

**SOUTH BAY WORKFORCE INVESTMENT BOARD (SBWIB)**  
11539 HAWTHORNE BLVD., SUITE 500, 5<sup>TH</sup> FLOOR  
HAWTHORNE, CA 90250

**REQUEST FOR PROPOSAL (RFP)**  
**Workforce Innovation and Opportunity Act (WIOA)**  
(Start up: July 1, 2024)

**DISLOCATED WORKER, RAPID RESPONSE SERVICES &  
LAYOFF AVERSION ACTIVITIES**

<b>Release Date:</b>	<b>Thursday, April 11, 2024</b>
<b>Deadline for Submission:</b>	<b>Monday, May 20, 2024</b> <b>(12:00 p.m. PST)</b>
<b><u>Respondents Conference:</u></b> <b>RSVP for meeting invite:</b> <b>dhunt@sbwib.org</b>	<b>Monday, April 22, 2024</b> <b>9:00 a.m. –10:30 a.m. PST</b> <b>Virtual Meeting via Zoom</b>
<b>For More Information:</b>  Justina Munoz, Procurement Manager <a href="mailto:jmunoz@sbwib.org">jmunoz@sbwib.org</a>	

*An Equal Opportunity Employer program. Auxiliary aides are available upon request to individuals with disabilities.  
This RFP is funded by the Workforce Innovation and Opportunity Act (WIOA).*

**SOUTH BAY WORKFORCE INVESTMENT BOARD**

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## SECTION I

## BACKGROUND INFORMATION

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### **Background**

The South Bay Workforce Investment Board (SBWIB) is comprised of 51 members representing business, labor, education, economic development, and other local workforce system stakeholders. The SBWIB provides administration and oversight of state and federally funded job training and employment service programs including the Workforce Innovation and Opportunity Act (WIOA) to the South Bay Workforce Delivery Area (SBWDA).

Under the oversight of the SBWIB, the South Bay Workforce Investment Board, Inc. (SBWIB, Inc.), established in 2000 as the non-profit arm of the SBWIB, has a joint powers authority of eleven cities, which comprise the South Bay Workforce Development Area. As a 501(c) 3 non-profit corporation, the SBWIB, Inc. administers more than \$65 million dollars annually in federal, state and county contracts under the oversight of the South Bay Workforce Investment Board. Services are provided to residents and employers in the South Bay Workforce Development Area through four South Bay One-Stop Business & Career Centers (America's Job Centers of California), which are located in the cities of Inglewood, Carson, Gardena and Torrance, and provide employment and training services to more than 100,000 residents annually.

### **Organization Structure**

The South Bay Workforce Investment Area (SBWIA), presently a consortium of eleven cities, administers programs funds under the Workforce Innovation and Opportunity Act (WIOA). The South Bay Workforce Investment Board (SBWIB) is appointed by the elected officials of the eleven cities and is responsible for program and policy planning, development and oversight.

The City of Inglewood is the administrative entity for the SBWIA and has delegated its rights, duties and responsibilities to the South Bay Workforce Investment Board, Inc., a non-profit public benefit corporation which is authorized to enter contracts on behalf of the City of Inglewood.

### **Area of Service**

The SBWIA includes the cities of Hawthorne, Inglewood, El Segundo, Lawndale, Gardena, Carson, Torrance, Lomita, Redondo Beach, Hermosa Beach, and Manhattan Beach.

### **Purpose of RFP**

The purpose for this Request for Proposal (RFP) is to solicit competitive proposals for the delivery of employment and training services under the Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Programs, which includes Rapid Response/Layoff of Aversion activities. Additional services may be required and called upon for similar special project grants awarded to include but not limited to the National Dislocated Worker Grants (formerly National Emergency Grants), and the state's Dislocated Worker Additional Assistance Projects.

The proposed services will be funded under the *Workforce Innovation and Opportunity Act of 2014 that amends the Workforce Investment Act, P.L. 105-220, USC 9201*. Funds made available through this Request for Proposal (RFP) are intended for the benefit of WIOA, eligible dislocated workers, rapid response/layoff aversion activities and other dislocated worker activities as may be necessary to the South Bay of Workforce Development Area (SBWDA). It is anticipated that only one service provider may be selected (*see Slate of Service Providers*).

**This RFP does not include services to Youth in the SBWDA.**

## SECTION II

## GENERAL INFORMATION

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### **Eligible Organizations**

The Board is requesting proposals from qualified providers capable of successfully operating the Dislocated Worker Program in accordance with the requirements of the Workforce Innovation and Opportunity Act of 2014.

Proposals will be accepted from any established community-based organization, public agencies, private for profit or private non-profit organizations that can demonstrate the administrative and fiscal capacity to successfully provide the services identified in this RFP.

Eligible entities must also have a minimum of three (3) years documented, successful experience within the last five (5) years in providing services to dislocated workers and rapid response/layoff aversion activities.

**This funding is not intended to support the infrastructure development and start-up of a new organization.**

### **One-Stop Service Delivery System Linkage**

Respondents must be willing to function as part of the local workforce innovation system and agree to all program linkages referral processes and data collection methods necessary to make such a system operational. The One-Stop service delivery system, which includes both physical location or an electronically or technologically connectivity, is pivotal in unifying a variety of programs and services into a single customer-friendly system. Therefore, all Respondents must be willing to connect and engage in participant activities with the One-Stop system, so that participants learn how to access the career services offered by the system.

### **Funding Cycle & Contract Dates**

The funding cycle for this Request for Proposal cover the following time periods:

- **Program Year 2024/25, July 1, 2024 – June 30, 2025**
- **Program Year 2025/26, July 1, 2025 – June 30, 2026**
- **Program Year 2026/27, July 1, 2026 – June 30, 2027**

The initial negotiated contract program year is anticipated to commence on July 1, 2024, and end on June 30, 2025. Subsequent contract years will run twelve months, July 1 to June 30 each year for a period up to three (3) years but not more than five (5) years. The SBWIB reserves the right to re-negotiate the terms and conditions of a contract extension / renewal for bona fide reasons including, but limited to, changes in funding levels, contractor's performance, economic conditions or workforce characteristics and adjustment in program designs dictated by program evaluations by the SBWIB, state and/or federal regulatory requirements. The contract will be monitored for performance on a quarterly basis and may be amended or terminated if performance does not meet SBWIB's standards.

