



REQUEST FOR PROPOSALS (RFP)

FOR

ONE-STOP OPERATOR

Mother Lode Workforce Development Board is requesting proposals for One-Stop Operator services for Mother Lode Consortium serving Amador, Calaveras, Tuolumne, and Mariposa Counties in accordance with WIOA 121(d). Please read all sections of the following RFP for requested services, requirements, and instructions on how to submit a proposal.

Proposals must be emailed, with the subject line “OSO RFP Response 2023” to:

Amy Frost, Deputy Director
(209) 588-1150

Procurement@mljt.org

Proposals must be received by the closing date and time listed below to be considered.

CLOSING DEADLINE DATE: June 07, 2023 at 5:00 P.M.

MLWDB services are federally funded with \$2,421,972.00 (48%). Additionally, \$2,655,841.00 (52%) is financed by non-federal sources. One-Stop Operator services are 100% federally funded through WIOA Title 1

REQUEST FOR PROPOSALS (RFP)

For

ONE-STOP OPERATOR

BACKGROUND

The Mother Lode Workforce Development Board (MLWDB) is seeking proposals from qualified sources to serve as One-Stop Operator in accordance with the Workforce Innovation & Opportunity Act (WIOA) Section 121(d).

The MLWDB serves Amador, Calaveras, Tuolumne, and Mariposa Counties.

The Workforce Innovation & Opportunity Act (WIOA), signed into law on July 22, 2014, was the first legislative reform of the public workforce system in 15 years. WIOA presents an opportunity to improve job and career options for our nation's workers and jobseekers through an integrated, job-driven public workforce system that links diverse talent to businesses. It supports the development of strong, vibrant regional economies where businesses thrive and people want to live and work. WIOA reaffirms the role of the American Job Center (one-stop) system as the primary service access point in each local area. The WIOA law outlines six (6) key purposes:

1. Increasing access to and opportunities for the employment, education, training and support services individuals need to succeed in the labor market, with particular emphasis on those with barriers to employment;
2. Aligning workforce investment, education, and economic development systems to support a comprehensive, accessible, and high-quality workforce development system;
3. Improving the quality and labor market relevance of workforce investment, education, and economic development efforts to provide individuals with the skills and credentials needed to secure and advance in employment with family-sustaining wages and to provide employers with the skilled workers needed for success in a global economy;
4. Promoting improvements in the structure and delivery of services through the workforce development system to better address the employment and skill needs of workers, jobseekers, and employers;
5. Increasing the prosperity of workers and employers and the economic growth of communities and regions; and
6. Increasing the employment, retention, and earnings of participants and increasing the attainment of recognized postsecondary credentials by participants to improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, and meet the skill requirements of employers to enhance productivity and competitiveness.

The U.S. Department of Labor envisions WIOA as the driver of workforce systems that support strong regional economies and play an active role in community and workforce development. America's Job Centers of California ("AJCCs") are expected to provide excellent customer service with a focus on continuous improvement, and the needs of businesses and workers will drive workforce solutions.

MLWDB RFP for One-Stop Operator

Applicants should be aware that MLWDB's activities, as well as those of any MLWDB-funded contractor, are subject to modifications based on needs, services, and funding and those required by federal and state legislation and their regulations, local laws, specific funding-source requirements, and applicable MLWDB policies and procedures.

PURPOSE OF SOLICITATION

This RFP has been released to allow MLWDB to secure a qualified contractor to serve as One-Stop Operator for the Mother Lode Consortium serving Amador, Calaveras, Tuolumne, and Mariposa Counties in accordance with WIOA 121(d).

This RFP may be updated without notice at any time to promote successful outcomes and ensure program compliance.

QUALIFIED APPLICANTS

Qualified applicant agencies include:

- Consortium (includes at least 3 One-Stop partners listed in 121(b)(1)
- Institution of Higher Education
- Employment Services State agency established under Wagner-Peyser
- Community Based Organizations (CBO)
- Private for-profit entities
- Private non-profit agencies/institutions
- Government agencies
- Local Chamber or Business Organization
- Labor Organization
- Nontraditional public secondary school (121(d)(3))

AGREEMENT TERM

The Agreement term shall be for a period of two (2) years with an option to renew for one additional period of two years. The start date will commence July 1, 2023, with a scheduled completion date of June 30, 2025, contingent on appropriate and sufficient funding, and subject to one mutually agreed upon two-year extension to June 30, 2027.

