

RFP – Consultants for WIOA Implementation Project Activities

San Joaquin County Purchasing has released a solicitation for Workforce Innovation and Opportunity Act (WIOA) consulting services seeking proposals from qualified consultants that have expertise in the areas of workforce development and employment & training administration and services funded under WIA and the new WIOA legislation.

The results of this solicitation will provide proposals from potential consultants which will include:

1. Their qualifications & areas of expertise
2. Cost information, including an hourly rate, day rate, and travel cost

Once a list is established, any of the Central Valley Workforce Development Boards will be able to use any of these service providers. The level of funding will depend on each individual project. Consultants may be utilized for both regional planning activities and local planning activities.

Interested candidates should visit the San Joaquin County's website at the link below to register online as a vendor and access the RFP information. Registration should also get them on the automatic notice list of available bids and RFPs.

<http://www.sjgov.org/SupportServ/dynamic.aspx?id=21790>

For additional information, please contact the purchasing agent directly:

Raquel Cobarrubias

Phone: 209-468-3155

San Joaquin County Purchasing

44 N. San Joaquin St. Ste. 540

Stockton, CA



**SAN JOAQUIN COUNTY
PURCHASING AND SUPPORT
SERVICES
PURCHASING DIVISION**

Jon Drake, C.P.M.
Director

Johnnie E. Terry, CPPO, CPPB
Deputy Director

June 10, 2016

TO: ALL PROSPECTIVE BIDDERS

FROM: REQUEST FOR PROPOSAL NO. 16-22
Workforce Innovation and Opportunity Act Consulting Services

Ladies and Gentlemen:

Enclosed is a Request for Proposal to Provide Workforce Innovation and Opportunity Act (WIOA) Consulting Services for our Employment and Economic Development Department.

Sealed responses are to be received no later than **2:00 PM, Thursday, June 23, 2016**. Please return your Proposal in a sealed envelope with the RFP #16-22, and the program title, "Workforce Innovation and Opportunity Act Consulting Services," on the outside of the envelope.

Mail or deliver your response by the above date and time to the following address:

**San Joaquin County
Purchasing and Support Services
County Administration Building - 5th Floor
44 N. San Joaquin Street, Suite 540
Stockton, CA 95202**

If you have any further questions, please contact me at (209) 468-3155.

Sincerely,

**Raquel Cobarrubias
Purchasing Assistant**



**REQUEST FOR PROPOSAL
RFP # 16-22**

Workforce Innovation and
Opportunity Act Consulting Services

Thursday, June 23, 2016

San Joaquin County
Purchasing and Support Services
44 N. San Joaquin Street, Suite 540
Stockton, CA 95202-2931

BUYER: Raquel Cobarrubias, rcobarrubias@sigov.org, (209) 468-3155

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE</u>
1.0 SUBMITTAL OF PROPOSALS	4
2.0 KEY ACTION EVENTS AND DATES.....	5
3.0 SCOPE OF WORK.....	6
4.0 RFP RESPONSE CONTENT	13
5.0 EVALUATION GRADING CRITERIA	16
6.0 GENERAL PROPOSAL REQUIREMENTS.....	17
ATTACHMENT A - IDENTIFICATION SHEET	21
ATTACHMENT B - NON-COLLUSION AFFIDAVIT	22
ATTACHMENT C - PROPOSAL AUTHORIZATION SIGNATURE PAGE	23
ATTACHMENT D - REFERENCE (S)	24
ATTACHMENT F - COST PROPOSAL.....	26
ATTACHMENT G - COOPERATIVE / PIGGYBACK CLAUSE.....	27
EXHIBIT A - SAMPLE CONTRACT	28
EXHIBIT B - SPECIFIC COMPLIANCE.....	40

1.0 SUBMITTAL OF PROPOSALS

Sealed Proposals will be received at the Office of the Purchasing Agent at 44 N. San Joaquin Street, Suite 540, Stockton, CA 95202-2930, until **Thursday, June 23, 2016 at 2:00 PM, PST.**

ALL PROPOSALS SHALL BE ADDRESSED AS FOLLOWS:

Request for Proposal 16-22
Purchasing Agent
County of San Joaquin
44 N. San Joaquin Street, Suite 540
Stockton, CA 95202-2931

The name and address of the submitting Contractor must be on the proposal envelope.

PROPOSALS WILL NOT BE ACCEPTED AFTER **Thursday, June 23, 2016 at 2:00 PM.**
ALL PROPOSALS RECEIVED AFTER SAID TIME AND DATE WILL BE TIME-STAMPED AND RETURNED UNOPENED TO THE SUBMITTER.

THE COUNTY WILL NOT ACCEPT PROPOSAL RESPONSES SUBMITTED BY FAX OR EMAIL.

PROPOSAL PACKAGE CHECKLIST:

- Identification Sheet (Attachment A)
- Non-Collusion Affidavit (Attachment B)
- Proposal Authorization Signature Page (Attachment C)
- Reference sheet(s) (Attachment D)
- Proposal Narrative (Attachment E)
- Cost Proposal (Attachment F) in a separate sealed envelope
- Cooperative / Piggyback Clause (Attachment G)
- Specific Compliance (Exhibit B)

2.0 KEY ACTION EVENTS AND DATES

Listed below are the events and dates for this RFP. **All dates are subject to revision.**

<u>Event No.</u>	<u>Description</u>	<u>Date</u>
1.	Release of RFP	<u>Friday, June 10 2016</u>
2.	Last day for Proposers to submit questions	<u>Wednesday, June 15, 2016</u>
3.	Last day for County to answer questions	<u>Monday, June 20, 2016</u>
4.	Proposal is due no later than 2:00 PM	<u>Thursday, June 23, 2016</u>
5.	Award	TBD

3.0 SCOPE OF WORK

The County of San Joaquin is soliciting Request for Proposals for its Employment and Economic Development Department (the Department or EEDD) for Grant funded Consultant Services. Prospective Proposers are responsible for having full knowledge of this program and all issues affecting it.

PURPOSE:

The County is seeking proposals from interested and suitably qualified organizations to Provide Workforce Innovation and Opportunity Act (WIOA) Consulting Services. Proposers shall have comprehensive knowledge of the Work Investment Act (WIA) WIOA, federal legislation/regulation, California's enabling legislation, administration and operational expertise in federal & State WIOA policies and procedures, and expertise in the development of strategic and operational planning.