### **Funding Availability**

Exact funds available in this RFP will not be known until the State of California, Employment Development Department (EDD) releases the final annual Program Year (PY) 2024-2025 aggregated allocations for the SBWDA. Respondents may base their proposal budget using the

current year (PY 2023-2024) contracted amounts:

One-Stop Center		1st Program Allocation (7-01-24)	2nd Program Allocation * (10-01-24)	Training Allocation * (10-01-24)	Total
<b>Carson</b>					
Carson	\$	46,215.00	\$ 72,185.00	\$ 71,896.00	\$ 190,296.00
<b>Total</b>	<b>\$</b>	<b>46,215.00</b>	<b>\$ 72,185.00</b>	<b>\$ 71,896.00</b>	<b>\$ 190,296.00</b>
<b>Torrance</b>					
Hermosa Beach	\$	7,396.20	\$ 11,803.80	\$ 12,096.00	\$ 31,296.00
Manhattan Beach	\$	9,396.90	\$ 16,203.10	\$ 13,974.00	\$ 39,574.00
Lomita	\$	8,495.10	\$ 17,104.90	\$ 11,794.00	\$ 37,394.00
Torrance	\$	55,482.30	\$ 94,917.70	\$ 85,876.00	\$ 236,276.00
Redondo Beach	\$	28,080.90	\$ 45,519.10	\$ 44,612.00	\$ 118,212.00
<b>Total</b>	<b>\$</b>	<b>108,851.40</b>	<b>\$ 185,548.60</b>	<b>\$ 168,352.00</b>	<b>\$ 462,752.00</b>
<b>Grand Total</b>	<b>\$</b>	<b>155,066.40</b>	<b>\$ 257,733.60</b>	<b>\$ 240,248.00</b>	<b>\$ 653,048.00</b>

Category	Allocation	Total
Rapid Response	TBD	TBD
Lay Off Aversion	TBD	TBD

**This estimate is solely for the purpose of offering guidance to the respondent. The actual contract will be based on the actual WIOA allocations.**

The selected contractor must also be responsible for customers that carry-into one program year to the next. Each enrolled customer is to receive follow-up services as appropriate.

Respondents should be aware that funding is contingent upon the solvency of the organization. Organizations should be able to operate independent of any funding authorized under the Workforce Innovations Opportunity Act. Organizations that operate programs funded with other funding sources should be prepared to submit a cost allocation plan.

**SECTION III TERMS AND CONDITIONS**

**Allowable Profit**

Private-for-profit agencies are allowed to submit a proposal on WIOA programs. The percentage budgeted for profit should be based on the amount of risk undertaken by a contractor in each cost category other than administration. Profit must be divided between all allowable cost categories.

Profit is based on substantiated risks the service provider assumes. The rational and risk being undertaken must be explained by the respondent.

Profit is subject to SBWIB review and allowed only when negotiated and approved as part of the final contract. Profit is related to performance. Any contractor eligible for profit must meet the performance benchmarks as identified in the contract. Profit payments will be evaluated and paid

quarterly as appropriate. **Maximum profit allowed under the contract is ten percent (10%) of program cost.**

**Performance Review**

Contractor performance, all programs will be reviewed on a scheduled basis, in accordance with the SBWIB's policy. Funding adjustment may be made as a result of low performance.

**Failed Competition**

If only one responsive proposal is received from this solicitation, the SBWIB may consider the option to reopen or extend the competition period or to enter into a sole source contract should the respondent meet the qualifications, experience and criteria stated herein.

**Conflict of Interest**

Agencies employing or retaining employees of SBWIB, One-Stop Policy Committee and/or other SBWIB employees such as contractors, subcontractors, or consultants or in any other capacity, must make such information known with their proposal document. Failure to do so may result in disqualification of the proposal, cancellation of contract or contract award, or result in disciplinary action against individuals involved.

**On-Site Inspection**

Organizations awarded contracts must have an established financial system, personnel policies and procedures, grievance process, and other systems considered necessary by the SBWIB to operate an effective program.

Organizations with no prior awarded contract with the SBWIB will be subject to a risk assessment, and on-site inspection, which must be deemed satisfactory before a contract may be awarded. NOTE: All facilities must comply with Americans with Disabilities Act (ADA). The SBWIB retains the right to utilize an instrument to their choice to conduct the risk assessment and on-site inspection to evaluate the fitness of an organization to operate new employment programs.

**Source Documents**

Organizations must comply with Workforce Investment Act (WIOA); the Family Economic Security Act, as amended; Greater Avenues of Independence (GAIN); the Americans with Disabilities Act; policies and operating requirements of the South Bay Workforce Investment SBWIB; the California Public Records Act, Office of Management and Budget Circular A- 128 and/or A-133; and other applicable Federal, State, and local laws, policies and regulations 2 CFR, Chapters I and II, Part 200, Uniform Guidance and Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

**EEO Certification**

Successful respondents will be required to certify and agree that all person employed by the respondent, its affiliates, subsidiaries, or hold companies are and will be treated equally by the firm without regards to or because of race; color; religion; sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity); national origin (including LEP); age, disability; political affiliation or belief and in compliance with all federal, State and local anti-discrimination laws.

**Acceptance of Terms and Conditions**

Each respondent, by submission of a proposal, acknowledges acceptance of terms and conditions, certifies that all specifications listed in the RFP will be met, and further understands that these



specifications may become part of a contract for provision of services should awarded.

### **Truth and Accuracy of Representation**

False, incomplete, or unresponsive statement in connection with a proposal may be cause for its rejection. The evaluation and determination of the fulfillment of the requirement will be in the SBWIBs sole judgment and its judgment will be final and conclusive.

### **Change to RFP**

A respondent submitting a proposal will not change the wording of the released RFP and no words or comments will be added to the general conditions and detailed specifications. Proposals submitted with unauthorized changes to RFP may be deemed irregular and rejected.

### **Gratuities**

It is improper for any SBWIB member, employee or agent to solicit consideration, in any form, from a respondent with the implication, suggestion or statement that the respondent's provision of the consideration may secure more favorable treatment for the respondent in the award of the contract or that the respondent's failure to provide such consideration may negatively affect the SBWIB considerations of the respondent's submission. A respondent will not offer a SBWIB member, employee or agent for the purpose of securing favorable treatment with respect to the award of the contract.

A respondent will immediately report any attempt by a SBWIB member, employee or agent to solicit such improper consideration. The report will be made to the SBWIB Executive Director. Failure to report such solicitation may result in the respondent's submission to be eliminated from consideration. Among other items, such improper consideration may take the form of cash, discounts, and service, the provision of travel or entertainment, or tangible gifts.

### **Compliance with All SBWIB Requirements**

All organization and individuals awarded a WIOA program contract must comply with all SBWIB requirements and are subject to all actions (past, present, and future) by the One-Stop Policy Committee and the SBWIB regarding matters affecting dislocated worker programs.

### **Registration of Respondents Interest in This RFP**

When a copy of this RFP is picked up or mailed/emailed to an interested respondent, the name and address of the respondent is logged into the RFP record by the SBWIB. In the event that the RFP is amended, dates change, or other actions taken prior to the deadline, notice of such action will be mailed to each respondent on the RFP list. If your name and address are not accurately registered with the SBWIB on the RFP log, the SBWIB is not responsible for providing you with notice of any changes.

Therefore, it is incumbent upon each respondent to accurately and timely register your interest with the SBWIB particularly if you did not receive a copy of the RFP directly from the SBWIB. Each RFP issued by the SBWIB has its own log; registrations for a different RFP dose not ensure that you are registered on this RFP.

