



**REQUEST FOR QUALIFICATION**

**SCOPE OF WORK**

**FOR**

**LEGAL CLINIC/SERVICES FOR**

**PATHWAY HOME 5 REENTRY PROJECT (PH5)**

**RFQ OPENING DATE: Monday, July 8, 2024**

**RFQ CLOSING DATE: Friday, July 19, 2024**

**RFQ CLOSING TIME: 3:00 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. Qualifications 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. **Qualifications may be delivered electronically** to Angela Smith at [asmith@fwca-stl.com](mailto:asmith@fwca-stl.com) or by mail to 6347 Plymouth Avenue, St. Louis, MO 63133 on or before the time and date stipulated in the Request for Qualification document. **All late qualifications 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 qualifications must be signed by a duly authorized representative of the person, partnership or corporation offering the bid.** Failure to sign the FWCA Request for Qualification document will result in automatic disqualification of that application. FWCA reserves the right to request written confirmation of persons authorized to sign all qualifications on behalf of a company.
5. **Collaboration with the main partners of the grant, FWCA/Metropolitan Education and Training (MET) Center and St. Louis County Department of Justice Services is required.** Priority consideration will be given to a vendor that has established ties with all three partners.
6. Proposers are responsible for reviewing their qualifications prior to submission to be certain they can honor all terms and conditions offered in the RFQ. This RFQ does not commit FWCA to award a contract, to pay any costs incurred in the preparation of a qualification in response to this request or to contract for services. FWCA reserves the right to accept or reject any or all qualifications 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 qualifications to participate in presentations, in negotiations, or to submit any cost, technical or other revisions of their qualifications that may result from negotiations.
7. If this qualification 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 qualification, you are offering to provide the services to FWCA on the terms and conditions contained in this RFQ. All purchases are subject to the terms and conditions contained in and attached to this RFQ. By submitting a qualification,

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., **July 15, 2024**. Written inquiries should be addressed to Family and Workforce Centers of America, Attn: Angela Smith, Senior Vice President, 6347 Plymouth Avenue, St. Louis, Missouri 63133 or emailed to [asmith@fwca-stl.com](mailto:asmith@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 RFQ, which is in violation of, or in conflict with, Federal Regulations, will be valid. Each respondent is responsible for the compliance of their qualification to such regulations. **Telephone inquiries regarding an interpretation of the contents of the RFQ are not permitted.**
9. Proposers are to check FWCA's website at [www.fwca-stl.com](http://www.fwca-stl.com) to **ensure all addendums are signed and included with submission of qualification 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 RFQ that the appropriate application/budget fact sheet(s) are completed and that their narrative is responsive to the qualification 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 RFQ. Final review and approval by the FWCA Board of Directors is necessary for those qualifications that pass the reviewer stage. A proposer will be notified in writing if the qualification submitted failed the reviewer stage by not receiving enough points for consideration for funding. If the qualification failed this reviewer stage, the proposer may request, in writing, to Angela Smith (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 County 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 qualifications under the RFQ 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 qualification must not be more than 10 pages.

## OVERVIEW

The Department of Labor has issued a St. Louis Pathway Home 5 Reentry Grant to assist in removing barriers to training and employment for incarcerated individuals pre-release. Family and Workforce Centers of America is seeking an agency(ies), organization(s), firm(s), or unit(s) of government to provide performance measurement system and implementation plan services to ensure that program milestones are met. This Request For Qualification (RFQ) incorporates the mission, requirements and objectives of FWCA's Board of Directors, and other workforce initiatives. Resources to be made available under this RFQ 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 Qualifications meeting minimum program standards, quality, and appropriateness.

FWCA will accept Qualifications for legal clinic/services with a planned implementation date of **August 9, 2024**.

**Potential bidders are strongly encouraged to carefully read the entire RFQ and all attachments.** All responses will be evaluated by reviewers against the criteria identified in this RFQ. Final review and approval by FWCA and its Board of Directors is necessary for those Qualifications 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 qualification must not be more than 15 pages.**

# REQUEST FOR QUALIFICATION

**DATE ISSUED: July 8, 2024**

**ITEMS/SERVICE REQUESTED: Legal Clinic/Services**

Electronic qualifications should be submitted to Angela Hall at [asmith@fwca-stl.com](mailto:asmith@fwca-stl.com) or by mail to Family and Workforce Centers of America, 6347 Plymouth Avenue, St. Louis, MO 63133 on or before 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.

**QUALIFICATIONS DUE: Friday, July 19 at 3:00 p.m. (CST local time)**

If this qualification 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 qualification when signed by an authorized representative of FWCA and returned to the Proposer. By signing and submitting this qualification, you are offering to provide services to FWCA on the terms and conditions contained in this Request for Qualification. All purchases are subject to the terms and conditions contained in and attached to this Request for Qualification. By submitting a qualification, 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 qualification. Any such Purchase Order shall be governed by this contract and shall not be deemed a qualification 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 qualification opening under the terms and conditions offered in qualification herein. (90 days unless otherwise specified)**

In compliance with the above, the undersigned offers and agrees, if this qualification 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 Qualification document. **IF NOT SIGNED BELOW, QUALIFICATION WILL BE DISQUALIFIED.**

\_\_\_\_\_  
**(Company Name) - FEIN**

\_\_\_\_\_  
**(Authorized Signature)**

\_\_\_\_\_  
**(Printed Name and Title)**

\_\_\_\_\_  
**(Company Address)**

\_\_\_\_\_  
**(City/State/Zip Code)**

**Bid is accepted for FWCA by:**

\_\_\_\_\_  
**(Signature) Carolyn Seward, CEO**

**Items/Sections Accepted:**

## I. Introduction and Background

Family and Workforce Centers of America is issuing this Requests for Qualification (RFQ) to procure a contractor that will provide legal clinic/services to ensure that program milestones are met for the Pathway Home 5 Reentry grant.

