



# Request for Proposal Number 24-17 Spartanburg County, South Carolina

**Sealed Proposals** must be delivered to the Office of Purchasing, Office address below, or mailed to the mailing address below. **Facsimile and other electronic forms of Proposal will not be accepted.** All sealed Proposals must be received by **11:00am, EST, February 28, 2017**, and then will be publicly opened. Sealed Proposals are subject to the conditions and all provisions set forth herein and attached. All qualified Proposers are invited to submit Proposals to Spartanburg County for the following:

## UPCOUNTRY LOCAL WORKFORCE AREA PARTNERSHIP (ULWAP) ADULT, DISLOCATED WORKER TRAINING ACTIVITIES AND ONE-STOP OPERATOR

**Description of Project:** The purpose of this Request for Proposals (RFP) is to solicit competitive applications for the operation of programs to serve Workforce Innovation and Opportunity Act (WIOA) – eligible, Adults, Dislocated Workers as well as a One-Stop Operator. Spartanburg County is seeking proposals to provide workforce development activities and services to eligible job seekers residing in Cherokee, Greenville, Spartanburg and Union Counties, South Carolina.

**Non-Mandatory Pre-Proposal Conference** will be held **February 7, 2017 2:00pm** at the **Spartanburg County Administration Offices, Conference Room 2, 366 North Church Street Spartanburg, SC 29303** (Conference Call Capability Details Page 14).

- Submit:** One (1) unbound original and ten (10) unbound copies of the Proposal, no tabs, must be received on or before **11:00am, EST, February 28, 2017**.
- Address To:** Spartanburg County Government  
Purchasing Department  
Room 1220  
Attention: Lisa Coleman, Procurement Director
- Mailing Address:** P.O. Box 5666  
Spartanburg, South Carolina 29304
- Office Address:** 366 North Church Street  
Room 1220  
Spartanburg, South Carolina 29303
- Mark Envelope:** Outside of sealed Proposal envelope must be marked:  
**RFP # 24-17 "UPCOUNTRY LOCAL WORKFORCE AREA PARTNERSHIP (ULWAP) ADULT, DISLOCATED WORKER TRAINING ACTIVITIES AND ONE-STOP OPERATOR"** followed by your firm name and address.

**Deadline Enforced**

Proposals or withdrawal requests, received by the Purchasing Department after the time and date set for receipt of Proposals, are late and WILL NOT be accepted. Late Proposals are void and will be returned unopened to the Proposer, regardless of when they were mailed or delivered. It is the Proposer's responsibility to ensure timely receipt by the Purchasing Department of a Proposal.

### **Proposal Submittal Documents Checklist:**

**Items must be provided, in the order listed, as a Proposal package, or Proposal may be disqualified. Proposal shall not exceed, with requested options, 50 pages. Provide one original and ten copies of ALL submittal documents, all unbound, no tabs.**

All fourteen (14) Proposal submittal documents must be included with the Proposal, or Proposal may be disqualified.

1. Proposal for RFP # 24-17 - (Exhibit B)
2. Corporate / Company Resolution (check box on Exhibit B – if applicable, See Sample Exhibit C)
3. Proposer Information:
  - a. Proposer shall provide list of locations and total number of employees.
  - b. Type of Organization (Check the applicable box):
    - i. ☐ Sole Proprietorship
    - ii. ☐ Partnership
    - iii. ☐ Corporate entity (not tax-exempt)
    - iv. ☐ Corporate entity (tax-exempt)
    - v. ☐ Government entity (Federal, State or Local)
    - vi. ☐ Other \_\_\_\_\_
4. Proposer's Fraud Acknowledgment Form - (Exhibit E)
5. Drug Free Workplace Act Statement – (Exhibit F)
6. Certificate of Insurance – (Exhibit G, contains an example)
7. Existence of Subcontractors Form – (Exhibit H)
8. Experience/ References – (Exhibit I)
9. Proposer must be registered with County [Proposer must complete or update Vender Registration Form and W-9] – (Exhibits J & K)
10. Worker's Compensation Statement of Independent Contractor – (Exhibit L)
11. Spartanburg County Standard Contract – (Exhibit M)
12. Proposal Narrative
13. Current Fiscal Statement and Copy of Last Audit (one copy only)
14. Budget Form – Attachment A

## **General Terms and Conditions**

***Term of Proposal:*** Any Proposal submitted as a result of this Request for Proposal (RFP) shall be binding on the Proposer for sixty (60) calendar days following the specified opening date. Any Proposal for which the Proposer specifies a shorter acceptance period will be rejected. At the end of the sixty (60) calendar day period, Proposals may be withdrawn by submitting a written request to the Procurement Director. The written request to withdraw the Proposal must be received, regardless of when it was mailed, by the Procurement Director within five (5) calendar days after expiration of the sixty (60) calendar day period, or the Proposal shall remain in effect until an award is made or the RFP is cancelled.

Every effort has been made to ensure that all information needed is included in this document. If the Proposer finds that they cannot complete its response without additional information, it may submit written questions or requests for clarification to the County Purchasing Department at the addresses listed on page 1 or submit questions by email to Lisa Coleman, Procurement Director, at [coleman@spartanburgcounty.org](mailto:coleman@spartanburgcounty.org). Written questions shall be submitted at least five (5) calendar days prior to Proposal's submission date. Questions submitted after this date will be rejected as not timely. Where the Proposer fails to seek clarification, the County's interpretation shall control. The Proposer agrees it will not make any claim for, or have right to withdraw its Proposal because of any misunderstanding or lack of information. Proposals are not to have any exclusions. Exclusions will come from Spartanburg County in the form of an addendum. **Any proposals received with exclusions will not be accepted.**

**Proposers are specifically directed NOT to contact any other County personnel for meetings, conferences, or technical discussions related to this RFP. Failure to follow this requirement may be grounds for rejection of the Proposal.**

**The County will not be responsible for or bound by any oral instructions made by an employee(s) of the County in regard to this RFP.**

**Any statements made by an employee(s) of the County, which may materially change any portion of the RFP, shall not be relied upon unless they are issued as written addendum to the RFP.**

A Proposal received by Spartanburg County is considered a public document under provisions of the South Carolina Freedom of Information Act (FOIA) unless it contains information that may clearly be considered accepted and excluded from disclosure according to State statute. Offeror(s) shall visibly mark as "Confidential" each part of their proposals which they consider proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina – the Freedom of Information Act (FOIA). The "Confidential" mark should be in bold font of at least 12-point type, in the upper right hand corner of each page. If any part is designated as "Confidential," there must be attached to that part an explanation of how the information fits within one or more categories listed in Section 30-4-40. The County reserves the right to determine whether this may be brought against the County or its agent for its determination in this regard. **MARKING YOUR ENTIRE PROPOSAL CONFIDENTIAL/PROPRIETARY IS NOT IN CONFORMANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT ABSENT EXPLANATION PROVIDING AN EXEMPTION UNDER SECTION 30-4-40.**

***Purchasing Regulations:*** This solicitation is subject to the provisions of the Spartanburg County Procurement Ordinance and any revisions thereto. A copy of the Purchasing Ordinance may be obtained from the County's webpage ([www.spartanburgcounty.org](http://www.spartanburgcounty.org)) or from the Purchasing Department (864) 596-2519. Spartanburg County reserves the right to negotiate and contract with any individual firm deemed suitable to provide the services required.

***Applicable Laws and Compliance:*** This RFP and any proposal submitted in response thereto shall be governed in all respects by the laws of the State of South Carolina. The Proposer shall comply with applicable Federal, State, and local laws and regulations. By submitting this Proposal, the Proposer certifies it is currently and will remain in compliance with:

The Federal Civil Rights Act of 1964, as amended;  
The Federal Immigration Reform and Control Act of 1986;  
The Americans with Disabilities Act

Proposer is responsible for securing all required business licenses and permits. If requested, Proposer will furnish a copy to the County.

***Public Record:*** Upon award, or Protest, copies of the Proposals will be made available for public inspection, under the supervision of County Purchasing Department staff, from 8:30 a.m. until 5:00 p.m., Monday through Friday, at 366 N. Church Street, Room 1220 Spartanburg, South Carolina.

***Debarment Status:*** By submitting a Proposal, Proposers assert that they are not currently debarred from proposing on contracts by any agency of the State of South Carolina, nor are they an agency of any person or entity currently debarred from submitting Proposals on contracts by an agency of the State of South Carolina.

***Proposer Responsibility:*** The Proposer must assume that any purchase, responsibility, insurance, and action or activity which is necessary for the satisfactory operation of the services requested in this RFP, but which is not specifically designated as a Spartanburg County responsibility, is a responsibility of the Proposer's operation, and the Proposer must include these in the response to this RFP.

***Disclosure of Conflicts of Interest or Unfair Competitive Advantage:*** Proposer warrants and represent that Proposal identifies and explains any unfair competitive advantage Proposer may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from participation in this competition or receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If Proposer has an unfair competitive advantage or a conflict of interest, the County may withhold award. Before withholding award on these grounds, a Proposer will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

***Proposer Qualification:*** The Spartanburg County Government may make such reasonable investigations, including inspections of the Proposer's physical plant, as deemed proper and necessary to determine the ability of the Proposer to perform stipulated contract work and the Proposer shall furnish the Spartanburg County Government all such information and data for this purpose as may be requested.

***Project Schedule:*** When applicable, based on the days to complete listed on the Proposal, provide a detailed schedule for completion to include the critical path.

***Fraud Policy:*** Proposers submitting Proposals to Spartanburg County Government must review the County's policy related to fraudulent activities and acknowledge their responsibilities for protection against acts of fraud in the conduct of business.

***Insurance:*** By submitting a proposal, Proposer agrees to maintain and keep in force during the life of any Contract awarded pursuant to this RFP, with a company or companies authorized to do business in South Carolina, the following insurance policies:

**Commercial General Liability:**

**\$1,000,000** per occurrence – (Coverage shall include bodily injury or accidental death and property damage)\*

**Comprehensive Automobile Liability:**

**\$1,000,000** per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)\*

**Statutory Worker's Compensation:**

Coverage – (Shall apply to all applicable State of SC laws)

**Employers Liability:**

**\$500,000** Each Accident\*

**\$500,000** Disease, Per Employee\*

**\$500,000** Disease, Policy Limit\*

**Professional Liability Insurance:**

**\$1,000,000** per occurrence (if applicable)

**Umbrella Policy:**

N/A

\* A combination of Umbrella/ Excess and primary limit may be used to provide coverage for the amount shown.

Proposer will provide County a minimum of thirty (30) days advance notice in the event the insurance policies (or an insurance policy) are changed or canceled.

Proposer certifies to the County that all subcontractors approved to perform work on this project comply with all of the requirements in this Section.

***Certificate of Insurance:*** A copy of current Certificate of Insurance must be included with the Proposal. Certificates of Insurance for all such policies shall be provided by the Proposer's insurance agent or broker within ten (10) working days from the date of Notice of Award and shall meet the following requirements:

- (i) SPARTANBURG COUNTY SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST on Commercial General Liability and any Umbrella policies, regarding ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance.
- (ii) WAIVER OF SUBROGATION. As a part of the Certificate of Insurance requirement the Proposer shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the County of Spartanburg, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the Proposer. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision.
- (iii) All Certificates of Insurance submitted shall provide on the face of the certificate reference to COUNTY's RFP# 24-17.

**Subcontractors:** Proposer shall not subcontract work hereunder without the prior written consent of the County, and any such subcontract without consent of the County shall be null and void. If Proposer proposes to subcontract any of the work hereunder, it shall submit to the County the name of each proposed Subcontractor, with the proposed scope of work which its Subcontractor is to undertake. Alternatively, the Proposer shall provide a statement that there are no subcontractors.

**Service Providers:** When applicable, list up to three independent firms, within 300 miles of the Spartanburg County that can provide service work to the Proposer's system. Provide names and direct telephone numbers.

**References:** The County requires Proposers to list at least three (3) references, names, addresses and telephone numbers of contact persons for other companies in South Carolina or neighboring states with whom the proposer has performed or provided similar work, service or product (ie. currently operate the same model number of equipment being proposed) **within the last five years**. References should be listed on Exhibit I.

**Experience:** List five jobs, similar in size, completed by Proposer. List dollar amount, brief description reference name and phone number for each job.

**Contractor Qualifications:** When applicable a Contractor Qualification Form will be required requesting the following information:

- a. SIC/ NAICS Code
- b. OSHA Recordable Incident Rate
- c. EMR Rate – Provide letters from insurance companies listing proposer and subcontractor EMR ratings. EMR rating letters must be on insurance company letterhead.
- d. Worker's Compensation Loss Run

Factors (a) through (d) shall be used in conjunction with other required submittal documents as part of the determination process. The County reserves the right to evaluate in its absolute discretion the information submitted.

**South Carolina License:** Proposer is required to submit a copy of its current State of South Carolina license, as necessary for the goods and/or services being procured.

**Bid Bond:** When applicable, Proposer shall submit with their proposal a bid bond in the amount of five percent (5%) of the proposal price. This bond may be in the form of Certified Check, Cashier's Check or Bank Money Order of any national or state bank and shall be made payable to Spartanburg County. Proposals submitted without being accompanied by any of the foregoing, as required, shall be considered non-responsive and will be rejected. Any proposal accompanied by a bid bond not properly executed in the opinion of the Procurement Director, may be rejected. The bond will be forfeited to the County by the successful Proposer as liquidated damages in case a bid award is made to that Proposer and the contract and bond are not properly executed within 15 days, unless extended by the County.

