



## REQUEST FOR PROPOSALS (RFP) 1225

### Workforce Innovation Opportunity Act (WIOA) Pre-Apprenticeship Training

The Employment and Human Services Department (EHSD) on behalf of the Workforce Development Board of Contra Costa County (WDBCCC) and our Executive Committee announces Request for Proposals (RFP) #1225. This RFP is to solicit competitive proposals for the delivery of Workforce Innovation and Opportunity Act (WIOA) Title I Adult career services to provide Pre-apprenticeship training programs and placement services, targeting individuals with barriers to employment in Contra Costa County. Successful Bidders will provide a broad range of practical job and life-skills to enhance participants' essential employability skills and provide hands-on occupational skills that include the attainment of industry recognized certificates that lead to entry into a Registered Apprenticeship (RA), community college career training program, or high-quality employment leading to family-sustaining wages. WDBCCC is particularly interested in innovative approaches that leverage WIOA dollars to expand services and numbers of adults served, support Career Pathway approaches, and connect adults 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 **\$300,000** for one (1) or more twelve (12) month contract(s) commencing on January 1, 2026. Potential contract 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**  
**Date: Thursday, August 7, 2025**  
**Time: 1:00 PM to 3:00 PM**  
**Via GoToMeeting**

Attendance at the virtual Bidders' Conference is not required for a proposal to be considered.  
**Please register for the virtual Bidders' Conference via this link:**

<https://attendee.gotowebinar.com/register/5118684473115114587>

After registering, you will receive a confirmation email containing information about joining the webinar.

Questions about this RFP can be submitted via email to [contractbid@ehsd.cccounty.us](mailto:contractbid@ehsd.cccounty.us) or by calling the EHSD Contracts Unit at (925) 608-4969.

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

**Proposal submissions are due by 5:00 p.m. PST on Friday, August 22, 2025.**



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WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)  
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**SECTION 1: LEGAL NOTICE**

REQUEST FOR PROPOSALS #1225

WORKFORCE DEVELOPMENT BOARD

WORKFORCE INNOVATION and OPPORTUNITY ACT (WIOA)

PRE-APPRENTICESHIP TRAINING

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 Proposals (RFP) 1225**, making available up to **\$300,000** for the delivery of pre-apprenticeship services under the Workforce Innovation and Opportunity Act (WIOA) in Contra Costa County.

Successful bidders will focus on helping marginalized populations, at-risk populations and individuals facing barriers to employment within Contra Costa County. Successful bidders will provide a broad range of practical job and life-skills to enhance participants' essential employability skills and provide hands-on occupational skills that include the attainment of industry recognized certificates that lead to entry into a Registered Apprenticeship (RA), community college career training programs, or high-quality employment leading to family-sustaining wages.

A recommended virtual Bidders' Conference will be held via GoToMeeting webinar on **Thursday, August 7, 2025, 1:00 PM to 3:00 PM**. Attendance at the Bidders' Conference is not required for a proposal to be considered. **Please register for RFP 1225 WIOA Pre-apprenticeship Training Services virtual Bidders' Conference via this link:**

<https://attendee.gotowebinar.com/register/5118684473115114587>

After registering, you will receive a confirmation email containing information about joining the webinar.

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. PST on Friday, August 22, 2025 without exception.**



WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)  
PRE-APPRENTICESHIP TRAINING  
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**SECTION 2: RFP TIMELINE**

<b>Event/Location</b>	<b>Date</b>
RFP Published and Announced	Friday, 8/1/25
<b>Bidders' Conference/Informational Session</b>	<b>Thursday, 8/7/25 1:00 PM to 3:00 PM</b>
RFP Questions due to EHSD by 5:00 PM PST	Thursday, 8/7/25
Responses to RFP Questions Published by EHSD	Tuesday, 8/12/25
<b>Deadline for RFP Submission to EHSD</b>	<b>Friday, 8/22/25, 5:00 PM PST</b>
EHSD Compliance Evaluation	By Tuesday, 8/26/25
EHSD Fiscal Evaluation	By Tuesday, 9/2/25
WDB Program Review and Evaluation	By Thursday, 9/18/25
<b>Award Letter Sent</b>	<b>Friday, 9/19/25</b>
Appeal Period (10 business days after Award Letter issuance)	Concluding Friday, 10/3/25
Contract Negotiation and Processing	October – December 2025
Anticipated Contract (s) Start Date	January 1, 2026

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](mailto:contractbid@ehsd.cccounty.us)

A recommended Bidders' Conference/Informational Session will be held via GoToMeeting webinar on **Thursday, 8/7/25, 1 PM to 3 PM PST**. Attendance at the Bidder's Conference is not required for a proposal to be considered. **Please register for the Bidder's Conference via this link:**

<https://attendee.gotowebinar.com/register/5118684473115114587>

After registering, you will receive a confirmation email containing information about joining the webinar.

