



REQUEST FOR PROPOSAL

SCOPE OF WORK

FOR

LEGAL CLINIC/SERVICES FOR

**ST. LOUIS COUNTY WIOA OUT-OF-SCHOOL YOUTH GRANT
ST. LOUIS COUNTY CAREER CENTER**

RFP OPENING DATE: Monday, September 28, 2020

RFP CLOSING DATE: Friday, October 9, 2020

RFP CLOSING TIME: 2:00 PM, Central Time

INSTRUCTIONS TO ALL PROPOSERS

Family and Workforce Centers of America (“FWCA”) welcomes all interested parties to participate in its competitive application process. Proposers will be expected to submit applications that are in compliance with the terms and conditions as outlined below:

1. All awards are subject to final approval by Family and Workforce Centers of America’s Board of Directors, or their designated representative(s).
2. **Proposals may be delivered electronically** to Angela Hall at ahall@fwca-stl.com or by mail to 6347 Plymouth Avenue, 5th Floor, St. Louis, MO 63133 on or before the time and date stipulated in the Request for Proposal document. **All late proposals will be rejected.**
3. The successful proposer(s) must comply with the State of Missouri’s Revised Statute RSMO 285.530 which states: No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
4. **All proposals must be signed by a duly authorized representative of the person, partnership or corporation offering the bid.** Failure to sign the FWCA Request for Proposal document will result in automatic disqualification of that application. FWCA reserves the right to request written confirmation of persons authorized to sign all proposals on behalf of a company.
5. **Collaboration with the main partners of the grant, St. Louis County Division of Workforce Development and FWCA/Metropolitan Education and Training (MET) Center is required.** Priority consideration will be given to a vendor that has established ties with both partners.
6. Proposers are responsible for reviewing their proposals prior to submission to be certain they can honor all terms and conditions offered in the RFP. This RFP does not commit FWCA to award a contract, to pay any costs incurred in the preparation of a proposal in response to this request or to contract for services. FWCA reserves the right to accept or reject any or all proposals received as a result of this request without negotiation; to negotiate with all qualified sources; or to cancel in part or in its entirety. FWCA may require the agencies or companies submitting proposals to participate in presentations, in negotiations, or to submit any cost, technical or other revisions of their proposals that may result from negotiations.
7. If this proposal is accepted by FWCA, in whole or in part, it becomes a binding contract for the item(s) or section(s) designated when signed by an authorized representative of FWCA and returned to the Proposer. By signing and submitting this proposal, you are offering to provide the services to FWCA on the terms and conditions contained in this RFP. All purchases are subject to the terms and conditions contained in and attached to this RFP. By submitting a proposal, proposer agrees to these terms and conditions. Any additional or different terms proposed by proposer are hereby objected to.

8. You may submit **questions**, in writing, to FWCA up to 5:00 p.m., **October 6, 2020**. Written inquiries should be addressed to Family and Workforce Centers of America, Attn: Angela Hall, Vice President-Human Resource, 6347 Plymouth Avenue, 5th Floor, St. Louis, Missouri 63133 or emailed to ahall@fwca-stl.com. A copy of the written inquiry and response will be posted on the website **www.fwca-stl.com**. No instruction and/or any part of this RFP, which is in violation of, or in conflict with, Federal Regulations, will be valid. Each respondent is responsible for the compliance of their proposal to such regulations. **Telephone inquiries regarding an interpretation of the contents of the RFP are not permitted.**
9. Proposers are to check FWCA's website at www.fwca-stl.com to **ensure all addendums are signed and included with submission of proposal responses.**
10. Services or activities may be operated under a contract with any private, non-profit agency, governmental organization, education facility, or private-for-profit organization with certain restrictions. To be eligible to operate such a program, an agency or organization must have the management capacity to administer a complicated Federal Grant.
11. Proposers should understand that costs must be reasonable and competitive. Only costs directly related to the operation of the grant program, and properly supported with all back-up documentation and records will be allowable charges to this program. The cost of contracts awarded for the purpose of providing program services may be charged to the program category. FWCA reimburses contractors generally on a monthly basis. We will not pay for indirect costs. Required back-up documentation such as properly completed time sheets, travel reports, invoices, receipts, etc., must be maintained. Funds provided under any of these sources shall not be used to duplicate facilities or services available in the area from federal, state, or local sources. Proposers should make certain that in responding to this RFP that the appropriate application/budget fact sheet(s) are completed and that their narrative is responsive to the proposal format. **Proposers should be prepared to fund the program until the contract is approved through FWCA's Board of Directors, which could take up to one (1) month.**
12. All responses will be evaluated by reviewers against the criteria identified in this RFP. Final review and approval by the FWCA Board of Directors is necessary for those proposals that pass the reviewer stage. A proposer will be notified in writing if the proposal submitted failed the reviewer stage by not receiving enough points for consideration for funding. If the proposal failed this reviewer stage, the proposer may request, in writing, to Angela Hall (see prior address), within ten working days from the date of our letter, a copy of the written reviewer comments, if any, and the points awarded (by category and total). A response will be prepared within five working days from the receipt of the request by the proposer. If an error in totaling the points is discovered, the revised total will stand. If the revised total is enough points for consideration for funding the proposer would be so informed in writing.
13. Upon approval of any program or activity for funding, the agency or organization administering that program will be subject to an extensive set of fiscal and programmatic

