



Request for Proposal Number 2020044 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 2:00pm, EST, June 16, 2020, 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:

UPSTATE WORKFORCE BOARD WIOA YOUTH SERVICES

Description of Project: The Upstate Workforce Board (Upstate WB) is soliciting proposals from qualified entities to carry out in a good, clean, and professional manner the services provided to eligible Youth through the Workforce Innovation and Opportunities Act (WIOA, Public Law 113-128) which has replaced the Workforce Investment Act of 1998 (WIA, Public Law 105-220).

Non-Mandatory Virtual Pre-Proposal Conference will be held June 4, 2020 at 10am. Please see pages 18 and 19 of the RFP for log-in instructions.

Submit: One (1) unbound original and seven (7) unbound copies of the Proposal, no tabs, must be received on or before 2:00pm, EST, June 16, 2020.

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 # 2020044 "UPSTATE WORKFORCE BOARD WIOA YOUTH SERVICES" 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 seven copies of ALL submittal documents, all unbound, no tabs.

All fifteen (15) Proposal submittal documents must be included with the Proposal, or Proposal may be disqualified.

1. Proposal for RFP # 2020044 - (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 Estimate Form – Attachment A
15. Application Packet – Attachment B

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 lcoleman@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) 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# 2020044.

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 **UPSTATE WORKFORCE BOARD WIOA YOUTH SERVICES**.

Part I. Background and General Information

A. Background:

The Upstate Workforce Board (Upstate WB) is soliciting proposals from qualified entities to carry out in a good, clean, and professional manner the services provided to eligible Youth through the Workforce Innovation and Opportunities Act (WIOA, Public Law 113-128) which has replaced the Workforce Investment Act of 1998 (WIA, Public Law 105-220).

The Workforce Innovation and Opportunities Act (WIOA) provides the framework for a national workforce preparation system that is flexible, responsive, customer-focused, and locally managed. WIOA was created to provide state and local areas the flexibility to collaborate across systems in an effort to better address the employment and skills needs of current employees, jobseekers, and employers. The goal of programs under the Act is to increase employment, job retention, earnings and develop the work potential for citizens within each Workforce Area. The Upstate Workforce Area is comprised of Spartanburg, Cherokee, and Union Counties in South Carolina.

The Upstate Youth Committee is a subgroup of the Workforce Board in the Upstate Area and includes representatives of youth service agencies, parents, public housing authorities and former youth program participants. The Upstate Youth Committee assesses the youth programs that are available in the three county areas to determine the design of future WIOA programs. The Upstate Youth Committee has concluded that programs with the best performance seem to have a good relationship with the students prior to recruitment for the WIOA program. Establishing positive relationships with students allow programs to determine the youth with the most need that they feel will be successful in the program. Relationships with other agencies/organizations that are used to help facilitate WIOA youth services are also viewed positively.

B. The WIOA Youth Program:

1. Youth Eligibility:

To be eligible for WIOA Out-of School Youth services, a youth must not be attending any school (as defined under state law), must age 16 through 24, and meet at least one of seven specified barriers to employment: basic literacy skills deficient, disabled, English language learner, homeless/runaway/foster child, offender, pregnant or parenting, and/or facing additional barriers to employment defined by the Upstate WB as working less than forty hours a week and/or not having a driver's license.

The Upstate Workforce Board will NOT be accepting proposals to serve In-School Youth. While the WIOA allows for In-School Youth services, the Upstate WB

recognizes that the Upstate Workforce Area has a greater need for services to Out-of-School youth.

Because WIOA is NOT an entitlement program, a youth may be eligible (having met the criteria stated above and found in section 129) but the services provided may not be appropriate for the youth based on the individual's goals and needs. Youth who are determined eligible to participate but do not become participants in a WIOA program, MUST be referred to other appropriate programs within the community.