**Registration by e-mail for this RFP may be made by sending your organization information to: [jmunoz@sbwib.org](mailto:jmunoz@sbwib.org) and using the following in the subject line: Registration for Dislocated Worker, Rapid Response Services & Layoff Aversion Activities RFP**

### **Best Offer**

The proposal shall include the respondent's best terms and conditions.

### **Accuracy and Completeness**

The proposal must set forth accurate and complete information as required in this RFP. Proposals will be received and maintained consistent with the requirements of the WIOA of 2014 and the California Public Records Act. In general, proposals will be exempt from disclosure until the evaluation and selection process has been completed. If the respondents include privacy or proprietary information in their proposal, which they do not desire to have publicly disclosed, this restriction must be clearly noted. Such notice to the SBWIB shall not be effective if such protection is not allowable under the Freedom of Information Act or the California Public Records Act. The SBWIB shall use reasonable administrative procedures and care to protect the release of restricted proposal information. However, the SBWIB shall not be liable for the disclosure of any information submitted in the proposal even though the Respondents requested a restriction on its release.

### **Right to Amend or Withdraw This Request for Proposal**

The SBWIB reserves the right to amend or withdraw this RFP at any time and to change any set or planned dates announced herein; however, the SBWIB will not amend the deadline due date of the RFP to an earlier date.

### **Rights of the SBWIB**

The SBWIB reserves the right to waive informality in any proposal, to accept or reject any or all proposals, to reject one part of a proposal and accept another, to re-advertise and, or seek other proposals, to make awards to the most responsive proposal as the interest of the SBWIB may require. The SBWIB reserves the right to establish additional consideration or criteria for funding, as deemed necessary. Such consideration may be addressed through final agreement negotiations.

The SBWIB reserves the right to reject any proposal and waive any requirement when the action is considered to be in the SBWIBs best interest and negotiate change, revision, and/or modification of a proposal with any Respondents.

The SBWIB reserves the right to retain all proposals submitted in response to this RFP. The proposals shall become the property of the SBWIB. The SBWIB also reserves the right to use any or all ideas presented in any proposal submitted in response to a Request for Proposal, without charge or limitation. The selection or rejection of a proposal does not affect these rights.

### **Right to Reject and Negotiate Proposals**

The SBWIB may reject any proposal and waive any requirement when the action is considered to be in the SBWIB's best interest and negotiate changes, revisions, and/or modifications of a proposal with any Respondents.

### **Request for Additional Information**

The SBWIB may require additional information from a respondent for the determination of its qualifications to provide services. This additional information may be requested any time during the review process.

### **Termination**

The SBWIB may terminate the agreement resulting from this proposal at its own discretion or when conditions encountered during the work make it impossible or impracticable to proceed, or when

the SBWIB is prevented from proceeding with the agreement by law or by official action of a public authority. Additionally, if federal, State, or local project funds are suspended the agreement will likewise be suspended/terminated.

**SECTION IV PROPOSAL DEVELOPMENT TIMELINE**

Date	Activity
Thursday, April 11, 2024	Request for Proposals Released
Monday, April 22 2024 9:00 am – 10:30 am	Respondents Conference – Virtual via Zoom <i>RSVP Required: <a href="mailto:dhunt@sbwib.org">dhunt@sbwib.org</a></i>
Tuesday, April 30, 2024 by 12:00 pm (PST)	End date for Respondent’s questions
Thursday, May 20, 2024 12:00 pm (PST)	Proposals due at SBWIB
Monday, May 20-31 , 2024	Evaluation process begins
Thursday, June 13, 2024	Executive Committee Review and Funding Recommendations for Approval
Tuesday, June 18, 2024	Deadline to File Protest of Review Panel Funding Recommendation
Thursday, June 20, 2024	Publish Intent to Award Notice
Thursday, June 20, 2024	Contract Negotiation and Transition of Services, as necessary to Service Provider
July 1, 2024	Contract and services commence

**Inquiries**

The website [www.sbwib.org](http://www.sbwib.org) will be used as the primary mode of communication between the South Bay Workforce Investment Board and potential respondents.

- Beginning April 11, 2024 interested parties can download the Request for Proposals and formats (as available) from the website.
- Unless specified, any inquiry related to this request for proposal must be submitted electronically to [jmunoz@sbwib.org](mailto:jmunoz@sbwib.org). Please indicate which specific request for proposal you are submitting a question about.
- **Questions will not be answered over the phone.**
- Any question received will be responded to in writing; a question and answer page will be made available on the website and updated daily.
- Respondents are responsible to check the web page frequently to stay connected and apprised throughout the process.

## Respondent's Conference

A Respondent's' Conference will be held virtually on Zoom:

Date: Monday, April 22, 2024  
Time: 9:00 am – 10:30 am (PST)  
RSVP: RSVP is required to receive meeting invitation by April 18, 2024.  
**Please email [dhunt@sbwib.org](mailto:dhunt@sbwib.org)**  
**Subject: Respondents Conference Registration**

- All potential respondents are encouraged to attend, but attendance is not mandatory in order to submit a response.
- The SBWIB, Inc. staff will take verbal questions during the conference, but may choose or need to defer answers. Deferred answers will be posted on the SBWIB's website within two business days after the conference.

## SECTION V

## WIOA SERVICES

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### **WIOA Dislocated Worker Services (DW)**

The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014 by President Barack Obama. WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. WIOA supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. In general, the Act took effect on July 1, 2015. The U.S. Department of Labor (DOL) issues guidance of changes for the WIOA programs on a continuing basis. All respondents are to comply with such guidance known today and issued in the future.

The Workforce Innovation and Opportunity Act (WIOA) is the nation's principle workforce development legislation. Key components of the workforce system include streamlining services through a one-stop service delivery system (One-Stop); empowering individuals through information and access to training resources; ensuring a strong role for the local Workforce Board and the private sector in the workforce investment system; and facilitating state and local flexibility.

Every year the key programs that form the pillars of WIOA help tens of millions of job seekers and workers to connect to good jobs and acquire the skills and credentials needed to obtain them. The enactment of WIOA provides opportunity for reforms to ensure the American Job Center of California (AJCC) system is job-driven-responding to the needs of employers and preparing workers for jobs that are available now and in the future.

The successful respondent(s) will provide career development, training, employment and support services using a customer-centered service approach to deliver workforce development services to populations experiencing significant barriers to employment and who reside within the South Bay Workforce Development Area. Education and training outcomes are achieved as a result of the services being provided by the selected respondent(s) that will increase the number of **dislocated workers** and adults with significant barriers in gaining, retaining and advancing in employment. This RFP is primarily intended to provide available funds for DW services. The term Adult is included to identify the customer by age (18 and over); understanding the Adult may also possess

barriers to employment that could also qualify them as an eligible WIOA Adult based on other barriers to employment such as long-term unemployed. WIOA services provided to Adults and DWs are common and the SBWIB reserves the opportunity based on funding availability to award a contract that may also include services for WIOA Adults—adult service provisions would apply. Reference: [https://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=7953](https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7953).

