Non-K-12 funded dropout reengagement programs; and
- b) Age sixteen (16) through age twenty-four (24) at the time of enrollment; and
- c) One or more of the following:
  - A school dropout; within age of compulsory attendance but has not attended for at least the most recent complete school year calendar quarter
  - A recipient of a secondary school diploma or its recognized equivalent who is low-income and either basic skills deficient or an English language learner
  - An individual subject to the juvenile or adult justice system
  - A homeless individual, a homeless child or youth, a runaway
  - An individual in foster care or who has aged out of foster care
  - An individual who is pregnant or parenting
  - An individual with a disability

2. Definition of an eligible **in-school youth** is:

- a) Attending any school (including high school, post-secondary, except as noted in the OSY definition)
- b) Age of sixteen (16) years through age twenty-one (21) years at time of enrollment
- c) Low-income
- d) Meeting one or more additional conditions:
  - Basic Skills deficient
  - English language learner
  - Subject to the justice system
  - Homeless/Runaway
  - In Foster Care or aged out of the Foster Care system
  - Pregnant or Parenting
  - An individual with a disability

## 5.5 Program Management & WIOA Performance

The WDBCCC is seeking highly accountable programs with a current and/or past history of meeting performance standards that are the same or similar to those identified below. Service Providers will be required to demonstrate how their programs are able to help WIOA participants achieve the outcomes measured by WIOA.



1. Placement in employment, education, or training: *The percentage of participants who are in employment, education, or training during the 2<sup>nd</sup> quarter after program exit.*
2. Placement in employment, education, or training: *The percentage of participants who are in employment, education, or training during the 4<sup>th</sup> quarter after program exit.*
3. Earnings after entry into unsubsidized employment: *The median earnings of participants who are in employment during the 2<sup>nd</sup> quarter after program exit.*
4. Credential Attainment Rate: *The percentage of participants enrolled in an education or training program who obtain an industry-recognized credential during participation or within one (1) year after program exit (Participants who obtain a high school diploma, HiSET, GED must also gain employment, enroll in advanced training, or enroll in post-secondary)*
5. Measurable skills gains: *Percentage of participants in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational or other forms of progress towards such a credential or employment.*

Bidders should complete the Table of Proposed Performance Outcomes (Form #3) to propose the number of enrollments, credential attainments, job/post-secondary placements and exits.

## 5.6 Tracking Requirements

Service Providers must utilize EDD's CalJOBS data management system for maintaining electronic participant files that meet the specifications of the WDB. These records are a focal point for accountability and include the entry of individual participant data such as eligibility determination and documentation, demographics, participant activities, case notes, outcomes and follow-up data.

Proposals should highlight experience with electronic case files, data tracking and outcome reporting.

## SECTION 6: REQUIRED PROPOSAL FORMAT

The Bidder requirements in this section are mandatory. The proposal must clearly demonstrate Bidder's ability to provide the requested services. The section provides information regarding the format in which proposals should be submitted, the requirements that must be met to be eligible for consideration, the Bidder's responsibilities, and the documents that must be included. Failure to comply with the required proposal format may deem a proposal as nonresponsive. Contra Costa County reserves the right to waive any nonmaterial variation.





## 6.1 General Submittal Requirements

Electronic Submission – RFP Proposal Submissions will **only** be accepted via **EHSD.org website** at <https://ehsd/overview/contracting-opportunities/>.

Submissions must consist of (2) files – file #1 consists of the submitting agency’s proposal and file #2 consists of the submitting agency’s financial documents.

- **File #1:** Save as “RFP 1218 -*Bidder Name*-Proposal”. This file must contain the Bidder’s proposal and all required attachments as specified in the RFP and must be signed by officials authorized to bind the Bidder to the provisions of the RFP.
- **File #2:** Save as “RFP 1218 -*Bidder Name*-Financials”. This file must contain all required financial documents / attachments as specified in the RFP.

Please select the “**Submit Bid**” button at the bottom of the proposal announcement page. Complete the required fields on each screen and upload the two (2) files when prompted to do so. Once you submit, a notification will be emailed to you confirming that your bid has been received. The email will be sent to the address provided during the submission process. **DO NOT** email files to EHSD.

To ensure EHSD has received proper notification of your RFP submission, you **must** call: (925) 957-5645 and follow the instructions provided after you submit your proposal.

Any proposal received after the deadline will be rejected. Mail-in, hand-delivery, and faxed submissions are not acceptable.

A proposal and required attachments must be submitted as specified and must be signed by officials authorized to bind the Bidder to the provisions of the RFP.

As a component of the Financial Proposal package, Bidder must submit one (1) copy of the organization’s most recent audited financial statements. If not available, a review or compilation of financial statements prepared by a Certified Public Accountant (CPA) must be submitted. A copy of the latest filed tax return must be submitted if financial statements prepared by a CPA are not available.

