

SOUTH BAY WORKFORCE INVESTMENT BOARD (SBWIB)

A Workforce Development Board
11539 Hawthorne Blvd., 5th Floor
Hawthorne, CA 90250



Request for Proposal (RFP)

SOUTH BAY REGIONAL BROADBAND, FIBER OPTIC MASTER PLAN

Release Date:	MAY 18, 2016
Deadline for Submission:	JUNE 1, 2016
Teleconference for Respondents	MAY 24, 2016 From 1:00 PM – 2:00 PM (PST) Call in: Dial (872)240-3412 Access Code: 524-389-861
For More Information: Chris Cagle, Regional Affairs Manager ccagle@sbwib.org (310) 970-7700	

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Request for Proposal (RFP)

SOUTH BAY REGIONAL BROADBAND, FIBER OPTIC MASTER PLAN

The South Bay Workforce Investment Board, Inc. is seeking competitive proposals from qualified firms to provide a **regional broadband fiber optic master plan for the South Bay area. The project budget may not exceed \$100,000.**

The deadline for receipt of this Request for Proposal is **Wednesday, June 1, 2016 at 5:00 pm (PST)**. We apologize for the short timeframe, our review process requires this RFP be complete in June. All proposals must be sent via electronic delivery (PDF), mailed or hand-delivered by this deadline. If sent via electronic delivery, hard copies must follow to the following location:

Important Addresses:

RFP submission mailing address:

South Bay Workforce Investment Board
A Workforce Development Board
Attn: Chris Cagle
11539 Hawthorne Blvd., 5th Floor
Hawthorne, CA 90250

RFP Submission, clarification or questions via electronic mail address:

ccagle@sbwib.org

ANY RFP RECEIVED AFTER THIS DATE AND TIME ABOVE WILL NOT BE CONSIDERED.

TIMELINE

The deadline for submission and other important dates are indicated as follows:

Release of Solicitation:	MAY 18, 2016
Respondent's Teleconference Q&A; all interested parties are requested to participate.	MAY 24, 2016; 1:00-2:00 pm (PST) Call in: (872) 240-3412 / Access Code: 524-389-861
Submission Deadline for Response:	June 1, 2016 by 5:00 PM
Proposal Review	June 2, 2016 and June 3, 2016
Interviews if required	June 6, 2016 – those firms to be invited to interviews will not be notified until the end of the day on June 3.
Recommendations of raters to SBWIB Executive Committee	June 7, 2016
SBWIB Executive Committee Review	June 8, 2016
Publish Intent to Award	Upon Approval
Contracting & Negotiations	Upon Approval
Notice to proceed	On or before June 30, 2016

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SECTION I – BACKGROUND INFORMATION

Background

The South Bay Workforce Investment Board (SBWIB) is comprised of 56 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 Development Area (SBWDA) located in Southwest Los Angeles County, California.

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 in federal, state and county contracts under the oversight of the South Bay 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 30,000 residents annually.

Organization Structure

The South Bay Workforce Development Area (SBWDA), 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 SBWDA 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.

SECTION II – PROJECT OVERVIEW

The South Bay Workforce Investment Board (SBWIB) and the South Bay Cities Council of Governments (SBCCOG), is seeking a consultant to develop a master plan for a high bandwidth backbone network. The backbone will tie together the various wide area networks found in the 15 incorporated cities of the Los Angeles South Bay sub-region.

The goal is to develop 21st Century infrastructure throughout the sub-region that will support, attract retain businesses and avoid layoffs through the adoption of a broadband network; and, to provide a broadband platform for key institutions to modernize business practices and make public and private sector service delivery more cost-effective through a wide range of broadband applications. Access to broadband internet service is as vital today as streets, water, and sewer infrastructure – it is a 21st Century Utility. Broadband connectivity enhances a community’s economic development potential by attracting new “advanced” businesses and providing existing businesses the tools they need to expand.

Purpose of RFP

The purpose for this Request for Proposal (RFP) is to solicit competitive and qualified proposals to provide a regional broadband fiber optic master plan for the Southwest Los Angeles South Bay area in California.