A check or money order will be returned to the unsuccessful bidders after award and will be returned to the successful offeror after acceptance of the final contract and surety by the offeror.

**Performance and Payment Bond:** When applicable, the successful proposer, within three (3) working days after acceptance of the proposer's offer by the County, shall furnish a satisfactory performance and payment bond in the amount of the total proposal price. The performance and payment bond must be received by the county prior to the issuance of the executed contract and Notice to Proceed. The three (3) working days may be extended upon written approval by the Procurement Director. A copy of the written approval shall be transmitted to the successful proposer stating the terms of any extension. In the event that the proposer fails to deliver to the

Purchasing Department the performance and payment bond in said period of three (3) working days after acceptance of the proposer's offer by the County, then the bid bond of the proposer shall be retained by the County in its entirety and the award will be withdrawn from the proposer. The Bond must be in a format approved by the County before it is made effective. The successful proposer shall have a surety a corporate surety authorized to act as surety in South Carolina. The Performance and Payment Bond will insure that the successful proposer will promptly make payments to all persons supplying labor or materials to the proposer; and shall guarantee to indemnify and save the County, its officers, divisions and employees harmless from all costs, damages and expenses growing out of or by reason of the successful proposer's failure to comply and perform the work and complete the contract in accordance with the specifications in the matter of making, furnishing and/or delivering said work or supplies.

A letter from a South Carolina Banking Institution stating the Proposer has the ability to obtain an Irrevocable Letter of Credit in amount of Proposal is an acceptable substitute. The South Carolina Banking Institution who issues the letter stating the Proposer has the ability to obtain an Irrevocable Letter of Credit must be a financial institution insured by the FDIC or FSLIC.

An Irrevocable Letter of Credit, made out to Spartanburg County, in the full amount of Proposal, will be an acceptable substitute. The Letter of Credit will be subject to the same terms and conditions set forth above for Bonds. The Irrevocable Letter of Credit shall be issued by a financial institution insured by the FDIC or FSLIC.

At the end of the job, all of the Proposer's subcontractors shall send a letter, on company letterhead, that they have been paid in full and Spartanburg County can release the performance/payment bond.

***Ability to Obtain Performance Bond:*** When applicable, Proposer shall provide a letter from a bonding company authorized to transact business in the State of South Carolina as a surety stating the Proposer has the ability to obtain a performance/payment bond in amount of Proposal.

***Independent Contractor:*** The selected Proposer shall be legally considered an independent contractor and neither the Proposer nor its employees shall, under any circumstances, be considered employees of the County; and the County shall at no time be legally responsible for any negligence or other wrong doing by the Proposer or its employees. The County shall not withhold from the contract payment to the Proposer any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Proposer. Further, the County shall not provide to the Proposer any insurance coverage or other benefits, including Worker's Compensation.

The County shall have the right to reject any Subcontractor which it considers unable or unsuitable to satisfactorily perform its duties. Proposer shall not enter into any cost reimbursable agreements with any proposed Subcontractor without County's prior written authorization. Notwithstanding any consent by the County to a proposed subcontract, Proposer shall remain responsible for all subcontracted work and services. Proposer agrees it shall be as fully responsible to the County for the acts and omission of its Subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Proposer. Neither this provision, the agreement, the County's authorization of Proposer's agreement with Subcontractor, County's inspection of a subcontractor's facilities or work, or any other action taken by the County in relation to a Subcontractor shall create any contractual relationship between any Subcontractor and the County. Proposer shall include in each of its subcontracts a provision embodying the substance of this provision and provide a copy, upon request, to the County before commencement of any work by a Subcontractor. Proposer's refusal to comply with this provision shall be grounds for the County's termination of this agreement for default, without notice or opportunity to cure.



In addition, Proposer indemnifies and holds the County harmless from and against any claims (threatened, alleged or actual) made by any Subcontractor of Proposer (of any tier) for compensation, damages or otherwise, including any cost incurred by the County to investigate, defend or settle any such claim.

**Award:**

**Evaluations:**

Spartanburg County will conduct evaluations of the proposals.

**Award Criteria:**

Spartanburg County shall evaluate each of the Proposals using the criteria set forth in Exhibit D attached hereto. The County reserves the right to request Proposers to appear for an additional presentation followed by a question and answer period, in order to further evaluate qualifications. The additional presentations, if any, will also be scored and combined with prior scoring to determine the successful Proposer. The County is not obligated to accept the lowest cost proposal. The award of the contract, if awarded, will be made to the Proposer providing the most responsive, responsible proposal that provides the best overall value and service. The award, if awarded, will take into consideration several factors, including the soundness and flexibility of the proposal, functional capability, quality of performance, quality of service, ability to provide support, overall cost, the Proposer's experience and the Proposer's references. At the County's discretion, one or more firms may be engaged for this work.

**SPARTANBURG COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS OR PARTS THEREOF, TO GIVE THE PROPOSER THE OPPORTUNITY TO CURE ANY DEFICIENCY RESULTING FROM A MINOR INFORMALITY OR IRREGULARITY IN A PROPOSAL OR WAIVE ANY DEFICIENCY, AS SET FORTH IN THE COUNTY PROCUREMENT ORDINANCE.**

**Notice of Intent to Award:**

If awarded, the Notice of Intent to Award shall be e-mailed to all Proposers once a decision to award is made. This Notice of Intent to Award shall begin the time to protest the decision to award in accordance with Spartanburg County Code of Laws Section 2-287.

**Notice of Award:**

If awarded, the Notice of Award shall be e-mailed to all Proposers once a decision to award is made.

**Exhibit A**

**SCOPE OF WORK / SERVICES TO BE PROVIDED**

The Proposer who is awarded the contract shall perform and carry out, those services necessary to complete the **UPCOUNTRY LOCAL WORKFORCE AREA PARTNERSHIP (ULWAP) ADULT, DISLOCATED WORKER TRAINING ACTIVITIES AND ONE-STOP OPERATOR.**

**REQUEST FOR PROPOSALS**

**For Provision of  
ADULT, DISLOCATED WORKER TRAINING ACTIVITIES  
AND ONE-STOP OPERATOR**

**Pursuant to the Requirements of the  
WORKFORCE INNOVATION AND OPPORTUNITY ACT  
PUBLIC LAW 113-128, TITLE I**

**for**

**THE UPSTATE AND GREENVILLE COUNTY LOCAL  
WORKFORCE AREAS:  
CHEROKEE, GREENVILLE, SPARTANBURG AND UNION  
COUNTIES**

**STATE OF SOUTH CAROLINA**

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## Attachments PROPOSERS' RESPONSE PACKAGE

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## **PART I: GENERAL INFORMATION**

### **A. DISCLAIMER**

The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014 and implemented on July 1, 2015. The US Department of Labor released the Final Regulations on June 30, 2016, which were published in the Federal Register on August 19, 2016. This request for proposals, any proposals submitted by proposers to this request, and any final contracts negotiated with the successful Proposer(s) as a result of this proposal is subject to final laws and regulations and may be changed at any time to be in compliance with those laws and regulations. Proposers are strongly encouraged to follow the Department of Labor's WIOA resource page for the latest updates: [www.doleta.gov/wioa](http://www.doleta.gov/wioa).

As the Upstate Workforce Board and Greenville County Workforce Development Board continue to develop and refine their systems, policies, procedures and regulations, changes may occur. Proposing organizations may be requested to modify program design or the delivery of services. Should a request for a change in program design or service occur, Administrative staff will assist proposing organizations or service providers in the redesign to ensure consistency with Board policy and regulatory requirements.

The Upstate Workforce Board and Greenville County Workforce Development Board reserve the right to cancel or modify this request for proposal or the scope of funding of an approved WIOA program to any extent necessary to ensure compliance with state and/or federal guidelines. This may occur at any time prior to or during implementation of the WIOA programs for PY 2017 or any applicable extensions. Therefore, all successful proposers must demonstrate the capability and agree, in advance, to modify their program design to comply with the new regulations and/or changes to available funds.

### **B. INTRODUCTION/PURPOSE:**

The purpose of this Request for Proposals (RFP) is to solicit competitive applications for the operation of programs to serve Workforce Innovation and Opportunity Act (WIOA) – eligible, Adults, Dislocated Workers as well as a One-Stop Operator. Spartanburg County is seeking proposals to provide workforce development activities and services to eligible job seekers residing in Cherokee, Greenville, Spartanburg and Union Counties, South Carolina.

WIOA was signed into law on July 22, 2014 and designed to help job seekers access employment, education, training and support services to succeed in the labor market and matched to employers with the skilled workers they need. This is the first legislative reform in fifteen years of the public workforce system. 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. Updates from the US Department of Labor will be issued over time. The website for the latest on WIOA regulations is [www.doleta.gov/wioa](http://www.doleta.gov/wioa).

Workforce development oriented organizations, with or without previous experience as a contractor with the Upstate area, are encouraged to submit proposals. Only proposals from organizations that can demonstrate that they have the ability to provide workforce development services within the region and scope set forth by Spartanburg County will be considered for funding.

### **C. LOCAL INTRODUCTION:**

The Workforce Innovation and Opportunity Act encourages regionalism. Section 106(c) of the WIOA outlines, in part, that after planning regions are identified, the local boards and chief elected officials shall engage in regional planning processes that result in preparation of a regional plan and regional service strategies, including use of cooperative delivery agreements.

The Greenville County Workforce Development Board and the Upstate Workforce Board have worked together closely since 2006. Over the years, both local boards entered into MOAs to support cost sharing of its SC Works centers and service provider staff. Most recently, the Upstate Workforce Board signed a PY16 MOA to manage Business Services on behalf of the Greenville County Workforce Development Board and across the entire four county area.

For PY17, the Greenville County Workforce Development Board and Upstate Workforce Board has entered into a MOA to form a 4-county service delivery partnership, hereinafter referred to as the Upcountry Local Workforce Area Partnership (ULWAP). The ULWAP desires to solicit a vendor to provide services in the ULWAP counties and that many of the staff positions will be cost shared between the four county areas. It is also the goal for the ULWAP to align policies, procedures, etc. and to function as a seamless local workforce area. To be clear, the ULWAP is comprised of two (2) local workforce board regions – the Greenville County Workforce Development Board region and the Upstate Workforce Board region. Proposals must contain two (2) separate budgets – a budget for providing services in the designated Greenville County local area and a budget for providing services in the designated Upstate local area. The ULWAP intends to award one contract and will be requiring that one monthly invoice for reimbursement be submitted for all related costs.

#### **D. FUNDING AVAILABILITY**

The planning estimates for the purpose of this RFP are \$1,800,000 - \$2,700,000 for services to WIOA Adults, Dislocated Workers (in the 4 county area). Employment and training activities for adults and dislocated workers are similar but each has their own funding stream and eligibility requirements. **IMPORTANT NOTICE** - Funding levels identified in this RFP are preliminary estimates and are used for planning purposes only. Total final contract amounts are subject to funding levels for PY17.

The local boards will award a contract based on allocations approved by the State at the beginning of each program year. The South Carolina State Workforce Development Board has set the expectation that the local areas will reach a minimum of 70% expenditures of the total available funds each program year for each funding stream. Therefore, it is expected that the contractor will expend not less than 75% of their total budget each program year.

Proposers should propose comprehensive WIOA services to be provided to Adult, Dislocated Worker customers, but must delineate costs for One-Stop Operator.

#### **E. APPLICABLE ACT AND REGULATIONS**

This RFP and programs funded as a result of it are governed by Public Law 113-128 signed into law on July 22, 2014, entitled the “Workforce Innovation and Opportunity Act of 2014,” (WIOA). Contractors shall comply with the WIOA, the Regulations, State and ULWAP Local Area Instructions, agency policies as well as other federal, state and local laws and regulations.

#### **F. ELIGIBLE PROPOSERS**

Any governmental, non-profit or private for profit organization may apply for an award in response to this RFP. Nothing herein is intended to, nor should it be construed to, limit competition. Instead, this RFP is for the purpose of meeting the full needs of the Upcountry Local Workforce Area Partnership using a system of fair, impartial and free competition among all Proposers. It is the intent and purpose of Spartanburg County that this RFP permit competition. To be eligible to receive funds from the Upcountry Local Workforce Area Partnership made available to operate the One-Stop Centers, a proposer must meet the following:

1. Be a public, private or not for profit entity that has a history of providing workforce services. (“and or another interested organization that is capable of carrying out the duties of the OneStop Operator – must demonstrate previous history”)

## **G. SERVICE AREA**

This RFP is specifically soliciting proposals for WIOA Adult, Dislocated Worker services in Cherokee, Greenville, Spartanburg and Union counties, and Business Services and One-Stop Operator functions covering the same counties.