2. Program Design Features: (WIOA Title 1, Section 129 (C) 1)

Funds allocated to a local area for eligible youth under section 128(b) shall be used to carry out, for eligible youth, programs that-

- A. Provide an objective assessment of the academic levels, skill levels, and service needs of each participant. This assessment shall include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes (including interests and aptitudes for nontraditional jobs), supportive service needs, and developmental needs of such participant, for the purpose of identifying appropriate services and career pathways for participants, except that a new assessment of a participant is not required if the provider carrying out such a program determines it is appropriate to use a recent assessment of the participant conducted pursuant to another education or training program;
- B. Develop service strategies for each participant that are directly linked to 1 or more of the indicators of performance described in section 116(b)(2)(A)(ii), and that shall identify career pathways that include education and employment goals (including, in appropriate circumstances, nontraditional employment), appropriate achievement objectives, and appropriate services for the participant taking into account the assessment conducted pursuant to subparagraph (A), except that a new service strategy for a participant is not required if the provider carrying out such a program determines it is appropriate to use a recent service strategy developed for the participant under another education or training program;
- C. Provide-
 - i. Activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized postsecondary credential;
 - ii. Preparation for postsecondary educational and training opportunities;
 - iii. Strong linkages between academic instruction (based on State academic content and student academic achievement standards established under section 1111 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6311)) and occupational education that lead to the attainment of recognized postsecondary credentials;
 - iv. Preparation for unsubsidized employment opportunities, in appropriate cases; and
 - v. Effective connections to employers, including small employers, in in-demand industry sectors and occupations of the local and regional labor markets; and
- D. At the discretion of the local board, implement a pay-for-performance contract strategy for elements described in paragraph (2), for which the local board may

reserve and use not more than 10 percent of the total funds allocated to the local area under section 128(b).

3. Required Program Elements (WIOA Title1, Section 129 (C) 2)

Selected WIOA youth programs shall provide elements consisting of-

- A. Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential;
- B. Alternative secondary school services, or dropout recovery services, as appropriate;
- C. Paid and unpaid work experiences that have as a component academic and occupational education, which may include-
 - i. Summer employment opportunities and other employment opportunities available throughout the school year;
 - ii. Pre-apprenticeship programs;
 - iii. Internships and job shadowing; and
 - iv. On-the-job training opportunities;
- D. Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved, if the local board determines that the programs meet the quality criteria described in section 123;
- E. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
- F. Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate;
- G. Supportive services;
- H. Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months;
- I. Follow-up services for not less than 12 months after the completion of participation, as appropriate;
- J. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate;
- K. Financial literacy education;
- L. Entrepreneurial skills training;

M. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services; and

N. Activities that help youth prepare for and transition to postsecondary education and training.

C. Definitions and Resources:

Allowable Costs: Those costs which are necessary, reasonable, allocable, and allowable under applicable Federal, State, and local law for the proper administration and performance of services to customers.

Basic Skills Deficient: An individual who has English reading, writing, or computing skills at or below the eighth grade level on a generally accepted standardized test or a comparable score on a criterion-referenced test.

Cost Reimbursement Contracts: This is an agreement format that provides for the reimbursement of all allowable costs, which have been identified and approved in the contract budget. Contractors must maintain the documentation necessary to support the costs.

Upstate Workforce Area: Includes the geographic areas of Spartanburg, Cherokee, and Union Counties in South Carolina.

In-Kind Contribution: The value of services that are provided by the Grantee at no cost to the Grantor.

Job Readiness: Activities that help prepare customers for work by assuring that they are familiar with general workplace expectations and exhibit work behaviors and attitudes necessary to compete successfully in the labor market. This may include life skills training.

Job Skills Training: Training in technical job skills and equivalent knowledge and abilities in a specific occupational area offered by post-secondary institutions, secondary schools, public and private agencies, and other organizations.

Offender: An individual subject to any stage in the criminal justice process who has a barrier to employment because of a record of arrest or conviction.

Out-of-School Youth: A participant not younger than 16 and not older than 24 who is out of school or is a high school dropout. This includes youth enrolled in alternative education programs, but does NOT include youth enrolled in school taking part in an alternative program for a part of the regular school day.

Participant: An individual who has been determined to be eligible to participate in, and who is receiving services under, a grant program.

Performance-Based Contracting: A method of contracting in which successful completion of certain benchmarks by the enrolled population obligates the awarding agency to make certain predetermined payments.

School Dropout: An individual no longer attending school and who has not received a high school diploma or GED.

Self-Sufficiency: A family's level of personal and economic independence from public assistance for the basic needs of food, clothing, shelter, and medical care.