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AVAILABLE FUNDS AND ESTIMATED COST OF SERVICES

Funds are provided to MLWDB by the U.S. Department of Labor (DOL) via the State of California, under the auspices of the State Workforce Development Board, pursuant to the Workforce Innovation & Opportunity Act (WIOA) and/or its successor legislation under Title I. The estimated cost of services under this RFP will be up to \$20,000 per year for two years, and will be 100% funded through WIOA.

FORMAL CONTRACT

All successful applicants selected to provide services will be required to enter into a standard form service agreement with MLWDB, subject to the General Conditions / Special Conditions of WIOA (Exhibit B).

Applicants are advised that the MLWDB will require that all recipients of funds publicize the fact that the program it operates is funded, in whole, or in part, by MLWDB. All contracts will contain a provision requiring the provider to abide by this requirement.

REQUIRED RESPONSE

Interested applicants must respond using the Proposal form (Exhibit A) provided (forms may also be downloaded from MLWDB's website at www.mljt.org). ***No substitutions in format, design, or services will be considered.***

PERIOD OF SOLICITATION

Timelines

RFP open May 8, 2023; 11:00 am

Deadline for questions May 22, 2023; 5:00 pm

Answers to questions posted May 26, 2023; 5:00 pm

RFP responses due **June 7, 2023; 5:00 pm**

Review period commences June 8, 2023

Board of Directors approval of award June 22, 2023

Workforce Development Board approval of award June 22, 2023

Award announcement June 23, 2023; 8:00 am

This RFP may be updated without notice at any time to promote successful outcomes and ensure program compliance.

SUBMITTAL PROCEDURE

To be considered for One-Stop Operator, applicants must submit a proposal packet, including all items listed on Exhibit A, via electronic means.

The proposal must be signed by an appropriate official who is authorized to submit the proposal for the responding entity.

MLWDB RFP for One-Stop Operator

Completed proposal packet should be submitted to:

Mother Lode Job Training Agency
Attn: Amy Frost, Deputy Director
Email: procurement@mljt.org

Questions regarding the RFP and/or the submission process should be directed to:

Mother Lode Job Training Agency
Attn: Amy Frost, Deputy Director
Email: procurement@mljt.org

SELECTION/EVALUATION PROCEDURE AND CRITERIA

Proposals will be evaluated in accordance with established procurement policy and procedures. Applicants may be contacted in writing to answer questions or provide clarification to the evaluation team. Upon completion of the evaluation process and submittal of supplemental documents, staff will notify all vendors of proposal status.

The following is a summary of the evaluation criteria:

Capabilities (30 points)

Description of the history and experience of the applicant as it applies to WIOA (or WIA) or partner programs, the organizational structure, and references.

Service (50 points)

Description of proposed service.

Reasonableness of Cost (20 points)

Comparisons will be made of proposed cost to the historical cost of vendors with similar services and those of other proposers.

SUPPLEMENTAL DOCUMENTS

All applicants that successfully pass the evaluation process will be required to submit administrative (W-9) and insurance (outlined in contract template) documents. Only verification of insurance is required at this point; endorsement will be required if selected to provide services.

MLWDB RFP for One-Stop Operator

PROTEST PROCEDURES TO RESOLVE PROCUREMENT DISPUTES

All protests to resolve disputes concerning this RFP shall be submitted in writing, must specify in detail the grounds of the protest, the facts and evidence in support thereof, and the remedy sought. The written protest must be delivered to the MLWDB within the time limits provided below. In the absence of a timely and properly submitted written protest, no party responding to this RFP shall be eligible for any remedy.

The determination of this RFP or the recommendation of MLWDB staff can be protested by any applicant by following this procedure: file a protest, in writing, no later than five (5) calendar days following release of the staff recommendation. The MLWDB Executive Director shall resolve any protest based upon the written protest and any oral and written response thereto provided by MLWDB staff. Any resolution of the protest shall be deemed final.