## **H. PROPOSER’S CONFERENCE**

A question and answer (Q&A) session pertaining to this RFP will be held at **Spartanburg County Administrative Offices, 366 North Church Street, Spartanburg SC 29304 on Tuesday, February 7, 2017 at 2:00 P.M. EST.** Conference Room 2 has been reserved and is located in Suite 1000 (Administration). Conference calls for the Q&A will be available upon written request by emailing Lisa Coleman at [lcoleman@spartanburgcounty.org](mailto:lcoleman@spartanburgcounty.org) no later than 5:00 P.M. EST on February 3, 2017. **To access the Proposer’s Conference via conference call, Proposers shall call 1-864-598-7004 (local dial-in); Enter Participant Code followed by the # key: Participant Code: 29170614.** Local board staff will answer questions and address requests for additional information pertaining to this RFP provided that questions/requests for additional information are submitted in advance by interested Proposers. All questions and/or requests for additional information shall be submitted in via email prior to 12:00 Noon, Friday, February 3, 2017. Questions and/or requests for additional information should be submitted to Ms. Lisa Coleman, Procurement Director by email to [lcoleman@spartanburgcounty.org](mailto:lcoleman@spartanburgcounty.org).

After the proposer’s conference additional questions will be accepted in writing (by email) until 2:00 P.M EST February 17, 2017. No questions can be answered by telephone at any time during the response period. If auxiliary aids and services are necessary for this conference, requests must be made to Spartanburg County within a reasonable period of time prior to the proposer’s conference.

## **I. DELIVERY OF PROPOSALS**

Proposals in response to this RFP, **24-17**, will be received by Spartanburg County **until 11:00 A.M. EST February 28, 2017.** Any proposals received after the scheduled date and time will be immediately disqualified in accordance with the S.C. Consolidated Procurement Code and Regulations. Proposers are urged not to wait until February 28, 2017 to submit grant proposals. Grant proposals will be accepted at any time after RFP is issued. Should any errors relative to the grant application due date appears in the Grant Application Request Package, the official due date is **February 28, 2017, 11:00 A.M. EST.** Applications may be hand delivered or mailed to:

**Delivery Address:** *(Fed Ex, UPS, USPS or in person deliveries)*

Spartanburg County Government  
Attn: Lisa Coleman, Procurement Director  
366 North Church Street  
Room 1220  
Spartanburg, SC 29303

## **J. KEY EVENTS AND DATES**

Request for Proposals Issued	Week of Jan 23, 2017
Question due for Proposers Conference	Friday, February 3, 2017 12:00 P.M. EST
Proposer's Conference	Tuesday, February 7, 2017, 2:00 P.M. EST
<b>Deadline for Receipt of Formal Proposals</b>	<b>Tuesday, February 28, 2017 11:00 A.M. EST</b>
Begin formal Review Process of Proposals	Week of March 6, 2017
Written Notification of Intent to Award	Last week of May 2017
Final Contract Negotiations with Proposers	June 2017
Each Grant formalized and signed by	No later than June 30, 2017

## **K. PRESENTATIONS**

Any Proposer may be requested to make an oral presentation of their proposal to the review committee (or their authorized representatives) after the proposal opening. Such presentations provide an opportunity for the Proposer to clarify their proposal and to ensure mutual understanding. Oral presentations, if needed, are by request of the local boards only.

## **L. POLICY OF COMPETITION**

Spartanburg County staff conducts all procurement transactions in a manner providing full and open competition. This RFP identifies all evaluation factors and their relative importance. All responses will be honored to the maximum extent practical. Technical evaluations will be made of all proposals received. Awards will be made to the responsible Proposers and firms whose proposals are most advantageous to the program.

It shall be the Proposer's responsibility to advise Ms. Lisa Coleman, Procurement Director, if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted via email to Lisa Coleman, Procurement Director, ([lcoleman@spartanburgcounty.org](mailto:lcoleman@spartanburgcounty.org)) and must be received by Ms. Coleman no later than fifteen (15) days prior to the Grant Application opening date (February 28, 2017 at 11:00 A.M. EST). A review of such notifications will be made.

## **M. RESPONSIVENESS OF PROPOSAL**

1. Proposals will be reviewed solely on the material they contain. No modifications, alterations, additions or substitutions to any proposals will be accepted from applicants after submission.
2. Any proposal that is not in typed form will be automatically considered nonresponsive and issued a score of zero by the review committee.
3. Any proposal that is not submitted with an original signature and ten (10) copies will be automatically considered nonresponsive and issued a score of zero by the review committee.
4. Any proposal that is considered non-responsive will be issued a score of zero by the review committee. A responsive proposal must include all required forms and a complete Proposal Response Package.

## **N. CONTRACT ADMINISTRATION AND NEGOTIATION**

Contracts shall be awarded to responsive Proposers(s) whose proposals are determined to be most advantageous, taking into consideration the evaluation factors containing in this RFP. Spartanburg County, reserves the right to reject any and all proposals received. In all cases Spartanburg County will be the sole judge as to whether a Proposer's proposal has satisfactorily met the requirements of this RFP. Spartanburg County may require Proposer selected by the Board(s) to participate in cost negotiations, technical revisions or other



revisions to their proposals to finalize the award. Spartanburg County may make a preliminary selection for Best and Final Proposer.

Terms and Conditions will be a part of all Contracts awarded. The State has not released Terms and Conditions for WIOA at this time but will be included as a part of contracts awarded. Terms and Conditions may be subject to changes as a result of changes in (1) Federal or State Code and/or Regulations, (2) local policy or (3) administrative procedure. Successful applicants must be able to obtain and submit, prior to finalizing the contract, insurance coverage, including liability insurance and bonding.

#### **O. CONTRACT DURATION**

All budgets submitted for activities under this RFP are to be for costs authorized under Public Law 113-128, Title I, in support of Adult, Dislocated Worker and One-Stop Operator functions incurred between **July 1, 2017 – June 30, 2018**. Proposed activities will be limited to those described in Title I. No guarantee for availability of these funds is made at this time.



## PART II: SCOPE OF WORK

### A. OVERVIEW

The Workforce Innovation and Opportunity Act (WIOA) developed from Vice-President Biden's job-driven training report. The report identified seven elements of the best practices to be integrated into the service strategies for employment and training programs. The "Job-Driven Checklist" is as follows:

- **Business Outreach/Employer Engagement** – Work up-front with employers to determine local or regional hiring needs and design training programs that are responsive to those needs.
- **Earn and Learn** - Offer work-based learning opportunities with employers – including on-the-job training, internships, and pre-apprenticeships and Registered Apprenticeships as training paths to employment.
- **Smart Choices** – Make better use of data to drive accountability, inform what programs are offered and what is taught, and offer user-friendly information for job seekers to choose what programs and pathways work for them and are likely to result in jobs.
- **Measurement Matters** – Measure and evaluate employment and earnings outcomes.
- **Stepping Stones** – Promote a seamless progression from one educational stepping stone to another, and across work-based training and education, so individuals' efforts result in progress.
- **Opening Doors** – Break down barriers to accessing job-driven training and hiring for any American who is willing to work, including access to supportive services and relevant guidance.
- **Regional Partnerships** – Create regional collaborations among American Job Centers, education institutions, labor and non-profits.

While the above outlines the core principles of the legislation, it is included in the RFP for understanding of those guiding principles and should not be interpreted that the Proposer would be expected to propose all of the tasks listed.

### B. DESCRIPTION OF SERVICES

#### Adult and Dislocated Worker

Under WIOA, Adult and Dislocated Worker core and intensive services are collapsed into "career services" and there is no required sequence of services, enabling job seekers to access training immediately. Some of these services will be provided by partner organizations and programs currently in the SC Works (One-Stop) Center and others will be provided by the grant awarded from this solicitation. It is imperative that the successful Proposer excel in collaboration of resources to ensure the full array of services is available while having no duplication of services. Career services to be offered include:

- Eligibility Determination for funding and services
- Outreach, intake and orientation to the information and other services available through the One-Stop delivery system
- Initial assessment of skill levels (including literacy, numeracy, and English language proficiency) aptitudes, abilities (including skills gaps) and supportive service needs
- Job search and placement assistance and, in appropriate cases, career counseling, including –
  - Information on in-demand industry sectors and occupations, and nontraditional employment;
  - Appropriate recruitment and other business services on behalf of employers
- Referrals to and coordination of activities with partner programs and services
- Workforce and labor market employment statistics information, which includes job vacancy listings, job skills necessary for job openings; and information on local occupations in demand and the earnings, skill requirements, and opportunities for advancement within those career pathways
- Performance information and program cost information on eligible providers
- Information for the Center customers regarding the local performance accountability measures

- Information for the Center customers relating to the availability of supportive services or assistance provided by partners
- Referrals to supportive services or other needed assistance
- Information and assistance regarding filing claims for unemployment compensation
- Information and assistance regarding establishing eligibility for financial aid assistance for training and education programs
- Other services needed for individuals to obtain or retain employment that consists of
  - Comprehensive and specialized assessments of the skill levels and service needs of adult and dislocated workers which may include but not limited to – diagnostic testing and use of other assessment tools; in-depth interviewing and evaluation to identify employment barriers; appropriate employment goals
  - Development of an individual employment plan, to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals, including providing information on eligible providers of training services and career pathways to attain career objectives;
  - Group counseling;
  - Career planning;
  - Short-term prevocational services, including development of learning skills, how to job search, connecting to community resources;
  - Soft skills training: communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training;
  - Internships and work experiences that are linked to careers;
  - Workforce preparation activities;
  - Financial literacy services;
  - Out-of-area job search assistance and relocation assistance; or
  - English language acquisition and integrated education and training programs, and
  - Follow-up services including counseling regarding the workplace, for participants in WIOA authorized activities who are placed in unsubsidized employment for not less than 12 months after the first day of the employment, as appropriate.

Training Services are described as:

- Occupational skills training, including training for nontraditional employment;
- On-the-Job training;
- Incumbent worker training (as authorized by the State Workforce Development Board and local Board)
- Programs that combine workplace training with related instruction, which may include cooperative education programs;
- Training programs operated by the private sector;
- Skills upgrading and retraining;
- Entrepreneurial training;
- Transitional jobs;
- Job readiness training provided in combination with occupational skills training;
- Adult education and literacy including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with occupational training;
- Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training

**Business Services**

Though Business Services is an integral part of the Adult, Dislocated Worker and Youth service delivery, it is expected that the proposal will address how the Proposer intends to execute the Business Service aspect of the One-Stop (SC Works) system.

SC Works Centers shall offer a broad range of integrated services that are provided at no cost to eligible employers to support economic and workforce development efforts. The Business Services Team will be responsible for coordinating the following employer services with all necessary SC Works Partners:

- Coordinate delivery of services to employers among partners in the One-Stop System, Centers, and affiliate sites, WIOA Core partners (Adult, Dislocated Workers, Youth, Adult Education and Literacy, Wagner-Peyser, and Vocational Rehabilitation), and other One-Stop partners to achieve WIOA Business Services outcomes.
- Connect employers to the One-Stop system, gather business intelligence and assist in Regional Workforce partnership by developing relationships with local and regional businesses and other business focused organizations.
- Provide Strategic Industry Sector Services to the sectors identified by the local area and the greater region (includes Worklink and Upper Savannah).
- Provide services to the businesses in Upstate Workforce Development Area (Cherokee, Greenville, Spartanburg and Union Counties).
- Develop an understanding of the needs and challenges of businesses in the Upstate Area, and align resources to provide critical solutions in the local and regional economy.
- Promote career pathways communicating the benefits to employers of creating a talent pipeline through work-based learning opportunities.
- Deliver presentations to business and trade organizations regarding workforce related topics and services.
- Evaluate the workforce development, hiring, recruitment and retention needs of businesses, and develop solutions based strategies to meet those needs, including hiring events, career fairs and targeted position placements.
- Participate in layoff aversion activities in conjunction with SC Works partners to convene and provide Rapid Response Services to employees of businesses issuing WARN notices, including work to match employers that might be hiring with those employees who will be laid off.
- Assist employers in utilizing the SCWOS system to effectively recruit and select employees.
- Participate in community outreach events, job fairs, career fairs, and other opportunities for both employers and applicants to promote the SC Works system.
- Work with SC Works system partners to design and align high quality service delivery to both the business and job seeker customer.
- Provide reports of Business Service activities, deliverable and milestones to the local board staff as requested.
- Conduct outreach and collaboration that will result in successful work based learning opportunities for WIOA participants.
- Provide access to labor market data, demographic updates and job trends plus related information.
- Provide other information to employers such as: state and federal tax credits, Federal bonding, business start-up, retention and expansion services, etc.
- Other services as appropriate.

### **One-Stop Operator**

The role of the One-Stop Operator is equivalent to that of a managing partner. In the role, the Operator identifies issues that need to be addressed that have to do with service delivery. The Operator works with co-located partners to form a solution. Certain workforce services are integrated into the framework of the One-Stop service delivery system and are provided through partner agencies under other funding sources. The

Operator will be responsible for ensuring a seamless delivery of services from all partners in Cherokee, Greenville, Spartanburg and Union Counties.