reporting requirements. These reports will be required as necessary to carry out FWCA's required monitoring and evaluation of programs as mandated by the regulations.

14. Records and Audits: The contractor/contractee shall maintain records and accounts necessary for the effective operation of the program. This shall include, at a minimum, fiscal records which account for the reimbursement requests submitted, names of all persons who have received services, and the services which they received. Once a contract is issued, that organization becomes fully responsible for administration of the program or activity. Each organization will be liable for any disallowed or illegal expenditure of funds or program operations conducted under their contract.

All books, records, documents and papers of the contractor in regard to this program shall be retained by the contractor for a minimum period of five (5) years following submission of the final expenditure report, or until such time as any litigation, audit findings or other claims have been resolved and so certified by the City of St. Louis. Participant files shall also be retained for a minimum of five (5) years from date of enrollment or until any litigation, audit findings or other claims have been resolved.

15. Indemnifications/Assurances and Certifications: Organizations or agencies submitting proposals under the RFP must be willing to sign a contract which will provide a full indemnification and hold harmless of any liability to FWCA or its governing bodies for any activities conducted by the contractor. This includes a full statement of responsibility for reimbursing FWCA for any costs or expenditures which are disallowed in an audit, or any other claims which might be made against a program operator.
16. Application Procedures: All applications for funding (1 original and 5 copies) must be submitted typed on 8 1/2 x11 inch paper, 1 inch margins, and 12 point font. Exclusive of attachments, the entire proposal must not be more than 15 pages.

OVERVIEW

The St. Louis County Division of Workforce Development has issued a WIOIA Out-of-School Youth Grant to assist in removing barriers to training and employment. Family and Workforce Centers of America is seeking an agency(ies), organization(s), firm(s), or unit(s) of government to provide legal clinic/services via classroom/virtual instruction and representation for minor offenses (misdemeanors) for St. Louis County Career Centers. This Request For Proposal (RFP) incorporates the mission, requirements and objectives of FWCA's Board of Directors, and other workforce initiatives. Resources to be made available under this RFP are dependent upon all government and private allocations. FWCA may, at its discretion, award none or only a portion of these allocations based on its decisions as to the proposals meeting minimum program standards, quality, and appropriateness.

FWCA will accept proposals for legal clinic/services with a planned implementation date of **October 19, 2020**.

Potential bidders are strongly encouraged to carefully read the entire RFP and all attachments.

All responses will be evaluated by reviewers against the criteria identified in this RFP. Final review and approval by FWCA and its Board of Directors is necessary for those proposals that pass the reviewer stage. FWCA will perform continuous monitoring and oversight of contracted providers, and FWCA will determine performance measures, subsequent eligibility, and require corrective action when needed to ensure continuous improvement of eligible providers of services.

Exclusive of attachments, the entire proposal must not be more than 15 pages.