BACKGROUND:

In July of 2014, the Workforce Innovation and Opportunity Act (WIOA) was signed into law by President Obama, re-authorizing the one-stop workforce development service delivery system nation-wide. The WIOA supersedes the Workforce Investment Act of 1998, but maintains the basic structure of workforce systems.

HIGHLIGHT OF WIOA REFORMS INCLUDE:

Promotes Accountability and Transparency: WIOA ensures that Federal investments in employment and training programs are evidence-based and data-driven, and accountable to participants and tax-payers.

- Core programs are required to report on common performance indicators that provide key employment information, such as how many workers entered and retained employment, their median wages, whether they attained a credentials, and their measurable skill gains.
- Core programs must measure the effectiveness of services to employers for the first time.
- Department of Labor (DOL) and Department of Education (DoED), with input from stakeholders, will establish a common performance accountability system for the core programs.
- Negotiated levels of performance for the common indicators will be adjusted based on a statistical model that takes into account economic conditions and participant characteristics.
- Performance reports for states, local areas, and eligible training providers will be publicly available.
- Programs will be evaluated by independent third parties at least every four years.

Fosters Regional Collaboration: WIOA promotes alignment of workforce development programs with regional economic development strategies to meet the needs of local and regional employers.

- States will identify regions within their state.
- Local areas in regions will have coordinated planning and service delivery strategies.

Improves the American Job Center (AJC) System: WIOA increases the quality and accessibility of services that job seekers and employers receive at their local AJCs.

- Key partners and services will be available at AJCs through the co-location of the Wagner-Peyser Employment Service and the addition of the TANF program as a mandatory partner.
- The workforce system will have a common identifier so workers that need employment or training services and employers that need qualified workers can easily find their local AJC.
- States and local areas are encouraged to improve customer service and program management by integrating intake, case management, and reporting systems.
- AJC partner programs will dedicate funding for infrastructure and other shared costs.

Improves Services to Employers and Promotes Work-Based Training: WIOA contributes to economic growth and business expansion by ensuring the workforce system is job-driven, matching employers with skilled individuals.

- State and local boards will promote the use of industry and sector partnerships to address the workforce needs of multiple employers within an industry.
- State and local boards are responsible for activities to meet the workforce needs of local and regional employers.
- Local areas can use funds for demonstrated effective strategies that meet employers' workforce needs, including incumbent worker training, Registered Apprenticeship, transitional jobs, on-the-job training, and customized training.
- Employers are incentivized to meet their workforce needs and offer opportunities for workers to learn with increased reimbursement rates for on-the-job and customized training.

Enhances Workforce Services for the Unemployed and Other Job Seekers: WIOA ensures that unemployed and other job seekers have access to high-quality workforce services.

- WIA service categories of core and intensive services are collapsed into "career services" and there is no required sequence of services, enabling job seekers to access training immediately.
- Local areas have flexibility to serve job seekers with greatest need by transferring up to 100 percent of funds between the Adult and Dislocated Worker programs.

- Job seekers who are basic skills deficient, in addition to those who are low-income individuals, have a priority for services from the Adult program.
- Unemployment insurance claimants can receive eligibility assessments and referrals to an array of training and education resources through the Wagner-Peyser Employment Service program.

Provides Access to High Quality training: WIOA helps job seekers acquire industry-recognized credentials for in-demand jobs.

- Training that leads to industry recognized post-secondary credentials is emphasized.
- States and local areas will use career pathways to provide education and employment and training assistance to accelerate job seekers' educational and career advancement.
- Local areas have additional procurement vehicles for training to increase customer choice and quality, including individual training accounts, pay for performance contracts, and direct contracts with higher education.

Improves Services to Individuals with Disabilities: WIOA increases individuals with disabilities' access to high quality workforce services and prepares them for competitive integrated employment.

- AJCs will provide physical and programmatic accessibility to employment and training services for individuals with disabilities.
- Youth with disabilities will receive extensive pre-employment transition services so they can successfully obtain competitive integrated employment.

Makes Key Investments in Serving Disconnected Youth and Other Vulnerable Populations: WIOA prepares vulnerable youth and other job seekers for successful employment through increasing the use of proven service models services.

- Local areas must increase the percentage of youth formula funds used to serve out-of-school youth to 75 percent from 30 percent under current law.
- Local areas must spend at least 20 percent of youth formula funds on work experience activities such as summer jobs, pre-apprenticeship, on-the-job training, and internships so that youth can be prepared for employment.
- YouthBuild participants can get training in growing fields in addition to construction, expanding career opportunities for these youth.
- Key programs serving Native Americans and Migrant and Seasonal Farmworkers remain AJC partners, ensuring that these program participants can access receive employment and training services from AJCs.

Enhances the Job Corps Program: WIOA increases the performance outcomes and quality of Job Corps.

- Job Corps will report on the Youth program's common performance measures to increase alignment between the programs.

- Job Corps will establish community networks with employers, labor organizations, and State and local boards to improve services to and outcomes for participants.
- DOL will use competition to increase performance and quality so Job Corps is serving students well.

Streamlines and Strengthens the Strategic Roles of Workforce Development

Boards: WIOA makes state and local boards more agile and well-positioned to meet local and regional employers' workforce needs.

- State and local boards must coordinate and align workforce programs to provide coordinated, complementary, and consistent services to job seekers and employers.
- Business continues to contribute to strategic development and other activities by maintaining a leadership role on the boards and forming the majority of workforce board members.
- State and local boards are more strategic and flexible as board membership is streamlined.

ELIGIBILITY QUALIFICATIONS:

1. At least eight (8) years or more of experience in working with WIA Adult, Dislocated Worker and Youth programs.
2. At least eight (8) years or more of experience in building strategic partnerships with WIA stakeholders and WIA partners.
3. A comprehensive knowledge and a complete understanding of the Workforce Investment Act of 1998 (WIA) and the Workforce Innovation and Opportunity Act of 2014 (WIOA) and all mandated requirements, federal regulations, federal and state WIA/WIOA Directives, and all administrative requirements applicable to WIA/WIOA.
4. A comprehensive knowledge and understanding of the State of California's Unified Strategic Workforce Development Plan and guidelines, as well as a demonstrated ability to perform strategic WIOA operational planning and program implementation.
5. Expertise and demonstrated experience in the development of operational strategies that include Rapid Response activities, Layoff Aversion, One Stop Center Design and Operational experience with WIA/WIOA Adult, Dislocated Worker and Youth programs.
6. A comprehensive knowledge and understanding of performance management systems under WIA/WIOA with expertise in the performance standards required under WIA/WIOA.
7. Expertise in WIA/WIOA fiscal and operational compliance monitoring and the ability to provide technical assistance on related matters.