If the organization is subject to the Single Audit requirements set forth in the Code of Federal Regulations, Title 2, Part 200, Subpart F, and 45 CFR 75, a copy of the organization’s most recent Single Audit must be submitted. If awarded a contract, bidders will be required to have audited financial statements during the period of performance.



Proposals and required attachments must be submitted as specified and must be signed by officials authorized to bind the bidder to the provisions of the RFP.

A proposal may be withdrawn in person by a bidder's authorized representative prior to the RFP submission deadline of March 7, 2024. To withdraw a proposal, the bidder's authorized representative must provide appropriate identification (i.e. driver's license) and sign a receipt attesting to withdrawal of the proposal.

Programmatic responses must be clear and in the order in which they appear on the Proposal Checklist. Proposals must set forth accurate and complete information as required in this RFP. Unclear, incomplete, and/or inaccurate documentation may not be considered for contract award. Falsification of any information may result in disqualification.

Proposals received are considered the property of EHSD and will not be returned.

All costs of proposal preparation shall be borne by the bidder. EHSD shall not be liable for any pre-contractual expenses incurred by bidders in the preparation and/or submission of the proposals. Proposals shall not include any such expenses as part of the proposed budget.

## 6.2 Formatting Requirements

Narrative materials are to be single-spaced, 8 1/2" X 11" page size, with no less than 1" margins on each side of the page. Bidders must use an easily readable typeface no less than size 12-point.

The total proposal **should not exceed twenty (20) pages** excluding cover statement, statement of qualifications form, budget, budget narrative, required attachments and fiscal attachments.

Proposals should be without expensive artwork, unusual printing, or other materials not requested or essential to the utility and clarity of the proposal. Information on evaluation criteria and weight factors is included in this RFP packet.

## 6.3 Required Documents

In addition to the Proposal Outline and content as described below, bidders must include the required forms reflected in Section 9 (Required Forms), keeping narratives as concise as possible while providing the information requested. Excess pages exceeding the stated limits will be removed before the proposals are distributed for evaluation

Information and forms included in the proposal package must be presented in the order outlined and numbered sequentially (excluding fiscal attachments).



## 6.4 Proposal Outline and Content

Assemble and arrange each proposal in the order reflected on the Proposal Checklist and address the required content/questions. **The order of items presented is important**, as reviewers will follow this order looking for specific areas to evaluate. Refer to Scoring Methodology Section 7.5 to assure adherence and responsiveness to scoring requirements.

### 1. Proposal Cover Statement (Form #1)

This must be the first page of the proposal. The Proposal Cover Statement with original signatures of official(s) authorized to bind the entity. Do not place anything in front of this page.

Briefly describe your proposed program, including specific target populations, number of participants to be served, where services will be provided, type of program and duration of services, expected outcomes, amount of funds requested, and the key features of your program. Identify any partners with whom you will collaborate and offer key components of the program design.

### 2. Statement of Qualifications (Form #2)

The Proposal Cover Statement (Form #1) and Statement of Qualifications (Form #2) are not scored; however, they must be included, or the RFP Proposal will not be considered and rated.

### 3. Project Proposal Narrative (maximum of 20 pages)

Maximum of twenty (20) pages **excluding** the Proposal Cover Statement (Form #1), Statement of Qualifications (Form #2), Client Flow Charts, résumés, organizational charts, required fiscal attachments and addendums, and Budget and Financial Information.

#### A. **Organization Description and Qualifications (10 Points)**

- i) Provide an overview of the lead organization, including: primary location, type of organization (for-profit, nonprofit, etc.), size, years in business, history of, mission and vision, major services, and any other relevant information.
- ii) If submitting a collaborative proposal, describe the nature and roles of relationship(s) with the project partners, e.g. Memorandums of Understanding/Contracts among partners, and any previous activities that have incorporated the expertise of other agencies that may include planning and service delivery.
- iii) Provide evidence of the organization's ability to successfully perform the services described in this RFP, including descriptions of past projects completed with a similar scope of work and previous experience with WIOA programs.
- iv) Describe the organization's knowledge, expertise, and experience working with the target populations.



- v) Describe your organization's experience working as part of a collaborative effort to provide connected and leveraged services.
- vi) Describe the organization's ability to collect, track and report fiscal and participant data.
- vii) Describe the staffing plan and qualifications, including planned training and staff development activities.
- viii) Describe your organization's capacity to deliver services consistent with the expectations described in this RFP.
- ix) Provide an organizational chart.