Workforce services will be provided to **Dislocated Workers**, ages 18 and over, who meet the regulatory eligibility definitions for **WIOA Dislocated Worker formula funds**, with a special priority of service provided to veterans and eligible spouses. WIOA enrollments will be made in coordination with local area Business and Career Centers and the One-Stop/AJCC Welcome Team. Participants will be dually registered and enrolled in WIOA and Wagner Peysner services with the end result of skilling up Californians in order for them to find jobs, keep jobs and advance in jobs.

Directly and through partner relationships, the selected respondent will be responsible for providing outreach, employability assessment, job skills training, job placement and support services. This includes:

- Providing a comprehensive menu of demand-driven skill enhancement products and
- Providing a variety of tools to skill up job seekers and match their skills, interests, and abilities with high wage, high demand jobs.

Follow-up and retention services for individuals facing significant barriers to employment will also be required.

Successful respondents will have a presence at the South Bay One-Stop Business Career Centers, attend One-Stop's partner meetings, and participate in the One-Stop delivery system as per the Memorandum of Understanding including local AJCC Certification, and the Local & Regional Plans.

### **Rapid Response Services for Dislocated Workers**

Rapid Response (RR) activities are provided to support the DW transition to new employment as quickly as possible, following either a permanent closure or mass layoff. The SBWIB Rapid Response Team provides these services. The selected contractor will be required to assist the SBWIB Rapid Response Team in providing rapid response services.

Dislocated workers must compete in an already challenged labor market. Any service that provides these workers with job seeking skills, placement assistance or occupation skills will be clear benefit to the worker as well as the community workforce. The Rapid Response service community business and worker incorporated the following strategies:

- Provide the full range of services through the One-Stop system;
- Continue exemplary best practices such as community displacement involving aerospace and airline workers; medical and health care; and
- Prioritize dislocated workers return to work at comparable wages in as short a time as possible.

*The successful respondents will be required to provide rapid response services and respond on an as need basis (in some cases with limited notification).*

Rapid Response assistance can commence at the site of dislocation as soon as the State has received a Worker Adjustment and Retraining Notification (WARN) notice, a public announcement or other information that a mass dislocation or plant closure is scheduled to take place. It is believed that this early intervention feature for dislocated workers is critical to enabling workers to minimize the duration of unemployment following layoff.

Rapid Response activities are activities necessary to plan and deliver services to enable dislocated workers to transition to new employment as quickly as possible, following either a permanent closure or mass layoff, or a natural or other disaster resulting in a mass job dislocation. Rapid Response activities must include:

- Immediate on-site contact with the employer, representatives of the affected workers, and the local community, which may include an assessment of the layoff plans and schedule of the employer, potential for averting the layoff(s) in consultation with State or local economic development agencies, background and probable assistance needs of the affected worker, reemployment prospects for workers in the local community, and available resources to meet the short and long term assistance needs of the affected workers.
- The provision of information and access to unemployment compensation benefits, comprehensive One-Stop services, and employment and training activities, including information of the National Dislocated Worker Grant programs (NDWG).
- The provision of guidance and/or financial assistance in establishing a labor-management committee voluntarily agreed to by labor and management or a workforce transition committee comprised of representatives of the employer, the affected workers and the local community. The committee may devise and oversee and implementation strategy that responds to the reemployment needs of the workers.
- The provision of emergency assistance adapted to the particular closing, layoff, or disaster.
- The provision of assistance to the local board and chief elected official(s) to develop a coordinated response to the dislocation event and, as needed obtain access to state economic development assistance.

### **Business Services**

The important role of business community is referenced throughout the WIOA. The business community's leadership and direction are critical to the success of the workforce development system envisioned in the WIOA. Business is the foundation of economic growth in any state or region. Both the message and promise of WIOA is that business is a primary customer. For our economy to grow and prosper, a trained, highly skilled workforce becomes more critical to the success of business. It is essential that a delivery system be established that facilitates the connection between local businesses and their prospective employees. The selected contractor is expected to become a part of the South Bay Business Resource Network.

### **Special Projects**

From time to time the SBWIB will be presented with opportunities that will result in special projects and additional DW funds. When this occurs, the contractor will work with the SBWIB to determine additional services, expenditures and as necessary the staff to participate in the special project. Upon successful awards, the contractor may receive additional funding and service goals—these awards are managed separately from the initial DW contract and terms.



- Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA;

**Individual Career Services** are available if it's determined to be appropriate in order for an individual to obtain or retain employment through the adult and dislocated worker programs of Title I of WIOA and may be accessed through the comprehensive one-stop career center and its affiliates. These services will be coordinated with other agencies and programs when possible:

- Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated worker; Section 134 (c) (2) and (c) (3) list the required local employment and training activities. To satisfy some of these requirements, the use of assessments is necessary. Ostensibly to avoid duplicate of services, WIOA contains a clause that allows the use of previous assessments from another education or training program. The previous assessments must be determined to be appropriate by the One-Stop Operator (OS) or the One-Stop Partner (OSP) and must have been completed within the previous six months;
- Development of individual employment plans
- Group counseling
- Individual counseling and Career Planning
- Case management services
- Short-term vocational services

**Follow-up Services** must be provided as appropriate for participants who are placed in unsubsidized employment, for up to 12 months after the first day of employment. Counseling about the workplace is an appropriate type of follow-up service. Follow-up services do not extend the date of exit in 30-day performance reporting.

**Training Services** are also available through the dislocated worker/ adult program of Title I WIOA and may be accessed through One-Stop Career Centers and its affiliate. These services will be coordinates with other agencies and programs when possible:

- Occupational skills training, including training for nontraditional employment;
- On-the-Job Training (OJT), including registered apprenticeship;
- Programs that combine workplace training with related instruction, which may include cooperative education programs;
- Training programs operated by the private sector;
- Incumbent worker training in accordance with WIOA §134 (d) (4);
- Skills upgrading and retraining;
- Entrepreneurial training;
- Job readiness training provided in combination with other training described above;
- Adult education and literary activities, including activities of English language acquisition and integrated education and training programs in combination with other training services described above; and



- Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

**Supportive Services** are intended to enable an individual to participate in program activities and to secure and retain employment. Examples include assistance with local transportation costs; childcare and dependent care costs; housing and food; and relocation and out-of-area job search expenses.

**Retention/Follow-up Services** are required and include post-employment job retention services that may include supportive services, counseling and training, as allowable under WIOA. These services are expected to assist customer in maintaining and succeeding in their jobs, as well moving up in wage to achieve self-sufficiency.

**Transition Services** are part of the proposal, and in the event of a transition of service provider, the respondent must include a transition plan to take over the provision of these services from the incumbent, including a smooth transition of personnel, case files, reporting, etc.

**Performance Expectation**

The expectation for participants served is that they find employment, keep employment and advance in employment in order to become self-sufficient. Specific performance goals are set by the Department of Labor, State of California, and the Workforce Investment Board annually. Local performance measures may be established as deemed appropriate by the Workforce Investment Board. The selected respondent(s) will be held accountable for achieving all measures and targets.