This broadband master plan will identify pockets within the South Bay that lack sufficient broadband infrastructure and will assess what upgrades are needed to ensure our key institutions and businesses can remain competitive. Broadband capacity is a crucial driver of job creation and economic growth. This infrastructure is critical to retaining the high tech and aerospace companies that are so important to our economy and the region. The SBWIB, Inc. considers a strong broadband infrastructure important to business retention and layoff aversion.

The broadband master plan should address the present and future bandwidth needs of key institutions and industry and identify potential cost savings and revenue opportunities.

The final product should position the backbone network initiative for implementation as it will be used to attract public funding and/or private partners.

Items to be included in the final product:

1. Educational information and data for the cities to set their goals and objectives to facilitate the design and deployment of a Fiber Optic Network either individually or collectively;
2. Research and evaluation of the current supply of broadband communication assets, products and services in the cities of the South Bay;
3. An inventory and assessment of existing City-owned assets and infrastructure required to support deployment of a fiber network;
4. Definition and evaluation of potential fiber optic network routes and requirements;
5. Impacts of a fiber network on City right-of-way, City-owned conduit, streetlight poles, traffic lights, existing fiber system and other real property;

6. A review of services and technologies that could be offered on the fiber optic network;
7. A review and analysis of governance models to build and operate as a regional system; these will include models for cities to “phase in” the implementation of a broadband network.
8. A review, analysis and recommendations regarding the feasibility, costs and financing for the building of a fiber optic network and the best business model to achieve the goals; and
9. Master Plan document, which shall include a phased implementation plan.

Project Boundary Area

The project area will include 15 incorporated cities within the Southwest area of Los Angeles County called the South Bay. The cities to be included in the study are the following:

CITY	Population
Carson	93,212
El Segundo	16,923
Gardena	59,956
Hawthorne	88,130
Hermosa Beach	19,921
Inglewood	113,688
Lawndale	33,488
Lomita	20,545
Manhattan Beach	35,836
Palos Verdes Estates	13,438
Rancho Palos Verdes	41,643
Redondo Beach	68,255
Rolling Hills	8,067
Rolling Hills Estates	1,860
Torrance	147,988

SECTION III – SCOPE OF WORK

The SBWIB will engage a highly-qualified and experienced consulting firm to prepare a detailed document to provide information on broadband feasibility and to inform the planning and implementation of a fiber optic network. The following outlines the core tasks of the scope of work. Each Task should culminate in a separate Technical Memorandum. These memoranda shall be provided at the culmination of each task for review and the final drafts will be combined to form the Master Plan at the end of the project.

Proposers are encouraged to demonstrate not only their knowledge, but also their creativity when describing their ability to perform the requested goals and objectives of this project.

A memorandum should summarize the work and findings associated with each Task.

Task 1 - Kick-Off Meeting & Project Management Plan

The objective of this task is to meet with a Project Oversight Committee (POC) consisting of representatives from the SBWIB, SBCCOG, City staff and other stakeholders to discuss project goals, objectives and key milestones. The POC will serve to guide and inform the consultant, as necessary, regarding the Tasks associated with this RFP.

The consultant shall schedule a kick-off meeting to be held at the SBCCOG office. The consultant shall prepare and transmit a draft Project Management Plan (PMP) prior to the meeting. The PMP will include a schedule for all tasks and identify deliverables and progress reporting dates. The consultant shall receive feedback on the draft PMP and the project schedule will be approved by the Project Oversight Committee.

Task 2 - Inventory of Existing Systems, Service Availability

The objective of this task is to review assets, infrastructure, data and information required for the 15 South Bay cities and key institutions, including those in the education, IT, manufacturing and health care sectors, to facilitate the preparation of a network design, deployment cost model and potential business model for a fiber optic network. This task will involve the research and evaluation of the current supply of broadband communication assets, products, capacity and services in the South Bay. The consultant will work with City Information Technology staff and collect independent information to assess the condition of existing infrastructure. Assets of the business community, large and small, should be included. The Project Oversight Committee may serve as a resource for further information.