## B. Program Content (Total 45 Points)

### 1) Program Design (maximum of 20 points)

#### a) Target Population, Recruitment, and Enrollment:

- i. Identify the service area(s) you are targeting. Bidders may propose providing services on a county-wide basis or for any of the sub-county regions described in this RFP.
- ii. Describe the specific WIOA Youth population(s) to be served and number of individuals to be served. Include special characteristics and demographics, social, academic and other elements to demonstrate your working knowledge of the populations and communities you propose to serve.
- iii. Be clear about your target populations and whether you intend to serve all WIOA eligible youth or a sub-set of youth (foster youth, justice involved, youth with disabilities, English language learners, etc.).
- iv. Describe your plan to identify, recruit, and enroll youth into the program. Highlight innovative outreach strategies you will use to reach this population.
- v. Describe the intake process, including the collection of basic information from potential clients, informing potential clients of available services in your organization or elsewhere, and determination of client suitability for program services.

#### b) Youth Experience:

- i. Please identify the proposed staff-to-youth ratio.
- ii. Describe the proposed model of service delivery (cohort, open-entry open exit, hybrid approaches).
- iii. Detail the key steps and services, youth and young adults will experience as they progress through the program from recruitment to exit and follow-up.
- iv. Attach a client flow chart (not included in the page count).
- v. Describe how you will ensure, measure and continuously improve the experience of the youth and young adults in your program.



- c) **Supportive Services:**  
Describe the types and availability of supportive services (WIOA and non-WIOA) you will use to address participant's barriers to participation in the program.
- d) **Performance, Administration and Project Management:**
- i. Describe your strategy for monitoring and measuring WIOA youth performance measures and outcomes.
  - ii. Describe your process for ensuring quality, compliance and proper documentation for all youth files.
  - iii. Describe how you will ensure funds are used properly and according to the spending plan.
- e) **Collaboration, Partnerships, Leverage:**
- i. Describe partnerships you will use to implement the program. Identify demonstrated connections and existing functional partnerships with alternative education, adult education, and post-secondary institutions including community colleges, advanced skills training entities, apprenticeship training, four-year colleges and universities, labor organizations, community-based organizations and/or other service providers.
  - ii. You must demonstrate, through the narrative, that all collaborative partners have previous successful experience in providing the services to the target population.
  - iii. Include leveraged resources and specific roles and responsibilities of each partner.
- f) **Access and Locations:**
- i. Where will services be provided? A main office, a satellite office or co-located with other organizations in the targeted service areas.
  - ii. If technology is a method for service-delivery, provide details in your proposal.
- g) **Coordinate Services with America's Job Center (one-stops):**  
Under WIOA, young adults who are 18 years or older may be eligible to receive services through WIOA Adult and Dislocated Worker Programs. WIOA mandates that youth services be coordinated throughout the region's America's Job Centers of California (AJCC).
- i. Please describe how the agency will coordinate youth services with the America's Job Center of California (AJCC).



- h) **Employer Connections:**
- i. Describe your relationship with employers in the WDB's five identified priority industry sectors: Advanced Manufacturing, Health and Life Sciences, Energy, Construction/Engineering, and Information Communications Technology and Digital Media and the specific roles employers will play in your program.
  - ii. Describe how you have developed internships, job shadows, occupational skill training, apprenticeships, work experience, placement in employment, and/or other work-based learning activities with employer partners.
  - iii. Describe your approach to job placement and how you will identify employment opportunities for program participants.
  - iv. Describe how you track and manage employer engagement.
2. **Program Components (maximum of 25 points)**
- \* *Note:* Consideration will be given for applicants' use of innovative, results-based program models that demonstrate an understanding of promising practices in youth development and youth employment. This section directly relates to the provision of the required fourteen (14) WIOA Youth Program elements.
- a) **Assessment Strategies:**  
Describe the assessment instruments and processes you propose to use with individual students/ youth and how the assessment will be used to inform planning and service delivery.
- b) **Educational Services:**
- i. Describe how you will implement tutoring, study skills training, and proven dropout recovery strategies to assist youth and young adults in the completion of secondary school resulting in the attainment of a high school diploma or its recognized equivalent.
  - ii. Describe how you will help youth and young adults prepare for and transition to training or post-secondary education.
  - iii. Describe how you will connect young people to education/training programs that include occupational skills training, apprenticeship program, and post-secondary education.
  - iv. Describe how these education/training programs will lead to jobs with livable wages.
- c) **Career Pathways:**
- i. Describe how you will help youth and young adults become aware of career pathways and their respective industry sectors, with a focus on the WDB's five (5) identified priority industry sectors: Advanced Manufacturing, Health and Life Sciences, Energy/Construction/Engineering, and Information



Communications Technology including Digital Media and Transportation and Logistics

- ii. Describe how you will connect youth to education/training that leads to post-secondary degrees and/or industry-recognized certifications.