All WIOA performance is managed, tracked and reported to the State and Department of Labor through the SBWIB I-Train and the California Cal JOBS Information Systems. Successful respondents will receive training on the use of these information systems. Successful respondents will be contractually required to input data on served individuals and will be responsible for the accuracy of this data.

**All service providers** must meet or exceed performance standards for the Department of Labor measures, State of California and the SBWIA.

**PROPOSED WIOA PERFORMANCE MEASURES  
PY 22 and PY 23**

	<b>Adults</b>	<b>Dislocated Workers</b>	<b>Youth</b>
<b>Employment Rate 2nd Quarter After Exit</b>	66.0%	73.0%	70.0%
<b>Employment Rate 4th Quarter After Exit</b>	64.0%	71.5%	72.0%
<b>Median Earnings</b>	\$8,100	\$12,000	\$4,000
<b>Credential Attainment</b>	67.0%	73.0%	62.0%
<b>Measurable Skill Gains</b>	57.5%	69.0%	69.0%

It is expected that, at a minimum, the successful respondent(s) will agree to meet and or exceed the SBWIB negotiated performance levels for each of the standards requires by the State of California and the U.S. Department of Labor. Until the State of California and SBWIB finalize the above goal's and negotiate percentage levels by program year(s), the expectation is that individuals served with WIOA funds and through this solicitation will also increase their skills, find jobs, keep jobs and advance in jobs.

Additionally, the SBWIB is interested in an additional measure to track performance outcomes. Therefore, it is anticipated that the selected respondent(s) may be required to track customer and or business satisfaction levels. *Performance Measures are subject to change in accordance with the Department of Labor, State of California, and the Workforce Investment Board.*

## **SECTION VII GENERAL PREPARATION GUIDELINES**

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The proposal shall be submitted in the format described below. **The narrative shall not exceed twenty-five (25) pages.** Letters of supports will not be accepted.

### **1. Format Requirements**

- Proposal must be signed in color (*blue preferred*) and submitted electronically to: [jmunoz@sbwib.org](mailto:jmunoz@sbwib.org)
- Typed 12-point font size, Times New Roman or Arial
- Single-spaced, Single-sided
- 8 ½ " X 11" paper
- Pages numbered sequentially, with the exception of the Cover Page
- Use and attach the forms provided where applicable

All attachments must be provided, and forms must be completed as indicated. If any form or part therefore is not applicable, the form should be included in the proposal with notation to that effect. The failure to fully complete or include all required forms and or other required information will render the proposal non-responsive, and it will be removed from further review and consideration.

### **2. Cost Incurred by Respondents:**

All costs associated with proposal preparation will be borne by the respondent. The SBIWB will not, in any event, be liable for any pre-contractual expenses incurred by respondents in the preparation and/or submission of the proposals. Proposals will not include any such expenses as a part of the proposed.

### **Procedures for Submission of Proposal**

#### **Order of Submission:**

Proposal must be submitted in the following order:

1. Request for Proposal Cover Page (Attachment A)
2. Proposal Narrative (maximum 25 pages)
3. Agency Organization Chart (See Proposal Narrative- Organizational Capacity)
4. Budget Forms and Narrative (Attachment B)
5. Budget Summary (Attachment B-1)
6. Copy of Most Recent Agency Audit/Financial Statement

## 7. Certifications & Assurance (Attachment C & H)

- C Certification Regarding Lobbying
- D-1 Debarment and Suspension Certification
- D-2 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction
- E Certification Regarding Drug-Free Workplace Act Requirements
- F Certification Regarding Compliance with the Americans with Disabilities Act
- G Non-Discrimination Assurance
- H Non-Collision Assurance

**Submission:** Submission of a proposal does not guarantee that the proposal will be funded. Respondents seeking funding must submit a complete proposal package. All questions must be answered, and all forms must be completed in order to be considered for funding. If the question is not applicable, state “not applicable” and briefly explain why you think it does not apply.

**Deadline for Submission of Proposals:** The deadline for submission of proposals is no later than **Monday, May 20, 2024 at 12:00 pm (PST)**. No exceptions to the submission conditions set forth in this proposal will be granted. Overnight and hand deliveries must meet the same deadline for submission. Proposals that do not meet the conditions set forth in this notice will not be considered. **Facsimile (FAX) submissions will not be accepted.** Proposals received after that time and date will be rejected.

**Proposal Cover Page:** A proposal cover page is to be used in the submission of all proposals and is included in this package; The Proposal Cover Page must be completed in full and signed by an officer authorizer to bind the respondent to all commitments made in the proposal.

SBWIB’s staff will not organize or otherwise change any proposal submitted in response to this solicitation. Proposals accepted as responsive will be reviewed only as originally submitted by the deadline. Upon receipt by the SBWIB any and all proposal will become the property of SBWIB.

### **The proposal must be e-mailed to:**

South Bay Workforce Investment Board  
Attn: Justina Munoz, Procurement Manager  
[jmunoz@sbwib.org](mailto:jmunoz@sbwib.org)

**Late Proposals:** A proposal received after the deadline stated above will be deemed non-responsive. In which cases, it will not be considered and will be returned to the respondent without review. The SBWIB reserves the right to determine the timeliness of all proposal submissions.

## **SECTION VIII PROPOSAL NARRATIVE**

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Please respond to the questions provided below. The Narrative responses should be separated by the subject title, i.e. Organizational Experience and Demonstrated Performance, Organizational Capacity, Program Design and Budget Design and Budget Forms and Narrative. The proposal Narrative is limited to 25 pages, not including attachments (if requested and stated herein). Any information contained on pages exceeding the limit will not be considered for evaluation.

### **Organizational Experience and Demonstrated Performance – (5 Page Maximum)**

- Provide the number of years your organization has been in operation, the type and scope of services offered by your organization and a description of how this proposal will connect to your agency's mission and organizational goals.
- Describe your current and past experience with the dislocated worker's population and rapid response & layoff aversion activities, including number (minimum of three years' experience within the last five years).
- Describe the specific responsibilities of relevant program staff as it related to Dislocated Worker Program services. Include job title, job descriptions and professional qualifications of personnel who will be delivering services. This must include a time study of the percentage of time that will be allocated to this program for each staff.
- Explain your organization's administrative and management structure and background.
- Describe how your organization meets or exceeded Dislocated Worker, Additional Assistance or Emergency funded projects and other National Dislocated Worker Grant (NDWG) performance measurements.
- Indicate how your prior or current record of performance related to the scope of service within your current design.

### **Organizational Capacity – (5-page maximum)**

- Provide a program organizational chart(s) that illustrates the structure of the staff to be used in support of the proposed programs. The chart(s) should clearly display the number of staff planned for each program along with position titles. Include vacant positions.
- Indicate how long it will take to implement the proposed services from notification of selection.