Supportive Services: Services which are necessary to enable an eligible individual who cannot afford to pay for such services to participate in a Workforce Development program. Such services may include counseling, transportation, childcare, work clothing, etc.

WorkKeys: WorkKeys is a job skills assessment administered by ACT measuring skills that employers deem necessary for job success. WorkKeys provides information on skill levels for readiness in the workforce for specific jobs and careers.

WIA: Workforce Investment Act, Public Law 105-220. Replaces JTPA in providing employment, training, and supportive services to assist eligible individuals to become gainfully employed and self-sufficient

WIOA: Workforce Innovation and Opportunities Act, Public Law 113-128. Replaces WIA in providing employment, training, and supportive services to assist eligible individuals to become gainfully employed and self-sufficient

Information about of the Workforce Innovation and Opportunities Act is available on the Internet at: <http://www.doleta.gov/wioa/>

Part II. Scope of the RFP Services

A. Program Design Requirements

1. Target Groups

WIOA requires local areas to spend at least 75 percent of youth formula funds on out-of-school youth.

2. Work Experience

At least 20 percent of youth formula funds must be spent on work experience activities such as summer jobs, pre-apprenticeship, on-the-job training, and internships so that youth can be prepared for employment.

3. Required Program Elements

A. This RFP includes all facets of WIOA youth programming including eligibility, determination and program administration.

B. Each youth program must determine what program elements to include in the design of their program; however, the Upstate Workforce Board envisions that each program will incorporate more than one of the 14 elements.

- C. The Upstate Youth Committee currently sponsors and provides Leadership Development for (not all) selected participants in which selected providers will participate.
- D. The Upstate Youth Committee values career guidance and development, particularly as it relates to in-demand occupations in the area.
- E. The use of WorkKeys is required to be incorporated into the program design.
- F. Programs are required to provide referrals to other community based services for youth determined eligible but not enrolled as participants in the program.
- G. The Upstate Youth Committee will ensure that at-risk youth in each county (Spartanburg, Union, and Cherokee) are served through the selection of eligible providers for these areas. Proposers may serve more than one geographic area.
- H. Selected programs are required to participate in the nomination of outstanding youth participants for state and other awards throughout the program year.

4. Performance Outcomes

At a minimum, Youth Services Providers will be required to meet or exceed the following performance outcomes (actual goals will be determined at time of contract award):

- **Placement in Employment, Education or Training,**
- **Retention in Employment, Education/or Training,**
- **Earnings After Entry into Unsubsidized Employment,**
- **Credential Rate,**
- **In Program Skills Gain.**

In the event changes are made to the performance measures, the WIOA Administrative Entity will provide technical support throughout the contracting period.

B. Program Administration

1. **Timeline** – All budgets submitted for activities under this Request of Proposal are to be for costs incurred between July 1, 2020 and June 30, 2021. The awarding agency's funding obligations under any agreement are contingent upon receipt of funds from the USDOL/State allocation guidelines governing distribution 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. Spartanburg County may require applicants selected by the Upstate WB to participate in cost negotiations and/or technical or other revisions to their proposals prior to contract finalization. In addition, contract amounts may be adjusted by the Local Board and/or the staff based on final allocation figures.
2. **Contract Type** - The Upstate Workforce Board will consider two types of contracts as described below.

- A. **Cost Reimbursement**: A line item budget based on all legitimate costs to be incurred by the contractor carrying out the activity. The contractor is reimbursed for actual expenses according to the approved line item budget.
 - B. **Fixed Price/Performance Based**: A fixed price contract with full or partial payment held until placement occurs in a specific occupation at a specified wage level. Such a contract is negotiated based on submission of a line-item budget and definite benchmark payments in response to this RFP. Offerors submitting fixed price/performance-based proposals must complete a line item budget and proposed payment schedule. Failure to provide both may result in the application being declared non-responsive. The line item budget must show actual cost and must include profit when applicable. Profit is to be shown in the line item "Other Operating Expenses". All fixed price/performance-based contracts will be negotiated based on the Offeror's proposed performance levels. Therefore, the Contractor will earn the full-negotiated fixed cost upon achievement of these levels.
3. **Administrative and Fiscal Capabilities** - The proposer's administrative and fiscal capabilities will be assessed by a review of the completion of the Pre-Award Survey, which must be completed before contracts are finalized. A representative of the Upstate Workforce Board may visit the offering entity to affirm certain items of the survey. Any serious discrepancies found will be brought to the attention of the Board prior to contract finalization and could result in the cancellation of the commitment to fund.