d) **Work Experience:**

- i. Describe how you will provide youth with work-based learning opportunities (internships, work experience, pre-apprenticeship/apprenticeship, job shadows, etc.).
- ii. Describe how a minimum of forty percent (40%) of funds will be spent on work experience.
- iii. **Explain your capacity to operate as the “Employer of Record” for paid work experiences\*.**

e) **Work Readiness, Financial Literacy and Entrepreneurship Training:**

- i. Describe the proposed work-readiness training and standards for completion.
- ii. Describe the financial literacy education and entrepreneurial skills training you will offer.

f) **Youth Development:**

- i. Describe leadership development opportunities, including community service and peer-centered activities and other positive social and civic behaviors.
- ii. Describe how you plan to incorporate adult mentoring for program participants.

g) **Follow Up Activities:**

Describe the follow up activities (WIOA requires a minimum of one (1) year of follow-up for all youth).

**C. Past Performance (maximum of 15 Points)**

1. Describe your recent WIOA performance (if applicable) or detail the outcomes of similar projects or services you have provided. ([See Section 5.5](#))

**D. Measures and Results (maximum of 15 Points)**

1. **WIOA Measures**

Identify the specific elements of your program design that will lead to attainment of the WIOA and other defined performance measures and/or local outcomes. Describe the types of documentation and/or supplemental data that will be used to document performance.

2. **Other Impact Measures**



Identify other measures you propose to document the program’s impact on youth, the overall effectiveness of the program and how it will support the goals of the Strategic Plan of the WDB. Examples might include youth enrolled or earning credentials in industry training aligned with the WDB’s priority sectors.

**E. Budget & Budget Narrative (maximum of 15 points)**

1. Complete a line-item budget for programs under this RFP, showing all costs (Form #4 Program Budget). An electronic template is posted on the EHSD website under RFP 1218 in Contracting Opportunities.
2. Provide a Program Budget Narrative. Each budget cost item must be detailed in the narrative and should reflect the basis for computations.
3. Leveraged funds: Describe leveraged funds that the agency or collaborators will bring to this project. This can include cash contributions, staff effort, space, or other revenue generation and in-kind contributions. List each source of leveraged resources, the dollar value, and the function of each leveraged resource.

**6.5 Proposal Checklist**

All items listed below shall be completed and included in submittal package at time of submission to County as per the RFP. This list is intended to assist responding organizations. It is the sole responsibility of each responding organization to ensure that their proposal conforms to the requirements of the RFP. Forms are provided in Section 9 (Required Forms).

**Proposals must be submitted in the following order with documents as described (unless otherwise noted).**

**PROPOSAL FILE**      [File #1: Save as “RFP 1218-Agency Name-Proposal”]

- 1. Proposal Cover Statement (Form #1)**
- 2. Statement of Qualifications (Form #2)**
- 3. Project Proposal Narrative (Max 20 pages)**
  - Organization Description and Qualifications (10 points)
  - Program Design (20 points)
  - Program Components (25 points)
  - Past Performance (15 points)
  - Measures and Results (15 points)
- 4. Attachments**
  - Client Flow Chart (Include with Proposal)
  - Proposed Performance Table (Form #3)**
  - Organizational Chart (Include with Proposal)
  - Budget and Budget Narrative (Form #4) (15 points)**





**FISCAL FILE** [File #2: Save as "RFP1218-Agency Name-Financials"]

- Fiscal Management Narrative**

Include a brief description of the organization's accounting system and internal controls. Describe fiscal policies and procedures or reference what is attached in the Fiscal Attachments section. Include descriptions of the following as appropriate: timekeeping system, payroll system, inventory system, cost allocation plan and the methodology used to prorate common operating costs. Explain the ledger system used for receivables, payables, expenses, disbursements, and petty cash.
  
- Fiscal Attachments**
  - Copy of bidder's IRS 501(c)(3) determination letter attached to original proposal copy (if agency is a non-profit organization).
  - Copy of bidder's manual of fiscal procedures and policies, *if available*.
  - Copy of bidder's most recent audit including any applicable corrective action plans. A review or compilation of the financial statements prepared by a CPA may be submitted in lieu of an audit/audited financial statements if the latter are not available. A copy of the latest filed tax return must be submitted if a review or compilation is not available. Bidders who currently do not have audited financial statements must provide a certified letter stating that a financial statement audit will be performed during the period of performance should the bidder be awarded the contract.
  - Copy of current Agency or Department Budget with revenue sources indicated. If you are applying as a department within a large agency, then the budget of the department may be submitted. Indirect costs included in the budget must be supported (NICRA or de minimis applied to Modified Total Direct Costs or other approved Cost Allocation Plan).