The consultant shall produce an inventory and assessment of infrastructure required to support deployment of a fiber optic network. This will include, but not be limited to, maps of current public and private telecommunications broadband infrastructure from available data in the 15 South Bay Cities and any planned expansions and, if relevant, portions of the South Bay sections of the City and County of Los Angeles; underutilized or unused infrastructure shall be included as well as any assessment of operability and/or repair.

For the purposes of this RFP, please describe the assessment products as well as the inventory your firm will produce and the process that will be followed.

Task 3 - Existing uses of commercial network services being used in the South Bay, the current costs of those services, and the applications the services support

Cities and the other stakeholder communities are currently engaged in network applications using some combination of public infrastructure and commercial services. The status quo should be described.

Maps of potential businesses, schools, governments and other locations that have need for broadband service as well as capital projects that cities are planning should be included. Portions of the City and County of Los Angeles in the South Bay should be included as relevant along with any opportunities that they may make possible.

For the purposes of this RFP, please describe the service profile and the process your firm will follow in order to complete the Task.

Task 4 - Current and future network service needs

Task 3 will describe what the stakeholders are now doing with their existing network assets and commercial services. Task 4 should identify desired current uses and applications that are not occurring due to the lack of infrastructure or prohibitive service cost. Conversely, the Consultant will identify the applications that can reasonably be expected within each stakeholder community over the next five years. These will include broadband dependent applications like the potential for wide-scale utilization of telepresence, virtual reality, and the Internet of Things.

An assessment of the current regulatory market and direction in California dealing with broadband networks as they may impact this analysis should be considered.

For the purposes of this RFP, please describe the needs assessment and the process your firm will follow in order to complete the Task.

Task 5 - Conceptual Network Routes and Infrastructure Requirements

Based on the findings of Tasks 2, 3 and 4, the Master Plan will need to specify a number of technical elements associated with network design such as the routes, infrastructure requirements, type of fiber, means of connecting the wide area networks (WANs) to the backbone, requirements related to “open network operations,” means of leveraging existing assets, phasing schedule, and so forth. Options and their related costs will be necessary for each element. Key elements should discuss:

1. Recommendations on routes and locations of fiber infrastructure, equipment and points of connection,
2. How the proposed route(s) will leverage existing connectivity resources and meet the network’s goals and objectives,
3. Key factors needed to create a critical mass of network customers, service providers, and asset owners.
4. Infrastructure and other technical requirements for the network build.

For the purposes of this RFP, please describe or present examples to illustrate how critical conceptual elements of the Network Routes and Infrastructure Requirements will be presented.

Task 6 - Technical Specifications and Cost Estimation

This task should provide recommendations and cost estimates on the type, kind, and location of infrastructure needed to develop a fiber optic network. The consultant shall also:

1. Provide recommendations on the kind and type of telecom and broadband infrastructure needed to support and attract service providers and to support City government and public safety needs and requirements for the 15 South Bay cities, as well as the business community. Coordination with the portions of the City and County of Los Angeles in the South Bay should be included as relevant as well as any opportunities that may be possible working with those jurisdictions.
2. Identify key technical requirements needed to support “open” network operations.
3. Provide recommendations on operations and management of any infrastructure (e.g. telecom conduit, dark fiber, etc.) owned by, each respective, City or operated by a regional Authority.

Task 7 - Governance, Ownership and Management Strategy Analysis

The objective of this task is to analyze various potential service models that will meet the project’s goals. There are a number of different models for financing, owning and managing the backbone network, including a variety of options for private sector participation. Cities and stakeholder communities need to understand their options for wide area network development and ways to connect to the backbone.

The consultant shall recommend the strategies that the sub-region could take collectively or each city could take to move from the current condition to one where South Bay businesses are served by the state of the art digital infrastructure they need to be competitive into the future.