In addition to the Pre-Award Survey, entities that have previously contracted with the Upstate Workforce Board will be evaluated in terms of their historical performance as it relates to financial and administrative matters with particular emphasis on the following:

- A. The entity's efforts to recover debts.
- B. Established fraud or criminal activity of a significant nature.
- C. Failure to maintain an appropriate financial management system.
- D. Unresolved or recurring audit findings of a significant nature.
- E. Failure to provide services to applicants as agreed to in a previously funded program or to meet applicable program standards.
- F. Failure to return a grant closeout package by the established deadline.
- G. Failure to submit required reports in a timely manner.
- H. Failure to properly report and dispose of government property.
- I. Unresolved disallowed costs or disallowed costs in excess of five percent of a contract.

The failure to meet any one of the above responsibility tests does not establish that an organization is not responsible, unless the failure is substantial or persistent (for two or

more consecutive years), and, therefore, will not automatically preclude an award being made.

4. Required Documentation of Selected Bidders at time of award – If an award is offered, the following information will be required to be provided to the Upstate Workforce Board:

- A. Federal Identification Number
- B. List of Current Board Members of Governing Body
- C. Copy of Indirect Cost Plan and Approval
- D. Grievance Procedures
- E. Staff, Personnel, and Travel Policies**
- F. Charter and By-Laws of Organization
- G. Evidence of Signatory Authority
- H. Banking Arrangements
- I. Cost Allocation Plan
- J. Lobbying Certification
- K. Fidelity Bonding
- L. Debarment and Suspension Certification
- M. Organization's Mission and Vision Statements

**** The Upstate WB staff, with approval of the Upstate Youth Committee, may negotiate travel policies they deem out of line as compared to the state travel policy.**

- 5. Indirect Costs - All proposers who include indirect costs as a part of their application budget must have an indirect cost plan approved by their cognizant agency. The Upstate Youth Committee has limited the amount of indirect costs to eight percent (8%) of the Total Direct Costs. Total Direct Costs are defined as all program costs, except for those costs directly related to participant, such as rent, supportive services, and work experience wages. The Youth Committee will consider higher percentages for indirect costs if based on staff salaries and fringes only. Indirect costs may be either program or administrative costs, depending on what costs are included in the indirect cost pool. Under 20 CFR 667.220(c)(4), specific costs charged to an overhead or indirect cost pool that can be identified directly as a program cost may be charged to the program category. Proposers must include a listing of all items included in the indirect cost pool.**

State agencies that have an approved indirect cost plan must include indirect costs as a part of their application. The amount of allowable indirect costs will be negotiated after

the grant award. No services that are included in indirect costs may be direct charged. Indirect cost plans must be submitted upon award and must specify services that are included in the indirect charges.

6. **Staff Requirements** - On November 7, 2005, the Upstate Workforce Board voted to require all new WIOA staff to undergo a series of checks prior to being hired. These required background checks consists of a drug/alcohol screen, a SLED check, a background screen, and a credit check (depending on the position). It is the responsibility of each contractor to organize these screens and provide certification of the results of the required screens for hiring.
7. **Affirmative Action** - The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard to discrimination by reason of race, color, religion, sex, national origin, or physical disabilities as provided for in 20 CFR Part 667.275 of the Workforce Innovation and Opportunity Act; Interim Final Rule and the administrative provisions of the Workforce Innovation and Opportunity Act as provided for in Section 188 of Public Law 113-128.

As a condition to the award of financial assistance under the Workforce Innovation and Opportunity Act from the Department of Labor, the grant application assures, with respect to the operation of the WIOA-funded program or activity, that it will comply fully with the nondiscrimination and equal employment opportunity provisions of the Workforce Innovation and Opportunity Act, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws. The United States has the right to seek judicial enforcement of this assurance.