### **Pathway Home 5 Reentry Model**

Eligible inmates in the St. Louis County Department of Justice Services will be screened and selected for participation based upon the following criteria: they are within 270 days of release to St. Louis County and are unemployed, have work-release privileges and have been determined appropriate for consideration in the proposed project by both DJS (in good standing) and FWCA (good fit for program services). The design draws on evidence-based criminal justice practices and promising strategies for connecting hard-to-employ people to work. Individuals will be assessed along two dimensions, criminogenic risk & job readiness. These intersect each other to form four quadrants. Services are matched according to which quadrant the individual falls within upon assessment.

In general, those with high criminogenic risk/low job readiness need more intensive and structured services, whereas those with lower criminogenic risk/higher job readiness will likely benefit from less supervision and may need fewer support services. Following the model, lower risk individuals are prioritized for more immediate entry into occupational skill training and workforce components while project and partner staff work with higher risk individuals to address other criminogenic needs first. All services are delivered with more or less intensity to reflect risk levels. Those with lower risk levels (and higher risk, when ready) enter workforce development activities related to their assessed job-readiness level and their interests. Workforce services will assist soon-to-be-released inmates to prepare for employment to increase their opportunities for successful reentry into St. Louis County as well as build connections to local employers that enable transitioning offenders to secure employment pre-release.

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 scheduled (monthly) classroom instruction pre-release.
- Provide legal representation to program participants for minor offenses (misdemeanors) that prevent participants from employment and/or housing, based on Pathway Home 5 approval and verification of pending employment.
- Assist designated participants in filing paperwork with the courts and provide, where required, legal services including but not limited to: securing a driver's

license; expunging criminal records; creating and/or modifying child support orders; helping parents in obtaining and retaining custody of their children; securing and maintaining stable and habitable housing and accessing public benefits. Services may also include protection of civil rights, housing justice or other special areas related to receipt of public benefits.

## **II. Additional Requirements**

- III. This RFQ is not in itself an offer of work nor does it commit FWCA to fund any qualifications submitted. FWCA is not liable for any costs incurred in the preparation or research of Qualifications. 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 RFQ at any time, 2) reject any and all Qualifications, and 3) re-issue this RFQ.
- IV. FWCA may negotiate the qualification with the successful proposer before FWCA will make any final commitment. All commitments made by FWCA are contingent upon the availability of funds.
- V. Bidding organizations should note that under the requirements of the Freedom of Information Act (FOIA), the contents of your qualification 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 qualification 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 qualification 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 qualification or any part of a qualification be released prior to the contract award decision.
- VI. The winning proposer must subscribe to and use E-Verify to ensure all staff and potential staff working under this contract meets the illegal immigrant policies set forth by the State of Missouri.
- VII. 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.
- VIII. 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.

- IX. Contractor will submit invoice in triplicate to Attn: Fiscal Department, FWCA, 6347 Plymouth Avenue, St. Louis, MO 63133.
- X. 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.
- XI. 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 minimum a monthly basis.** Agencies and organizations submitting a qualification 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 qualification to see that these requirements are met.

### III. Submission of Qualifications

In order for the Committee to adequately compare qualifications and evaluate them uniformly and objectively, all qualifications will be submitted in accordance with the below format. The qualification 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 RFQ process:

RFQ Issued	<u>July 8, 2024</u>
Questions & Answers Deadline	<u>July 15, 2024</u>
Qualifications Due	<u>July 19, 2024</u>
Qualification Review Completed	<u>July 26, 2024</u>
Board of Directors Approval	<u>August 2, 2024</u>
Contractor Begins Delivering Services	<u>August 9, 2024</u>

- B. Attachments – All attachments must be completed and submitted.
- C. Your response to the narrative section of the qualification is **limited to no more than 10 pages**. This page limitation is imposed for the sake of the reviewers of your qualification.
- D. Qualifications may be hand delivered or mailed to the following address:  
Angela Smith  
FWCA  
6347 Plymouth Avenue  
St. Louis, MO 63133

E. Questions regarding this RFQ may be submitted in writing to Angela Smith at the address above or at [asmith@fwca-stl.com](mailto:asmith@fwca-stl.com). Questions will be addressed until July 15, 2024.

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

**Executive Summary Form (Must Use Attachment A in this RFQ)**

- 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 program participants to identify and mitigate legal barriers to employment.

B. Describe how you will present information to program participants via workshops to include group consultation via workshop and/or webinar format providing participants with necessary forms and information to represent themselves, when applicable, 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 how you will provide participants with agreed upon training on how to prevent future legal issues from occurring as well as skills to resolve active legal issues/cases and reduce recidivism.

E. Describe linkages within your organization or with other organizations that will result in additional assistance.

F. 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 RFQ 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 services not included in the qualification 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 Qualification or the contractor's qualification. In all other matters not affected by the written clarification, if any, the Request for Qualification 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) days' prior written notice. ***FWCA has the right to terminate the contract if defined objectives are not achieved within the designated timeframe.***

## **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 the last given address, or delivered in person to Proposer or the 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 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 qualification. Use the space allotted in order to keep essence of qualification 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	
<b>TOTAL BUDGET</b>	

# ATTACHMENT C

## Worksheet for Staff Wages

Position Title	Salary Per Pay Period	Number of Pay Periods	Total	% of Cost to Program	Actual Program Cost