APPEALS

- a. An appeal of a **denial of award** can only be brought on the following grounds:
 - i. Failure of MLWDB Staff to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
 - ii. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
 - iii. A violation of State or Federal law.
- b. Appeals will not be accepted for any reasons other than those stated above.
- c. Appeals must be sent to:

**Mother Lode Job Training Agency
Attn: Executive Director
197 Mono Way, Suite B
Sonora, CA 95370**

- d. Accepted appeals will be processed and reviewed by the Executive Director of the Agency;
- e. The Executive Director will consider only those specific issues addressed in the written appeal.

LIMITATIONS

MLWDB shall not pay for any costs incurred by the applicant agency in the completion of this proposal. Submission of proposals does not, in any way, obligate MLWDB to award a contract.

MLWDB reserves the right to accept or reject any proposal, to negotiate with all qualified sources, or to cancel in part or in its entirety this RFP, if it is in the best interest of MLWDB to do so.

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MLWDB may require successful applicants to participate in contract negotiations and to submit additional programmatic or financial information as a result of negotiations prior to contract finalization. MLWDB shall reserve the right to terminate, with or without cause, any contract entered into as a result of this RFP process.

MODIFICATION OF CONTRACTS

Any contract awarded pursuant to this RFP may be unilaterally modified by MLWDB upon written notice to the contractor under the following circumstances:

- a) Awardee fails to meet performance and service expectations set forth in the contract, or
- b) The Federal or State government increases, reduces or withdraws funds allocated to MLWDB, which impact services solicited under this RFP, or
- c) There is a change in Federal or State legislation and/or their regulations, local laws, or applicable MLWDB policies or procedures.

SUBCONTRACTING

Subcontracting for specialized, technical portions of services, may be permitted upon approval of the evaluation team. In such instances, applicants must clearly delineate in the proposal any plans to subcontract, identify the nature and scope of any planned subcontracting activity, and identify and verify the capability of the proposed subcontractor(s). MLWDB reserves the right to approve the form and content of all subcontracts.

PROTECTION OF HUMAN SUBJECTS

Successful applicants shall comply with the provisions of applicable federal regulations, including but not limited to Executive Order 13627 dated September 25, 2012, which requires safeguarding the rights and welfare of human subjects who are involved in activities supported by federal program funds.

PROPOSED SERVICES

The One-Stop Operator must provide services in accordance with WIOA Section 121(d). The One-Stop Operator has two distinct roles summarized below:

- Coordinating the service delivery of required AJCC partners and service providers.
- Ensuring the implementation of partner responsibilities and contributions agreed upon in the Memorandums of Understanding.

Proposed services include:

- In conjunction with Workforce Board oversight and designated administrative staff, the One-Stop Operator will coordinate the implementation of negotiated Memorandums of Understanding (MOUs) and Cost Sharing Agreements (CSA) with all mandated partners.

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- The convening and facilitation of, at a minimum, quarterly WIOA partner meetings that focus on systems alignment, process improvement and building value added collaboration amongst system partners. Attendance and participation may be through any suitable modality, including: Zoom, Teams telephonic conference calls, in person or through some other readily available/adequate conferencing medium.
- The One-Stop Operator will act as a liaison between the Workforce Board and the system partners and as such will be required to attend meetings of workforce board or its Executive Committee to receive direction and to report on progress no less than three times annually.
- The One-Stop Operator may conduct the open and independent evaluation of each comprehensive and affiliate AJCC, along with providing recommendations to the Local Board based on those evaluations, regarding operational efficiency, certification status, and continuous improvement strategies.
- Complete all other duties that may be necessary to fulfill the requirements of 20 CFR 678.620 and maintain compliance as a one-stop operator.

Desired services:

In addition to the required services as a one-stop operator, an Applicant with proven grant writing experience is desirable, but if an Applicant does not have the desired trait they will not be disqualified. If a bidder has such experience, it should be included in the bid, as well as the cost of such services in addition to that identified in the preceding section.