Part III. Proposal Guidelines

A. General Submission and Format Instructions

1. **Due Date:** All proposals are due on or before 2:00 p.m. on June 16, 2020.
Address: All proposals are due to Spartanburg County Government Office of Purchasing, Room 1220, Attention: Lisa Coleman, Director of Purchasing. The mailing address is P.O. Box 5666, Spartanburg, SC 29304. The physical address is 366 North Church Street, Room 1220, Spartanburg, SC 29303. RFP # 2020044
2. **Contact Person:** *RFP related questions-* Lisa Coleman, Director of Purchasing lc Coleman@spartanburgcounty.org.
3. **Non-Mandatory Virtual Pre-Proposal Conference:** June 4, 2020, 10:00 a.m.

Join OfficeSuite Meeting by video/computer:
<https://meeting.windstream.com/j/1125040811>

or by phone:

Dial by your location
+1 646 741 5293 US
Meeting ID: 112 504 0811

4. **Required registration:** Proposer must be registered to perform work with Spartanburg County. If not a registered Proposer, register online at <https://selfservice.spartanburgcounty.org/vss/Vendors/default.aspx>. Proposer shall complete registration form and W9 on pages 36 and 37 of the RFP. Proposer must provide their current Federal tax ID number.
5. **Document format:** Sealed proposals must be submitted in hard copy form – one (1) unbound original and seven (7) unbound three-hole punched copies. All submitted documents must contain not less than 12 pt font on 8.5 x 11" paper. In addition to the Proposal Narrative as outlined in this RFP, proposers should submit the required Spartanburg County RFP forms found within this RFP.
 - A. Proposer's Fraud Acknowledgment Form - (Exhibit E)
 - B. Drug Free Workplace Act Statement – (Exhibit F)
 - C. Certificate of Insurance – (Exhibit G, contains an example)
 - D. Existence of Subcontractors Form – (Exhibit H)
 - E. Experience/ References – (Exhibit I)
 - F. Vender Registration Form and W-9 – (Exhibits J & K)
 - G. Worker's Compensation Statement of Independent Contractor – (Exhibit L)
 - H. Spartanburg County Standard Contract – (Exhibit M)
 - I. Proposal Narrative
 - J. Current Fiscal Statement and Copy of Last Audit (one copy only)
 - K. Budget Estimate Form – Attachment A
 - L. Application Packet – Attachment B
 - M. Current Fiscal Statement and one (1) Copy of Last Audit

B. Proposal Narrative Instructions/Questions- Please answer all questions

A. Program Design (40 points)

1. Summarize the design of your program. Explain how each participant will meet the WIOA performance measures defined for Out-of-School youth. Describe any partnerships/collaborations you have established for the proposed program. What are the roles and responsibilities of each?

2. Identify the characteristics of the Out-of-School youth population you propose to serve (examples: age, youth with disabilities, school drop-out, pregnant or parenting teens, foster child, youth aging out of foster care, juvenile offenders, etc.). Provide a description of why/how this cohort was identified.
3. Explain how your program design develops career pathways for each participant. Describe the sectors/industries you will focus on and why you have selected that industry/sector focus. Describe how you will connect youth to education that leads to post-secondary degree and/or industry recognized certifications.
4. All Bidders are required to propose to offer as many of the fourteen youth elements as possible. Identify how many youth elements your program will provide and your process for referring youth to other service providers who will offer WIOA service elements that you are not providing.
 - a. Describe your work based learning strategies (e.g., work experiences, On-the-Job Training, Summer Employment, etc.) and your plan to meet the 20% expenditure requirement. Providers must exhibit strong community and business linkages to ensure the ability to develop work-based learning opportunities and meet the skill and training needs for our talent pipeline. You should present strategies that will create work-based learning and employment opportunities for the program participants but also serve business and industry. List work-based learning partners and employers; attach coinciding memorandum of agreements.
 - b. Describe the percentage of the program's total budget allocated for direct participant activity costs.
 - c. Describe the use of leveraged (in-kind) funds to help pay for direct participant activity costs.
5. Describe the financial literacy education you will offer.
6. Describe the soft skills and career readiness training you will offer.
7. Describe the components of your program design that meets the needs of individuals with disabilities.
8. Describe the plan to provide supportive services to youth.
9. Describe the timeline for program implementation, indicating when all phases of the program will begin and end (include 12-month follow-up).