## 1. Day to Day Operations

The Operator coordinates, facilitates, promotes, designs and expedites services for the SC Works Upstate and SC Works Greenville systems. Operations include the delivery of the full array of WIOA services to include required and non-mandated partners to all interested job seekers and employers in SC Works One-Stop Centers. The Operator will work to deliver a seamless system of partner services in the ULWAP 4-county area. Activities will include:

- Enforce ULWAP operational policies including hours of operations, data confidentiality, use of Personal Identity Information, proper equipment use, health and safety, emergencies, and service delivery.
- Coordinate with partners to ensure all common areas in the Center are staffed properly.
- Ensure all Centers and services are ADA and EO compliant.
- Coordinate the use of shared equipment (copiers, printers, necessary maintenance, etc.) and supplies (ink and toner) in the Center.
- Maintain updates to the Operations Manual for each Center and coordinate training as needed.
- Implement Centers' staff development plan that includes technical training for use of SCWOS, information sharing, and team building.
- Establish, disseminate and enforce Center policies and procedures.
- Evaluate Center activities for customer satisfaction, continuous improvement and measurement achievement.
- Ensure Partner delivery and effectiveness of services.
- Develop and implement new hire orientation to acclimate new partner employees to site procedures and policies.
- Address customer complaints in a timely and efficient manner.
- Possess a thorough knowledge of building lease terms to ensure compliance and act as a liaison to the landlord.
- Convene quarterly meetings of the One-Stop Partners.
- Provide reports of Center activities, deliverable and milestones to the local board staff as requested.
- Manage other day-to-day business and facility functions of the designated One-Stop Centers.
- Ensure quality service delivery to all customers.
- Maintain partner relationships and participate in existing grant commitments and community projects related to workforce development (as funding allows).

## 2. One-Stop Certification

The One-Stop Operator must achieve the major work components and standards necessary to acquire and maintain One-Stop Certification Standards (Management, Job Seeker and Employer Services). The Operator is responsible for coordinating with the local boards to ensure the system-wide standards are achieved and utilize continuous quality improvement assessment tools to document success. Development of additional tools may be necessary to achieve and document measurements within the Certification Standards.

### 3. Outreach and Business Services Integration

The local boards have established a Business Services Lead. The Operator will employ the lead and work closely to achieve maximum results in a seamless delivery system. The Business Services Lead coordinates the various business services available through the Center partners through outreach to area professional organizations (Chambers, trade organizations, state level partners, etc.). The lead also serves as the manager of the Regional Business Service Team (ULWAP 4-county service area).

The Operator will provide support to this division and monitor the services delivered and shared across partners and seek process improvements. In addition, the Operator will be responsible to ensure all services are ADA and EO compliant. The Operator will maintain a copy of the Limited English Proficiency (LEP) Plan and maintain up to date ADA compliant equipment. The Operator will ensure staff understands and implements the LEP plan and uses the ADA equipment as needed.

### C. CURRENT CENTER LOCATIONS

It is the expectation that centers will remain in their current locations. Moving or opening additional centers will require board approval. It is expected that centers will be open to the public Monday- Friday 8:30 A.M. to 5:00 P.M. EST.

#### **ULWAP Comprehensive Centers:**

##### ***SC Works Greenville***

225 S. Pleasantburg Drive  
Suite E-1  
Greenville, SC 29607

##### ***SC Works Spartanburg***

220 East Kennedy Street  
Spartanburg, SC 29304

#### **Affiliate Sites:**

##### ***SC Works Cherokee***

111- C Tiffany Park  
Gaffney, SC 29341

##### ***SC Works Union***

103 West Main Street  
Union, SC 29379

### D. PERFORMANCE STANDARDS

The Proposer shall include performance outcomes that will be achieved consistent with federal performance standards and the performance expectations of the local boards. The boards expect the successful Proposer will propose performance outcomes, but more importantly, the response to this RFP must indicate how the combination of services proposed will achieve performance standards. The State negotiated Program Year 2016

performance measures with local areas during the 2<sup>nd</sup> quarter of the program year. DOL set PY17 measures for the state. Local measures for PY17 have not been negotiated locally. For the purpose of this proposal, PY17 State measures are as follows.

#### *Adults*

- Employment Rate 2<sup>nd</sup> Q after exit – 75.3%
- Employment Rate 4<sup>th</sup> Q after exit – 72.9%
- Median Earnings 2<sup>nd</sup> Q after exit - \$4,859.00
- Credential Attainment within 4 Quarters after exit – 52.5%

#### *Dislocated Workers*

- Employment Rate 2<sup>nd</sup> Q after exit – 79.3%
- Employment Rate 4<sup>th</sup> Q after exit – 77.3%
- Median Earnings 2<sup>nd</sup> Q after exit - \$6,405.00
- Credential Attainment within 4 Quarters after exit – 56%

### **E. ELIGIBILITY**

There may be additional guidance issued in regards to participant eligibility for WIOA Adult and Dislocated Worker services. There are basic eligibility criteria for both participant groups:

1. 18 years of age or older
2. US citizen or eligible non-citizen
3. In compliance with Selective Service registration requirements (for male applicants)

Beyond these criteria, each program has separate eligibility requirements. For Adults, priority of service is given to Veterans in accordance with State and Federal definitions and requirements. Beyond Veteran priority, Adult program priority will be given for:

- Recipients of public assistance and other low-income individuals; and
- Individuals who are basic skills deficient.

The South Carolina Department of Employment and Workforce (SCDEW) implemented that 70% of newly enrolled individuals must be low income, to include public assistance recipients, or basic skills deficient.

Unlike WIA that invoked Priority of Service only when funds were limited, WIOA's Priority of Service is in place at all times.

For Dislocated Workers, Veterans are also given priority. Additionally, the Dislocated Worker program must meet one of the following:

1. An individual who has been terminated or laid off from employment, or received a notice of termination or layoff, and is eligible for, or has exhausted unemployment compensation, and is unlikely to return to previous occupation.
2. An individual who has been terminated or laid off from employment, or received a notice of termination or layoff, and has been employed for a duration sufficient to demonstrate attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings.
3. An individual who has been terminated from employment as a result of permanent closure of a plant or facility.
4. An individual who is employed at a facility that has made a general announcement that the facility will close within 180 days.
5. An individual who is self-employed, but is unemployed as a result of general economic conditions or

- a natural disaster.
6. An individual who qualifies as a displaced homemaker.

#### **F. PARTICIPANT TIME AND ATTENDANCE**

Successful Proposers will be required to document a participant's time and attendance throughout the period the participant is receiving training or services. Participants abide by the attendance policy of the training provider. Time sheets must be signed by the participant and verified by the case management through the training provider and maintained in the participant file.

#### **G. PAYMENTS MADE ON BEHALF OF PARTICIPANTS**

Participants may be eligible to receive supportive service payments and/or needs-based payments. Successful Proposers will be required to ensure that there are checks and balances between the maintenance of timesheets and other source documents. Failure to fully document the basis for issuing any of the payments may result in disallowed costs. Any disallowed cost related to client services will be the responsibility of the grantee.

#### **H. INSURANCE FOR PARTICIPANTS**

The South Carolina Department of Employment and Workforce (SCDEW) will provide accident insurance coverage for WIOA participants participating in program activities including classroom training, work experience and limited internships. The successful Proposer will be required to provide general liability insurance certificate coverage and provide verification annually as part of the compliance documents.

## **PART III: COST CATEGORIES & RELATED SERVICES**

### **A. Cost Allocation Plans**

Cost allocation plans that reflect the allocation of costs to the Adult and Dislocated Worker cost pools are required of all Proposers. A cost allocation plan is a methodology for identifying and distributing any joint costs related to a program, as well as any costs to be allocated under plans of other organizational units which are to be included in the costs of federally-sponsored programs. You will notice the required budget forms for this RFP are not broken out by funding stream because allocations are unknown at this time. However, we are interested in your methodology for distributing cost by funding stream. The final contract will clearly identify Adult and Dislocated worker funds.

### **B. Sustainability**

The local boards are particularly interested in innovative approaches that show collaboration in addressing the holistic needs of the participants to be served. Special emphasis should be given to how the private sector will play a role in this initiative. The Proposer's connections to local employers and specific plans for addressing employers' needs and eliciting their investment in the system should be provided in the application. Proposers may choose to include a summary table of new initiatives that will be started with award of this grant to include projections of numbers of adults and dislocated workers that will be served each year and annual funding levels anticipated.

### **C. Reporting**

The successful Proposer will be required to submit monthly payment invoice by the 10<sup>th</sup> calendar day of each month. Appropriate supporting backup documentation for the payment must be attached to each submitted invoice. In addition the Annual financial closeout report will be due to the local Administrative office no later than August 15. It is expected that the proposer will have a financial tracking system to track obligations and expenditures on a real-time basis. This should include Direct services to participants (training vouchers, supportive services, etc.) as well.

In addition, the successful Proposer will abide by all data entry requirements of the South Carolina Works Online Services (SCWOS) Users Guide. Local board staff will provide training to the successful Proposer on the operation of this system in regards to eligibility determination, reporting requirements, SCWOS forms, intensive services, case notes, performance, follow-up, etc. upon request. Successful Proposers are expected to comply with all Federal, State and Local instructions and guidance.

The successful Proposer must be familiar with the new OMB Circular 2 CFR 200 and be prepared to comply with the OMB Circular revisions contained within.

### **D. Monitoring and Evaluation**

Successful Proposers will be required to develop internal monitoring procedures to ensure program operations are conducted in compliance with the WIOA and its Final Rules and Regulations.



## **PART IV: SPECIAL INSTRUCTIONS AND CONDITIONS**

### **A. AMENDMENTS**

If it becomes necessary to revise any part of the RFP(s), all amendments will be provided in writing to all Proposers. **Verbal comments or discussion relative to this solicitation cannot add, delete or modify any written provision. Any alteration must be in the form of a written amendment to all Proposers.**

### **B. CONTRACT TYPE**

The local boards will consider two types of contracts either Cost Reimbursement or Fixed Price/Performance Based, as described below:

1. Cost Reimbursement. A contract or grant with a line item budget based on all authorized and legitimate costs to be incurred by the contractor in carrying out the approved training activity. The contractor is reimbursed for actual expenses according to the approved line item budget.
2. Fixed Price/Performance Based. A fixed price contract is an agreement in which full or partial payment held until performance of clear outcomes occurs such as job placement and/or the attainment of six (6) month employment retention. Such a contract is negotiated based on submission of a line-item budget and definite benchmark payments in response to this RFP. Proposers submitting fixed price/performance based proposals must complete a line item budget and a proposed payment schedule or risk being declared non-responsive. The line item budget must show actual cost and must include profit when applicable. Profit is to be separately identified and shown in a designated line item as appropriate. All fixed price/performance based contracts will be negotiated based on the Proposer's proposed performance levels. Therefore, the Contractor will earn the full-negotiated fixed price only upon achievement of these levels.

Criteria for profit must be verified and validated by board staff. Criteria for profit may be used to evaluate the Proposer request for payment of profit. Payment of profit to the Proposer may be payable on a monthly, quarterly, mid-year or end of the year (close-out) basis. Criteria for profit may be negotiated with the selected Proposer.

### **C. MULTIPLE PROPOSALS**

Proposals must be submitted to provide services/activities in the ULWAP 4-county region. One service provider/operator will be awarded. We will not accept proposals for a portion of services.

### **D. COPIES TO BE SUBMITTED UNDER SEAL AND AUTHORIZED SIGNATURES.**

Each Proposer is to submit one (1) original and ten (10) total copies of their proposal. One with original signatures that is clearly stamped or marked with the word "ORIGINAL". Each copy of the proposal and all supporting documents should be unbound and 3 hole punched in a single volume. The name of the Proposer's organization, name of person submitting the proposal, type of proposal submitted, "Request for Proposal 24-17" and the RFP date must be typed or written on the envelope or wrapping containing the proposal. The pages of the proposal must be numbered and the font size should be at least 12 point.

## **E. REQUIRED SIGNATURE**

Each grant application must be signed by an official authorized to contractually bind the Proposer and commit to the provisions of the proposal. Unsigned proposals will be rejected. The proposal shall include a statement to the effect that the request is firm for a period of at least 90 days from the closing date for submission.

## **F. ADMINISTRATIVE FISCAL CAPABILITIES**

The Proposers administrative fiscal capabilities will be assessed by a review of the completion of the Proposers Response Package. Before contracts are finalized, local board representative(s) will complete a Pre-Award survey and may visit the offering entity to affirm certain items. Any discrepancies found will be brought to the attention of the review committee prior to contract finalization and may affect award of a contract.

In general, Proposers who are awarded a contract will be required to maintain records for a time period sufficient to cover federal administrative timelines.

## **G. DOCUMENTS REQUIRED OF SELECTED PROPOSERS**

Before contracts are finalized, selected applicants shall provide additional compliance information to Spartanburg County including: federal ID number; list of Board members, charter and bylaws; certification of signatory authority; banking arrangements; current fiscal statement and most recent audit; bonding agreement; indirect cost plan (if applicable); suspension and debarment certification; certification of a drug free work place; grievance procedures; and, staff, personnel and travel policies. Some of the items mentioned above must be submitted with the proposal.

A Proposal received by Spartanburg County is considered a public document under provisions of the South Carolina Freedom of Information Act (FOIA) unless it contains information that may clearly be considered accepted and excluded from disclosure according to State statute. All information that is to be considered confidential and/or proprietary must clearly be identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped as CONFIDENTIAL, in bold font of at least 12-point type, in the upper right hand corner of the page. The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or agents for its determination in this regard.

## **H. TIME FRAME**

All budgets submitted for activities under this RFP are to be for costs authorized under Public Law 113-128, Title I, in support of Adult, Dislocated Worker and One-Stop Operator Activities incurred between July 1, 2017 – June 30, 2018. No guarantee for availability of these funds is made at this time. The awarding agency's funding obligations under any agreement are contingent upon receipt of funds from the USDOL/State allocation within the awarding agency's total jurisdiction. The awarding agency is in no way obligated for any funds not received nor any decrease in funding required by allocation formulas.