8. Demonstrative experience working with Local Workforce Development Areas as an administrator, manager, and/or consultant in program compliance for WIA/WIOA programs.
9. Expertise in the development of careers pathways, career ladders and road maps.
10. Expertise in the development of Return on Investment (ROI) models.

SCOPE OF WORK:

1. Act as a liaison with State & federal agencies working on the development of WIOA program guidance to facilitate the local and regional implementation of WIOA requirements.
2. Provide technical assistance to facilitate the development of WIOA Partnership Agreements and the Memorandum of Understanding between all partner agencies.
3. Provide technical assistance in the development of cost allocation methodologies and development of One-Stop System cost sharing agreements between the WIOA One-Stop System partners.
4. Provide technical assistance with the procurement of service providers and/or vendors to meet the needs of the EEDD, while ensuring compliance with all federal, state and local administrative requirements.
5. Assist in the development of a Regional Strategic Plan and Regional Memorandum of Understanding.
6. Provide guidance and technical assistance in the development of Career Pathways Strategies, Career Ladders and Road Maps.
7. Review of the preliminary Local WIOA Strategic Plan and assist with the development of related critical subparts and components.
8. Work with key staff on the implementation of critical WIOA operational requirements, design implementation strategies, program components, protocols, and develop new policies and procedures for Adult, Dislocated Worker, and Youth program activities.
9. Develop a training manual on standard operating procedures and conduct training sessions with line staff to ensure their awareness and adherence to new WIOA policies and procedures.
10. Review and analyze department compliance with WIOA performance standards and provide recommendations for continued improvement.

11. Review and evaluate the performance management system under WIOA and provide technical assistance in the development of a Continuous Quality Improvement Strategy for the EEDD.
12. Review, evaluate and assist with the continued development of Rapid Response programs and activities.
13. Assist with the development of a comprehensive Layoff Aversion strategy.
14. Assist with the development of private sector business engagement and business service strategies.
15. Facilitate the development of an effective Return on Investment (ROI) tool.
16. Provide technical assistance with the completion of grant applications.
17. Introduce best practices and/or facilitate the development of these components in the Local Workforce Development Area.
18. Participate in ongoing program development, administrative oversight and operational strategy development meetings (on-site and via conference calls).

PROPOSAL CONDITIONS

A. Contingencies

Funding for this program is contingent on County, State and Federal funding. This Request for Proposal (RFP) does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers in writing if the County rejects all proposals.

B. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time. All proposals and materials submitted become the property of the County.

C. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request and Proposer agrees that all costs incurred in developing this proposal are the Proposer's responsibility.

D. Negotiations

The County may require the potential Contractor selected to participate in negotiations and to submit revisions to pricing, technical information and/or other items from their proposal as may result from these negotiations.

E. Level of Service

A capacity guarantee may be negotiated for any Contract awarded.

F. Final Authority

The final authority to award Contract(s) rests solely with the County of San Joaquin

Role of the Consultant

The Department is seeking the services of highly qualified Workforce Development consultants to provide technical assistance, staff training and development, and hands-on guidance during the implementation of the new WIOA service delivery system.

Anticipated Contract Term:

The contract is anticipated to start on July 31, 2016 and end on July 31, 2017.

Cost Proposal (Identified as Attachment F) in a separate sealed envelope

Contractor's rates and per session costs to perform the services defined in the Scope of Work shall remain firm and fixed for the term of the contract.

4.0 RFP RESPONSE CONTENT

RESPONSE:

Proposers are to respond to all information requested in this RFP. Brochures and advertisements will not be accepted as a substitute for these requirements. A **qualified** proposal must address all items detailed in this RFP.

CONTENT:

Proposals shall be organized and submitted in the format prescribed below.

Proposers must submit One (1) copy of proposal clearly marked "ORIGINAL" and Two (2) copies clearly marked "COPY" and one (2) electronic copy (USB drive).

Each copy must be securely bound with a binder clip; the original proposal and copies should be single-spaced, with one-inch margins, and double-sided. Page numbers should be included in the bottom left margin.

Proposals submitted must contain the following information to be considered. Please prepare your proposal in the following order:

- A. Proposal Narrative (35 Points) Identified as Attachment E addressing your **qualifications** and approach to meeting the eligibility qualifications described in Section 3.0. Please follow the outline provided below and include all items requested. In your narrative, the following shall be included:
 - 1) Organizational Background, Experience and Reliability (35 Points)
 - a. Describe the organization's experience in working with WIA Adult, Dislocated Worker and Youth programs.
 - b. Describe the organization's experience in building strategic partnerships with WIA/WIOA stakeholders and partners.
 - c. Describe the organization's comprehensive knowledge and a complete understanding of the WIA/WIOA and all mandated requirements, regulations, and directives.
 - d. Describe the organization's comprehensive knowledge and understanding of the State of California's Unified Strategic Workforce Development Plan and guidelines, as well as the organization's demonstrated ability to perform strategic WIOA operational planning and program implementation.
 - e. Describe the organization's financial capacity to provide the proposed services.
 - f. Describe the organization's client recordkeeping systems and management of confidential client data and data sharing.
 - g. Attachment: Reference sheet with contact information for three (3) references (See Attachment D of this RFP).

- 2) Program Design (20 Points)
 - a. Describe the organization's demonstrated expertise and experience in the development of operational strategies that include Rapid Response activities, Layoff Aversion activities, One Stop Center design and operational experience with WIA/WIOA Adult, Dislocated Worker and Youth programs.
 - b. Describe the organization's comprehensive knowledge and understanding of performance management systems under WIA/WIOA and expertise with the performance standards required under WIA/WIOA.
 - c. Describe the organization's expertise in WIA/WIOA fiscal and operational compliance monitoring and its ability to provide guidance and technical assistance on related matters.
 - d. Describe the organization's experience working with Local Workforce Development Areas as an administrator, manager, and/or consultant in program compliance for federal programs funded under WIA/WIOA.
 - e. Describe the organization's experience in the development of careers pathways, career ladders and road maps.