B. Outreach and Recruitment (10 points)

1. Please provide a timeline of your organization's plan to recruit youth in order to meet the proposed enrollment goals.
2. Describe your organization's outreach plan. Discuss how this outreach strategy will combine with the work of the Upstate Workforce Board in order to attract numbers of youth sufficient to meet WIOA performance measures/outcomes.
3. For PY 2019 providers, if your organization failed to meet PY19 enrollment goals, please provide a description of new strategies your organization may take to ensure success in PY20. For new applicants, explain a situation in the past when your organization has failed to meet enrollment goals and the strategies undertaken to resolve the issue (if applicable).
4. Describe orientation materials and information that will be provided to youth. A handbook containing the policies of your Agency and program expectation i.e. hours of operation, attendance policy, complaint and grievance procedures, ADA/EEO information, etc.
5. Complete the *WIOA Youth Enrollment Summary*

C. Program Outcomes (40 points)

Provide a description of how youth will progress from point of entry to exit achieving WIOA performance outcomes:

1. For PY19 Contractors Only:

- Describe past/current performance in achieving WIOA performance measures. Define results including total positive outcomes (participants that attained High School Equivalency, Industry Recognized Credential and entered employment, post-secondary, military or advanced training).
- Describe your organization's strategy for meeting outcomes defined under WIOA.
- Clearly list your organization's enrollment goals and actual results through the most recent completed quarter.
- Clearly list your organization's performance goals and actual results through the most recent completed quarter. Your answer must include a report of performance outcomes for at least the previous two program years, if applicable.
- If your organization did not achieve contract performance goals during PY18, explain why and discuss strategies that will be undertaken to successfully meet goals in PY19.
- Describe follow-up activities to include a plan for making monthly contact with carryover participants, what actions will be taken to help follow-up youth re-enter the workforce if they have lost employment.

2. For New Contractors/Programs in PY19

- Describe the past three (3) years of providing programs that resulted in performance outcomes similar to the requested performance in this RFP. Define the results such as total number of youth enrolled, total number of High School Diplomas/Equivalencies attained, total number entered employment, entry into post-secondary, military, and advanced training, etc. If your organization has not prior experience working with this population please clearly explain how your program design is built using an evidenced-based program model(s).
- Describe your organization's strategy for meeting performance outcomes outlined in this RFP (See page)
- Clearly list your organization's projected enrollment goals/outcomes if awarded this grant.
- Please provide an example of a time when your organization did not achieve contract performance goals and discuss the strategies undertaken to successfully meet the goals in the following year, if applicable.
- Describe follow-up activities, include how monthly contact will be performed and what actions will be taken to help youth to re-enter the workforce if they have lost their employment.

D. Administration (5 points)

1. Provide an overview and mission statement of the organization
2. Describe the staffing plan as it relates to this program.
3. Provide a job description for each position to be funded in this proposal. Include resumes of existing staff or job descriptions of staff to be hired.

E. Program Operations (5 points)

Facilities providing services should be in full compliance with the American with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1974 as well as other applicable Federal and State laws.

Miscellaneous Information:

A. Facilities – It is expected that the selected program(s) will operate at a minimum from the SC Work Spartanburg Center. Estimated Infrastructure Funding Agreement (IFA) cost are \$41,000.00. This includes, space for students, staff, internet, janitorial, security, front desk staff, resource room supplies, etc. Total sq. ft. 2,138.94 (792 sq. ft. of sole space). This expense is billed quarterly (first payment due October), there full 12-month expense should be included in the 11-month budget template.

B. Subcontracts – Indicate any plans to subcontract with any other entity for services or activities contained in the proposal. Describe the nature of the subcontracts, the subcontractor, the services and activities to be provided by the subcontractor, and the planned costs.

C. Proposal Budget & Program Planning

Part IV. Evaluation Criteria

A. Evaluation Process

1. **Responsiveness to RFP:**
Upstate WB staff will evaluate all accepted proposals for adherence to the RFP guidelines outlined in the RFP, along with the inclusion of required WIOA Youth Elements in Program Design.
2. A sub-committee of the Upstate Youth Committee will conduct an evaluation using the criteria described in the RFP.
3. The sub-committee of the Upstate Youth Committee may decide to host a virtual a question/answer session (time and location TBD), for each eligible applicant that will conclude with a final scoring of each application.
4. The sub-committee will submit its recommendation for funding to the full Upstate Youth Committee.
5. The Upstate Youth Committee will present its recommendation for funding to the Upstate Workforce Board for approval.