### **Program Design – (10-page maximum)**

- Describe in detail your outreach, marketing and recruitment efforts for dislocated workers.
- Describe the eligibility, assessment, case management, and counseling services that will be provided to dislocated workers.
- Describe the **Career services (basic and individualized)**, training, and follow-up services to be provided to the dislocated worker. Include a description of the process for an individual to move through each of these tiers of service. Also describe the process that will be used to determine which participants receive training services and which receive only **basic**.
- Describe how your programs and services provide on ramps and or gateways to local and regional sector pathways program that are linked to high growth and demand occupations in new and emerging industries.
- Demonstrate knowledge of performance requirements for the dislocated worker program by describing how the program will meet or exceed each of the applicable performance standards including the forthcoming common measure.
- Describe how customer feedback will be collected and used to make continuous program improvements.
- Describe how your program will integrate with Rapid Response and Layoff Aversion services and transition Rapid Response customers to Workforce services. Include your strategy and experience in working with labor organizations.
- Describe how Rapid Response services will be provided to customers in the event of a facility closure or large dislocation and how you will coordinate with the SBWIB Rapid Response Coordinator.
- Describe your organization's relationship with business including aerospace companies within the SBWDA.

### **Budget Forms and Narrative – (5 Page maximum)**

- Describe your organization's financial accounting system and attach three (3) copies of your organization's most recent audit/financial statement.
- **Complete the Firm Fixed Price for Fixed Priced Contracts - Attachment B.**
- Complete and attach the Budget Detail (**Attachment B-1**) and describe how the proposed costs are necessary and reasonable in terms of benefits to the participants.
- Provide a budget narrative that justifies each proposed expense in terms of it being necessary, allowable and reasonable for the delivery of the proposed services.
- List all proposed staff position to be paid through the contract that may be awarded. Indicate the percent of the time for each staff position that will be allocated to the proposed services. If shared costs exist in your proposal, give an assurance that the percentage of time allocated to the proposed program is sufficient and will be maintained throughout the entire program year.
- If a private for profit organization, describe how the profit was determined based on consideration of the following: (1) complexity of work; (2) risk borne by contractor; (3) contractor's investment and (4) quality of past performance.
- Justify your cost per client and explain your methodology.
- Describe how your organization would repay any disallowed costs identified with non-federal funds.

## SECTION IX

## SELECTION AND EVALUATION CRITERIA

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The following description of the selection proposal review is a general description. Not all elements must be performed on all proposals received and the order of the process may be varied at the discretion of the SBWIB reviewing staff, the One-Stop Policy Committee or the SBWIB.

SBWIB staff will screen proposals for responsiveness. Non-responsive proposals will not be given further consideration. To be responsive, a proposal must be:

- a. Submitted on time;
- b. Meet all submission requirements, e.g., quantity, signatures, etc.
- c. Includes all required forms, signed certifications, and other material fully completed in accordance with the instructions.

Upon finding that a proposal is responsive, the SBWIB review forms, certifications and other documentations; may check reference; may conduct onsite investigations; and perform other verification activities.

All responsive proposals are reviewed and scored by the SBWIB Review/Evaluation team, designated by the SBWIB Executive Director. Proposals will be read and scored by the same reviewers. Each reviewer will evaluate the proposal for acceptability and assign a numerical score. Scores from each reviewer for all proposals will then be totaled and averaged. A maximum of 100 points may be awarded to any single proposal. The recommendations of the Review/Evaluation team will then be forwarded to the One-Stop Policy Committee or Executive Committee (as scheduled).

As applicable, the One-Stop Policy will review the recommendations of the SBWIB Review/Evaluation team. The committee may accept, modify, or reject the evaluation team's recommendations, or return the matter to the SBWIB staff for further investigation or negotiation. Recommendations will be forwarded to the SBWIB, Executive Committee. The SBWIB Executive Committee will make the final recommendations for ratification on behalf of the full SBWIB.

### **Proposal Evaluation and Scoring Criteria**

Each proposal submitted for consideration will be evaluated and scored on its own merit. The emphasis in the evaluation is on clarity, relevance, and strict compliance to the RFP requirements. The proposal rating criteria fall into three main areas:

1. **Organizational Experience and Demonstrated Performance (20 points)**: Past performance and demonstrated ability to perform will be evaluated. The respondent's experience and performance history will be verified for each proposal. Qualifications of the respondent's staff and management capabilities will be evaluated. The respondent's ability to work cooperatively with companies in the SBWIA will be strongly weighted in the evaluation process.
2. **Organizational (20 points)**: **Ability to implement program service by July 1, 2024**, with adequate resources staff, facilities, career/case managers, job developers, etc.
3. **Program Design (40 points)**: The respondent will be evaluated on the overall program design and quality. The program will be evaluated on its ability to provide services of this RFP and to meet or exceed the SBWIB's performance standards.

4. **Budget Forms and Narrative (20 points)**: The respondent's financial ability will also be evaluated. Such financial evaluation will require submission of the most recent audit.

As part of the selection process, the SBWIB reserves the right to establish additional consideration or criteria for funding, as deemed necessary. Such considerations may be addressed through final contract negotiation.

#### **Cost and Price Analysis**

All proposals will be evaluated on the basis of obtaining the most cost-effective price possible while achieving the highest quality service delivery. To accomplish this, the SBWIB's staff shall conduct a cost and price analysis on proposed costs during the review process. Organizations are encouraged to submit their best offer for providing their services solicited and to thoroughly describe and justify the costs.

The cost and price shall be conducted to ensure that the proposed costs are necessary, fair, and reasonable; to determine if the proposed costs are allowable and allocable; to determine if there is a duplication of costs with other programs, to ensure that the costs are directly associated with carrying out only proposed services; and to ensure that the proposed costs will benefit the program.

#### **Slate of Providers**

As applicable, the SBWIB One-Stop Policy Committee or Executive Committee may recommend additional providers who were not selected for funding, but who submitted applications that met all of the submission requirements and were among the top three (3) highest scored applications. The recommended providers will be added to a "Slate of Providers" list from which the SBWIB, Inc. may select in the case of failure by the selected respondents to enter into an Agreement with the SBWIB, Inc. or default on an Agreement entered into with the SBWIB for delivery of services under this RFP.

The listing on the Slate of Providers is not a commitment by the SBWIB or any of the One Stops to utilize the services of the service provider. The Service provider agrees that it will honor its commitment stated in SBWIB selected proposal so long as it is listed on the Slate. The SBWIB approved proposal is the final proposal submitted by the service provider and is the best and final offer.

The service provider may, by written notice to the SBWIB, remove itself from the Slate. Such written notice shall contain the effective date of the removal and a statement as to the reason for removal. A party authorized to commit the Service provider shall sign the notice. Once voluntarily withdrawn from Slate, the Service provider cannot be placed on the Slate again except through selection by the WIB in response to a new solicitation.

The SBWIB reserves the right to remove a Service provider from the Slate at any time when it deems such action to be in the best interest of the SBWIB.

## **SECTION X PUBLISH INTENT TO AWARD**

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Publish intent to award is anticipated to be published on Thursday, June 20, 2024, at 1:00 p.m.