Submit questions about this RFP to [contractbid@ehsd.cccounty.us](mailto:contractbid@ehsd.cccounty.us) with "RFP 1225" in the subject line by 5 pm Thursday, 8/7/25. Responses to questions will be posted on the EHSD website under RFP 1225 by 5 pm, Tuesday, 8/12/25.



## 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 (WDBCCC), announces the issuance of Request for Proposals (RFP) 1225, making available up to **\$300,000** for the delivery of pre-apprenticeship services under the Workforce Innovation and Opportunity Act (WIOA) in Contra Costa County.

This RFP is to solicit competitive proposals for emerging occupations with justification, to provide Pre-apprenticeship Training Program and Placement Services into Registered Apprenticeships and employment across various industries. This training and placement will fill critical workforce skill gaps by creating opportunities for disadvantaged jobseekers to gain exposure to a broad range of occupations and to receive hands-on training to earn industry recognized credentials that can lead into a state recognized Registered Apprenticeship (RA), post-secondary Career Technical Education (CTE) program or direct employment. This program is for residents of Contra Costa County with a focus on priority populations such as veterans and their spouses, low-income individuals, basic skills deficient individuals, those with disabilities, as well as justice involved individuals.

Successful bidders will focus on helping marginalized populations, at-risk populations and individuals facing barriers to employment within Contra Costa County. Successful Bidders will provide a broad range of practical job and life-skills to enhance participants' essential employability skills and provide hands-on occupational skills that include the attainment of industry recognized certificates that lead to entry into RA, CTE, community college career training programs, or high-quality employment leading to family-sustaining wages.

The WDBCCC is seeking to fund Pre-apprenticeship Training Program and Placement Services for a minimum of forty (40) WIOA eligible participants (which can be split into cohorts) during the one (1) year initial funding period of **January 1, 2026 through December 31, 2026**. Contract(s) may be extended for an additional three (3) one-year periods based on need, performance and funding availability. The WDBCCC intends to procure one (1) or more qualified organizations to provide pre-apprenticeship services via annual contracts up to a maximum of four (4) years.

### Estimated Funding

An estimated total funding amounts up to **\$300,000** is available through Federal WIOA Adult funds, for the delivery of program services from January 1, 2026 to December 31, 2026. Stated dollar amounts are based on projected availability of funding and subject to changes. The EHSD WDBCCC may increase or decrease funding at any time, based on funding availability, policy requirements and WDBCCC priorities.



**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)  
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Federal Award Identification Number (FAIN): Determined upon funding notification from the California Employment Development Department (EDD)

Subaward Period of Performance: 1/1/2026 - 12/31/2026

Federal Assistance Listings (AL): 17.258 WIOA Adult

Program Title: Workforce Innovation and Opportunity Act (WIOA) Adult Program

Agency: Department of Labor (DOL)

Office: Employment Training Administration

The selected service provider must be knowledgeable of the allowable costs ([ALLOWABLE COSTS AND PRIOR WRITTEN APPROVAL \(ca.gov\)](#)) for these funding streams to avoid the potential for disallowed costs.

If additional funding from any source, becomes available, the WDBCCC may, at its discretion, incorporate the additional funding into existing Contracts or by consideration of proposals not initially funded under this RFP.

### **3.2 Qualified Bidders**

Eligible Bidders are organizations which on their own, or in formalized partnership with other organizations, have adequate administrative controls and personnel to provide Pre-apprenticeship Training Program and Placement Services for emerging occupations operated under the provisions of WIOA. This includes:

- Public organizations;
- Non-profit organizations;
- For-profit organizations; and
- A collaboration of these organizations.

Bidders who do not currently operate in Contra Costa County must demonstrate the knowledge and capacity to respond to the needs of Contra Costa County's adults who are eighteen (18) years of age and/or older.

Should a consortium or collaboration of organizations respond to this RFP, the proposal must clearly demonstrate that all contractual responsibility (i.e. administration, coordination, implementation and performance) rests solely with one (1) legal entity and that the proposed arrangement would enable the Respondent to provide timely, efficient, and quality services.

WIOA fund management and performance outcomes are rigorous and regularly monitored by the WDBCCC. The WDBCCC recognizes that smaller community-based organizations may not have the capacity to manage WIOA funding but have distinct expertise in working with a specific target population. In these and other instances, the WDBCCC encourages potential Bidders to



consider partnering with other organizations in the community that can provide administrative assistance and oversight.

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 priority populations: low-income, public assistance recipients, formerly incarcerated, veterans, basic skills deficient, disabled, and others who experience challenges to employment;
- Demonstrated connection with labor unions, employers in the emerging occupations such as construction, health, advanced manufacturing, transportation and logistics and information communications technology, and early childhood education;
- Demonstrated experience in collaboration and coordinating program services with other community organizations;
- Demonstrated capacity to conduct and administer federally funded programs, including submission of appropriate financial and participant reports.
- 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; and
- In-depth knowledge of the East Bay region and the capacity to respond to the needs of Contra Costa's Adult population.