## **I. INDIRECT COSTS**

All Proposers who include indirect costs in their application budget must have an indirect cost plan approved by their cognizant agency. However, this may be negotiated in the awarded budget based on final WIOA allocations for Program Year 2017.

## **J. DISCUSSION/NEGOTIATION**

By submission of a proposal, Proposers agree that during the period following issuance of a proposal and prior to final award of contract(s), the Proposer shall not discuss this proposal request with any party. All communication must be with Spartanburg County Procurement Director, Ms. Lisa Coleman. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of their proposals, and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers.

## **K. PROHIBITION OF GRATUITIES**

Proposers and their representatives as well as officials who review and make judgments on any award made as a result of this RFP are prohibited by South Carolina law as amended at Section 8-13-420 from making or accepting any compensation or promise of future employment to influence any action, vote, opinion, or judgment.

## **L. APPEAL/PROTEST POLICY**

Proposers who are aggrieved in connection with the solicitation or award of contract may protest in accordance with Spartanburg County Procurement Regulations. Protests shall be submitted in writing to the Procurement Office within seven (7) calendar days of the Intent to Award Notice.

NOTE: The appeal process is established to provide recourse for Proposers who think that their proposal did not receive proper consideration. Proposers entering an appeal should be prepared to document specific facts that put the aggrieved Proposer at a competitive disadvantage and document violation of specific sections(s) of the Act or Regulations. Proposers cannot appeal simply because they believe their program to be superior to any selected. Spartanburg County reserves the right to refuse to consider any appeal that does not identify specific procedural shortcomings.

## **M. PROPOSER'S RESPONSIBILITY**

All Proposers are responsible for understanding conditions relating to the scope and restrictions of work to be done as a result of this request. The failure of Proposers to acquaint themselves with instructions, conditions, and information relative to the RFP and its scope of work does not relieve them of any obligation with respect to this request or to the contract.

## **N. AFFIRMATIVE ACTION**

Proposers who are awarded contracts will comply with all Federal and State requirements concerning fair employment. As a condition to the award of financial assistance under WIOA, the grant applicant assures that it will comply with nondiscrimination and equal employment opportunity provisions of WIOA with respect to the operation of WIOA programs or activities.

## **O. OPTIONS TO EXTEND**

Based upon funding availability, the boards may extend a contract period of performance if it appears to be in the best interest of both boards and is agreeable with the contractor. If performance is satisfactory and grant administration is found to be in compliance with all program regulations, the Grant may be extended on a year-by-year basis for up to three additional years. The boards may adjust slot levels; number of participants served; and/or associated costs at any time during the contract period.

## **P. STAFF QUALIFICATIONS**

For each proposed staff position, the Proposer must provide education and experience requirements and performance standards that staff will be expected to meet. Proposers should address special computer and technological skills of staff persons that will be essential to efficient use and maintenance of the WIOA customer tracking system. The Proposer should provide information on WIOA-relevant workshops, conferences, seminars, professional organizations and/or other activities key staff members have participated in over the past two years to stay abreast of current and best practices in the employment and training field. For vacant staff positions, Proposers should attach a statement of their commitment to hire qualified staff and to ensure that staff will stay current and knowledgeable in all areas associated with their job responsibilities. If the staff person is known, a resume for that individual should be attached to the job description(s).

The ULWAP area is committed to continuous improvement and as such encourages staff development and training opportunities for professional staff. In addition to attendance at State and Regional conferences, the ULWAP area seeks to fill staff positions with highly qualified and certified individuals. Appropriate workforce professional certifications are available at a number of vendors. It is expected that case managers will be certified as Career Development Facilitators (CDF) or Certified Workforce Development Professionals (CWDP).

## **Q. AUDIT/MONITORING EXCEPTIONS**

No contracts will be finalized with approved Proposers who have outstanding audit resolutions and/or monitoring exceptions unless negotiations have been initiated and the board staff determines that a resolution is forthcoming. Funding under this RFP may be decreased by an amount equal to costs disallowed as a result of any prior financial and compliance audit, monitoring, or otherwise.

## **R. FORMAT FOR PROPOSAL**

Proposals are to be designed to provide the board with a straightforward presentation of the Proposer's ability to satisfy the requirements of this RFP. Proposers must address the technical and cost factors associated with the proposal. The proposal must, therefore, be prepared in accordance with the format outlined in the Evaluation Criteria, Technical Response Package and Budget Response Package. Elaborate brochures and other promotional materials are not desired.

## **S. ERRONEOUS PROPOSAL**

Correction or withdrawal by the Proposer of an inadvertently erroneous proposal, before proposal opening or withdrawal by the Proposer of an inadvertently erroneous proposal afterwards based on such mistakes, may be permitted. Each written request to correct or withdraw a Grant application must document the fact that the Proposer's error would cause him substantial loss.

## **T. PROPOSAL AND PRESENTATION COSTS**

The Proposer will bear all costs associated with the preparation and any oral presentation of the proposal. The boards will pay on behalf of its own employees and agents the cost of all reasonable travel and living expenses associated with evaluation visits to a Proposer's location (if deemed necessary).

## **U. PROPOSAL CONSTITUTES OFFER**

By submitting a proposal, the Proposer agrees to be governed by the terms and conditions as set forth in this document, in the Workforce Innovation and Opportunity Act and any changes in the WIOA Federal Regulations. Any proposal containing variations from the terms and conditions of this RFP, at the sole discretion of Spartanburg County, may be determined unresponsive. Any inconsistencies between the RFP and other contractual instruments shall be governed by the terms and conditions of the RFP, except where subsequent amendments to any award resulting from this RFP are specifically agreed to in writing by the parties to supersede any such provisions of this RFP.

## **V. LOCAL BOARD RIGHTS AND OBLIGATIONS**

The local boards reserve the right to select such Proposers which it deems appropriate and are not bound to accept any proposal based on price alone, further reserving the right to reject any and all proposals if it is deemed to be in the best interest of the ULWAP Area. The Greenville County Workforce Development Board, Upstate Workforce Board, Spartanburg County nor any agent thereof, on behalf of the ULWAP Area will be obligated in any way, by any Proposer's response, to this RFP.

## **W. SPECIFICATIONS MANDATORY**

In order to have an acceptable proposal, the Proposer shall meet all of the specification requirements set forth in Parts I-VI and the Budget Sheets of this RFP. By incorporating these specifications into the proposal the Proposer is agreeing to comply with them, subject to acceptance by Spartanburg County of any amendments submitted by the Proposer.

## **X. SUBCONTRACTS/SUBTIER AGREEMENTS**

If the Proposer plans to subcontract any activities or funds pursuant to an award, a copy of the proposed subcontract agreement must be attached as a part of the proposal. No part of a proposal (or subsequent contract) may be subcontracted without prior written approval by both boards. The Proposer in subcontracting of any of the services and/or activities hereunder expressly understands that in entering such subcontracts, Spartanburg County and Greenville County is in no way liable to the subcontractor.

## **Y. CONTRACT AWARD**

Contracts shall be awarded to responsive Proposer(s) whose proposal are determined to be most advantageous, taking into consideration the evaluation factors set forth hereinafter. However, the right is reserved to reject any and all proposals received, and in all cases Spartanburg County will be the sole judge as to whether a Proposer's proposal has or has not satisfactorily met the requirements of this RFP, as governed by the SC Consolidated Procurement Code and Regulations. Terms and conditions that are included in this RFP will be part of all Contracts awarded. Terms and Conditions may be subject to changes as a result of changes in (1) Federal or State Code and/or Regulations, (2) local policy or (3) administrative procedure. Notice will be mailed to Proposer, informing them of the success or lack thereof, of their proposal to receive an award.

## **Z. ADDITIONAL INFORMATION**

The following items do not need to be considered when making a proposal. These items have been purchased previously and will be available once the contract is awarded.

- Equipment/Furniture in SC Works Centers – desks, chairs, computers for staff, phone system and copier, meeting space/classroom furniture (conference tables, chairs, computer labs).
- Estimated funds for this project range between \$1,800,000.00 - \$2,700,000.00
- It is preferred that proposers designate 30% of the proposed budget towards training and supportive services.

## **ATTACHMENTS**

# **PROPOSER'S RESPONSE PACKAGE**

<b>SECTION 1</b>	<b>Evaluation Criteria</b>
<b>SECTION 2</b>	<b>Organization Experience and Financial Information</b>
<b>SECTION 3</b>	<b>Budget Response Package</b>

## **SECTION 1: EVALUATION CRITERIA**

### **Narrative Instructions**

In order to provide a clear vision of the program design and planned outcomes, please address all of the following in order:

- **Executive Summary** – a brief summary highlighting details (no more than 2 pages)
- **Main Purpose** – a mission statement or statement of intention
- **Goals/Objectives/Performance Outcomes** – Describe the recruitment process and plan to recruit while completing the service plan for WIOA participants. This should include the number of participants to be served and projected performance levels of performance.
- **Target Group(s)** – Identify any target groups and the number of each to be served.
- **Staffing Plan** – describe the range of activities to be performed by the staff. Include a job title and job description for each WIOA funded position proposed along with any minimum qualifications. If the identity of the staff member is known, please include his/her resume. If the position has no staff member identified, please note. It is imperative that the successful Proposer employ professional staff that is committed to staying current in all areas associated with his/her job responsibilities. Right of First Refusal to staff will be required for any Proposer during the contract negotiations.
- **Facilities** – It is expected that the program(s) operate within the SC Works Centers in the ULWAP area. At this time there are four - one located in each of the service counties. 2 of the centers are considered Comprehensive (Greenville and Spartanburg). The other 2 centers are considered affiliate sites (Cherokee and Union). Describe what activities will be provided in the Center(s).
- **Partnerships** – Describe any partnerships that will be used in the project. Who is involved? What are the roles and responsibilities of each partner? Include letters of support from the partners and any MOAs already in place. Describe how you will coordinate services and collaborate with the WIOA required partners and other added partners as appropriate.
- **Description of the Proposer** – What is the legal name of the organization, the legal status, and main purpose? How is the organization funded? Include an organizational chart showing lines of authority.
- **Experience** – Outline specific programs the organization has operated funding during the last three years that demonstrates experience in operating similar projects. Give program descriptions, funding sources, performance information and references. If the relevant experience has not occurred in the last three years, include the following:
  - number of years for each population
  - coordinated activities with schools, faith-based and/or community organizations, and business/employers operating those programs and your role with those partnerships
  - Data demonstrating past experience and performance for each population in the proposal
  - Reporting documents used in past experiences
  - Success indicators for previous experience
  - Location where the service was provided. Describe the accessibility, security, program requirements.
- **Administrative Capacity**- Describe the process the organization uses to capture and report information on program participants. What monitoring and evaluation of program operations and staff are routinely carried out?
- **Fiscal Capacity** – Describe the process used to capture and report fiscal information. What systems are in place to ensure fiscal accountability and appropriate expenditure of funds?
- **Subcontracts** – Are there plans to subcontract for services and activities within the proposal? If so, describe the nature of the subcontracts, the subcontractor, the services to be provided by subcontractor and the planned cost.
- **Program Description** – Describe the overall plan of service for any activity proposed. How will you



recruit? What will be the customer flow? Which services will you coordinate with partner resources and which will you provide directly? Describe how the activities will be provided. How will you address Career Pathways and focus on the priority clusters? How will you increase the number of industry recognized credentials within the clusters of training? How will you blend skills training with work-based learning? How will you address the focus on financial literacy services? Are you prepared to work with English language learners? How are you planning to provide One-Stop Operator Services?

### **Budget Instructions**

The Budget Summary is a summary of allowable cost objectives by line item. Each of the following worksheets is summarized on this worksheet to establish a project total.

The Staff Salaries, Fringe Benefit and Indirect Cost Worksheet present a detailed cost of individual allowable costs by line item. This sheet details the number of staff positions by job title or staff member, associated fringe benefits and indirect cost fee for the project.

Profit Sheet (if applicable) details what items profit is charged on and provides a summary of how profit is figured.

## **PART 2: EVALUATION CRITERIA**

The local boards will identify one eligible provider of Adult, Dislocated Worker activities and One-Stop Operator in the local area by awarding grants or contracts on a competitive basis and in consideration of recommendations of the review committee.

The proposal review committee will evaluate the project proposals received based on the evaluation criteria included in this solicitation. Proposals receiving the minimum score to be considered (70) will be discussed by the review committee to determine best fit for the area's need in regard to service area, program elements to be provided and budgetary concerns. The committee will make a recommendation of funding to the Upstate Workforce Board as well as the Greenville County Workforce Development Board. The Boards will take action on the Committee's recommendation. It is at the sole discretion of the Upstate and Greenville Workforce Boards which proposal(s), if any, may be selected. It is expected that there will be a sole provider for all services in all four counties.

The criteria that will be used to evaluate proposals are below with respective point values. An application must achieve an aggregate score of 70 to be considered for funding.