- 3) Staffing Plan and Staffing Qualifications (20 Points)
 - a. Provide a staffing plan for the proposed program including key staff members and their job titles and job descriptions, resumes, number of positions, expected qualifications, credentials, education, and licenses for each position.
 - b. Justify the number and types of positions, including job expectations.
 - c. Describe if and how the proposed program will include staff or volunteers with experiences similar to the target population.
 - d. Attachment: Organizational chart demonstrating lines of authority for the proposed program.

- 4) Program Evaluation (10 Points)
 - a. List expected outcomes related to participant or community well-being resulting from the proposed program.
 - b. Describe how the program intends to measure outcomes related to client or community wellbeing.
 - c. Describe validated measurement tools (if applicable).
Describe the data system used to track outputs and outcomes

- 5) Cost Proposal (15 Points)
 - a. Include a description and justification for all program costs detailed in Attachment F.
 - b. Provide a budget narrative on how overall provision of services compared to the SOW as described in Section 3.0.
 - c. Clearly identify the cost per each activity or service type, as well as the total cost of services.

B. Additional Attachments to be included:

- 1) Current W-9
- 2) Identification Sheet (Attachment A)
- 3) Non-Collusion (Attachment B)
- 4) Proposal Authorization Signature Page (Attachment C)
- 5) Reference Sheet (Attachment D)
- 6) Proposal Narrative (Attachment E)
- 7) Cost Proposal (Attachment F) in a separate sealed envelope.
- 8) Signed Addenda (if applicable). Proposers are to indicate acknowledgement, sign, and return Addendum(s) with their response.

THIS SPACE INTENTIONALLY LEFT BLANK

5.0 EVALUATION GRADING CRITERIA

Following the deadline for receipt of proposals, all proposals submitted will be analyzed and reviewed by a review panel consisting of representative(s) of the County and/or Community.

The County reserves the right to negotiate a contract based on all factors involved in the written proposal without further discussion or interview.

Proposals will be evaluated for cost and compliance with all requirements set forth in this RFP, including timely submission and provision of all documents requested, and for the following minimum requirements:

- A. Proposals will be examined as to whether or not proposers responded in accordance with the following requirements:
- Proper completion and submittal of all required proposal documents outlined in Section 4.0 of this RFP.
 - A part of the evaluation process may include an Interview for the top proposers. The interview will consist of a presentation of the proposed operating details and will answer any additional questions County may have. Proposers will be notified of any additional required information or interviews after the written proposals have been evaluated.
 - Interviews will be held with whom the County deems as the most qualified respondents. Initial scores may be changed based on Interview. The Proposer selected will enter into a contract with the County.
 - A Notification of Intent to Award may be sent to any Proposer selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully, the County may negotiate a contract with the next highest scoring Proposer or withdraw the RFP.

6.0 GENERAL PROPOSAL REQUIREMENTS

1. **CONTRACTOR RESPONSIBILITIES:**

All procedures and services must be in compliance with all federal, State, and County Local Laws and Regulations.

2. **BASIS FOR SELECTION AND CONDITIONS**

The responsiveness, competency and responsibility of Proposer and of their proposed subcontractors will be considered in making the award of contract. Any Proposer before being awarded a contract may be required to furnish evidence satisfactory to the County that Proposer and their proposed subcontractors have sufficient means and experience in the type of work called for to assure completion of the contract in a satisfactory manner. The County reserves the right to reject the proposal of any Proposer as not responsible and not qualified to do the particular work under consideration who have previously failed to perform properly or to complete on time contracts with the County of a nature similar to this program. Other factors that may be considered by the County to determine a responsible proposal and the overall capability of the Proposer to satisfactorily complete the work under consideration may include, but are not limited to: insufficient experience, experience on other public programs, experience doing the same type of work, length of tenure and capacity with bonding or insurance company, financial stability, and whether a Proposer has been terminated on other programs.

A responsive proposal is one that meets all terms, conditions, and specifications of the RFP. The bid must comply with the content requirements of the RFP documents. The Proposer must perform and do what the RFP documents and contract required and said they must do, whether it be pricing in a certain way, attending a mandatory pre-bid conference, providing bonds, etc. Other examples where a proposal might be declared and found to be non-responsive include:

- Proposal is substantially incomplete
- Proposal is not signed
- Proposal is delivered late
- No acknowledgement of critical addenda
- Significant discrepancies appear in the response

A responsive proposal conforms to RFP specifications. However, a proposal which substantially conforms, though not strictly responsive, to a call for proposals may be accepted if the variance cannot have affected the amount of the proposal or given a Proposer an advantage or benefit not allowed other Proposers or, in other words, if the variance is inconsequential. The County reserves the right to reject any and all proposals or alternatives and waive any informality or irregularity in the proposals or in the bidding, and to determine responsiveness and responsibility of Proposer, including but not limited to those areas mentioned above.

3. **SAN JOAQUIN COUNTY GREEN PURCHASING POLICY:**

San Joaquin County has a Green Purchasing Policy, please click on the link to view.

<http://www.sigov.org/SupportServ/dynamic.aspx?id=10128>

4. **LOCAL VENDOR PREFERENCE**

The county of San Joaquin has a 5% local vendor preference; however, the preference shall not exceed \$7,500.00 per bid. Click on the link below to view San Joaquin County's Policy and Procedures.

<http://www.sigov.org/SupportServ/dynamic.aspx?id=10217>

5. **SAN JOAQUIN COUNTY RESPONSIBILITIES:**

The County will monitor the program activities and expenditures to insure Proposer is honoring all terms of the contract. No county facilities will be provided.

6. **SPECIFICATION CHANGES:**

The County may, during the proposal period, advise the Proposer in writing of additions, omissions, or alterations in the specifications. Changes shall be included in the RFP and become part of the specifications as if originally submitted.

7. **AMENDMENTS:**

No one is authorized to amend this proposal in any respect, by an oral statement, or to make any representation or interpretation in conflict with the provisions of this RFP. If necessary, supplementary information in addendum form will be prepared and posted on the "Purchasing Open Bids" website. It is the Proposer's responsibility to obtain, sign and submit all addendum(s) for the RFP at:

<http://www.sigov.org/supportserv/openbids.aspx>

Failure of Proposer to not submit signed addendum(s) with their proposal shall be cause for rejection.