The selected Bidder will provide linkages between workforce development, education, social services, other serving organizations, and the business community. This intentional linking of WIOA-funded services with other funding streams creates a more cost effective and cohesive system that maximizes services, minimizes duplication, and improves interagency communication and service coordination.

The service provider will be expected to implement a pre-apprenticeship program that includes, but is not limited to, the following components:





- *Recruitment and Outreach:* Conduct targeted outreach to recruit participants from diverse backgrounds, including women, minorities, veterans, and individuals with disabilities.
- *Skills Development:* Provide training in soft skills (communication, teamwork, problem-solving) and industry-specific technical skills necessary for apprenticeship readiness.
- *Basic Education:* Offer basic literacy and numeracy support, GED preparation, and English as a Second Language (ESL) services, as needed.
- *Occupational Health & Safety Certifications:* Provide necessary certifications such as Occupational Safety and Health Administration (OSHA)-10, Cardiopulmonary Resuscitation (CPR), and First Aid.
- *Work Readiness:* Develop job readiness skills such as resume building, interview preparation, and professional conduct.
- *Support Services:* Assist participants with barriers to participation, such as transportation, childcare, or access to work attire and tools.
- *Career Counseling:* Offer career exploration services and support in selecting appropriate apprenticeship programs in high-demand industries [e.g., construction, manufacturing, healthcare, Information Technology (IT)].
- *Placement Assistance:* Provide support in transitioning participants into registered apprenticeship programs and/or employment upon completion of the pre-apprenticeship program.

### 3.3 Service Delivery Areas

While the Contra Costa County Local Workforce Development Area includes all of Contra Costa County, except for the City of Richmond, the WDBCCC is seeking to fund Pre-apprenticeship Training Program and Placement Services that lead to Register Apprenticeship and employment across emerging occupations in East, Central and West Contra Costa County.

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.

Special consideration will be given for programs in East Contra Costa County due to the continuing effort to drive equity of services across Contra Costa County.

### **3.4 Bidders' Conference**

Prospective bidders are invited to attend a Bidders' Conference scheduled for **Thursday, August 7, 2025, 1:00 pm to 3:00 pm PST**.

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. Attendance at the Bidders' Conference is not required for a proposal to be considered. **Please register for RFP 1225 WIOA Pre-apprenticeship Training Services virtual Bidders' Conference via this link:**

<https://attendee.gotowebinar.com/register/5118684473115114587>

After registering, you will receive a confirmation email containing information about joining the webinar.

### **3.5 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. The policy, as it relates to eligible individuals/organizations states: "Any individual who develops specifications, Request for Proposals (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."

### **3.6 Questions about the 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 5:00 PM PST on Thursday, 8/7/25 via email to [contractbid@ehsd.cccounty.us](mailto:contractbid@ehsd.cccounty.us) with RFP 1225 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 1225 by Tuesday, 8/12/25.



### **3.7 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 WDBCCC and the sub-committee members of the Local Board. Under no circumstances may an individual who is part of the RFP evaluation committee collaborate or provide information regarding this RFP to any Bidder.

### **3.8 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.

### **3.9 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 (Local Board) Overview

The WDBCCC, whose jurisdiction includes the entire County apart from Richmond City, connects employers to a skilled workforce and helps individuals develop the skills needed to thrive in the workplace. The WDBCCC is responsible for the fiscal and programmatic administration of WIOA Title I employment and training funds for Contra Costa County. The WDBCCC is a twenty-five (25) member board comprised of business leaders, and representatives from economic development, education, labor, community-based organizations, and public agencies. Appointed by the Contra Costa County Board of Supervisors (BOS), members of the WDBCCC are charged with shaping and strengthening local and regional workforce development efforts and aligning assets and resources to support the enhancement of a competitive workforce.

The WDBCCC, in partnership with the BOS, has articulated a compelling vision for economic vitality in our county and region. The **WDBCCC Local Plan 2025-2028** currently guides the actions of the Board, and articulates the priorities established for its investments. The Local Plan can be accessed at, [WDBCCC Local Plan 2025-2028 | Workforce Development Board of Contra Costa County](#).

It is the **vision** of the WDBCCC to *support a network that creates and promotes dynamic education systems, high-performing businesses, and a prosperous local economy with an abundance of high-quality jobs and skilled workers to fill them.* Our **mission** is to *promote a workforce development system that meets the needs of businesses, job seekers, and workers, to support a strong and vibrant economy in Contra Costa County.*

Key elements that lead to economic prosperity include high performing businesses, served by a highly skilled workforce, prepared through targeted training programs and dynamic education systems. The WDBCCC works towards the realization of this vision using emerging occupations and industry sector strategies, leveraging of investments to increase impact, and a data-driven approach that includes using economic intelligence in decision-making, and shared accountability for results.