The consultant shall identify, evaluate and recommend:

1. The regional and individual city governance and ownership strategies that provide the appropriate incentives for private sector participation while ensuring that the cities’ interests and needs are well represented for the development of such a network and that significant City input and decision making ability occurs over the long term.
2. Potential policy and legal barriers that would need to be addressed linked to these various strategies.
3. The ongoing private partnership development efforts that might be used.
4. Strategies for helping businesses make the “last mile connection” to the fiber network through third party partnerships or other mechanisms.

The consultant shall incorporate this information, evaluate options and recommend a service model(s) that will best meet the goals of the project.

Task 8 - Business Model and Financial Analysis

Cost estimates for the backbone build-out, maintenance and operations are essential to the decision about how, or even whether, to implement the Master Plan. A pro forma including projections of revenue, expenses, debt costs, capital expenses and build-out costs will be a critical element to the Master Plan.

The consultant's analysis should:

1. Review potential financing structures, and related governance and collateral models, available to each city and/or the region, which may include network ownership vehicles such as joint powers agencies, public/private partnerships, economic development corporations, and others.
2. Discuss financing network build out and operation, maintenance and administration options.
3. Identify legal strategies related to potential project barriers and risks.
4. Provide an analysis of a variety of funding options including, but not limited to, public/private partnerships, federal/state/private grants, general obligations bonds, revenue bonds and others where appropriate.
5. Analyze the advantages and disadvantages of each financing option and the potential impact of the different strategies on the business plan.

Task 9 - Phased Implementation Plan

The objective of this task is to lay out the next steps for a "phased" implementation of the Master Plan including: identifying and prescribing the development of City-wide policies, regulations, procedures, and engineering standards needed to implement the regional or individual city master plans or facilitate the building of broadband infrastructure. The plan should also provide estimates on the cost of each implementation phase.

Task 10 - Master Plan Compilation and Approval Process Support

The objective of this task is aggregate the findings, recommendations and documentation prepared in all previous tasks into a comprehensive Master Plan document. This document shall include:

1. An Executive Summary
2. Final technical memoranda from each previous task
3. Final Recommendations and implementation roadmap
4. Maps and specific location data provided in the Master Plan should be GIS compatible so that construction can be coordinated with other City infrastructure projects.
5. The consultant shall also prepare a PowerPoint presentation and conduct presentations to include the Project Oversight Committee, Economic Development Directors, Public Works Directors and Information Technology Officers, and the SBWIB and SBCCOG Boards of Directors in support of the document's approval. The Consultant shall also attend meetings or teleconferences, if requested, with employees and officials to refine and clarify components of the Master Plan.

Task 11 - Optional

Additional services related to this project may be requested by the SBWIB, Inc. These services, which should be scoped and budgeted for as potential options, include:

1. Assist the Cities in implementing any part of the proposed master plan.
2. Assist the Cities with the development of public and private partnerships needed for successful implementation of these strategies.
3. Identify key anchor tenants for network services.

SECTION IV – PROJECT TIMELINE

1. Contract with SBWIB, Inc. signed by June 30, 2016.
2. Project start date: immediately or as soon as possible after agreement is signed.
3. Project completion and delivery: TBD - contractor to propose a timeline

SECTION V – SUBMITTAL DOCUMENTS

Please provide the following information with submissions:

1. Cover Letter
2. Statement of Qualifications
 - a. Provide documentation demonstrating experience and expertise in similar projects
 - b. Provide a general overview of the services offered by you or your firm, including information on the following: Information on you and/or your company demonstrating your qualifications and capacity to provide the SBWIB, Inc. with the services outlined in Services Solicited and Scope of Work (not to exceed two pages) include years in business.
3. Describe the process your firm will follow in order to complete each Task listed in Section III. Please provide comments for each task.
4. Provide an itemized proposed budget.
5. Provide a project completion timeline.
6. Complete, sign and return attachments A through I
7. Resume(s) for the principal and individual's assigned to the project
8. Evaluation samples – upon request

All responses will become the property of the SBWIB, Inc. Electronic formats available for use.