Part V. Additional Information

1. Any items that need clarification are to be emailed to lcoleman@spartanburgcounty.org. Exclusions will come from Spartanburg County in the form of an addendum. Any bids received with exclusions will not be accepted.

2. Questions or requests should be submitted in writing to Lisa Coleman at lcoleman@spartanburgcounty.org on or before close of business on June 9, 2020. NO questions can be answered by telephone at any time during the response period. PLEASE NOTE: any questions received, for which the answer (s) would change the scope of this RFP or solicitation will be posted as an Addendum to this RFP and all registered proposers will be notified.
3. The Upstate Workforce Board may require the selected proposers to participate in negotiations and to submit any price, technical, or other revisions of their proposals as may result from negotiations.
4. By submission of a proposal, proposers agree that during the period following issuance of a proposal and prior to final award of contract, the proposer shall not discuss this proposal request with any party except Spartanburg County Procurement Director 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 offerors.
5. No documents relating to this procurement will be presented or made otherwise available to any other person, agency or organization until after award. Commercial or financial information obtained in response to this Request for Proposals, which is privileged and confidential and is clearly marked as such, will not be disclosed at any time. Such privileged and confidential information includes information which, if disclosed, might cause harm to the competitive position of the offeror supplying the information. All proposers, therefore, must visibly mark as "Confidential" each part of their proposal, which they consider to contain proprietary information.
6. Based upon funding availability, the Upstate Workforce Board may extend a contract if it appears to be in the best interest of the Workforce Innovation and Opportunities Act and is agreeable with the contractor. The extension may be less than, but will not exceed three additional years. Similarly, the slot levels and/or number of participants served and/or associated costs may be increased at any time during a contract period if agreeable with the contractor.
7. The estimated start date for this funding cycle is Aug 1, 2020- June 30, 2021. Future years, if extended would operate from July 1 – June 30. A new budget must be submitted and approved annually.
8. The Upstate Workforce Board reserves the right to select such offers 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 Workforce Area's best interest.
9. Eligible youth for the Upstate WB are 16 through 24 years of age. Adults are defined in the WIOA as individuals age 18 and older. Thus, youth ages 18-24 years old may participate in adult and youth programs. Eligible individuals who are 18 through 24 years old may participate in adult and youth programs concurrently. The contractor should determine for individuals in this age group the appropriate level and balance of

youth and adult services and coordinate services with the adult/dislocated worker contractor as necessary to ensure the best mix of services for the individual.

10. Occupational skills training, one of the ten elements, must be provided by an approved training vendor. The new ETPL system, Palmetto Academic and Training Hub (PATH) has been mirrored in the SC Works Online Services System. It may be accessed by going to <http://scpath.org/> to view all approved providers and/or programs. The proposer of services to out-of-school youth must budget funding for participants that may need to access occupational skills training.
11. The Upstate WB will not pay for developmental studies at technical colleges. WIOA will fund basic skills upgrading through the contractor's resource lab or at adult education. If a participant desires to upgrade their basic skills through developmental courses offered at their chosen institution, they will be required to use other sources of funding and will be considered to be enrolled in partner-funded training.
12. All dropouts must pursue the attainment of a GED or high school diploma. The contractor must offer a computer-based GED Incentive Program is provided with a combination of at-home study and seat-time in the contractor's resource room. For some students, participation in an Adult Education classroom is the most appropriate method of study. The GED Incentive Program provides incentive payments to participants as they attain TABE EFL gains or a GED or HSD.
13. Multiple contracts can be awarded.
14. A total of \$600,000.00 was allocated for youth services in 2019. For purposes of this solicitation and in the absence of any more definitive information about Program year 2020 allocations, the Upstate WB will presume funding will be *less than* the levels awarded in Program Year 2019. The state received a 9% cut and we are unsure how that will impact our local area. Available funding is subject to adjustment based on final allocation figures.
15. Proposers who are aggrieved in connection with the solicitation or award of contract may protest in accord 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.