## SECTION 7: EVALUATION PROCESS AND CONTRACT AWARD

### 7.1 Evaluation Process

Each proposal is subject to a three (3) stage evaluation process to determine responsiveness to the RFP requirements: Compliance Review, Fiscal Review, and Bureau Review and Selection. Proposals will be stored in a designated secure location to ensure confidentiality. No proposals will be opened until after the submission deadline identified in the RFP.



## 7.2 Compliance Review – Pass/Fail

Contracts Unit staff review submitted proposals for completeness and technical compliance with the guidelines of the RFP. Proposals that do not follow the Required Proposal Format will be determined non-responsive and will not be considered for funding.

## 7.3 Fiscal Review

Proposals that pass the Compliance Review will be submitted for review by EHSF Fiscal Staff. Proposals must receive a fiscal review evaluation score of at least **seventy percent (70%)** of the total available 100 points. Proposals not meeting this threshold will be eliminated from further review.

Proposals that do not provide the required audit or financial statements as outlined in Section 6.1 General Submittal Requirements, will be determined non-responsive and will not be considered for funding.

EHSF Fiscal will review the required audited financial statements included with each proposal.

<b>Fiscal Review Scoring Methodology/Rating Sheet</b>	<b>Available Points</b>
Company Solvency	25
Adequate Company Accounting Systems and Internal Controls	25
Ability to Administer Financial System(s)	25
Compliance with Budget Specifications	25
<b>Total available points</b>	<b>100</b>

### 7.3.1 Fiscal Review Scoring Criteria

#### A. Company Solvency – Maximum 25 points

1. Assesses financial position of the organization and results of operations including the source of cash flow from operations, financing, and investments. Provides evidence to ensure there is sufficient cash to operate business for forty-five (45) days and the availability of the line of credit. Illustrates the Ratio of Short-Term Assets to Short-Term Liability: Current Assets/Current Liabilities. Illustrates the Debt to Total Assets Ratio.
2. Identifies if there is any contingent liability noted in the financial statements and if there is an “emphasis of matter” opinion. Identifies if the agency is subject to the Single Audit requirement, and whether the organization has federal compliance findings.



**B. Adequate Company Accounting Systems & Internal Controls and Ability to Administer Financial Systems – Maximum 25 points**

Identifies if the organization submitted a description of its fiscal system including who is responsible for fiscal management, and fiscal procedures and policies as required by the RFP.

**C. Ability to administer financial system(s) - Maximum 25 Points**

Provides evidence of the financial management system that incorporates financial management standards and helps achieve alignment with statutory and regulatory requirements. Illustrates bidder's use of financial management systems to initiate, record, process, and report financial transactions to support bidder's mission in making business decisions and to provide data transparency. It allows bidder to ensure the effectiveness and efficiency of operations, reliability of financial reporting, and compliance with applicable laws and regulations.

**D. Compliance with budget specifications – Maximum 25 Points**

Budget is complete and mathematically accurate. Budget narrative addresses all subsections of the budget template. All cost categories, including indirect costs, are allocated by line item.

**7.4 RFP Evaluation Committee Review**

Responsive proposals that successfully complete the Contracts Compliance Review and the Fiscal Review (referenced above) will be scored and ranked by a team of independent reviewers (RFP Scoring Panel) using the criteria set forth in this RFP. Members of the RFP Evaluation Committee will be required to sign an impartiality statement.

**7.5 Scoring Methodology**

In general, proposals will be evaluated based upon their ability to demonstrate the following:

- Knowledge of WIOA regulations and federal, state, and local policy.
- Ability to enroll, retain and effectively serve youth in WIOA programs.
- Ability to provide a full range of effective youth program services that meet WIOA requirements.
- Ability to meet performance outcomes.
- Collaborative partnerships that increase wrap-around support and enhance or compliment WIOA services.
- Proposed costs are reasonable, allowable, necessary and realistic.
- Program timelines are reasonable and realistic to support program success.



Program elements will be weighted as follows with a maximum score of 100 points using the following criteria guidelines. Specific scoring criteria noted in the linked portion of Section 6.4, Proposal Outline and Content.

RFP Scoring Methodology	
<a href="#">Organization Description and Qualifications</a>	10
<a href="#">Program Content (Program Design)</a>	20
<a href="#">Program Content (Program Components)</a>	25
<a href="#">Past Performance</a>	15
<a href="#">Measures and Results</a>	15
<a href="#">Budget and Budget Narrative</a>	15
<b>Total Available Points</b>	<b>100</b>

## 7.6 Selection of Service Providers

The RFP Scoring Panel will recommend the organization whose proposal is determined to best meet the needs of the WDB. The lowest-cost proposal may not be determined to be the most responsive when all factors of evaluation have been considered.

Additional services may be funded should the WDBCCC determine additional or alternative services would be more effective in meeting the needs of the community or would have greater potential to achieve local performance goals.