**Construction (inclusive of Energy Efficiency), Health, Advanced Manufacturing, Early Childhood Education, Transportation and Logistics, as well as, Information Communications Technology are priority sectors identified by the WDBCCC.** Sectors are prioritized based on the capacity to provide high quality jobs offering livable wages along clearly articulated and accessible career pathways. Additionally, the Local Board has designated the emerging occupations and industry sectors as a priority for targeted investments in projects that develop the talent necessary to fill the needs of the local labor market.



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

Services requested under this RFP are governed by 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/>. Respondents are encouraged to familiarize themselves with the regulations and guidance issued by the DOL.

The intent of WIOA is to equip workers with the skills necessary to meet business needs and to provide businesses with access to the talent pool needed to compete in their local, regional and global economies. This is achieved by assisting workers, including those with barriers to employment access to employment, education, job-driven training, and support services, by improving services to business, by enhancing program coordination, by streamlining service delivery, utilizing new technology and increasing the flexibility of governance, by aligning programs and services across common goals, and increasing accountability and transparency. WIOA emphasizes quality training that leads to industry-recognized credentials, earn and learn approaches that encourage the coordination of work and learning, regional planning and service coordination, and implementation of sector-based strategies and career pathways.

WIOA envisions America's Job Centers (AJC), known in California as America's Job Centers of California (AJCC) as the cornerstone of the public workforce system. Pre-apprenticeship Training Programs and Placement Services funded under this RFP need to maintain a connection with the AJCCs in their area and be prepared to make some adjustments in programming to comply with future guidance and technical assistance.

### **Regulatory Bodies**

The various governmental units that regulate WIOA activities on an ongoing basis are:

- The U.S. Department of Labor (DOL), which develops and disseminates regulations and procedures;
- The State of California Employment Development Department (EDD) administers WIOA Title I programs at the state level and issues guidance; and
- The State of California Department of Industrial Relations (DIR) Division of Apprenticeship Standards (DAS);
- The WDBCCC, which establishes local direction, and institutes local policy and procedures.



## SECTION 5: PROGRAM DESCRIPTION/SERVICES REQUESTED

### **Pre-Apprenticeship Training Program Service Standards**

Registered Apprenticeship (RA) is an effective “earn and learn” model with a long history of providing career ladders and pathways to economic self-sufficiency. The DOL defines pre-apprenticeship as a program or set of strategies designed to prepare individuals to enter and succeed in a RA program. Information on quality elements of a pre-apprenticeship training program service can be found on DOL’s website at

<https://www.dol.gov/agencies/eta/apprenticeship> and is summarized below:

- A. **Approved Training and Curriculum.** Based on industry standards and approved by the documented Apprenticeship partner(s) that will prepare individuals with the skills and competencies needed to enter one (1) or more RA program(s). The curriculum should align with industry standards and be approved by a Registered Apprenticeship Program (RAP) partner, ensuring the training is relevant and up-to-date;
- B. **Strategies for Long-Term Success.** Strategies that increase RA opportunities for under-represented, disadvantaged or low-skilled individuals, such that, upon completion, they will meet the entry requirements, gain consideration, and are prepared for success in one (1) or more RA program(s). Training should focus on both technical skills (specific to the trade) and soft skills such as communication, problem-solving and teamwork, which is needed for success in the field; and
- C. **Meaningful Hands-on Training that does not Displace Paid Employees.** Provides hands-on training to individuals in a simulated lab experience or through volunteer opportunities, when possible, neither of which supplants a paid employee but accurately simulates the industry and occupational conditions while observing proper supervision and safety protocols.

### **5.1 Program Design**

Proposals are being sought from individuals and/or organizations to provide project management and implementation of Pre-apprenticeship services across various industries and emerging occupations such as: *Construction (inclusive of Energy Efficiency), Health, Advanced Manufacturing, Transportation and Logistics, Early Childhood Education, Information Communications Technology as well as Professional Technical Financial with Placement Services* elements. Respondents will have experience and capacity to provide effective programmatic and administrative oversight of the industries mentioned. The purpose of this RFP is to obtain bids from individuals and/or organizations that are capable of providing project management and implementation of all program elements and direct services to adults who are eighteen (18) years of age and/or older as defined by the Adult/Dislocated Worker definition under the WIOA section 3(15) located at: [https://wdr.doleta.gov/directives/attach/TEGL/TEGL\\_03-15\\_Acc.pdf](https://wdr.doleta.gov/directives/attach/TEGL/TEGL_03-15_Acc.pdf).



Respondents should demonstrate how they will work with the WDBCCC at the Port Chicago Hwy, Concord, CA location as well as EASTBAY Works America's Job Centers system and other local workforce system partners connected to WDBCCC such as the Bay Point SparkPoint Center, affordable housing developers, building contractors, Contra Costa local hospitals and other East Contra Costa organizations and networks such as those involved in the Contra Costa Workforce Integration Network and the Homeless Workforce Integration Network (WIN and H-WIN).