Any exceptions taken to this RFP shall be clearly stated in writing.

8. **RFP WITHDRAWAL:**

Any Proposer may withdraw their proposal, either personally or by written request, at any time **prior** to the date and time due.

9. **RIGHT TO REJECT PROPOSALS:**

San Joaquin County reserves the right to reject any and all proposals, or any part of a proposal; to waive minor defects or technicalities; or to solicit new proposals on the same program or modified program, which may include portions of the original RFP document, as the County may deem necessary and in its best interest. False, incomplete or unresponsive statements in connection with a submitted proposal may be sufficient cause for rejection. The County will be the sole judge in making such determinations.

11. **EXAMINE SPECIFICATIONS:**

Proposer shall thoroughly examine and be familiar with the specifications herein. Failure or omission of any Proposer to receive or examine any form, instrument, addendum or other document, or become acquainted with existing conditions, shall in no way relieve Proposer from any obligations with respect.

12. **SITE INSPECTION:**

Proposers shall have examined the work sites, and shall be responsible for having acquired full knowledge of the job and of all issues affecting it. No variations or allowances from the contract sum will be made because of lack of such examination.

13. **ALL RFP DOCUMENTS PART OF FINAL CONTRACT:**

Any RFP documents, letters and materials submitted by the Proposer shall be binding and included as part of the final contract. Unauthorized conditions, limitations or provisions attached to proposals may cause its rejection.

14. **PUBLIC RECORD:**

All proposals become property of the County. All proposals, including the accepted proposal and any subsequent contract become public records per the requirements of the California Government Code, Sections 6250-6270, "California Public Records Act". Proprietary material must be clearly marked as such. Pricing and service elements of the successful bid are not consider proprietary information.

The COUNTY will treat all information submitted in a bid/proposal as available for public inspection once the COUNTY has a contract finalized with the selected contractor. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your bid, you must identify any such information, together with the legal basis of your claim in your bid. The CONTRACTOR agrees to defend and indemnify the COUNTY for any liability, costs, and expenses incurred in asserting such confidentiality as part of your bid. The final determination as to whether the COUNTY will assert your claim of confidentiality on your behalf shall be sole discretion of the COUNTY.

15. **EXCEPTIONS:**

Any exceptions to this RFP must be stated in your proposal. It is otherwise assumed that the wording within this document is acceptable and agreed to by the Proposer.

16. **RESULTING CONTRACT:**

Through the RFP process, the County reserves the right to negotiate a contract based on all factors involved in the written proposal without further discussion or interview.

The performance of the contract resulting from this proposal shall be governed, construed and interpreted according to the laws of the State of California.

16. **NOTICE:**

Any notice, demand, request, consent approval or communication that either party desires or is required to give the other party shall be in writing and either serviced personally or sent by pre-paid first-class mail, or the equivalent thereof by private carrier. Any such writing shall be addressed to County of San Joaquin, Purchasing Department, 44 N. San Joaquin Street, Suite 540 Stockton, CA, 95202-2931, Attention: **Raquel Cobarrubias at rcobarrubias@sjgov.org**, **RFP #16-22**

THIS SPACE INTENTIONALLY LEFT BLANK

ATTACHMENT A – IDENTIFICATION SHEET

RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL

Type or print the following information:

Company: _____

Address: _____

(City) (State) (Zip)

Name: _____

Title: _____ E-mail: _____

Telephone: () _____ Fax: () _____

Years in business: _____

Number of employees: _____

Name of Insurance carrier(s): _____

Public Liability: _____ Expires: _____

Workers' Compensation: _____ Expires: _____

ATTACHMENT B – NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23, United States Code Section 112, and Public Contract Code 7106, the bidder declares that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other proposer to submit a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other proposer, or to fix any overhead, profit or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the Proposer has not, directly or indirectly, submitted their proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

NOTE: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.

Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Proposer's Signature _____ **Date** _____

ATTACHMENT C – PROPOSAL AUTHORIZATION SIGNATURE PAGE

The undersigned, having carefully read and examined this RFP, and being familiar with (1) all the conditions applicable to the work for which this proposal is submitted; (2) with availability of the required equipment, materials and labor hereby agrees to provide everything necessary to complete the work for which this proposal is submitted in accordance with the proposal documents for the amounts quoted herein and further agrees that if this proposal is accepted, within five (5) days after the contract is presented for acceptance, will execute, and mail a signed contract to the County of San Joaquin Purchasing Agent.

This Signature/Authorization page must be in Section 1 of your Proposal.

Signature of Authorized Agent

Date

Printed Name of Authorized Agent

ATTACHMENT D – REFERENCES

SIMILAR CONTRACTS/RFPS PERFORMED: List below contracts under which the Proposer has provided similar services during the past eight (8) years.

Proposer's technical and support capabilities will be verified through reference checking, which may include site visits and contact with other clients or vendors.

FIRM NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

CONTACT PERSON: _____

DATE OF CONTRACT: _____ through _____

DESCRIPTION AND NUMBER OF YEARS PROVIDING WIA/WIOA PROGRAM SERVICES:

FIRM NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

CONTACT PERSON: _____

DATE OF CONTRACT: _____ through _____

DESCRIPTION AND NUMBER OF YEARS PROVIDING WIA/WIOA PROGRAM SERVICES:

FIRM NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

CONTACT PERSON: _____

DATE OF CONTRACT: _____ through _____

DESCRIPTION AND NUMBER OF YEARS PROVIDING WIA/WIOA PROGRAM SERVICES:

ATTACHMENT F – Cost Proposal
(Submitted - in a separate sealed envelope)

Prospective proposer must detail their cost in Table 1 for all components necessary to meet the RFP requirements. Vendor is expected to expand the costs table and use as many lines as necessary to completely identify all cost and options for the proposed solution on this cost table. Any costs not entered shall be without cost to the County.