The WDBCCC YC will present funding recommendations to the WDBCCC or its Executive Committee, who will make final funding recommendations to the Contra Costa County Board of Supervisors.

## 7.7 Appeals Process

Proposals disqualified for not meeting the deadline for submission are not eligible for appeal.

All bidders will receive notice from EHSD informing them of the funding decisions. If a bidder wishes to appeal the selection or award decision, the bidder must submit a written appeal request to Employment and Human Services Department Director, 40 Douglas Drive, Martinez, CA 94553 or via email to [contractbid@ehsd.cccounty.us](mailto:contractbid@ehsd.cccounty.us) no later than 5:00 pm on the 10th



business day after award notification. The appeal will be conducted in accordance with the EHSD process.

Letters of appeal must state the following:

- The issue(s) appealed;
- How the alleged issue detrimentally affects the appellant; and
- The rectification sought by the appellant.

An appeal will only be considered valid if there has been a violation of one of the following criteria:

- The procurement process as outlined by the RFP was violated in some manner; and/or
- Federal, state, and/or EHSD procurement guidelines have been violated.

An appeal would not be allowed to contest individual scores, the rating system, or dissatisfaction with the evaluation results unless there is a violation of the process as outlined above.

Notification of a final decision on an appeal shall be made in writing to the bidder.

### **7.8 Contract Award and Negotiations**

Successful bidders will be expected to promptly enter into contract negotiations with WDBCCC. This may result in mutually agreed upon changes in plans or activities identified in the proposal. Actual contract(s) may include other agreements and clarifications of activities consistent with the intent of this RFP.

As a result of the contract negotiation process, the WDBCCC reserves the right to:

1. Fund all or portions of a proposal, and/or
2. Require that one (1) awardee collaborate with another for the provision of specific services,
3. Use sources of funds, other than WIOA, to fund all or portions of an awardee's program.

Contact(s) resulting from this RFP are expected to be for a twelve-month period beginning July 1, 2025 with possibility of renewal for three (3) additional one-year periods based on need, performance and funding availability.

### **7.9 Contract Terms and Litigation Warranty**

Bidders, by submitting a proposal, warrant that they are not currently involved in litigation or arbitration concerning their performance as it relates to the same or similar services to be supplied pursuant to the referenced contract and that no judgments or awards have been made against the Bidders on the basis of their performance in supplying the same or similar services, unless such fact is disclosed to the WDBCCC in the proposal. Disclosure will not automatically disqualify the Bidders; however, the WDBCCC reserves the right to evaluate proposal(s) on the



basis of facts surrounding such litigation or arbitration. These will be reviewed and decided upon at the discretion of the WDBCCC.

## SECTION 8: CONTRACTING REQUIREMENTS

### 8.1 County Contract Requirements

Upon acceptance of a proposal and award of a contract by the Board of Supervisors, the successful bidder/s will enter into a standard County contract that specifies:

- a. Parties to the Contract
- b. Effective Dates
- c. Legal Type
- d. Signatories to the Contract
- e. Service Specifications and Provisions for Reporting, Monitoring and Evaluation
- f. Fiscal Provisions
- g. Program Budget
- h. Provisions for audit
- i. Contra Costa County Contract General Conditions
- j. Special Conditions

### 8.2 Additional Requirements

If a consortium of organizations is submitting a proposal, a lead agency must be responsible for overseeing and monitoring its partners and acting as the cognizant fiscal agent for the other partners.

Budgets will be negotiated on a line-item basis and will be examined for reasonableness and necessity in providing services.

Reimbursement requests shall be fully supported by accounting documentation.

### 8.3 Type of Contract

All contracts resulting from this RFP will be cost reimbursement contracts. These contracts provide for the reimbursement of allowable costs which have been identified and approved in the contract, and which were incurred in the operation of the program.

### 8.4 Discrimination and Confidentiality

Discrimination: A Contractor awarded funds under this RFP shall not discriminate against any employee or applicant for employment because of race, sex, gender, age, religion, creed, national origin, ancestry, color, ethnic group identification, gender identity, gender expression, disability (mental or physical), political affiliation, sexual orientation, marital status, medical condition (including pregnancy, childbirth, breastfeeding or related medical conditions), or genetic



information. This includes, but is not limited to the following: employment, upgrading or promotion, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or form of compensation, and selection for training, including apprenticeship. The Contractor shall not, in connection with the employment, advancement, or discharge of employees, discriminate against them because of their age, except upon the basis of a bona fide occupational requirement or retirement plan, or statutory regulation.