Exhibit A

ONE-STOP OPERATOR PROPOSAL

COVER PAGE

Applicant Organization Name		IRS Employer Identification Number		
Organization Address		City	State	Zip
Phone	Fax		E-Mail	
Contact Name		Title		
Status:				
Consortium (includes at least 3 One-Stop partners listed in 121(b)(1)) 1) _____, 2) _____ 3) _____				
<input type="checkbox"/>	Institution of Higher Education			
<input type="checkbox"/>	Employment Services State agency established under Wagner-Peyser			
<input type="checkbox"/>	Community Based Organizations (CBO)			
<input type="checkbox"/>	Private for-profit entities			
<input type="checkbox"/>	Private non-profit agencies/institutions			
<input type="checkbox"/>	Government agencies			
<input type="checkbox"/>	Local Chamber or Business Organization			
<input type="checkbox"/>	Labor Organization			
<input type="checkbox"/>	Nontraditional public secondary school (121(d)(3))			

Assurances and Certification:

I, (We), the undersigned, as the duly-authorized representative(s) of the respondent organization, affirm that the information and statements contained on this proposal, to the best of my (our) knowledge, are truthful and accurate, and further, that I (we) am (are) duly authorized to submit this proposal from the respondent organization to deliver services.

Signature

Typed Name

Date

Exhibit A

ONE-STOP OPERATOR

PROPOSAL

A) Organizational History, Experience, and Structure: (25 points)

- 1) Describe your organization. Include history, purpose, years of operation, number of staff and services provided to the community.
- 2) Describe your organization's experience in operating the proposed services.
- 3) Describe your organization's familiarity with programs such as WIOA/WIA and partner programs associated with these programs.
- 4) Attach an organization chart.

B) References (5 points)

Applicants who have not received funding from MLWDB within the past two years of the submitting this proposal must complete References, and provide at least three

(3) complete references from organizations/agencies (other than MLWDB), that applicant has had direct involvement with or received funding for the provision of services for which applicant is applying. The following information for each reference must be included:

- Reference's organization name
- Contact person
- Address, phone number and email address
- Grant period, funding source and/or amount or fees for funded services
- Description of services provided

C) Services (50 points)

In detail, describe how you will fulfill each of the objectives outlined below:

- 1) In conjunction with Workforce Board oversight and designated administrative staff, the One-Stop Operator will coordinate the implementation of negotiated Memorandums of Understanding (MOUs) and Cost Sharing Agreements (CSA) with all mandated partners.
- 2) The convening and facilitation of quarterly WIOA partner meetings that focus on systems alignment, process improvement and building value added collaboration amongst system partners.

Exhibit A

- 3) The One-Stop Operator will act as a liaison between the Workforce Board and the system partners and as such will be required to attend meetings of workforce board or its Executive Committee to receive direction and to report on progress no less than three times annually.
- 4) The One-Stop Operator may conduct the open and independent evaluation of each comprehensive and affiliate AJCC, along with providing recommendations to the Local Board based on those evaluations, regarding operational efficiency, certification status, and continuous improvement strategies.

D) Cost (20 points)

A. **One-Stop Operator Proposed Services Costs**

Provide the following:

- cost breakout (staff, travel, materials, etc.)
- estimated # of hours to provide service

B. **Additional Costs**

MLWDB may wish to request more services dependent upon the needs of our Local Workforce Development Board (LWDB). As such, individualized billing will be required. Should additional services be requested all bids should include the following:

- Hourly rates of the one-stop operator;
- Mileage; and,
- Overnight costs

Exhibit B

General Conditions / Special Conditions Workforce Innovation & Opportunity Act (WIOA)

A. MOTHER LODE JOB TRAINING CONTRACT STIPULATIONS & COMPLIANCE

- a. **Entire Agreement.** This contract and all of the exhibits attached hereto embody the entire agreement between MLJT and Contractor. If any provision herein is held invalid by a court of competent jurisdiction, it shall be considered deleted here from, and shall not invalidate the remaining provisions.
- b. **Prior Approval of MLJT Required.** Contractor must obtain prior written approval from MLJT for: each subcontract for consultant, professional or program services; the rental, lease or lease/purchase of equipment; the purchase of any equipment item with a cost of \$5,000 or more; and/or, the rental of office space or property; to be entered into in connection with the performance of this contract.
- c. **Legal Remedies Not Limited.** Any remedies specifically mentioned in this contract shall not be construed as limiting MLJT to such remedies, and MLJT shall be entitled to pursue any and all legal remedies available to it.
- d. **Termination. Upon termination,** the disposition of unexpended funds and property or non-consumable equipment shall be subject to MLJT's discretion. At the time of the termination of this contract, any finished or unfinished documents, data, records, studies or reports purchased or prepared by Contractor under this contract shall remain the property of MLJT or be disposed of subject to MLJT's discretion.
 1. **Termination for Cause** -- MLJT determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if MLJT determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, MLJT shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination. Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by MLJT, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to MLJT forthwith whatever sums are so disclosed to be due to MLJT (or shall, at MLJT's election, permit MLJT to deduct such sums from whatever amounts remain undisbursed by MLJT to Contractor pursuant to this Agreement or from whatever remains due Contractor by MLJT from