## **5.2 Program Elements**

### **Project Management Elements:**

- Working with key stakeholders to complete training design details that address high school credit deficiencies, General Education Development (GED) preparation, and pathways to post-secondary options including Registered Apprenticeships.
- Working and adapting to a hybrid virtual service delivery model if needed.
- Adoption and integration of the Building Trades Multi-Craft Core Curriculum (MC3) into program design and delivery for construction.
- Establishing collaborative processes among partnering entities.

Programs/projects should provide services and industry-related training to a minimum of forty (40) WIOA-eligible individuals (can be split into cohorts, such as twenty (20) to twenty-five (25) WIOA-eligible individuals) who are eighteen (18) years of age and/or older.

### **Direct Service Elements:**

- Recruitment and outreach of forty (40) WIOA-eligible individuals.
- Eligibility determination and enrollment in the program.
- Assessment of each participant.
- Individual employment plans that identify an employment and an educational goal.
- Training referrals including basic skills remediation, GED preparation, contextualized English as a Second Language (ESL) - if not directly provided by the project.
- Delivery of the full scope of the Building Trades Multi-Craft Core Curriculum for construction.
- Construction, Health, Advance Manufacturing, Early Childhood Education, Transportation and Logistics, Information Communications Technology basics - classroom training combined with on-the-job training/work-based learning (specify industry-recognized certificates the participants may complete).
- Educational and pre-vocational services that prepare individuals to meet the entry requisites of one (1) or more Registered Apprenticeship programs (e.g. specific career and



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industry awareness workshops, job readiness courses, English for speakers of other languages, Adult Basic Education, financial literacy seminars, math tutoring, etc.).

- Job search seminars and job development workshops.
- Employment referrals.
- Job placement and tracking.
- Supportive services such as transportation assistance, childcare assistance, work-related tools, etc. (may be provided through referrals).
- Follow-up documentation of job retention and follow-up services.
- Provide flexibility training options in-person or in a virtual platform

The selected organization and/or individual will be expected to record program activities and outcomes in CalJOBS or other, the electronic case management system used by California's EDD and the EASTBAY *Works America's* Job Centers system.

Proposals should describe how respondents will conduct outreach and provide comprehensive career development services and post program follow-up placement services for a **minimum of forty (40) WIOA eligible** participants during the initial one (1) year Contract term.

Proposals should provide an in-depth description of the proposed delivery of Pre-apprenticeship Construction, Health, Advance Manufacturing, Early Childhood Education, Transportation and Logistics, Information Communications Technology Training Program and Placement Services to participants including:

- Outreach and Recruitment
- Eligibility Determination
- Comprehensive Assessment
- Individual Employment Plans
- Career Advising
- Supportive Services
- Proposed incentives, stipends, etc.
- Training including basic skills remediation, GED preparation, Construction Basics
- Implementation of the Multi-Craft Core (MC3) curriculum – Required for Construction
- Hands-on Occupational Skill development
- Work-based learning – classroom training (in-person or virtual) must be paired with on-the-job training
- Transition to apprenticeship, post-secondary education and /or job placement
- Follow-up and retention services
- Describe flexibility training options in person or in a virtual platform





### 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;
- e) Transportation and Logistics;
- f) Early Childhood Education; and
- g) Professional Technical and Financial.

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.

- The selected service provider(s) are expected to be engaged with multi-stakeholder partnerships and will provide connecting links between workforce development, education, social services, other organizations, labor, and the business community. This intentional linking of WIOA-funded services with other funding streams creates a more cost effective and cohesive system that maximizes services, minimizes duplication, and improves interagency communication and service coordination.
- Selected service provider is expected to have strong connections with Labor and Employer and provide a significant level of Industry Engagement.

#### 2. Physical and Programmatic Accessibility

All WIOA Title I-financially assisted programs and activities must be programmatic accessibility. 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.



#### **5.4 Eligibility Requirements/Required Target Populations**

No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, sex (except as otherwise permitted under title IX of the Education Amendments of 1972), national origin, age, disability, or political affiliation or belief.

Participants served with WIOA Adult funds must meet eligibility criteria established by the law. To be eligible for WIOA's adult program, individuals must be eighteen (18) years of age or older, authorized to work in the United States and if male, be registered with Selective Service. Participants must have a need for services to obtain or retain employment leading to self-sufficiency or comparable wages to previous employment and must meet specific criteria outlined by WDBCCC Workforce Policy Bulletins.

#### **Priority of Service Requirement**

As stated in the WIOA Section 134(c)(3)(E), with respect to individualized career services and training services funded with WIOA Adult funds, priority of service must be given to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient (including English Language Learners).