REQUEST FOR PROPOSAL

DATE ISSUED: September 28, 2020

ITEMS/SERVICE REQUESTED: Legal Clinic/Services

Electronic proposals will be received at Family and Workforce Centers of America, 6347 Plymouth, St. Louis, MO 63133 until the time and date given herein and then publicly opened for reading and evaluation: Please note that FWCA retains the right to make an award on an item by item or all or nothing basis.

PROPOSALS DUE: Friday, October 9, 2020 at 2:00 p.m. (CST local time)

If this proposal is accepted by Family and Workforce Centers of America ("FWCA"), in whole or in part, it becomes a binding contract for the services offered in the proposal when signed by an authorized representative of FWCA and returned to the Proposer. By signing and submitting this proposal, you are offering to provide services to FWCA on the terms and conditions contained in this Request for Proposal. All purchases are subject to the terms and conditions contained in and attached to this Request for Proposal. By submitting a proposal, proposer agrees to these terms and conditions. Any additional or different terms proposed by proposer are hereby objected to. FWCA may issue one or more "Purchase Orders" in connection with the contract formed by acceptance of this proposal. Any such Purchase Order shall be governed by this contract and shall not be deemed a proposal for change or amendment, unless specifically so designated by FWCA.

Payment Terms: _____
(unless otherwise stated, terms will be Net 30)

Telephone: _____ **Fax:** _____

Prices quoted are guaranteed for _____ calendar days from the date of the proposal opening under the terms and conditions offered in proposal herein. (90 days unless otherwise specified)

In compliance with the above, the undersigned offers and agrees, if this proposal be accepted, to furnish any and all of the services at the price quoted, delivered to the designated point(s) within the time specified in this Request for Proposal document. **IF NOT SIGNED BELOW, PROPOSAL WILL BE DISQUALIFIED.**

(Company Name) - FEIN

(Authorized Signature)

(Printed Name and Title)

(Company Address)

(City/State/Zip Code)

I. Introduction and Background

Bid is accepted for FWCA by:

(Signature) Carolyn Seward, CEO
Items/Sections Accepted:

Family and Workforce Centers of America is issuing this Request for Proposals (RFP) to procure a contractor that will provide legal clinic/services for the St. Louis County WIOA Out-of-School Youth Program grant for the St. Louis County Career Centers.

Legal Clinic

One of the main issues that the target population faces is the ticketing/traffic violation process in the various municipalities, having outstanding warrants because of multiple traffic violations in multiple municipalities, i.e., an individual who receives four (4) tickets for Driving While Suspended (License) now has a Felony offense. This presents a major barrier to not only employment but also access to housing and other basic necessities.

Incorporating legal clinic/services to educate participants on the steps/behaviors required to prevent traffic warrants and how to manage the process once warrants are issued is integral to individual stability. In addition, individual participants may require legal representation for minor offenses (misdemeanors) for predetermined fees. Integrated collaborative strategy will effectively align targeted communities to resources that lead to livable wage job opportunities, increased income and positive changes in resident's attitudes/behaviors. It will also provide a method of frequent contact and dialogue between residents and representatives from law enforcement, businesses and civic leadership.

- Conduct weekly classroom instruction virtually or at St. Louis County Career Centers (approximately 20 participants per class per resource center);
- Provide legal representation to program participants for minor offenses (misdemeanors), based on WIOA Out-of-School Youth Program approval and verification of pending employment.