Exhibit B

any other contract between Contractor and MLJT).

2. **Termination Without Cause** -- MLJT shall have the right to terminate this Agreement without cause at any time upon giving at least 30 days written notice prior to the effective date of such termination.
 3. **Termination By Mutual Agreement** -- MLJT and Contractor may otherwise agree in writing to terminate this Agreement in a manner consistent with mutually agreed upon specific terms and conditions. Any such termination shall occur with at least 30 days' notice.
 4. **Termination by Contractor** -- If Contractor terminates this contract because it is unwilling or unable to comply with any additional conditions imposed by MLJT as may lawfully be imposed to assure performance of this contract, or to comply with federal, state or local laws or regulations, MLJT may require Contractor to ensure that adequate arrangements have been made for the transfer of Contractor's activities, as directed by and to MLJT's satisfaction. Notwithstanding the above, Contractor shall not be relieved of liability to MLJT for injuries, expenses, losses, claims or damages sustained by MLJT by virtue of any breach of this contract by Contractor or its employees, participants or agents.
- e. **Independence of Contractor.** Contractor shall at all times be deemed an independent contractor and shall be wholly responsible for the terms of this contract. Contractor assumes exclusively the responsibility for the acts of its employees, agents, volunteers or program participants as they relate to the services to be performed during the course and scope of their employment or agency. Contractor shall indemnify, hold harmless and defend MLJT to the maximum extent permitted by law from and against all liability for injuries, damages, claims, losses and expenses, including attorneys' fees and cost of suit, caused by any act or omission of Contractor, Contractor's employees, volunteers, agents or program participants, or anyone who acts for any of them; any subcontractor and anyone directly or indirectly employed by them; or anyone for whose acts any of them may be liable.
- f. **Adherence to Contract Specifications and Standards.** Contractor must adhere to MLJT's performance standards, service levels and cost guidelines specified in this contract.
- g. **Program Changes.** Any significant program changes imposed to this contract shall be reviewed by MLJT including the rationale for changes, the estimated impact on the program, and the opportunity for the contractor and/or subcontractors to provide comment to MLJT.

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- h. **Organizational Changes.** All recipients of WIOA funds must submit changes to their organizational information on the agency's official letterhead stationery, and must be signed by the appropriate elected official, chief administrator or chief executive officer. Changes include any change in the official name of the organization, or change in those with signatory authority, including any alternate administrators.
- i. **Side Letters.** Any changes to this contract that do not affect the total amount of the contract or time frames for performance may be accomplished through a Side Letter. This Side Letter shall be as binding on both parties as a duly constituted contract.

B. CERTIFICATIONS AND ASSURANCES

- a. **Debarment Certification.** In signing the contract, Contractor certifies that neither the Contractor, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving Federal assistance or funding by any Federal department or agency of the United States (Reference: Executive Order 12549 and 12689 [20 CFR 667.200(d), 29 CFR Parts 95.13, 95.48 Appendix A-8 and 98.510]).
- b. **Fraud Certification.** In signing this contract, Contractor certifies that none of the Contractor's Officers has been convicted of fraud or misappropriation of funds. (Reference: State UI Code 15051(b)).
- c. **Lobbying Certification.** In signing this contract, any contractor receiving federal contracts, loans, or other cooperative agreements, certifies that neither the contractor, nor its subcontractors have paid or will pay funds to any person for lobbying purposes. Contractors receiving \$100,000 or more in federal funds are required to sign a certification of freedom from lobbying activities, as a requirement of this contract. If said contractor will pay for lobbying activities with non-federal funds, said contractor agrees to disclose these activities by signing Standard Form – LLL, disclosing lobbying activities.
- d. **Drug-Free Workplace.** In signing this contract, contractor certifies that it and its subcontractors will, or will continue to, provide a drug-free workplace.
- e. **Clean Air and Water Requirements.** Contracts in excess of \$100,000 will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act – per reference at 29 CFR 97.36(i)(12).
- f. **Energy Efficiency Standards.** Contractors will comply with the mandatory standards and policies related to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy

Exhibit B

Conservation Act (Public Law 96-163) – per reference at 20 CFR 97.36(i)(13).