Table 1

	Consultant		
1	Hourly rate (on-site)	\$	
3	Full day rate (on-site)	\$	
4	Half day session cost (on-site)	\$	
5	Webinar session hourly rate	\$	
6	Teleconference sessions	\$	
7	Related travel costs	\$	
8	Other Staff Hourly Rates	\$	
9	Other	\$	

ATTACHMENT G – COOPERATIVE / PIGGYBACK CLAUSE

PUBLIC AGENCY PARTICIPATION

Any Workforce Development Area and/or public agency, i.e., city, district, public authority, public agency, municipality and other political subdivision or a public corporation (hereinafter referred to as Public Agency) shall have the option of participating in any award made as a result of this proposal at the same prices, and terms and conditions. The County is not an agent, partner, or representative of the Public Agency, and is not obligated or liable for any financial responsibility in connection with purchase orders issued by any Public Agency. The Public Agency shall accept sole responsibility for placing orders or payments to the successful Bidder.

San Joaquin County waives its right to require such other districts and offices to draw their warrants in the favor of the County and agreements, orders, and payments may be made directly between the vendor and the public agency/corporation.

Acceptance or rejection of this clause will not affect the outcome of the bid/proposal.

Piggyback option granted _____

(Vendor please initial)

Piggyback option not granted _____

EXHIBIT A – SAMPLE CONTRACT



INDEPENDENT CONTRACTOR AGREEMENT

SAN JOAQUIN COUNTY

CONTRACT ID#

Contract Amount \$

PARTIES:	COUNTY:	County of San Joaquin Purchasing & Support Services 44 N. San Joaquin Street Suite 540 Stockton, CA 95202
-----------------	----------------	---

With copies to:	County of San Joaquin Employment & Economic Development Department 56 South Lincoln Street Stockton, CA 95203
-----------------	---

CONTRACTOR:	Name Address City Contact Name Contact Phone # Contact Email:
--------------------	--

I. THE PARTIES TO THE AGREEMENT

This Agreement is made and entered into this _____day of _____, 2016____, by and between _____, an Independent CONTRACTOR (hereinafter “CONTRACTOR”), and San Joaquin County, a political subdivision of the State of California for Employment & Economic Development Department(hereinafter “COUNTY”)

II. THE PURPOSE OF THE AGREEMENT

A. Provide Workforce Innovation and Opportunity Act (WIOA) Consulting Services.

III. ORDER OF PRECEDENCE

A. Each of the items listed below is hereby incorporated into this Agreement by this reference. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State of California statutes and regulations, this Agreement and its exhibits.
2. COUNTY Request for Proposal Number _____.
3. CONTRACTOR'S Proposal dated _____.

IV. THE SCOPE OF SERVICES

A. The CONTRACTOR agrees to provide services

1. Provide Workforce Innovation and Opportunity Act (WIOA) Consulting Services.

B. The CONTRACTOR shall perform the CONTRACTOR'S work in accordance with currently approved methods and standards of practice in the CONTRACTOR'S professional specialty.

V. GENERAL PROVISIONS

A. Term of Agreement:

This Agreement shall commence when fully executed through 31 day of July, 2017, unless said work is completed on a date prior thereto or unless terminated earlier as provided herein or extended upon mutual agreement.

B. Interpretation:

This Agreement shall not be interpreted in favor of any Party by virtue of said Party not having prepared this Agreement.

If any time period provided for in this Agreement ends on the day other than a Business Day, the time period shall be extended to the next Business Day.

C. Compensation:

The COUNTY agrees to pay the CONTRACTOR (\$00,000.00). The total payments made for services performed pursuant to this Agreement shall not exceed **XXXXXX DOLLARS** .

D. Invoicing:

The CONTRACTOR shall submit one original and one copy of each invoice to County _____ of _____ San _____ Joaquin, _____ All invoices must reference this Agreement Number/Contract ID # and the service performed. Payments shall be made within 30 days of receipt of invoice from the CONTRACTOR.

E. CONTRACTOR'S Status:

In the performance of work, duties and obligations imposed by this Agreement, the CONTRACTOR is at all times acting as an Independent CONTRACTOR practicing his or her profession and not as an employee of the COUNTY. **A copy of the CONTRACTOR'S current professional, local, state or other business licenses required to conduct the services stated herein, will be provided to the COUNTY.** The CONTRACTOR shall not have any claim under this Agreement or otherwise against the COUNTY for vacation, sick leave, retirement benefits, social security or workers' compensation benefits. The CONTRACTOR shall be responsible for federal and state payroll taxes such as social security and unemployment. The COUNTY will issue a Form 1099 at year-end for fees earned.

F. Assignments:

Inasmuch as this Agreement is intended to secure the specialized services of the CONTRACTOR, the CONTRACTOR may not assign, transfer, delegate or subcontract their obligation herein without the prior written consent of San Joaquin County. Any such assignment, transfer, delegation or subcontract without the prior written consent shall be considered null and void.

G. Non Exclusive Rights:

This Agreement does not grant to the CONTRACTOR any exclusive privileges or rights to provide services to the COUNTY. The CONTRACTOR may contract with other counties, private companies or individuals for similar services.

H. Indemnification:

The CONTRACTOR shall, at its expense, defend, indemnify and hold harmless the County of San Joaquin and its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the active and/or passive negligence or willful misconduct of the CONTRACTOR, its employees, officers, agents or Subcontractors.

The CONTRACTOR shall hold the COUNTY, its officers and employees, harmless from liability, of any nature or kind on account of use of any copyrighted, or un-copyrighted composition, secret process, patented or un-patented invention articles or appliance furnished or used under this order.

I. Insurance

1. The CONTRACTOR, shall submit proof of insurance with liability limits as set forth below to the Purchasing Department showing the COUNTY, its officers, employees, agents and volunteers named as Additional Insured to include ongoing operations and products completed operations (On Additional Insured Endorsement CG 20 10 10 93), except for Workers' Compensation and professional Liabilities, and insurance policy shall contain provisions that such policy may not be canceled or reduced except after thirty (30) days written notice to the COUNTY. The COUNTY at its discretion, may waive in part or in full insurance requirements. The CONTRACTOR is required to provide insurance unless notified by the COUNTY'S Purchasing Agent of any waivers.

2. The CONTRACTOR agrees that the CONTRACTOR is responsible to ensure that the requirements set forth in this article/paragraph are also to be met by the CONTRACTOR'S subcontractors/CONTRACTOR'S who provide services pursuant to this Agreement. Copies of insurance certificates shall be filed with the COUNTY'S Purchasing Agent.