**A. Program Effectiveness**

**Weight 30**

1. Are the target groups clearly identified? Does the Proposer identify recruitment strategies?
2. Is there a clear description of the scope of the program?
3. Does the Proposer intend to operate within the SC Works Centers? Are additional satellite locations necessary?
4. Does the proposal describe partners that will be used? Are the roles clearly defined? Are there letters of support included?
5. If the proposal includes subcontracts, are the agreements fully described?
6. Does the organization have the ability to provide or arrange appropriate supportive services or financial assistance in accordance with the service strategy?
7. How does the Proposer plan to provide services? Does the Proposer have a plan for monitoring project success? Participant/Center success?
8. Does the proposal present a logical plan for participants transitioning to the new provider and continuing his/her employment plan?
9. Does the proposal show effective strategies for providing participants a sustainable career and not remedial unsustainable jobs?
10. Does the proposal include utilization of labor market information and career pathway information to drive training priorities? Does the proposal address sector strategies?
11. Does the proposal include a strong follow-up component to ensure success for participants after exit?

**B. Performance (Demonstrated/Projected)**

**Weight 20**

1. Has the Proposer clearly outlined the goals and objectives of the program? Are the outcomes acceptable?
2. Did the Proposer demonstrate understanding of benchmark goals as indicators of the program objectives? Did the Proposer include goals to monitor the success of the project?
3. Does the Proposer have successful experience in serving the eligible population with services related to education and employment goals?
4. If the Proposer is a current provider, is the current grant successful in terms of performance outcomes and/or monitoring visits?

**C. Proposer's Qualifications**

**Weight 20**

1. Does the Proposer have the organizational structure to administer the proposed project?
2. Does the Proposer meet the WIOA requirements to bid on the proposed project?
3. Does the Proposer have the background and experience in providing training services of a local community?
4. Does the proposal include an organizational chart and job descriptions for all budgeted staff?
5. Does the proposed staff have appropriate experience to provide the services of the project? If positions are vacant, does the proposal demonstrate an ability to recruit professional staff to operate the project on the proposed timeline?

**D. Fiscal Responsibility**

**Weight 20**

1. Has the Proposer demonstrated ability to safeguard federal funds? Could the Proposer repay disallowed costs if disallowances are made during the monitoring of the grant?

2. Does the Proposer have a history not characterized by fraud and/or criminal activity of a significant nature? Has the Proposer not had a history of failure to comply with audit, monitoring, or reporting requirements?
3. For Fixed Price – Performance Based proposals, does the proposed payment schedule reflect payment based on achievement of recognized performance goals that are documented?
4. Are the costs reasonable for the activities to be provided and performance outcomes to be achieved?
5. Is the budget detailed and accompanied by a budget narrative?

<b>E. General Responsiveness</b>	<b>Weight 10</b>
----------------------------------	------------------

1. Does the application demonstrate an understanding of information requested and conform to the requirements of the RFP?
2. Does the proposal demonstrate an understanding of the guiding principles of WIOA?
3. Is the response complete with the items requested?
4. Is there internal consistency of data presented?
5. Is the Executive Summary clear and concise?

**SECTION TWO**  
**APPLICANT'S ORGANIZATION, EXPERIENCE AND FINANCIAL INFORMATION**

Information regarding the following items shall be furnished in sufficient detail to allow a full and complete business evaluation. If a question is not applicable or the answer is none, it should be annotated as such.

- A. Name of Agency** or organization, phone number and mailing address. If a non-governmental agency, provide the name under which you are incorporated.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone No.

- B. Description of Method and System of Accumulating Costs** under Government Contract subject to Audit.

1. Has your Accounting System been approved by any Government Agency?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, name and location of Government Agency:

2. Cost Accounting System (General Description):

3. What was your overhead rate for your last completed fiscal year?

4. Has your indirect cost rate(s) been evaluated and accepted as current proposing rates by any Government Agency? Yes \_\_\_ No \_\_\_

5. Provide a general description of purchasing procedures used, including comments on selection of sources, treatment of purchase discounts, and make or buy policy should be provided.

- C. Does your company have all the necessary personnel, experience, and equipment to perform the work required or the resources to obtain such work and is your agency prepared to perform and complete the contract within the prescribed time frame? Make a definite statement:**

#### **D. Organization's Structure and Experience**

1. **Organizational Chart.** **ATTACH** a current organizational chart that outlines administration of proposed project. Include lines of authority and supervision for program operation.
  - a. After the award of a contract, all suitable employment openings must be listed with the local office of the S.C. Department of Employment and Workforce.
  - b. Changes in the approved listing of key staff represent a contract modification and should not be made without prior notification to the ULWAP Administrative staff. Notification must be submitted in writing to ULWAP Administrative staff prior to any staffing changes.

## **SECTION THREE**

### **BUDGET RESPONSE PACKAGE**

**Use Microsoft EXCEL budget sheets  
provided as an attachment to this RFP.**

## Exhibit B

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### INSTRUCTIONS TO PROPOSERS

1. Enter Proposer's name on any specifications or descriptive papers submitted with this Proposal.
  2. Show trade name or brand of any article included in the specifications.
  3. When required, furnish samples, free of expense, prior to the Proposal opening. Label each sample with Proposer's name and the item number. Should you wish samples returned, at your expense, when not destroyed in tests, please indicate such in writing at the time of submission of the sample.
  4. Proposals must be submitted on this form. Proposals made otherwise will be subject to rejection.
  5. Lump sum proposal price must include the amount of **ALL FEES** charged by Proposer. Proposals that do not include all fees will be rejected.
  6. Lump sum proposal price must include the amount of **ALL TAXES**, including any South Carolina state sales tax and any use tax which may be owed by Spartanburg County as a result of this Proposal. Proposals which do not include all taxes will be rejected.
  7. Lump sum proposal price must include **ALL COSTS OF TRANSPORTATION AND DELIVERY** to the required destination. Proposals which do not include all costs of transportation and delivery will be rejected.
  8. This Proposal is subject to the Spartanburg County Procurement Ordinance, this Request for Proposal (RFP) and the attached County contract.
  9. If someone other than an officer of the corporation/company will be signing the contract, a corporate/company resolution **MUST** be attached to the proposal authorizing the individual to sign. Proposals that do not include a corporate/company resolution, when required, will be subject to rejection.
  10. This RFP provides basic information regarding the County's requirements. Items that are not specifically requested in this RFP, but are necessary to provide the goods/services requested, must be included in the Lump Sum Proposal Price.
-



## PROPOSAL FOR RFP # 24-17

### UPCOUNTRY LOCAL WORKFORCE AREA PARTNERSHIP (ULWAP) ADULT, DISLOCATED WORKER TRAINING ACTIVITIES AND ONE-STOP OPERATOR

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Proposer has examined this Request for Proposal, the Advertisement for this Request for Proposal, and the following Addenda (receipt of which is hereby acknowledged):

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

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Printed Name)

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

Date: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

☐ Check box if corporate/company resolution attached (See Instruction 9 above).

---

**Addenda Number:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Addenda Number:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Addenda Number:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Addenda Number:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Exhibit C**

**Sample of Corporate / Company Resolution**

**A RESOLUTION**

FOR THE PURPOSE OF AUTHORIZING \_\_\_\_\_ TO EXECUTE AN  
CONTRACT WITH SPARTANBURG COUNTY

**WHEREAS,** \_\_\_\_\_ will or has submitted a bid/proposal to Spartanburg  
County for the purpose of providing goods or services; and

**WHEREAS,** \_\_\_\_\_ may be or has been awarded a contract to provide good  
or services to Spartanburg County; and

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors (or other appropriate  
governing body) of \_\_\_\_\_ does hereby approve and authorize  
\_\_\_\_\_ (Name of Individual) to execute a contract with Spartanburg County in an amount  
not to exceed \$ \_\_\_\_\_.

**ADOPTED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[INSERT NAME OF ORGANIZATION]

ATTESTED

\_\_\_\_\_

By: \_\_\_\_\_ (signature)

\_\_\_\_\_ (printed name)

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

## **Exhibit D**

### **EVALUATION / AWARD CRITERIA**

Note: The proposals will be publicly opened. Only the names of the proposers and prices will be disclosed at the opening. Contents of the proposal shall not be disclosed during the evaluation or negotiation phases. Proposals shall be available for public inspection after award of the agreement. Proposals must be clearly marked "*CONFIDENTIAL*" for each part of the proposal that is considered to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976, *as amended* ("South Carolina Freedom of Information Act"). If any part is designated as "*CONFIDENTIAL*", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. The County reserves the right to determine whether this information should be exempt from disclosure.

Spartanburg County shall evaluate each written proposal, determine whether oral discussions are necessary, then based on the content of the written proposal and any oral discussion, select the proposer best qualified for the project and which is most advantageous to Spartanburg County, based on the following factors listed below. Proposers must achieve an aggregate score of 70 or above to be considered for funding.

- Program Effectiveness: 30%
- Performance (Demonstrated/Projected): 20%
- Proposer's Qualifications: 20%
- Fiscal Responsibility: 20%
- General Responsiveness: 10%

Details of the Evaluation Criteria are included on pages 34-36 of this RFP.

Spartanburg County reserves the right to accept and/or reject any and all proposals received as a result of this request, and to negotiate with any and all qualified proposers. An award resulting from this request shall be made to the responsive and responsible proposer whose proposal is determined to be in the best interests of Spartanburg County, taking into consideration the cost and the evaluation factors set forth herein. Spartanburg County will be the sole judge as to whether a proposal has satisfactorily met the requirements of this request for proposal.

*Representatives of Spartanburg County will evaluate individual proposals. Any proposer determined to be technically unqualified, or whose proposal is deemed unresponsive, will not be considered further. Any proposer that has demonstrated poor performance during either a current or previous agreement with Spartanburg County may be considered as an unqualified source and their proposal may be rejected. Spartanburg County reserves the right to exercise this option as is deemed proper or necessary.*

Exhibit E

**Spartanburg County**  
Proposer's Fraud Acknowledgement Form

<b>RFP No: 24-17</b>
<b>Proposal Name: Upcountry Local Workforce Area Partnership (ULWAP) Adult, Dislocated Worker Training Activities and One-Stop Operator</b>
<b>Proposer Information:</b>
Proposer: _____
Address: _____
City, State, Zip: _____
Contact: _____
Telephone: _____
Email: _____

The signature below acknowledges that I am aware of and have read the Spartanburg County Fraud Policy adopted by Spartanburg County Council on July 18, 2005. As a Proposer engaged in a business relationship with Spartanburg County, I understand that I am responsible for aiding in the protection against fraudulent acts (which are defined in the Fraud Policy) by complying with all aspects of the Fraud Policy.

\_\_\_\_\_  
(Name of Corporation or Entity)

By: \_\_\_\_\_ (Signature)  
\_\_\_\_\_  
(Print name)

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

Date: \_\_\_\_\_

Copies of Spartanburg County's Fraud Policy can be obtained as follows:

1. Spartanburg County's website at [www.spartanburgcounty.org](http://www.spartanburgcounty.org) under the link to Auditor/Internal.
2. Request a copy from the Internal Auditor at 864-596-3538.

## Exhibit F

### DRUG FREE WORKPLACE ACT STATEMENT

The undersigned hereby certifies on behalf of the company listed below that it is in full compliance with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, Paragraph 47 and the Drug-Free Workplace Act of 1988 (Public Law 100-690, title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702) and Department of Commerce implementing regulations published at 15 CFR Part 29, "Government-wide Requirements for Drug-Free Workplace (Financial Assistance)" (published in the Federal Register on November 23, 2003, 68 FR 66534).

\_\_\_\_\_  
(Name of Corporation or Entity)

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_  
(Print name)

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

Date: \_\_\_\_\_

# Exhibit G

## EXAMPLE OF CERTIFICATE OF INSURANCE

ACORD, CERTIFICATE OF LIABILITY INSURANCE		DATE MM/DD/YYYY			
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED					
INSURERS AFFORDING COVERAGE		NAIC #			
INSURER 1					
INSURER 2					
INSURER 3					
INSURER 4					
INSURER 5					
COVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE FULLY ASSUMED THE LIABILITY ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSURANCE TO ISSUED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIM MADE OCCUR FIRST AGGREGATE LIMIT APPLICABLE POLICY PERIOD				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (including contents) \$ 1,000,000 MED EXP (incl. legal fees) \$ PERSONAL & ADVERTISING \$ GENERAL AGGREGATE \$ PRODUCTS COMPLETION \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS NON-OWNED AUTOS				UNINSURED MOTORIST (Bodily Injury) \$ 1,000,000 BODILY INJURY (Passenger) \$ BODILY INJURY (Property Damage) \$ PROPERTY DAMAGE (Property) \$
	WAREHOUSE LIABILITY ANY AUTO				AUTO ONLY - EX AGGREGATE \$ OTHER THAN AUTO ONLY - EX AGGREGATE \$
	EXCESS UMBRELLA LIABILITY POLICY PERIOD DEFINITION DEFINITION				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPERTY OR PARTIES EXECUTIVE OFFICER/EMPLOYEE EXCLUDED OTHER PROVISIONS IN POLICY OTHER				<input checked="" type="checkbox"/> ALL STATES E. RADIATION \$ 500,000 E. DISEASE - EA EMPLOYEE \$ 500,000 DISEASE - POLICY LIMIT \$ 500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS					
SPARTANBURG COUNTY IS LISTED AS AN ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY FOR WORK PERFORMED FOR THEM BY THE NAME INSURED. WORKERS' COMPENSATION POLICIES ARE TO BE ENDORSED TO INCLUDE A WAIVER OF SUBROGATION IN FAVOR OF THE COUNTY, ITS OFFICERS, OFFICIALS, EMPLOYEES AND AGENTS.					
CERTIFICATE HOLDER		CANCELLATION			
SPARTANBURG COUNTY 366 N. CHURCH STREET SPARTANBURG, SC 29303		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE			

ACORD 25 (2001/08)

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## Exhibit H

### EXISTENCE OF SUBCONTRACTORS FORM

Will you subcontract any part of this Work? Yes \_\_\_\_ No \_\_\_\_ If so, please list the names, addresses and licenses of the subcontractors to be used for the portions of the work listed below.