Veterans and eligible spouses continue to receive priority of service among all eligible individuals. However, they must meet the WIOA Adult program eligibility criteria and meet the criteria under WIOA Section 134(c)(3)(E). As described in TEGL 19-16, when programs are Page 4 of 8 DIC: 01 statutorily required to provide priority, such as the WIOA Adult program, then priority must be provided in the following order:

1. Veterans and eligible spouses who are also recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient.
2. Individuals who are the recipient of public assistance, other low-income individuals, or individuals who have a basic skills deficiency.
3. Veterans and eligible spouses who are not included in WIOA's priority groups.
4. Priority populations established by the Governor and/or Local Workforce Development Board (Local Board).
5. Other individuals not included in WIOA's priority groups.



## 5.5 Program Management

The WDBCCC is seeking highly accountable programs with a current and/or history of meeting performance outcome measures that are the same or similar to those identified by WIOA:

1. Percentage of Participants Employed after exit – measured at 2<sup>nd</sup> and 4<sup>th</sup> quarters after exit
2. Median Earnings for Wages after exit
3. Credential/Certificate Attainment
4. In-program Skills Gains
5. Effectiveness in Serving Employers

Respondents must identify expected performance by completing the **Table of Proposed Performance Outcomes (Form #3)** from January 1, 2026 to December 31, 2026.

Respondents may propose additional performance targets or performance targets above the minimums listed. If awarded funding, respondents' proposed targets will be included in their negotiated Contract performance goals.

## 5.6 Tracking Requirements

The selected Service Provider must utilize EDD's CalJOBS data management system on a daily basis 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.

## 5.7 Funding

EHSD will award twelve (12) month standard contract(s) for Pre-apprenticeship Training Program and Placement Services, up to \$300,000 to begin January 2026 and to run through December 2026. Funding for this initiative will stem from WIOA. Respondents need to demonstrate capacity to adhere to the requirements.

To help build a more enduring and sustainable program, respondents should demonstrate their ability to provide additional resources to match this award. There is no required threshold for the match, be it cash, in-kind or a combination of both; however additional points may be given to respondents based on the amount of leveraged funds.



## 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. This 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 two (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 1225 -*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 1225 -*Bidder Name*-Financials". This file must contain all required financial documents 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 inform you that your bid has been sent. An email will be sent to the email address provided. **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.**

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



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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 12:00 p.m. PST on Friday, August 22, 2025. 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 (see **Section 6.5**). 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.

**All pages should be numbered consecutively** with each section identified by an appropriate number.

## **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**, keeping narratives as concise as possible while providing the information requested. Pages exceeding stated limits will be removed before 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 (Form #1)** with original signature of an official 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, resumes, organizational charts, required fiscal attachments and addendums, and Budget and Financial Information.

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

1. Provide an overview of the leading 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.
2. If submitting a collaborative proposal, describe the nature and roles of relationship(s) with the project partners, e.g. Memorandums of Understanding/Contracts among



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partners, and any previous activities that have incorporated the expertise of other agencies that may include planning and service delivery.

3. 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.
4. Describe the organization's knowledge, expertise, and experience working with the target populations.
5. Describe your organization's experience working as part of a collaborative effort to provide connected and leveraged services.
6. Describe the organization's ability to collect, track and report fiscal and participant data.
7. Describe the staffing plan and qualifications, including planned training and staff development activities.
8. Describe your organization's capacity to deliver services consistent with the expectations described in this RFP.
9. Provide an organizational chart.

**B. Program Content (Total 50 Points)**

**1. Program Design (maximum 25 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 Adult 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 Adults or a sub-set of Adults (low-income, veterans, justice involved, adults with disabilities, English language learners, etc.).



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- iv. Describe your plan to identify, recruit, and enroll adults 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.
- vi. Detail the key steps and services participants will experience as they progress through the program, from recruitment to exit and follow-up.
- vii. Describe the programs model of service delivery – cohorts, open entry-open exit, one-on-one mentoring, trainees outplaced with employers, etc.
- viii. Attach a client flow chart.
- ix. Describe how you will ensure, measure and continuously improve the experience of participants in your program.

**b) Supportive Services/Virtual:**

- i. Describe barriers to completion of education/training and/or employment that jobseekers may face.
- ii. Describe what supportive services (WIOA and non-WIOA) you will use to address these barriers.
- iii. Describe any incentives or stipends participants will receive.

**c) Performance, Administration and Project Management:**

- i. Describe your strategy for monitoring and measuring WIOA Adult performance measures and outcomes.
- ii. Describe the demographics and characteristics of the targeted area to be served. Include demographic, social, academic and other elements to demonstrate your working knowledge of the populations and communities you propose to serve.
- iii. Describe the plan to identify, recruit, and place participants into the program and include a targeted number of enrollments.
- iv. 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 determining client suitability for program services.





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- v. Describe your process for ensuring quality, compliance and proper documentation for all WIOA adult files.
- vi. Describe how you will ensure funds are used properly and according to the spending plan.