II. Additional Requirements

- A. This RFP is not in itself an offer of work nor does it commit FWCA to fund any proposals submitted. FWCA is not liable for any costs incurred in the preparation or research of proposals. FWCA reserves the right to make an award to any proposer or to make no awards, if that is deemed to serve the best interests of the St. Louis Region. In addition, FWCA reserves the right to: 1) amend or withdraw this RFP at any time, 2) reject any and all proposals, and 3) re-issue this RFP.
- B. FWCA may negotiate the proposal with the successful proposer before FWCA will make any final commitment. All commitments made by FWCA are contingent upon the availability of funds.
- C. Bidding organizations should note that under the requirements of the Freedom of Information Act (FOIA), the contents of your proposal or other information submitted to FWCA is subject to public release upon request, except those items specifically exempt from disclosure. The proposer shall mark as "proprietary" those parts of its proposal that it deems proprietary. However, the proposer is alerted that this marking is advisory only and not binding on FWCA. If there is a request from the public under FOIA to inspect any part of the proposal so marked, FWCA will advise the proposer and request further justification in support of the "proprietary" marking. If FWCA determines, after receipt of the justification, that the material is releasable, the proposer will be notified immediately. Under no circumstances will a proposal or any part of a proposal be released prior to the contract award decision.
- D. The winning proposer must subscribe to and use E-Verify to ensure all staff and potential staff working under this contract meet the illegal immigrant policies set forth by the State of Missouri.
- E. Confidentiality – The successful proposer must have all staff that work with participants, files and related information complete a State of Missouri-approved Confidentiality Agreement before working with any confidential information, whether verbal or written.
- F. Contractor Status – The contractor staff shall not represent himself/herself to be an employee of the State of Missouri or FWCA. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri and FWCA, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. The contractor will be responsible for informing their staff of the above statements.
- G. Contractor will submit invoice in triplicate to Attn: Fiscal Department, FWCA, 6347 Plymouth Avenue, Room 106, St. Louis, MO 63133.

- H. Program Monitoring – FWCA will be responsible for administrative functions and program oversight of the contracts. This will include monitoring of contracts, overall program assessment, management of information system access, and implementation of the continuous improvement process.
- I. Management Capacity -- The successful proposer must have the management capacity to administer a complicated Federal grant program, and will be subject to completion of an extensive set of reporting requirements as developed by FWCA. These reports will be required as necessary to carry out reimbursements, monitoring and evaluation of the programs as mandated by federal regulations. **Detailed reports will be expected on at least a monthly basis.** Agencies and organizations submitting a proposal to operate an adult program should be familiar with the basic requirements outlined in typical Department of Labor regulations and should provide necessary staff support in their proposal to see that these requirements are met.

III. Submission of Proposal

In order for the Committee to adequately compare proposals and evaluate them uniformly and objectively, all proposals will be submitted in accordance with the below format. The proposal should be prepared simply and economically, providing straight-forward and concise information as requested.

- A. To ensure a fair and open process for all interested proposers, the following time table will be used with this RFP process:

RFP Issued	<u>September 28, 2020</u>
Questions & Answers Deadline	<u>October 6, 2020</u>
Proposals Due	<u>October 9, 2020</u>
Proposal Review Completed	<u>October 13, 2020</u>
Board of Directors Approval	<u>October 16, 2020</u>
Contractor Begins Delivering Services	<u>October 19, 2020</u>

- B. Attachments – All attachments must be completed and submitted.
- C. Your response to the narrative section of the proposal is limited to no more than 15 pages. This page limitation is imposed for the sake of the reviewers of your proposal.
- D. Proposals may be hand delivered or mailed to the following address:
 Angela Hall
 FWCA
 6347 Plymouth Avenue, 5th Floor
 St. Louis, MO 63133
- E. Questions regarding this RFP may be submitted in writing to Angela Hall at the aforementioned address or at ahall@fwca-stl.com. Questions will be addressed until October 8, 2020.

- F. All items in this section must be answered as part of the RFP requirements. Use this as a checklist to ensure that you have included all items required in this RFP. Failure to include all required information could result in rejection of your proposal.

Executive Summary Form (Must Use Attachment A in this RFP)

- Name of the applicant
- Purpose and mission of applicant organization
- Management capabilities
- Experience of applicant
- Total Amount Requested

Provide Narrative Description of the following:

Experience

- A. Describe how you will engage target population to identify and mitigate legal barriers to employment.
- B. Describe how you will present information to groups of people through pre-employment workshops, community meetings, and other events, including any cooperation with local law enforcement.
- C. Describe creative/innovative strategies to be adapted for this program.
- D. Describe linkages within your organization or with other organizations that will result in additional assistance.
- E. The contracting agency shall agree to periodic monitoring on site for the program fiscal records and other related records. Describe how your agency will allow for access to records for periodic monitoring.

GENERAL TERMS AND CONDITIONS

1. CONTRACT PERIOD

The contract shall not bind, nor purport to bind, FWCA for any contractual commitment in excess of the original contract period, which shall be determined. Service shall commence on the date as shown in the RFP and extend for a period of one year unless otherwise noted in the agreement. FWCA will give as much advance notice as possible to the ending period.