### **8.5 Monitoring, Reporting and Record Keeping**

Monitoring: County, state, or federal staff may conduct monitoring of all programs. Representatives of EHSD, the State of California, Department of Labor or contractors of these units of government, and others who have a direct concern in administration of this funding may visit the contractor selected for this program at any time. All agency records must be available for inspection. All areas of the project will be subject to examination, which may include, but not be limited to, inspection of clients' case files, attendance records, and financial and bookkeeping records. Clients may be interviewed to verify eligibility, ensure required procedures 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 agencies collaborating with the contractor to ensure provision of agreed-upon services. In the event that contract requirements are not met, termination of contract may be considered after all other corrective action fails to improve grantee's compliance with contract requirements or performance goals. EHSD will conduct financial monitoring reviews of all subrecipients.

Reporting: Contractor shall be responsible for submitting accurate management information reports and forms on time and in the manner prescribed by the EHSD and will coordinate with the EHSD designated staff. Contractor will ensure that fiscal claims are submitted in entirety and the manner prescribed by the EHSD Fiscal Officer. Contractor shall receive reimbursement for costs by submitting monthly cost statements together with a request for payment by the tenth (10<sup>th</sup>) day of the following month.

Contractor will be required to provide additional reports as agreed-upon in the resulting contract

Record Keeping: Contractor will be expected to maintain complete up-to-date and accurate records and management controls as well as complete any required data collection forms as supplied by EHSD. Contractor is to maintain adequate records of service provision to document compliance with service plan and information on the performance outcomes stated in this RFP.

Contractor will be expected to maintain complete fiscal and accounting records, including, but not limited to, backup documentation to the contract budget, and demonstration of acceptable accounting methods to disburse costs.



## SECTION 9: REQUIRED FORMS

*All forms must be completed and attached to submitted proposals.*

*Electronic templates are posted on EHSD website under "RFP 1218" in "Contracting Opportunities".*

	<u>Form #</u>	<u>Form Title</u>
9.1	#1	Proposal Cover Statement
9.2	#2	Statement of Qualifications
9.3	#3	Table of Proposed Performance Outcomes
9.4	#4	Budget and Budget Narrative Template





**9.1 Form #1: Proposal Cover Statement RFP 1218**  
**Program: WIOA Youth Program Services**

<b>A. Bidder Organization Name</b>		
<b>B. Address &amp; Website:</b>		
<b>C. Name/Title of Contact Person(s)</b>		
<b>D. Phone/E-mail of Contacts</b>		
<b>E. FEIN #</b>		
<b>F. Unique ID # [sam.gov]</b>		
<b>G. Are you MBE/WBE certified?</b> Yes    No    Certifying Agency:		
<b>H. Proposed Program Service Delivery Area(s)/Location(s)</b> East/Far East County <input type="checkbox"/> West County <input type="checkbox"/> Central County <input type="checkbox"/>		
<b>I. Number of youth to be served:</b>	# of Out-of-School Youth	# of In-School Youth
<b>J. Number of Partnering Organizations:</b>	<b>Total Funds Requested</b>	\$
<b>K. Type of Organization:</b> <input type="checkbox"/> for-profit, <input type="checkbox"/> non-profit <input type="checkbox"/> public agency		
<b>L. Provide a brief synopsis of the proposed program. Your synopsis is limited to this space:</b>		

**AUTHORIZATION**

We submit the attached response to the Notice of Request for Proposal No. 1218 dated \_\_\_\_\_ and all attachments and declare that: If this Response is accepted by the Board of Supervisors of Contra Costa County, we will enter into a standard contract with Contra Costa County to provide all work specified herein at the costs, which we have proposed, or in accordance with modifications required by Contra Costa County. Funds obtained through this contract will not be used to supplant funding for other programs operated by the bidder/contractor.

\_\_\_\_\_  
*Signature of Authorized Representative / Title*

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

\_\_\_\_\_  
*Signature of Authorized Representative / Title*

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



## 9.2 Form #2: Statement of Qualifications

1. List any licenses or certifications held by the agency, with expiration dates.

2. a) Who administers the organization's fiscal system?

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

Phone: \_\_\_\_\_

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

Work Schedule: \_\_\_\_\_

b) What CPA firm prepares the organization's annual audit?

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

Phone: \_\_\_\_\_

Address \_\_\_\_\_

3. Number of years' bidder operated under the present business name. List related prior business names, if any and timeframe for each.

4. Number of years' bidder has provided the services described in this proposal or related services.

5. Has bidder failed or refused to complete any contract? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, briefly explain.

6. Is there any past, present or pending litigation in connection with contracts for services involving the bidder or any principal officer of the agency? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, briefly explain.

7. Does bidder have a controlling interest in any other firm(s)? Yes \_\_\_\_\_ No \_\_\_\_\_

8. Does bidder have commitments or potential commitments that may impact assets, lines of credit or otherwise affect agency's ability to fulfill this RFP? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, specify below.