SECTION VI – STATEMENT OF QUALIFICATIONS / ELIGIBILITY

Applicants must provide evidence of relevant experience and expertise in providing professional and technical services pertaining to fiber optic network or broadband master planning research, analysis, cost estimation and system design. Specific eligibility criteria for qualified vendors are as follows:

1. Must be widely recognized for master plan development and authorized to do business in the State of California.
2. Must have proven experience preparing similar broadband or fiber optic master plans for similar size jurisdictions
3. Must employ at least one principal who holds a degree in IT engineering and planning, computer science, engineering or physics.
4. Firms should only indicate experience that includes current staff.

Eligible Organizations

Eligible organizations may fall within any of the following categories.

1. Individual operating as independent contractors;
2. Non-profit, non-governmental entities,
3. For-profit private entities and;
4. Preference is given to proposers with experience working with public sector entities, including state and or county government in outreach for the identified target groups)
5. Minority businesses and women owned business enterprises are encouraged to apply.

SECTION VII – EVALUATION/SELECTION PROCESS:

Services Solicited will be made from the list of pre-qualified Slate of Providers resulting from the RFP. The following criteria will be considered in evaluating responses:

1. Response submitted by the deadline
2. All required submission information and documents
3. Qualifications and experience of consultant or firm
4. Ability to provide outlined services described herein that include completion of an evaluation plan, mid-point and annual reports and final evaluation report
5. Cost effectiveness
6. Other factors deemed to be in the best interest of the SBWIB, Inc.

The following is an outline of the procedures the SBWIB, Inc. will use to pre-qualify one or more Consultant(s):

A review/evaluation team comprised of SBWIB, Inc. staff and or volunteers will be assembled to evaluate the responses submitted by the respondents.

The evaluation team will rank the respondents and recommend for approval one or more of qualified providers to be placed on the pre-qualified Slate of Providers list.

All respondents must be available to provide said service(s) within a selected timeframe of notification and as determined appropriate by the SBWIB, Inc. Chief Executive Officer.

Contracting:

Selected evaluators will enter into a professional services contract with the SBWIB, Inc. and will be subject to all SBWIB, Inc. requirements regarding insurance coverage and all other relevant federal, local, and state requirements.

Award of Contract: The Contract, if awarded, will be awarded to the respondent(s) whose response(s) is deemed most advantageous to SBWIB, Inc., as determined by the Chief Executive Officer.

No work shall commence until contract documents are fully executed by the SBWIB, Inc. and the necessary insurance is provided. Any award is subject to funding availability. Services and agreements are contingent upon grant funding, performance and renewals.

Rejection Rights:

All respondents are notified that the execution of a contract pursuant to this RFP is dependent upon approval of the SBWIB, Inc. Chief Executive Officer. SBWIB, Inc. reserves the right to reject all responses and re-solicit if deemed by SBWIB, Inc. to be in its best interest, and to abandon the project(s) and this RFP at any time for any or no reason. Selection of a consultant(s) is also dependent on the negotiation of an acceptable contract with the successful respondent(s).

Reservation of Rights: This RFP is a solicitation and not an offer to contract. SBWIB, Inc. reserves the right to issue clarifications and other directives concerning this RFP, to make and issue modifications to the RFP and schedule; to require clarification or further information with respect to any response received, and to determine the final scope and terms of any contract, and whether to enter into any contract. The provisions herein confer no rights, duties or entitlements to any respondent.

Costs of Response Preparation and Other Charges: No reimbursement will be made by SBWIB, Inc. for any costs incurred as part of this RFP.

Response to RFP

All responses to this request become the property of SBWIB, Inc. upon receipt and will not be returned to the respondent. Any proprietary information submitted in response to this request shall be clearly marked and will be handled in accordance with applicable federal and state procurement regulations. Neither cost information nor the total response will be considered proprietary.

Suspension and Debarment

By submitting a response to this RFP, the respondent also represents that its organization and its principals are not suspended or debarred per Federal requirements.

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.