#### **d) 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.

#### **e) 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.

#### **f) Coordinate Services with America's Job Center (one-stops):**

Under WIOA, adults who are eighteen (18) years or older are eligible to receive services through WIOA Adult and Dislocated Worker Programs. WIOA mandates that Adult services be coordinated throughout the region's America's Job Centers of California (AJCC).

- i. Please describe how the agency will coordinate services with America's Job Center of California (AJCC).

#### **g) Employer Connections:**

- i. Describe your relationship with employers in the WDB's identified priority industry sectors: Advanced Manufacturing, Health and Life Sciences, Energy, Early Childhood Education, Construction/Engineering, Information Communications Technology and Digital Media and the specific roles employers will play in your program.



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- 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 will 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 Adult training completion and job placement and/or entry into Registered Apprenticeships' as described by California Division of Apprenticeship Standards (DAS).

**a) Assessment Strategies:**

Describe the assessment tools and processes you propose to use with participants and how the assessment will be used for planning and service delivery.

**b) Educational Services:**

- i. Describe educational and pre-vocational services that prepare individuals to meet the entrance requirements of Registered Apprenticeship (RA) programs (e.g., specific career and industry awareness workshops, job readiness courses, ESL, Adult Basic Education, financial literacy, math tutoring, etc.).
- ii. Describe educational services that will assist participants with high school completion/GED preparation.
- ii. Describe how you will help adults prepare for and transition to training or post-secondary education that lead to degrees and/or industry-recognized certifications.
- iii. Describe how you will connect people to education/training programs that include occupational skills training, Registered Apprenticeship program, and/or post-secondary education.
- iv. Describe how these education / training programs will lead to jobs with livable wages.



- v. Describe any articulation agreements your agency has for the possibility of earning academic credit.

**c) Career Pathways:**

- i. Describe how you will help adults become aware of career pathways and their respective industry sectors, with a focus on the WDB's identified priority industry sectors: Advanced Manufacturing, Health and Life Sciences, Energy, Construction/Engineering, Early Childhood Education and Information Communications Technology and Digital Media.
- ii. Describe other additional curriculum and instruction the participants will receive.
- iii. Describe the Hands-on Training participants will receive.
- iv. Describe industry recognized certificates and credentials the participants will have the opportunity to complete.
- v. Describe how these education/training programs will lead to jobs with livable wages and the types of apprenticeships or occupations for which the participants will be prepared.

**d) Work Experience, Work Readiness and Employer Connections:**

- i. Describe how you will provide adults with work-based learning opportunities (internships, work experience, apprenticeship, job shadows, etc.).
- ii. Describe the proposed work-readiness training and standards for completion.
- iii. Describe the financial literacy education and entrepreneurial skills training you will offer.
- iv. Describe your relationship with employers in the pre-apprenticeship identified sector (e.g. construction, early childhood education, health, etc.) and the specific roles these employers will play in your program.
- v. Describe how you have developed opportunities for work experiences, transitional employment opportunities, on-the-job training, placement in employment, and/or other work-based learning opportunities with employer partners.
- vi. Describe your approach to job placement and how you will identify employment opportunities for program participants.



vii. Describe how you track and manage employer engagement.

**e) Partnerships:**

- i. Describe the collaborative partnerships you will use to implement the program. Identify demonstrated connections and existing functional partnerships that will be part of this program, including with alternative education, adult education, and postsecondary 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. Include leveraged resources and specific roles and responsibilities of each partner.

**f) Follow-Up Activities:**

Describe the follow-up activities [WIOA follow-up services for Adults are mandatory for a minimum of twelve (12) months after a participant secures unsubsidized employment which aim to help individuals maintain their employment and advance in their careers].

**g) Performance, Administration and Project Management:**

- i. Describe your strategy for monitoring and measuring performance and outcomes.
- ii. Describe your process for ensuring quality, compliance and proper documentation for all participant files.
- iii. Describe how you will ensure funds are used properly and according to the spending plan.

**3. Past Performance, Measures and Results (maximum of 25 points)**

- a) Describe your recent WIOA performance (if applicable) or detail the outcomes of similar projects or services you have provided. (See **Section 5.5**)
- b) Describe your formal agreements with one (1) or more Registered Apprenticeship Programs (RAPs) to facilitate smooth transitions for participants into an apprenticeship.
- c) Describe your past performance of getting participants into a registered apprenticeship program.



- d) Describe valuable career exploration opportunities (job obtainment, post-secondary education) that allow individuals to gain exposure to different trades and industries before committing to a specific apprenticeship.
- e) 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.
- f) Identify other measures you propose to document the program's impact on adults, the overall effectiveness of the program and how it will support the goals of the Strategic Plan of the WDB. Examples might include adults enrolled or earning credentials in industry training aligned with the WDB's priority sectors.

#### 4. Budget and Budget Narrative (maximum of 15 points)

- a) 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 1225 in Contracting Opportunities.
- b) Provide a Program Budget Narrative. Each budget cost item must be detailed in the narrative and should reflect the basis for computations.
- c) 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**.