9. Supply names, addresses and phone numbers of two references, one each in the areas of financial/administrative management and social service delivery to substantiate experience and qualifications.



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Bidder attests, under penalty of perjury, that all information provided herein is complete and accurate. Bidder agrees to provide to County other information the County may request as necessary for an accurate determination of bidder's qualifications to perform proposed services.

---

Signature

---

Date

---

Printed Name and Title (Authorized Signatory)

---

Signature

---

Date

---

Printed Name and Title

**Note: When more than one agency will collaborate in providing services(s), each agency involved must complete this form.**



**9.3 Form #3: Table of Proposed Performance Outcomes**

Bidder Organization \_\_\_\_\_

a. Total Funds Requested & b. Approximate Cost Per Participant	
c. # of Out-of-School Youth to be served	
d. # of In-School Youth to be served	
e. Industry Focus (if applicable)	
<b>WIOA Performance Levels (Section 5.5) – Enter proposed number (#) and Percentage (%)</b>	
Placement in employment or Post-Secondary Education 2 <sup>nd</sup> Quarter after exit	
Placement in Employment or Post-secondary Education 4 <sup>th</sup> Quarter after exit	
Median Earnings 2 <sup>nd</sup> Quarter after Exit	
<b>Credential Attainment</b> Recognized credential or secondary diploma/equivalent during participation or within 1 year after program exit	
<b>Measurable Skills Gain</b> Documented academic, technical, occupational, or other forms of progress towards such a credential or employment	
<b>Other Outcomes the Bidder Proposes (if any) – Specify Type and How Measured (example: Customer Satisfaction via survey or exit interview)</b>	
1.	
2.	
3.	
4.	



#### 9.4 Form #4: Program Budget - Budget and Budget Narrative Template

<b>Service Type:</b>		
<b>Lead Applicant Legal Name:</b>		
<b>Contract Budget Term: (do not change)</b>		
<b>Number of youth to be served annually in District 3:</b>		
<b>Proposed County Cost Reimbursement Amount:</b>		
<b>Other Sources of Leveraged Revenue (if applicable):</b>		
<b>Other revenue as a share of County Cost Reimbursement Amount:</b>		
<b>Indirect rate charged to County:</b>		
<b>County cost per participant:</b>		
BUDGET CATEGORY DESCRIPTION	PROPOSED COUNTY COST REIMBURSEMENT AMOUNT	BUDGET NARRATIVE (County Cost)
<b>PERSONNEL AND FRINGE BENEFITS</b>	\$ -	
<b>OPERATING COSTS</b>	\$ -	
<b>OTHER COSTS</b>	\$ -	
<b>PARTICIPANT COSTS</b>	\$ -	
<b>INDIRECT OVERHEAD AND/OR ADMINISTRATIVE COSTS</b>	\$ -	
<b>TOTAL COUNTY COST REIMBURSEMENT AMT:</b>	\$ -	
OTHER SOURCES OF REVENUE (if applicable)	OTHER SOURCES REVENUE AMOUNT (if applicable)	BUDGET NARRATIVE (Other Revenue Sources)
<b>TOTAL OTHER REVENUE:</b>	\$ -	

An electronic template is posted on EHSD website under “RFP 1218” in Contracting Opportunities as FORM #4.



## SECTION 10: APPENDICES

### 10.1 County General Conditions

1. **Compliance with Law.** Contractor shall be subject to and comply with all applicable federal, state and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment and purchasing practices; and wages, hours and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
  - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
  - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated there under, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges there under.



This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents or written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.
5. **Termination and Cancellation.**
  - a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
  - b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance shall be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
  - c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.
6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.
7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered a part of, this Contract.
8. **Modifications and Amendments.**



- a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$200,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent of the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$200,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval. This Contract may be modified or amended by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
  - b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.
9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.
  10. **Choice of Law and Personal Jurisdiction.**
    - a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
    - b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.
  11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.
  12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract





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- as prescribed; nor is the County be thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.
14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.
15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with the County. Contractor covenants that Contractor, its employees and officials, are not employed by the County and have not been so employed by the County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, or attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.
16. **Confidentiality.** To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to



comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify the County for the portion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.
19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
  - a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal



governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.

b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.

c. **Certificate of Insurance.** The Contractor must provide the County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy (ies) or acquire either a new insurance policy (ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract.

20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mail or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.

21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.

22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this



Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6 and waives all rights to further notice or to damages under that or any comparable statute.
24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights and Rights in Data.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and the Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name



or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. **Required Audit.**

- a. If Contractor expends \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.
- b. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
- c. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office, the pass-through entity, and/or the County. If an audit is required, Contractor must provide County with the audit.
- d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

29. **No Implied Waiver.** The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.