Disclaimer

As the Upstate Youth Committee continues to develop and refine its youth system, policies and procedures or regulatory changes occur from time-to-time; bidding organizations may be requested to modify program design or the delivery of services. Should a request for a change in the program design or services occur, staff of the Administrative Entity will assist bidding organizations or service providers in the redesign to ensure consistency with Board policy and regulatory requirements.

WIOA Performance Measurements

- Placement in Employment or Education (Q2 and Q4)
- Attainment of a Degree or Certificate
- Measurable Skill Gain
- Median Earnings (2nd Quarter After Exit) {Undefined}

Placement in Employment or Education

WIOA Positive Outcome – Q2	WIOA Positive Outcome – Q4
<i>Prerequisite: None</i>	<i>Prerequisite: None</i>
Measure: # of participants who are in employment or enrolled in post-secondary education in the 2 nd quarter after the exit	Measure: # of participants who are in employment or enrolled in post-secondary education in the 4 th quarter after the exit

Attainment of a Degree or Certificate

WIOA Positive Outcome
<i>Prerequisite: Of those enrolled in education (i.e., secondary school, post-secondary school, adult education programs, or any other organized program of study leading to a degree or certificate) at the date of participation or at any point during the program.</i>
Measure: # of participants who attain a post-secondary degree, license, or certificate, OR # who earn a diploma or High School Equivalency (HSE) AND who are either employed or enrolled in an education or training program leading to a recognized post-secondary degree, license, or certificate within one year of exit.

Measurable Skill Gain (MSG)

WIOA Positive MSG (Type #1)	WIOA Positive MSG (Type #2)	WIOA Positive MSG (Type #3)	WIOA Positive MSG (Type #4)
Educational Achievement	Transcript/Report Card	Training Milestone	Skills Progression
<i>Prerequisite: Of those enrolled in an education component:</i>	<i>Prerequisite: Of those enrolled in an education component:</i>	<i>Prerequisite: Of those enrolled in an education component:</i>	<i>Prerequisite: Of those enrolled in an education component:</i>
# of participants achieving at least one educational functioning level (in a program of instruction below the post-secondary level)	# of participants whose transcript/report card for one (1) academic year is achieving the state unit's policies for academic standards.	# of participants with a satisfactory or better progress report toward an established milestone from an employer/training provider (e.g., OJT, registered apprenticeship program, etc.)	# of participants who successfully completed an exam that is required for a particular occupation, or progress in attaining technical or occupational skills as evidenced by trade-related benchmarks (e.g., knowledge-based exams)

Exhibit B

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 # 2020044

UPSTATE WORKFORCE BOARD WIOA YOUTH SERVICES

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__.

ATTESTED

[INSERT NAME OF ORGANIZATION]

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.

- 1. Program Design – 40 pts**
- 2. Program Outcomes – 40 points**
- 3. Outreach and Recruitment – 10 points**
- 4. Administration – 5 points**
- 5. Program Operations – 5 points**

Details of the Evaluation Criteria are included on pages 19-22 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

RFP No: 2020044
Proposal Name: Upstate Workforce Board WIOA Youth Services
Proposer Information:
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 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: _____

EXAMPLE OF CERTIFICATE OF INSURANCE

ACORD 25 (2011-08)

© ACORN CORPORATION 1994

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 –	<input type="checkbox"/>
				HVAC/Plumbing/Electrical	
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 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

Form W-9 (Rev. October 2019) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
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		
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=Corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> </div> <div> <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Other (see instructions) ▶ _____ </div> </div>	
	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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small>		
Social security number <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div>		OR Employer identification number <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div>
Part II Certification Under penalties of perjury, I certify that: 1. 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 2. 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 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <small>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 other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</small>		
Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . 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 <i>What Is backup withholding</i> , later.		

Cat. No. 10251X

Form W-9 (Rev. 10-2019)

Exhibit L



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

I, _____, (_____) owner of
(Name of Contractor) (Federal ID# or SSN)
_____ hereby make the following statement about
(Name of Business)
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 Upstate Workforce Board WIOA Youth Services.

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:

B. Cole Alverson
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: _____
B. COLE ALVERSON
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: _____