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

**Proposal File** [File #1: Save as "RFP 1225"-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 (25 points)
  - ☐ Program Components (25 points)
  - ☐ Past Performance (10 points)
  - ☐ Measures and Results (15 points)
- ☐ **4. Attachments**
  - ☐ Table of Proposed Performance Outcomes (**Form #3**)
  - ☐ Budget and Budget Narrative (**Form #4**) (15 points)
  - ☐ Client Flow Chart (Include with Proposal)
  - ☐ Organizational Chart (Include with Proposal)

**Fiscal File** [File #2: Save as "RFP1225-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, 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: (1) Compliance Review, (2) Fiscal Review, and (3) 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 EHSD Fiscal Staff. A minimum fiscal evaluation score of seventy percent (70%) of 100 points is needed. 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.

EHSD Fiscal will review the required documents and audited financial statements included with each proposal, and assign a score using the following methodology and criteria:

Fiscal Review Scoring Methodology	Available Points
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 and Internal Controls – 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

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**.

RFP Scoring Methodology	
Organization Description and Qualifications	10
Program Content (Program Design)	25
Program Content (Program Components)	25
Past Performance	10
Measures and Results	15
Budget and Budget Narrative	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 WDBCCC. 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 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.

WDBCCC will present funding recommendations to the WDBCCC or WDBCCC Executive Committee, who will make final funding recommendations to the BOS.

## 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 PST 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 (1) 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.

Contract(s) resulting from this RFP are expected to be for a twelve (12) month period beginning January 1, 2026 with the possibility of renewal for three (3) additional one (1) 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 WDB.



## 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





## SECTION 9: REQUIRED FORMS

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

*Electronic templates are posted on EHSD website under "RFP 1225" in "Contracting Opportunities".*

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



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9.1 FORM #1: PROPOSAL COVER STATEMENT RFP #1225  
Program: WIOA Adult Pre-Apprenticeship Program Services

<b>A. Name of Organization</b>			
<b>B. Address and Website:</b>			
<b>C. Name/Title of Contact Person(s)</b>			
<b>D. Phone/E-mail of Contacts</b>			
<b>E. FEIN #</b> (Federal Employer Identification Number)			
<b>F. Unique Entity ID (UEI) #</b>			
<b>G. Are you MBE/WBE certified?</b> (Minority Business Enterprise / Women's Business Enterprise)	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 participants:</b>			
<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. 1225 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.

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.

\_\_\_\_\_  
Printed Name and Title (Authorized Signatory)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name and Title (Authorized Signatory)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature Date

**Note: When more than one agency collaborates to provide services(s), each agency involved must complete this form.**



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**9.3 FORM #3: TABLE OF PROPOSED PERFORMANCE OUTCOMES**

**Program: WIOA Pre-apprenticeship Training**

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

a. Total Funds Requested	
b. Approximate Cost Per Participant	
c. # of Participants to be served	
d. Estimated # of Participants referred to registered apprenticeships	
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 <i>2<sup>nd</sup> Quarter after exit</i>	
Placement in Employment or Post-secondary Education <i>4<sup>th</sup> Quarter after exit</i>	
Median Earnings <i>2<sup>nd</sup> Quarter after Exit</i>	
Credential Attainment <i>Recognized credential or secondary diploma/equivalent during participation or within one (1) year after program exit</i>	
Measurable Skills Gain <i>Documented academic, technical, occupational, or other forms of progress towards such a credential or employment</i>	
<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.	

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

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





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**9.4 FORM #4: PROGRAM BUDGET – BUDGET AND BUDGET NARRATIVE TEMPLATE**

<b>Entity Legal Name:</b>		
<b>Term Start Date:</b>		
<b>Term End Date:</b>		
<b>Cost Reimbursement Amount</b>		
<b>In-Kind Match Amount (If Applicable)</b>		
<b>Total Budget with Match</b>	\$ -	
<b>BUDGET CATEGORY DESCRIPTION</b>	<b>BUDGETED COST REIMBURSEM</b>	<b>BUDGET NARRATIVE</b>
<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>COST REIMBURSEMENT AMOUNT</b>	\$ -	
<b>BUDGET - IN-KIND MATCH (If Applicable)</b>	<b>IN-KIND AMOUNT</b>	<b>BUDGET NARRATIVE</b>
<b>IN-KIND MATCH</b>	\$ -	
<b>IN-KIND AMOUNT</b>	\$ -	
<b>Cost Reimbursement Amount</b>	\$ -	
<b>In-Kind/Match Amount</b>	\$ -	
<b>Total Budget</b>	\$ -	
<b>BUDGET AMOUNTS FROM CELLS B6 &amp; B7 MUST BE ZERO</b>	\$ -	

An electronic template is posted on EHSD website under “RFP 1225” 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.



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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



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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 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



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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.





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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.