3. *General Liability Limits*

BI & PD combined/per occurrence/Aggregate	\$1,000,000
Personal Injury/Aggregate	\$1,000,000
Automobile Liability/per occurrence	\$1,000,000

1) The CONTRACTOR agrees to defend, hold harmless and indemnify the COUNTY for any and all liabilities associated with

the use of any automobiles in relation to tasks associated with this Agreement.

4. Professional Liability

- a. Professional Liability/as appropriately relates to \$1,000,000
services rendered. Coverage may include medical
malpractice and/or errors and omissions.

5. Workers' Compensation and Employer's Liability Statutory requirement.

J. DISCRIMINATION

The CONTRACTOR shall not discriminate because of because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, medical condition, genetic information, military or veteran status, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (Government Code sections 12940,12945, 12945.2 Contractor shall not retaliate against any person for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

K. ADA COMPLIANCE

The CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.)

L. NOTICES:

Any notice required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be effected by one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless otherwise designated in writing by either party, such notice shall be mailed to the addresses shown on page one (1) of this Agreement.

M. TERMINATION:

1. *Termination for Cause:* If the CONTRACTOR breaches or habitually neglects the CONTRACTOR'S duties under this Agreement without curing

such breach or neglect upon fifteen (15) working days written notice, the COUNTY may, by written notice, immediately terminate this Agreement without prejudice to any other remedy to which the COUNTY may be entitled, either at law, in equity, or under this Agreement.

2. **Termination for Convenience:** In addition, either party may terminate this Agreement upon thirty (30) days written notice to other party.
3. **Funding out Clause:** If the County Board of Supervisors fails to appropriate funds to enable County Departments to continue to make purchases under this Agreement, this Agreement will be cancelled immediately and the CONTRACTOR will be given written notice of such termination.

N. CONFLICT OF INTEREST STATEMENT:

The CONTRACTOR covenants that the CONTRACTOR, its officers, employees or their immediate family, presently has no interest, including, but not limited to, other programs or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by the CONTRACTOR under this Agreement. The CONTRACTOR shall not hire COUNTY'S employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of the COUNTY. Performance of services under this Agreement by associates or employees of the CONTRACTOR shall not relieve the CONTRACTOR from any responsibility under this Agreement.

O. DRUG FREE WORKPLACE:

The CONTRACTOR shall comply with the provisions of Government Code Section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

P. FORCE MAJEURE:

It is agreed that neither party shall be responsible for delays in delivery, acceptance of delivery, or failure to perform when such delay or failure is attributable to Acts of God, war, strikes, riots, lockouts, accidents, rules or regulations of any governmental agencies or other matters or conditions beyond the control of either the CONTRACTOR or the COUNTY.

Q. COMPLIANCE:

The CONTRACTOR shall comply with all federal, state and local laws, regulations and requirements necessary for the provision of contracted services. Furthermore, the CONTRACTOR shall comply with all laws applicable to wages and hours of employment, occupational safety, fire safety, health and sanitation. The CONTRACTOR shall maintain current throughout the life of this Agreement, all permits, licenses, certificates and insurances that are necessary for the provision of contracted services.

R. GOVERNING LAW AND VENUE:

The Laws of the State of California shall govern this Agreement. Venue is San Joaquin County. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

S. PUBLIC RECORD:

1. All bids become property of the COUNTY. All bids, including the accepted bid and any subsequent contract become public records per the requirements of the California Government Code, Sections 6250-6270, "California Public Records Act". Proprietary material must be clearly marked as such. Pricing and service elements of the successful bid are not consider proprietary information.
2. The COUNTY will treat all information submitted in a bid/proposal as available for public inspection once the COUNTY has a contract finalized with the selected contractor. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your bid, you must identify any such information, together with the legal basis of your claim in your bid. In order for the COUNTY to assess confidentiality of any such information on your behalf, you must request, execute and submit a County-prepared written agreement to defend and indemnify the COUNTY for any liability, costs, and expenses incurred in asserting such confidentiality as part of your bid. The final determination as to whether the COUNTY will assert your claim of confidentiality on your behalf shall be sole discretion of the COUNTY. This written agreement may be obtained by contacting the Contract Services Officer at the address on page 1 of the Bid.

T. DOCUMENTS:

All drawings, specifications, documents and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of the COUNTY whether executed by or for the CONTRACTOR for

the COUNTY, or otherwise by or for the CONTRACTOR, or by or for a subcontractor operating under the CONTRACTOR'S supervision, or direction, and all such documents and copies thereof shall be returned or transmitted to the COUNTY forthwith upon the COUNTY written demand, termination or completion of the work under this Agreement.

U. SAN JOAQUIN COUNTY GREEN PURCHASING POLICY:

1. San Joaquin County has a Green Purchasing Policy; please click on the link to view.

<http://www.sigov.org/SupportServ/dynamic.aspx?id=10128>

2. The COUNTY has adopted an Environmentally Preferable Purchasing (EPP) Policy. EPP refers to the procurement of goods and services that lessen or reduce negative effect on human health and the environment when compared with competing goods and services that serve the same purpose. This comparison takes into consideration such things as: raw materials acquisition; production; manufacturing; packaging; distribution; reuse; disposal; energy efficiency; performance; safety and cost.
3. A primary goal of this policy is to encourage contractors/suppliers and departments to consider products and services that help minimize environmental impacts with price, performance and aesthetic considerations being equal. Contractors/suppliers are encouraged to offer products and services that meet legitimate "green" standards, e.g. products that possess independent third party certifications such as Energy Star, Green Seal, EcoLogo, EPEAT or FEMP (Federal Energy Management Program) standards. The County also encourages offers of products made with minimal virgin materials and maximum use of recycled materials – again, price and performance essentially being equal.

V. WORK PRODUCT:

The COUNTY and the CONTRACTOR acknowledge and agree that "Work Product", and all components of it, provided or developed by the CONTRACTOR hereunder or in connection herewith shall constitute "works made for hire" within the meaning of Title 17 United States Code Section 101 et seq. (the "Copyright Act"), and all right, title, and interest in and to the Custom Products shall vest in the COUNTY immediately upon development. To the extent any such Custom Products may not be the sole and exclusive property of the COUNTY and/or may not be a "work made for hire" as defined in the Copyright Act upon development, then the CONTRACTOR agrees to and hereby does sell, transfer, grant and assign to the COUNTY all copyrights, patents, trade secrets, inventions, and other proprietary rights, title, and

interest in and to such Custom Products upon development. On all written material, whether in print, electronic, or any media form, constituting “Work Product”, the CONTRACTOR shall place or cause to be placed the following legend preferably in the lower right corner:

© 2016 County of San Joaquin. All rights reserved.