1. SUBCONTRACTOR NAME \_\_\_\_\_  
SUBCONTRACTOR DUTY \_\_\_\_\_  
TYPE OF LICENSE: \_\_\_\_\_  
(Attach copy of subcontractor license)
  
2. SUBCONTRACTOR NAME \_\_\_\_\_  
SUBCONTRACTOR DUTY \_\_\_\_\_  
TYPE OF LICENSE: \_\_\_\_\_  
(Attach copy of subcontractor license)
  
3. SUBCONTRACTOR NAME \_\_\_\_\_  
SUBCONTRACTOR DUTY \_\_\_\_\_  
TYPE OF LICENSE: \_\_\_\_\_  
(Attach copy of subcontractor license)
  
4. SUBCONTRACTOR NAME \_\_\_\_\_  
SUBCONTRACTOR DUTY \_\_\_\_\_  
TYPE OF LICENSE: \_\_\_\_\_  
(Attach copy of subcontractor license)

## Exhibit I

### EXPERIENCE/ REFERENCES

List five jobs, similar in size, completed by Proposer. List dollar amount, brief description reference name and phone number for each job.

- a.     Name of Project: \_\_\_\_\_  
         Owner/Engineer: \_\_\_\_\_  
         Telephone No.: \_\_\_\_\_  
         Address: \_\_\_\_\_  
         Date Started: \_\_\_\_\_ Date Completed: \_\_\_\_\_  
         Value of Contract: \_\_\_\_\_  
         Project Description: \_\_\_\_\_
- b:     Name of Project: \_\_\_\_\_  
         Owner/Engineer: \_\_\_\_\_  
         Telephone No.: \_\_\_\_\_  
         Address: \_\_\_\_\_  
         Date Started: \_\_\_\_\_ Date Completed: \_\_\_\_\_  
         Value of Contract: \_\_\_\_\_  
         Project Description: \_\_\_\_\_
- c:     Name of Project: \_\_\_\_\_  
         Owner/Engineer: \_\_\_\_\_  
         Telephone No.: \_\_\_\_\_  
         Address: \_\_\_\_\_  
         Date Started: \_\_\_\_\_ Date Completed: \_\_\_\_\_  
         Value of Contract: \_\_\_\_\_  
         Project Description: \_\_\_\_\_



d. Name of Project: \_\_\_\_\_  
Owner/Engineer: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date Started: \_\_\_\_\_ Date Completed: \_\_\_\_\_  
Value of Contract: \_\_\_\_\_  
Project Description: \_\_\_\_\_

e. Name of Project: \_\_\_\_\_  
Owner/Engineer: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date Started: \_\_\_\_\_ Date Completed: \_\_\_\_\_  
Value of Contract: \_\_\_\_\_  
Project Description: \_\_\_\_\_



**Exhibit J**  
**County Of Spartanburg, SC**  
**VENDOR LIST APPLICATION**

**FOR OFFICE USE  
ONLY:**

VEN #: \_\_\_\_\_

Company Name: \_\_\_\_\_  
(MUST MATCH THE NAME THAT WILL APPEAR ON INVOICES & W-9 SUBMITTED FOR PAYMENT)

Mailing Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Payment Remittance Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_ Extension: \_\_\_\_\_

Fax No. (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_ : E-Mail: \_\_\_\_\_

Federal Tax ID number: \_\_\_\_\_ Is this a personal Social Security #? yes \_\_\_\_\_ no \_\_\_\_\_

(NOTE – A completed W-9 Form must be returned with this application)

Is this a Corporation? Yes \_\_\_\_\_ No \_\_\_\_\_ Small Business? Yes \_\_\_\_\_ No \_\_\_\_\_ Owned by- Male \_\_\_\_\_ or Female \_\_\_\_\_

Physical Presence in S.C.? Yes \_\_\_\_\_ No \_\_\_\_\_ Method of Delivery: \_\_\_\_\_ UPS \_\_\_\_\_ FedEx \_\_\_\_\_ Other \_\_\_\_\_

SC Retail License \_\_\_\_\_, or SC Sales Tax \_\_\_\_\_, or SC Use Tax \_\_\_\_\_ Number \_\_\_\_\_

Minority Vendor? Yes \_\_\_\_\_ No \_\_\_\_\_ (If yes, attach Certification Certificate.)

**CATEGORY FOR SERVICES OFFERED (CHECK ALL THAT APPLY)**

Architecture/Engineering <input type="checkbox"/>	Environmental Services <input type="checkbox"/>	Maintenance Repair <input type="checkbox"/>
Auto – Parts/Repairs/Body Shop <input type="checkbox"/>	Equipment Rental <input type="checkbox"/>	Medical Supplies <input type="checkbox"/>
Clothing/Uniforms <input type="checkbox"/>	Inmate Services <input type="checkbox"/>	Printing <input type="checkbox"/>
Construction - Major <input type="checkbox"/>	Information Technologies <input type="checkbox"/>	Safety <input type="checkbox"/>
Construction – Minor <input type="checkbox"/>	Landscaping <input type="checkbox"/>	Tele Communications <input type="checkbox"/>
Copier/Printer Equipment <input type="checkbox"/>	Law Enforcement <input type="checkbox"/>	Trade Contractors – HVAC/Plumbing/Electrical <input type="checkbox"/>
Other (not listed) <input type="checkbox"/>	{describe} _____	

Provide a brief commodity/service description of your business: \_\_\_\_\_

**NOTE:** Placement on the bidders list is a service provided for your convenience. Inclusion is not a binding assurance of future solicitation. To insure bid participation, check our official website at [www.spartanburgcounty.org](http://www.spartanburgcounty.org) to review posted projects that may be of interest to you.

**INSURANCE:** General Liability & Worker's Compensation coverage is required for vendors that perform work for Spartanburg County. If not required by South Carolina State Law to have Worker's Comp, a waiver must be submitted.

Return this completed form and W-9 to:

Mail: Spartanburg County, Purchasing Department, PO Box 5666, Spartanburg, SC 29304 or Fax: 864-596-2297

**ALL PURCHASES MUST BE MADE WITH SIGNED PURCHASE ORDER PRIOR TO AN ORDER BEING PLACED**

# Exhibit K

<b>Form W-9</b> (Rev. December 2014) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	<b>Give Form to the requester. Do not send to the IRS.</b>
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Print or type  
See specific instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
2 Business name/disregarded entity name, if different from above
3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <div style="display: flex; justify-content: space-between; font-size: small;"> <div> <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶  <input type="checkbox"/> Other (see instructions) ▶             </div> <div> <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate             </div> </div> <p style="font-size: x-small;">Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</p>
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)
6 City, state, and ZIP code
7 List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**  
 Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.  
  
 Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number  

-

-

OR  

Employer identification number  

-

**Part II Certification**  
 Under penalties of perjury, I certify that:
 

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments more than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**  

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/w9](http://www.irs.gov/w9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Exhibit L



**SPARTANBURG COUNTY  
WORKERS' COMPENSATION  
STATEMENT OF INDEPENDENT CONTRACTOR**

I, \_\_\_\_\_, ( \_\_\_\_\_ ) owner of  
(Name of Contractor) (Federal ID# or SSN)  
\_\_\_\_\_, (Name of Business) hereby make the following statement about  
my relationship with Spartanburg County:

1. I employ three or fewer people and I understand that I am not required by state law to carry workers' compensation insurance.
2. I have agreed to perform certain contract work for Spartanburg County. That work is:  
\_\_\_\_\_  
(Brief description of work you are contracted to do)  
When I complete the work, I will then expect to be paid \_\_\_\_\_  
(Amount) in a lump sum. Neither I, nor my employees, will be paid by Spartanburg County on an hourly basis.
3. To the extent that I need equipment or supplies to perform the work I have been contracted to do, I have my own equipment and supplies that I will use to perform the work. I will not use any equipment or supplies owned by Spartanburg County.
4. I will start and stop work and perform the work according to my own methods, means, plans and desires. I will not be supervised or instructed on how or when to perform the work. As long as I complete the work in a workman-like manner and to the satisfaction of Spartanburg County by the agreed time, I can and will do the work when I desire and in the manner I desire. I also understand that if I do not perform to the level of expectation or in a timely manner, that failure will be a breach of contract. I cannot be "fired" because I am not an employee.
5. I do not expect Spartanburg County to withhold any amount that is due me to pay for state or federal income taxes, Social Security contributions, or Employment Security or Workers' Compensation premiums. I expect to receive a 1099 from Spartanburg County at the end of the year showing the amount I received this year from my contract work.
6. When I complete the work that I have agreed to do and receive the payment to which I am entitled, according to the contract, which will terminate my working relationship with Spartanburg County on this contract.
7. My employees and I are not entitled to workers' compensation benefits under Spartanburg County Workers' Compensation coverage.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **Exhibit M**

### **SPARTANBURG COUNTY CONTRACT FOR GOODS AND SERVICES**

THIS CONTRACT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between SPARTANBURG COUNTY, a political subdivision of the State of South Carolina, hereinafter referred to as the "COUNTY"; and, \_\_\_\_\_, hereinafter referred to as "CONTRACTOR".

NOW THEREFORE FOR AND IN CONSIDERATION of the mutual promises stated in this Agreement, the COUNTY and CONTRACTOR agree as follows:

#### **ARTICLE 1 - CONTRACT DOCUMENTS:**

1.1. The documents listed in Section 1.2 of this Article shall constitute the contract documents. These contract documents shall represent the entire agreement and understanding between the parties. All other statements, discussions and negotiations, whether oral or written, are hereby merged into these contract documents. Any oral or written understanding not incorporated in these contract documents is not binding on any of the parties. The contract documents are presented in descending order of priority with the first document listed being of the highest priority and governing over subsequently listed documents, in case of conflict or ambiguity.

1.2. The Contract Documents consist of:

1. Spartanburg County Contract for Goods and Services;
2. [Addenda or Addendum \_\_ to RFP # \_\_\_\_ (attached hereto as Exhibit A and incorporated herein by reference);]
3. Request for Proposal Number ("RFP") # \_\_\_\_ (attached hereto as Exhibit B and incorporated herein by reference); and
4. Proposal in response to RFP # \_\_\_\_ submitted by the CONTRACTOR (attached hereto as Exhibit C and incorporated herein by reference).

Collectively, these materials shall comprise the "CONTRACT DOCUMENTS."

1.3. It is the intent of the CONTRACT DOCUMENTS to describe a functionally complete whole contract to be constructed in strict accordance with the CONTRACT DOCUMENTS. Any labor, services, documentation, materials, or equipment that may reasonably be inferred from the CONTRACT DOCUMENTS or from prevailing custom or trade usage as being required to produce the intended result shall be provided by the CONTRACTOR whether or not specifically called for without increase in the Contract Price or Contract Period, as described in Articles 3 and 4 below.

1.4. MODIFICATION / CHANGE ORDERS. Any change orders, alteration, amendments or other modifications hereunder shall not be effective unless reduced to writing, signed by the County Administrator and CONTRACTOR, and executed with the same formality as this contract.

## **ARTICLE 2 – SCOPE OF SERVICES:**

2.1 COUNTY has employed CONTRACTOR to provide services for the Upcountry Local Workforce Area Partnership (ULWAP) Adult, Dislocated Worker Training Activities and One-Stop Operator.

2.2 These services to be provided by CONTRACTOR are set forth more fully in the CONTRACT DOCUMENTS.

## **ARTICLE 3 – CONTRACT PERIOD**

3.1. NOTICE TO PROCEED. This Agreement shall begin on the effective date of the Notice to Proceed. In compliance with Request for Proposal and subject to all conditions, thereof, the undersigned offers and agrees, to furnish the services and/or complete the installation of all items for the base Proposal and all Proposal voluntary adds, at the prices as set forth, within \_\_\_\_\_ days after fax or electronic receipt of purchase order.

3.2. FORCE MAJEURE. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, industry wide material shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, pandemic flu, acts of God, war, governmental action and labor conditions. In the case of an industry wide material shortage the CONTRACTOR shall provide to the County within 24 hours of CONTRACTOR's determination that there exists an industry wide material shortage, the following in order for the COUNTY, or its authorized representative, to concur that there is an industry wide shortage of the specific material so identified by CONTRACTOR: 1) A written description of the specific material alleged to be in short supply; 2) a written list of all manufacturers, wholesalers, suppliers and/or retailers from which CONTRACTOR has attempted to obtain, and/or contracted to obtain, said material; 3) a written description detailing all actions taken by CONTRACTOR to obtain said materials; 4) a written statement, signed by an authorized representative of CONTRACTOR, that CONTRACTOR has used due diligence to secure said materials in the most expeditious manner; and 5) a written time frame in which CONTRACTOR anticipates that it will obtain said materials.