2. REVISIONS TO THE SCOPE OF WORK

In the event the scope of work is revised, additional compensation shall be considered and negotiated at that time. FWCA may request other professional service not included in the proposal and may negotiate the related fees for such services.

3. COORDINATION OF ACTIVITIES

The contractor shall fully coordinate its activities in the performance of the contract with those of FWCA. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor throughout the effective period of the contract.

4. CONFIDENTIALITY

Inasmuch as under the contract the contractor may acquire confidential information, the contractor agrees to keep such information confidential. It is further understood and agreed that this obligation to keep such information confidential shall continue at all times beyond the completion of the contracted work.

5. CLARIFICATION OF CONTRACT

FWCA reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the contractor's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal document shall govern.

6. FORCE MAJEURE

Neither party shall be liable for delays, or defaults in the performance of this Contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action, or any other causes of a similar character beyond its control and without its fault or negligence.

7. PAYMENTS

Contractor shall submit invoice(s) upon completion of the work each month. FWCA shall make payment within (30) days of receipt of invoice.

8. PAYMENTS WITHHELD

FWCA shall have the right to hold or delay payments if the contractor fails to complete work for the month within scheduled time limits and/or the contractor's work is unsatisfactory or incomplete for a particular period.

9. CANCELLATION

Either party may terminate or revise this agreement if agreed to by giving the other party fourteen (14) day's prior written notice.

10. CONTRACTOR INSURANCE

Contractor shall maintain at contractor's expense adequate insurance required protecting contractor's employees and operations fully while on FWCA's property including Workers' Compensation, Employees' Liability, Comprehensive General Liability, and Comprehensive Vehicle Liability Insurance. **Contractor shall provide copies of the Certificate of Insurance upon request.**

11. FWCA LIABILITY

FWCA shall not be liable for any injury to any employee of the Contractor while said employee shall be performing work pursuant to the agreement, and the Contractor hereby indemnifies FWCA and agrees to hold it harmless from any and all claims made by any employee or client who may be injured on FWCA's property or by any cause to the extent attributable to the Contractor's negligence and from all costs arising from such claim or claims including court costs and reasonable attorney's fees.

12. SAFETY

It will be the responsibility of this Contractor to initiate, maintain, and supervise all safety precautions and programs in connection with the work. This includes compliance with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority for safety of persons or property.

13. COMPLIANCE WITH APPLICABLE LAWS

The contractor warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipal governmental authority or agency in providing the services covered by this Contract, including, but not limited to, Fair Labor Standards Act of 1938 as amended.

14. NON-DISCRIMINATION IN EMPLOYMENT

In connection with the furnishing of supplies or performance of work under this Contract, the Proposer agrees to comply with the Fair Labor Standard Act, Fair Employment Practices Act, Equal Opportunity Employment Act, Americans With Disabilities Act Amendment Act and all other applicable Federal and State laws and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

15. ASSIGNMENT OF AGREEMENT

The agreement shall not be assignable by the Contractor in whole or in part without the written consent of FWCA.

16. NOTICE AND SERVICE THEREOF

Any notice to Proposer from FWCA relative to any part of this Contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Proposer at his last given address, or delivered in person to Proposer or his authorized representative.

17. COMPLETE AGREEMENT

The Contract expresses the complete agreement of the parties. Any changes, additions or modifications hereto must be in writing and signed by the President/CEO. No other individual is authorized to modify the Contract in any manner.

ATTACHMENT A—EXECUTIVE SUMMARY FORM

Please use form below to summarize your proposal. Use the space allotted in order to keep essence of proposal concise and specific for reviewers. You may attach up to two additional budget sheets only to explain Funding of Program Components (see below).

Name and Contact Information of Applicant	
Purpose and Mission	
Management Capabilities	
Experience of Applicant	
Total Amount Requested	

ATTACHMENT B

AGENCY NAME _____

BUDGET FOR PROPOSALS

BUDGET ITEM	AMOUNT
Staff Salaries	
Staff Travel	
Other	
Other	
Other	
TOTAL BUDGET	