Grading

Proposals that meet mandatory requirements will be evaluated using the following factors and weights:

Qualifications and experience in the areas listed in this RFP. Demonstrated experience and expertise in similar projects. Years in business and qualifications of the individuals assigned to the project.	25 points
Proposed approach to the scope of work described in this RFP. Items to be included in the final product (Section II).	25 points
Descriptions, process, explanations for each task listed in Section III - Scope of Work of the RFP.	25 points
Cost effectiveness	25 points
Total	<hr/> 100 points

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.

SBWIB reserves the right to accept or reject any or all proposals, and to cancel the process and reject all bids, at any time prior to the award of contract, without incurring any liability to the Respondents or any obligation to inform the Respondents of the grounds of such action.

Slate of Providers

The SBWIB Business and Economic Policy Committee may recommend additional providers to the SBWIB Executive Committee who was 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 recommendation providers will be added to a "Slate of Providers" list from which the SBWIB 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, Inc. for delivery of services under this RFP.

The listing of the service provider on the Slate of Providers is not a commitment by the SBWIB to utilize the services of the service provider. The service provider agrees that it will honor its commitment stated in SBWIB approved 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 likely to be the result of the service providers response to questions and/or negotiations with the SBWIB in the nature of a 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 thru selection by the SBWIB 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.

Publish Intent to Award

Publish intent to award will be published upon approval. All notices are subject to change based on final authorization.

Cost Incurred by Respondents:

All costs associated with proposal preparation will be borne by the Respondent. The SBWIB 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.

Protest/Appeal and Grievance Procedures to Resolve Procurement Disputes

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 scores 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., 5th Floor, Hawthorne, CA, by Monday, June 6, 2016, at 5:00 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 on Wednesday, June 8, 2016 at 9:00 a.m. 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 VIII – PROJECT BUDGET

The project budget may not exceed \$100,000.

Note: If contractor has options for pricing discounts for payments made at the execution of the contract, please include those options in the proposal.

SECTION IX TERMS AND CONDITIONS

Terms and Conditions

1.1. Failed Competition.

1.1.1. If only one responsive proposal is received from this solicitation, resulting in a failed competition, the option may be exercised to reopen competition or to enter into a sole source contract.

1.2. Conflict of Interest.

1.2.1. Agencies employing or retaining employees of the 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.

1.3. EEO Certification.

1.3.1. 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, religion, ancestry, national origin, or sex and in compliance with all federal, State and local anti-discrimination laws.

1.4. Acceptance of Terms and Conditions.

1.4.1. 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.

1.5. Truth and Accuracy of Representation.

1.5.1. 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.

1.6. Change to RFP.

1.6.1. A respondent submitting a proposal will not change the wording of the 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.

1.7. Gratuities.

1.7.1. It is improper for any SBWIB, Inc. member, employee or agent to solicit consideration, in any form, from a respondent with the implication, suggestion or statement that the

Respondents provision of the consideration may secure more favorable treatment for the respondent in the award of the contract or that the Respondents failure to provide such consideration may negatively affect the SBWIB considerations of the Respondents 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.

1.7.2.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 a solicitation may result in the Respondents submission begin 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.

1.8. Registration of Respondents Interest in This RFP.

1.8.1. 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 changed or other actions taken prior to the deadline date, 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 from a different RFP dose not ensure that you are registered on this RFPs log.

1.9. Best Offer.

1.9.1. The proposal shall include the Respondents best terms and conditions.

1.10. Accuracy and Completeness.

1.10.1. 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 Workforce Investment Act of 1998 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 its proposal, which it does 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.

1.11. Right to Amend or Withdraw This Request for Proposal.

1.11.1. 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.

1.12. Rights of the SBWIB.

1.12.1. 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.

1.12.2. The SBWIB reserves the right to provide or contract for any of these services independently.

- 1.12.3. The SBWIB reserves the right to allocate services according to SBWIB's best interest.
- 1.12.4. The SBWIB may opt to contract for some, all or none of the services listed above. The SBWIB also reserves the right to select multiple contractors for any component if it serves the SBWIB's best interests.
- 1.12.5. 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.
- 1.12.6. The SBWIB reserves the right to retain all proposals submitted in response to this RFP. The proposals shall become the property of the SBWIB, Inc. (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.
- 1.13. Right to Reject and Negotiate Proposals.
 - 1.13.1. 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.
- 1.14. Request for Additional Information.
 - 1.14.1. 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.
- 1.15. Termination.
 - 1.15.1. 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.