## SECTION XI

## PROTEST/APPEAL AND GRIEVANCE PROCEDURES TO RESOLVE PROCUREMENTS DISPUTES

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If any entity had submitted a proposal and is not recommended for funding during the review process, the entity may protest/appeal the recommendation to the SBWIB Executive Committee. The protest/appeal may not dispute the particular score received by the petitioning entity, or the score assigned to a competing entity. The score given by the rating panel are final and not subject to question by an appealing entity. An appealing entity may protest/appeal the recommendations of the evaluators if it can show that any substantial portion of the SBWIB-approved RFP process has not been followed.

The written protest/appeal must be delivered to the SBWIB, Executive Director, 11539 Hawthorne Blvd., 5<sup>th</sup> Floor, Hawthorne, CA, by **Tuesday, June 18, 2024 at 1:00 p.m.** Protests/appeals received after the established time frame will not be accepted. Only protests/appeals, which cite specific sections (s) of RFP that have been violated, will be considered. Once reviewed by the SBWIB Executive Director for merit, the protest/appeal will be elevated to the SBWIB Executive Committee, which will meet or teleconference on or before **Wednesday, June 19, 2024.** The SBWIB Executive Committee shall resolve any protest based upon written protest and any oral or written response thereto provided by staff. Any SBWIB Executive Committee resolution shall be made prior to any funding determination under this RFP. The decision made by the SBWIB Executive Committee, as to which proposal(s) are funded, will be final.

## SECTION XII

## CONTRACTING REQUIREMENTS/PROVISIONS

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The successful respondent shall comply with all applicable Federal, State and local laws. In order to contract for funds awarded under this RFP, the Service Provider must:

1. Be legally capable of entering into a contract and be able to provide proof of the ability to administer the terms and conditions of this RFP (i.e. previous experience administering related service programs).
2. Comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA).
3. Lobbyist Ordinance Compliance Certification-Each person, firm or applicant submitting a response to these RFP creativities that no lobbying activities will be carried out using funds provided by this grant.
4. Certify as a Drug-Free Workplace if awarded the contract, the successful applicant shall warrant and certify it will comply with the California Drug-Free Workplace act of 1990 (Cal.Gov.Code §8350 et.seq.) as amended, including provision of the requisite certification as set forth therein.
5. Compliance with Law and Workforce Investment Act (WIOA) Public Law 105-220, as amended and all applicable sections.
6. Compliance with the Occupational Safety and Health Act
7. Compliance with local Insurance Requirements.
8. Abide by California Arbitration Law.



### **Insurance Requirements**

Must be able to provide, at minimum, General Liability Insurance in the amount of \$1,000,000 combines single limit; Automobile Liability Insurance in the amount \$1,000,000 combined single limit; proof of Workers Compensation insurance for all employees. **Upon entering into an agreement the selected respondent must provide a certificate for each of the required insurance naming the City of Inglewood/SBWIB, Inc. it's employees, officers, and agents are additionally insured in relation to the insured's nature of business.**

***Notice of Cancellation*** must ensure that each insurance policy shall be endorsed to state that the coverage shall not be suspended, voided, or canceled without 30 days prior written notice to the SBWIB.

### **Contract Costs**

All costs that are approved in a contract must be reasonable and necessary to carry out the planned functions. The costs must be allowable and allocable to the proper grants and cost categories.

### **Contract Type**

The successful respondent will be offered a firm fixed service or cost reimbursement as negotiated. The successful respondent will be a contractor of the SBWIB, Inc. The contractor chosen will be reimbursed within thirty (30) days following receipt and approval of each monthly invoice or within the course of ordinary SBWIB, Inc. business, whichever occurs first. As approved, the contract may contain a provision for earned profit if the entity selected is a for profit organization (a risk assessment may be required).

### **Contract Renewal**

The contract that results from this RFP may have a provision for renewal. The terms and lengths of any renewal will be established by SBWIB, Inc. and will be included in the contract provisions. Each renewal must be for not more than one year a maximum. Renewal will be contingent upon the contractors' documented and verified established performance. The initial negotiated contract is anticipated to commence on July 1, 2024, and end on June 30, 2025. Subsequent contract years will run twelve months, July 1 to June 30 each year for a period up to three (3) years but not more than five (5) years. The SBWIB reserves the right to re-negotiate the terms and conditions of a contract extension / renewal for bona fide reasons including, but limited to, changes in funding levels, contractor's performance, economic conditions or workforce characteristics and adjustment in program designs dictated by program evaluations by the SBWIB, state and/or federal regulatory requirements.

### **Transitioning**

The contractor will be required to continue to provide services to customers receiving services from the previous contractor. The new contractor must assure that the original plan of services for the customer will be followed with no interruptions in service to the customer. Costs for these "transitioned" or "inherited" customers must be factored into the costs that are included in the budgets for this proposal.

### **Early Terminations**

The contract that results from this RFP will have provisions for termination of the contract for failure to satisfactorily perform the tasks that are required. The contract that results from this RFP may also have provisions which allow the contract parties to cancel the contract at any time by providing advance notice to other contract parties. The contract will also provide for termination of

the contract for lack of funds.

### **Modification**

The contract will have a provision for modifying the contract. Modifications may be necessary to incorporate changes required by Federal or State laws and policies. Modifications may be necessary to increase or decrease funds to the Contractor if funds become available in response to National Dislocated Worker or Emergency Grants, Additional Assistance 25% Special Projects, or other sources. Additional modifications may be necessary to increase or decrease funds when circumstances were not known or foreseeable at the time of procurement and which require re-negotiation of the contract.

### **Recruitment of Participants**

The contract will have a provision concerning the recruitment of participants. The Contractor will be responsible for recruitment of participants in sufficient numbers and types so that a sufficient level of local WIOA expenditures can be maintained. The contract will explain that if a sufficient number of participants are not recruited and enrolled, the contract funding levels may be negotiated to adjust staffing levels funded through the contract.

### **Contract Administration**

The contract that results from this RFP will have certain requirements for contract administration. The contractor will be required to comply with appropriate Uniform Guidance and Administrative Requirements such as but not limited to OMB Circulars, State of California policy guidance, and applicable local guidance from the SBWIB. The respondent must have the technical competence and expertise in management and administration to properly administer the contract.