## **ARTICLE 4 - CONTRACT PRICE AND TERMS OF PAYMENT:**

4.1. APPROPRIATION / NON-APPROPRIATION. The COUNTY shall pay for these services out of appropriated funds. It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

4.2. CONTRACT PRICE. The COUNTY agrees to pay a total contract price that shall not exceed \_\_\_\_\_ (\$\_\_\_\_\_).

4.3. PAYMENT TERMS. Payments shall occur as follows:

CONTRACTOR will submit invoices to COUNTY, which shall include a detailed listing of charges and a final bill upon completion of services. Within ten (10) business days of receipt of an invoice COUNTY shall notify CONTRACTOR of any dispute with the invoice and CONTRACTOR, upon such notice, shall provide to COUNTY back-up data supporting the invoice. COUNTY and CONTRACTOR will, thereafter, promptly resolve any disputed items.

Payment on undisputed invoice amounts is due upon receipt of the invoice by COUNTY and is past due thirty (30) days from the date the invoice is received. If payment remains past due sixty (60) days from the date the invoice is received by the COUNTY, then CONTRACTOR shall have the right to either suspend all services provided pursuant to this Agreement, without prejudice, or terminate this Agreement in accordance with the provisions of Article 8. No deposit nor advance sums shall be paid. NO INTEREST OR OTHER LATE PENALTIES SHALL ACCRUE ON LATE PAYMENTS.

#### **ARTICLE 5 - INDEMNIFICATION.**

CONTRACTOR agrees to save, defend, indemnify and keep harmless the COUNTY and all COUNTY officers, agents and employees from and against any loss, damage, claim, injury, fines, penalties, costs, including court costs, attorney's fees, charges, liability and exposure, however caused, arising from any negligent acts or omissions by CONTRACTOR, its agents, staff, consultants and contractors employed by it, in the performance or non-performance of the terms under this Agreement. CONTRACTOR shall not be responsible for any loss, damage, or liability to the extent arising from acts of the COUNTY, its agents, staff, and other consultants employed by it. This section shall survive the termination of this Agreement.

#### **ARTICLE 6 - RIGHTS AND RESPONSIBILITIES OF CONTRACTOR:**

6.1. NON-DISCRIMINATION. During the performance of this Agreement, CONTRACTOR agrees that:

1. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of CONTRACTOR; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth non-discrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement; and
2. It will include the provisions of the foregoing paragraph in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

6.2. DRUG FREE WORKPLACE. During the performance of this Agreement, the CONTRACTOR agrees to comply with Section 44-107-30 of the South Carolina Code of Laws, 1976 as amended.

6.3. ILLEGAL IMMIGRATION REFORM ACT. The CONTRACTOR providing goods or services to the COUNTY under this Agreement represents and warrants to the COUNTY that it is in compliance with Section 8-14-10 *et seq.* of the South Carolina Code of Laws, 1976 as amended, or that this law is inapplicable to CONTRACTOR and its subcontractors. This is required of all CONTRACTORS and subcontractors.

6.4. COMPLIANCE WITH APPLICABLE LAWS. The CONTRACTOR providing goods or services to the COUNTY under this Agreement represents and warrants to the COUNTY that it is in compliance with federal, state and local laws and regulations applicable to the performance of the services procured.

6.5. SOUTH CAROLINA ETHICS ACT. The CONTRACTOR providing goods or services to the COUNTY under this Agreement represents and warrants to the COUNTY that it is in full compliance with the South Carolina State Ethics, Government Accountability and Campaign Reform Act, codified as Sections 8-13-100 through 8-15-1520, of the South Carolina Code of Laws, 1976 as amended.

6.6. SAFETY AND HEALTH. The CONTRACTOR providing goods or services to the COUNTY under this Agreement represents and warrants to the COUNTY that the Contractor's safety, health and security programs shall be in compliance with all regulatory requirements and shall furnish, upon request, accident, incident, injury, and other records and reports required by Federal or State law or as required by the COUNTY.

6.7. COMPLIANCE WITH CODES AND STANDARDS. CONTRACTOR's professional services shall incorporate those federal, state and local laws, regulations, codes and standards that are applicable at the time CONTRACTOR rendered its services. CONTRACTOR shall not be responsible for any claim or liability for injury or loss allegedly arising from CONTRACTOR's failure to abide by federal, state or local laws, regulations, codes and standards that were not in effect or publicly announced at the time CONTRACTOR rendered its services.

6.8. AUDIT. The CONTRACTOR hereby agrees to retain all books, records, and other documents relative to this engagement for five (5) years after final payment for services. Spartanburg County Government, its authorized agents, and agents of the State and federal government shall have full access to documents and the right to examine any materials during the said period.

6.9. LITIGATION. CONTRACTOR agrees to produce documents, witnesses and/or general assistance to any litigation, arbitration or mediation involving the COUNTY, if the COUNTY requests such documents, witnesses and/or general assistance. The COUNTY shall reimburse CONTRACTOR for all direct expenses incurred and time according to CONTRACTOR's rate schedule as of the date of the execution of this Agreement.

6.10. CONFIDENTIALITY. CONTRACTOR will maintain as confidential any documents or information provided by the COUNTY and will not release, distribute or publish same to any third party without prior written permission from the COUNTY, unless compelled by law or order of a court or regulatory body of competent jurisdiction. CONTRACTOR shall provide written notice to the COUNTY in sufficient time to allow the COUNTY to intervene as necessary.

6.11. PUBLIC RESPONSIBILITY. The COUNTY has a duty to conform to applicable codes, standards, regulations and ordinances with regard to public health and safety. CONTRACTOR will at all times alert the COUNTY to any matter of which Contractor becomes aware and believes requires the COUNTY to issue a notice or report to certain public officials, or to otherwise conform with applicable codes, standards, regulations or ordinances.



6.12. SUBCONTRACTOR INSURANCE. The CONTRACTOR shall agree to cause each subcontractor employed by CONTRACTOR to purchase and maintain insurance of the type specified herein, unless the CONTRACTOR'S insurance provides coverage on behalf of the subcontractor. Evidence of subcontractor insurance shall be made available to the County upon request of the County.

#### **ARTICLE 7 – RIGHTS AND RESPONSIBILITIES OF COUNTY:**

7.1. DEFAULT. In case of default by the CONTRACTOR for failure to deliver or perform in accordance with the Contract specifications or terms and conditions and CONTRACTOR's failure to cure the default within thirty (30) calendar days of CONTRACTOR's receipt of notice from the COUNTY of the default, the COUNTY may procure the articles or services from other sources and hold the defaulting CONTRACTOR responsible for any resulting additional purchase and administrative costs, in addition to recovery of fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs. If the completion of the contract work results in increased costs to the COUNTY, a letter will be sent to the defaulting CONTRACTOR requiring payment for these costs. The CONTRACTOR will be removed from future bidding until the payment has occurred. Provided further, that the COUNTY reserves the right to debar CONTRACTOR from doing further business with the COUNTY. Failure of a CONTRACTOR's source to deliver is not considered to be an unavoidable cause. The burden of proof rests with the CONTRACTOR to demonstrate that CONTRACTOR should not be debarred. Nothing in the section shall be construed to limit or waive CONTRACTOR's ability to avail itself of remedies available under applicable laws.

7.2. RIGHT OF ENTRY. The COUNTY will provide for the right of entry for CONTRACTOR, its subcontractors, and all necessary equipment in order to complete the work under this Agreement. CONTRACTOR agrees to be responsible for any damage to property that is caused by CONTRACTOR, its subcontractors and/or equipment and further agrees to take all necessary corrective action for any damage to property that is caused by CONTRACTOR, its subcontractors and/or equipment.

#### **ARTICLE 8 – TERMINATION:**

8.1. TERMINATION BY COUNTY. The COUNTY may terminate this Agreement and project for any reason upon seven (7) calendar days notice. Anything contained in the Agreement to the contrary notwithstanding a termination under this section shall not waive any right or claim to damages which COUNTY may have with respect to work performed by the CONTRACTOR which has been completed prior to the date of termination, and COUNTY may pursue any cause of action which it may have by law or under this Agreement on account of such completed work.

8.2 STOP WORK UPON NOTICE OF TERMINATION. After receipt of a notice of termination, except as otherwise directed, the CONTRACTOR shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further order or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendor and subcontracts; and settle all outstanding liabilities and claims.

8.3 COMPENSATION TO CONTRACTOR IF TERMINATED. In the event of a termination under section 8.1 of this Agreement, CONTRACTOR acknowledges and agrees that it shall not be entitled to any compensation in excess of the value of the work performed plus its settlement

and close-out costs. Under no circumstances shall CONTRACTOR, or any subcontractor, be entitled to anticipatory or unearned profits, unabsorbed overhead, opportunity costs or consequential or other damages as a result of a termination under this section. Payment to CONTRACTOR of any and all sums already earned by CONTRACTOR under the terms of Article 4 constitutes CONTRACTOR's exclusive remedy for a termination hereunder.

#### **ARTICLE 9 – WARRANTIES:**

9.1. WORK PERFORMED TO INDUSTRY STANDARDS. CONTRACTOR warrants to COUNTY that the work performed pursuant to the Agreement shall conform to all professional principles generally accepted as standards of the industry in the State.

9.2. MATERIALS AND EQUIPMENT FURNISHED. CONTRACTOR warrants to COUNTY that any new materials and equipment furnished under this Agreement shall be of good quality and in working condition.

9.3. WARRANTY. CONTRACTOR warrants to COUNTY that all services and labor furnished to progress the work under this Agreement will be performed in accordance with the standard of care and diligence normally practiced by recognized firms of this type in performing services of a similar nature, free from defects which would not normally be found in work of this nature, and that the work will be of good quality, and in strict conformance with this Agreement. All work not conforming to these requirements may be considered defective.

#### **ARTICLE 10 – MISCELLANEOUS:**

10.1. NOTICES. The following persons shall be contact persons for the parties, and notices given them, by certified mail return receipt requested to the addresses shown, shall constitute valid notice under the requirements of this Agreement. The parties may amend such addresses by written notice to the opposite party at the given address.

1. For COUNTY:

Katherine O'Neill  
County Administrator  
P.O. Box 5666  
Spartanburg, SC 29304-5666

With a copy to:

Ginny Dupont  
Spartanburg County Attorney  
P.O. Box 5666  
Spartanburg, SC 29304-5666

2. For CONTRACTOR: (Name)  
(Address)  
(City, State, Zip)

10.2 INVOICE / PAYMENT ADDRESSES. The following persons shall be contact persons for the parties, for the purpose of submitting invoices and payments under this Agreement by depositing the same in the United States mail with postage prepaid, to the addresses shown:

1. For COUNTY: (Name)  
(Title)  
P.O. Box 5666  
Spartanburg, SC 29304-5666

2. For CONTRACTOR: (Name)  
(Address)  
(City, State, Zip)

10.3. CHOICE OF LAW / VENUE. The parties agree that this Agreement is governed by and shall be interpreted in accordance with the laws of the State of South Carolina, and that proper venue, in the event of litigation concerning this matter, is in the state or federal courts located in Spartanburg County, South Carolina. The parties agree that any litigation involving this Agreement shall be brought only in such courts. The parties herein each consent to the jurisdiction of such courts and hereby waive any jurisdictional or venue defenses otherwise available.

10.4. SEVERABILITY. In the event that any provision of this Agreement is unenforceable, then the parties agree that all other provisions of this Agreement have full force and effect and shall not be affected thereby.

10.5. WAIVER. Any failure of the COUNTY or CONTRACTOR to demand rigid adherence to one or more of the terms and provisions as set forth in this Agreement, on one or more occasions, shall not be construed as a waiver nor deprive the COUNTY or CONTRACTOR of the right to insist upon compliance with the terms of this Agreement. Any waiver of a term of this Agreement, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

10.6. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors, transferees and assigns. No party may assign this Agreement nor the rights and obligations hereunder to any other third party without the prior express written consent of the other parties.

10.7. HEADINGS. CONTRACTOR and County agree that the Article and Paragraph headings are for convenience only and are not a part of this Agreement.

10.8. SPARTANBURG COUNTY PROCUREMENT ORDINANCE. CONTRACTOR acknowledges that the Spartanburg County Procurement Ordinance is applicable to this Agreement. Contractual claims and disputes shall be conducted pursuant to the Spartanburg County Procurement Ordinance.

10.9. NO JOINT VENTURE. Neither this Agreement nor any agreements, instruments, documents or transactions completed hereby shall in any respect be interpreted, deemed or construed as making any party a partner or joint venture with any other party or as creating any similar relationship or entity. No party has the authority to act on behalf of or bind any other party concerning the transactions related to this Agreement.

10.10. FACSIMILE/SCANNED SIGNATURE. The parties agree that use of a fax or scanned signature and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signature, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

10.11. COUNTERPARTS. This Agreement (and any amendments or modifications) may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same Agreement.

WITNESS the following signatures and seals in agreement with the above terms:

[SIGNATURES ON FOLLOWING PAGE]

SPARTANBURG COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
KATHERINE O'NEILL  
COUNTY ADMINISTRATOR

Attested:

\_\_\_\_\_  
Debbie C. Ziegler  
Clerk to County Council

[NAME OF CONTRACTOR]

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Printed Name)

Its: \_\_\_\_\_ (Title)

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
COUNTY ATTORNEY'S OFFICE  
Date: \_\_\_\_\_