Contracting Requirements and Provisions

- 1.1. The successful respondent shall comply with all applicable Federal, State and local laws. In order to contract for funds awarded under this RFP, the contractor must:
 - 1.1.1. 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.
 - 1.1.2. Comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA).
 - 1.1.3. 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.
 - 1.1.4. 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.
 - 1.1.5. Compliance with the Occupational Safety and Health Act
- 1.2. Insurance Requirements.
 - 1.2.1. 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; Workers Compensation insurance for all employees. The selected respondent must provide a certificate for each of the required insurance naming the City

of Inglewood/SBWIB, Inc. its officers and employees as additional names insured at the time of contract.

1.2.2. **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, Inc.

1.3. Contract Costs.

1.3.1. All costs that 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.

1.4. Contract Type.

1.4.1. The successful respondent will be offered a cost reimbursement or fixed fee contract. 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 business, whichever occurs first.

1.5. Contract Renewal.

1.5.1. 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 and will be included in the contract provisions. All renewals must be documented in a modification to the contract. Each renewal must be for not more than one year a maximum of two renewals are permitted. Renewal will be contingent upon the contractors' documented and verified established performance.

1.6. Early Terminations.

1.6.1. 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.

**ATTACHMENT A
PROPOSED QUOTE COVER SHEET**

Name of Firm, Entity, Organization	
Identification #, Federal Employer ID# (FEIN)	
Contact Name and Title of Contact Person	
Address	
Phone Number	
E-mail	
Qualifications:	
Professional experience evaluating same or similar projects:	
Professional Hourly Rate:	\$
Total Bid for Evaluation:	\$

I certify that I am authorized to sign this Quote and agree to abide by all terms and conditions of this RFQ.

Signature

Date

Print Name

PROPOSAL ABSTRACT

Use this section as a narrative to briefly describe your overall objectives and how they can meet the services requested. Address your proposed approach and anything creative that you would do to meet the scope of work described in this RFP. Use this section to also cover any additional items that you would propose that would be important to the study making it usable for cities and the sub-region.

REFERENCES

List three professional client references associated to the products or services your firm has previously provided within the past 5 years. For each reference, please specify:

Reference 1	
Name of Firm	
Address of Firm	
Contact Person	
Telephone	
Email	
Dates of Service(s)	
Type of Service(s)	
Reference 2	
Name of Firm	
Address of Firm	
Contact Person	
Telephone	
Email	
Dates of Service(s)	
Type of Service(s)	
Reference 3	
Name of Firm	
Address of Firm	
Contact Person	
Telephone	
Email	
Dates of Service(s)	
Type of Service(s)	

**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 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.

Signature

Date

Print Name & Title of Authorized Representative

Organization

DEBARMENT AND SUSPENSION CERTIFICATIONInstructing 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 it 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.

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.

Signature

Date

Print Name & Title of Authorized Representative

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.

Signature

Date

Print Name & Title of Authorized Representative

Organization

CERTIFICATION REGARDING DRUG-FREE WORKPLACE ACT REQUIREMENTS

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

- 1) 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;
- 2) Establishing an ongoing drug-free awareness program to inform employees about:
 - a) The dangers of drug abuse in the workplace;
 - b) The subrecipient's policy of maintaining a drug-free workplace;
 - c) Any available counseling, rehabilitation, and employee assistance programs; and
 - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3) 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);
- 4) Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the subgrant, the employee will:
 - a) Abide by the terms of the statement; and
 - b) 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;
- 5) 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;
- 6) 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:
 - a) 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
 - b) 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.
- 7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5).

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)

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

Signature

Date

Print Name & Title of Authorized Representative

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 qualifies 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, loads 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.

Signature

Date

Print Name & Title of Authorized Representative

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.

Signature

Date

Print Name & Title of Authorized Representative

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