SOUTH BAY WORKFORCE INVESTMENT BOARD (SBWIB)  
REQUEST FOR PROPOSAL COVER PAGE

<b>NAME OF FIRM, ENTITY, ORGANIZATION</b>		
<b>Contact Name</b>		
<b>Title of Contact Person</b>		
<b>Mailing Address</b>		
<b>Physical Address (if different)</b>		
<b>Phone Number</b>		
<b>Fax Number</b>		
<b>E-mail</b>		
<b>Organization Type and Legal Status of Organization: (Private non-profit, private for profit, community based organization, public agency, etc.):</b>		
<b>Identification Number: Federal Employer ID# (FEIN)</b>		
<b>Indicate each category of services you are applying and qualified to provide:</b>		
<input type="checkbox"/>	<b>Dislocated Worker Services</b>	<input type="checkbox"/>
<input type="checkbox"/>	<b>Rapid Response Services</b>	<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
<b>TOTAL FUNDING REQUESTED</b>		\$
<b>Planned Number of NEW Dislocated Worker (DW) clients to be Serviced:</b>		
<b>Planned Cost per NEW DW Client (WIOA Title I):</b> (divide the number of new clients into the total funds requested):		\$

**CERTIFICATIONS**

I, (We), the undersigned, as the duly-authorized representative(s) of the respondent agency, affirm that the information and statements contained within this proposal, to the best of my (our) knowledge, are truthful and accurate, and further, that (I) am (we) are duly authorized to submit this proposal from the respondent agency to deliver said services.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title of Authorized Representative

**ATTACHMENT B**

**BUDGET FORM  
FOR FIRM FIXED PRICE CONTRACTS**

<b>Planned Number of NEW Dislocated Worker (DW) clients to be enrolled / served in PY 2024-2025:</b>	<b>#</b>
<b>Planned Cost per NEW DW Client (WIOA Title I):</b>	<b>\$</b>
<b>Proposed Payment Points – percentage of payment is based upon outcome. Payment points and percentages may be negotiable.</b>	
<b>Example</b>	
<b>20 % at Enrollment</b>	<b>\$</b>
<b>25% upon Completion</b>	<b>\$</b>
<b>35% upon Placement*</b>	<b>\$</b>
<b>10% upon 1<sup>st</sup> Quarter Retention</b>	<b>\$</b>
<b>Total (equal to planned cost per client)</b>	<b>\$</b>
<b>*Project Placement Rate</b>	<b>%</b>
<b>Notes:</b> 1-Profit should be included in the cost per participant. Profit is limited to 10%. 2-Do not include training costs-training is paid by the SBWIB and budgets are awarded separately based upon SBWIB allocations.	

**BUDGET SUMMARY**  
**FOR COST REIMBURSEMENT / FIRM FIXED PRICE CONTRACTS**  
**(REFER TO EXCEL FORMATS)**

**CERTIFICATION & ASSURANCE**

**CERTIFICATION REGARDING LOBBYING**  
**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS**  
**AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subrecipients at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly
4. This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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**Signature**

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**Date**

---

**Print Name & Title of Authorized Representative**

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**Organization**

**DEBARMENT AND SUSPENSION CERTIFICATION**Instructing for completing Certification Form

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds (referred to as the "Bidder" throughout) is providing the certification as set out below.
2. The certification in this clause is a material representative of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government, the U.S. Department of Labor (DOL), the State of California, SBWIA, SBWIB, or any of the Operating Cities may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of charged circumstance.
4. The terms "covered transaction", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "Proposal" and "voluntarily excluded", as used in this section, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in his covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determined the eligibility of its principals. Each participant may but it is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be constructed to require establishment of a system of records in order to render in good faith the certification required by this clause.
9. The knowledge and information of a participant is not required to exceed which a prudent person in the ordinary course of business dealings normally possesses.



**ATTACHMENT D-1 (Cont.)**

10. Except for transaction authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participant in this transaction, in addition to other remedies available, the DOL may peruse available remedies, including suspension and/or debarment.

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**Signature**

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**Date**

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**Print Name & Title of Authorized Representative**

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**Organization**

**CERTIFICATION REGARDING**  
**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**  
**LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510 Participants responsibilities. The regulations were published were published as Part VII of the Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)**

1. The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it or its principal are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this proposal.

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**Signature**

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**Date**

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**Print Name & Title of Authorized Representative**

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**Organization**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE ACT REQUIREMENTS**

The undersigned certifies that it will or will continue to provide a drug-free workplace by:

- (A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (B) Establishing an ongoing drug-free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The subrecipient's policy of maintaining a drug-free workplace;
  - (3) Any available counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (C) Making it a requirement that each employee to be engaged in the performance of any subgrant be given a copy of the statement required by paragraph (A);
- (D) Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the subgrant, the employee will:
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer, in writing, of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- (E) Notifying the South Bay Workforce Investment Board (hereinafter referred to as the SBWIB), in writing, within ten (10) calendar days after receiving notice under paragraph (D)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every sub-grant officer or other designee on whose sub-grant activity the convicted employee was working, unless the SBWIB has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected sub-grant;
- (F) Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (5)(b), with respect to any employee who is so convicted:
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.
- (G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E).

**ATTACHMENT E (Cont.)**

The sub-recipient may insert in the space provided below the site(s) for the performance of work done in connection with the specific sub-grant:

Place of Performance (Street address, city, county, state, zip code)

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Check if there are workplaces on file that are not identified here.

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**Signature**

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**Date**

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**Print Name & Title of Authorized Representative**

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**Organization**

**CERTIFICATION REGARDING COMPLIANCE WITH  
THE AMERICANS WITH DISABILITIES ACT**

The undersigned certifies, that to the best of his/her knowledge and belief, that:

1. The Contractor is in compliance with and will continue to comply with the Americans with Disabilities Act 42U.S.C. 12101 et seq., and its implementing regulations.
2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act.
3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with disability.
4. The Contractor will require that the language of this certification be included in the award documents for all sub awards at the tiers (including subcontractors, subgrants, and contacts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
5. This certification is a material representation of fact which reliance was placed when the parties entered into his/her transaction.

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**Signature**

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**Date**

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**Print Name & Title of Authorized Representative**

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**Organization**

**NON-DISCRMINATION ASSURANCE**

During the performance of this agreement, the Contractor agrees as follows:

- 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex. The Contractor will take affirmative action to assure that applicants are employed, and that employees are treated during their employment, without regard to their race, religions creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex. Such affirmative action shall be designed to insure against discrimination in the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship or any other change or proposed change in employment conditions.
- 2. The Contractor will cause the forgoing to be inserted in all subcontractors for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the forgoing provisions shall not apply to contracts or subcontractors for standards commercial supplies or raw materials.

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**Signature**

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**Date**

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**Print Name & Title of Authorized Representative**

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**Organization**

**SOUTH BAY WORKFORCE INVESTMENT BOARD  
NON-COLLUSION ASSURANCE**

***To be executed by respondent and submitted with RFP:***

I, \_\_\_\_\_, am, the  
\_\_\_\_\_  
(Position/Title)  
\_\_\_\_\_  
(Company)

The party making the foregoing RFP certifies that the RFP is not made in the interest, or behalf of, any undisclosed person, partnership, company, association, organization; that the RFP is genuine and not collusive or sham; that the respondent has not directly or indirectly solicited any other respondent to put in a false or sham RFP, and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent has not in any, manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the respondent or any other respondent, or to fix any overhead, profit, or cost element of the bid price, or of that of any other respondent, 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 RFP are true; and further, that the respondent has not directly or indirectly, submitted his or her bid 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, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

\_\_\_\_\_  
**Signature**

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

\_\_\_\_\_  
**Print Name & Title of Authorized Representative**

\_\_\_\_\_  
**Organization**