W. DATA SECURITY – CONFIDENTIALITY:

1. Acknowledgment of access to information characterized as covered data

The CONTRACTOR acknowledges that its contract/purchase order (“Agreement”) with the County of San Joaquin, California COUNTY”) may allow the CONTRACTOR access to confidential COUNTY information or COUNTY provided information including, but not limited to, personal information, records, data, or financial information notwithstanding the manner in which or from whom it is received by the CONTRACTOR (“Covered Data”) which is subject to state laws that restrict the use and disclosure of COUNTY information, including the California Information Practices Act (California Civil Code Section 1798 et seq.), California Constitution Article 1, Section 1, and other existing relative or future adopted State and/or Federal requirements. The CONTRACTOR shall maintain the privacy of, and shall not release, Covered Data without full compliance with all applicable state and federal laws, COUNTY policies, and the provisions of this Agreement. The Contractor agrees that it will include all of the terms and conditions contained in this clause in all subcontractor or agency contracts providing services under this Agreement. Where a federal, state or local law, ordinance, rule or regulation is required to be made applicable to this Agreement, it shall be deemed to be incorporated herein without amendment to this Agreement.

2. Prohibition on unauthorized use or disclosure of covered data and information

The CONTRACTOR agrees to hold Covered Data received from or created on behalf of the COUNTY in strictest confidence. The CONTRACTOR shall not use or disclose Covered Data except as permitted or required by the Agreement or as otherwise authorized in writing by the COUNTY. If required by a court of competent jurisdiction or an administrative body to disclose Covered Data, the CONTRACTOR will notify the COUNTY in writing prior to any disclosure in order to give the COUNTY an opportunity to oppose any such disclosure. Any work using, or transmission or storage of, Covered Data outside the United States is subject to prior written authorization by the COUNTY.

3. Safeguard standard

The CONTRACTOR agrees that it will protect the Covered Data according to commercially acceptable standards and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. The CONTRACTOR shall develop, implement, maintain and use appropriate administrative, technical and physical security measures which may include but not be limited to encryption techniques, to preserve the confidentiality, integrity and availability of all such Covered Data.

4. Return or destruction of covered data and information

Upon termination, cancellation, expiration or other conclusion of the Agreement, the CONTRACTOR shall return the Covered Data to the COUNTY unless the COUNTY requests that such data be destroyed. This provision shall also apply to all Covered Data that is in the possession of subcontractors or agents of the CONTRACTOR. The CONTRACTOR shall complete such return or destruction not less than thirty (30) calendar days after the conclusion of this Agreement. Within this thirty (30) day period, the CONTRACTOR shall certify in writing to the COUNTY that the return or destruction has been completed.

5. Reporting of unauthorized disclosures or misuse of covered data and information

The CONTRACTOR shall report, either orally or in writing, to the COUNTY any use or disclosure of Covered Data not authorized by this Agreement or in writing by the COUNTY, including any reasonable belief that an unauthorized individual has accessed Covered Data. The CONTRACTOR shall make the report to the COUNTY immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after the CONTRACTOR reasonably believes there has been unauthorized use or disclosure. The CONTRACTOR'S report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the COUNTY Covered Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the CONTRACTOR has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the CONTRACTOR has taken or shall take to prevent future similar unauthorized use or disclosure. The CONTRACTOR shall provide the COUNTY other information, including a written report, as reasonably requested by the COUNTY.

6. Examination of records

The COUNTY and, if the applicable contract or grant so provides, the other contracting party or grantor (and if that be the United States, or an agency or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers, and records of the CONTRACTOR involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. The CONTRACTOR shall retain program records for a period of five years from the date of final payment.

7. Assistance in litigation or administrative proceedings

The CONTRACTOR shall make itself and any employees, subcontractors, or agents assisting the CONTRACTOR in the performance of its obligations under the Agreement available to the COUNTY at no cost to the COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against the COUNTY, its directors, officers, agents or employees based upon a claimed violation of laws relating to security and privacy and arising out of this Agreement.

8. No third-party rights

Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

9. Survival

The terms and conditions set forth shall survive termination of the Agreement between the parties.

X. ATTORNEY'S FEE:

In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by in-house counsel shall be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services. Y. ENTIRE AGREEMENT AND MODIFICATION:

This Agreement and all documents incorporated by reference supersedes all previous Agreements either oral or in writing and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

VI. EXECUTIVE PARTIES:

“IN WITNESS WHEREOF, COUNTY AND CONTRACTOR have executed this Agreement effective on the date and year first written above.”

CONTRACTOR Name
Address
City, State and Zip

COUNTY OF SAN JOAQUIN, a
political subdivision of
the State of California

By: _____
Signature, Authorized Agent

By: _____
Jon Drake, C.P.M.
Director Purchasing & Support Services

By: _____

APPROVED AS TO FORM

Office of County Counsel

By _____

Gilberto Gutierrez

Deputy County Counsel

Date: _____

Buyer of Record: RC

EXHIBIT B – SPECIFIC COMPLIANCE

A. SPECIFIC COMPLIANCE

Prospective proposers are required to abide by all applicable local, Federal and State laws and regulations, including, but not limited to:

- The Workforce Innovation and Opportunity Act (<https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf>)
- The Family Economics Security Act (FESA), California Unemployment Insurance Code, Section 15000
- Title 20 CFR Section 664.210
- Title 20 CFR Sections 664.410 and 664.450
- Title 20 CFR Section 667.630
- Executive Order No. 11246 “Equal Employment Opportunity” as amended by E.O 11375
- Nontraditional Employment for Women Act of 1992
- The Age Discrimination Act of 1975 (as amended)
- The Byrd Anti-Lobbying Amendment
- Executive Order 12549, Debarment and Suspension, as amended by E.O. 12689
- California Energy Policy and Conservation Act (PL 96-163, 89 Stat 871)
- California Drug-Free Workplace Act of 1990
- Training and Employment Guidance Letter No. 17-05 and 17-05 Change