- g. **Sweatfree Code of Conduct**: Contractors and subcontractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108. Contractor agrees to cooperate fully in providing reasonable access to the contractors' records, documents, agents or employees, or premises if reasonably required by authorized officials of the state, the Department of Industrial Relations, or Department of Justice to determine the contractors' compliance with the requirements under the Sweatfree Code of Conduct.
- h. **National Labor Relations Board Certification**: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code § 10296) (Not applicable to public entities.)
- i. **Federal Funding Accountability and Transparency Act (FFATA)**: By signing this agreement, Contractor hereby assures and certifies to comply with the provisions of FFATA, which includes requirements on executive compensation, and requirements implementing FFATA at 2 C.F.R. part 25 and 2. C.F.R. part 170.
- j. **Expatriate Corporations**: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code §§ 10286 and 10286.1, and is eligible to contract with the State of California or Department of Labor.
- k. **Child Support Compliance**: For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code § 7110, that:

Exhibit B

1. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with § 5200) of Part 5 of Division 9 of the Family Code; and
2. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

l. **Domestic Partners**: For contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that it is in compliance with Public Contract Code §10295.3.

m. **Corporate Registration**: The Contractor, if it is a corporation, certifies it is registered with the Secretary of the State of California.

C. COMPLIANCE WITH WIOA AND MLJT POLICIES

a. **Conflict of Interest and Confidentiality Policies**. Contractor agrees to adhere to the written Conflict of Interest Policy for Contractors and the Policy on Confidentiality of Participant Records as provided by MLJT and incorporated in the Master Contract Document. Said policies are incorporated herein by this reference, and Contractor acknowledges receipt of both policies as stated in the Master Contract.

b. **Adherence to Current and Future Policies**. Contractor will comply with all policies and procedures, and any changes necessary, relating to the implementation of the Workforce Innovation Opportunity Act (WIOA) and with changes in the federal, state, and/or EDD regulations, policies or procedures governing WIOA Programs.

c. **Americans with Disabilities Act (ADA)**: Contractor assures that it complies with the ADA of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. § 12101 et seq.)

d. **Equal Opportunity and Non-Discrimination**. Contractor assures that he/she/they will comply with Title VII of the Civil Rights Act of 1964 and with Equal Employment Opportunity provisions in Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60, and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract. During the performance of this contract, Contractor and Subcontractors shall

Exhibit B

not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, pregnancy disability and denial of family care leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 g-f, et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, and section 7285. et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract, or its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor agrees to conform to nondiscrimination provisions of the WIOA and other federal nondiscrimination requirements referenced in 29 CFR, Part 37.

1. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this contract, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non- merit factor. Distributed publications, broadcasts, and other communications, which promote WIOA programs or activities, must include the following taglines: This WIOA Title I financially assisted program or activity is an "Equal Opportunity Employer/Program." Auxiliary aids and services are available upon request to individuals with disabilities.
2. Contractor shall, if requested to do so by the MLJT, certify that it has not, in the performance of this contract, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
3. If requested to do so by MLJT, contractor shall provide MLJT with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
4. Nothing contained in this contract shall be construed in any manner so as to require or permit any act, which is prohibited by law.

D. USE AND ALLOCATION OF FUNDS

Exhibit B

- a. **Funds for Relocation Disallowed.** No funds may be used to assist in relocating establishments or parts thereof, from one area to another unless the U.S. Secretary of Labor determines that such relocation will not result in an increase in unemployment in the area of original location or in any other area.
- b. **Funds for Political Activities Disallowed.** WIOA grant funds shall not be utilized for political activities, nor to assist, promote or deter union organizing.
- c. **No Monetary Inducements.** No person or organization may charge an individual a fee for the placement or referral of such individual in or to a training program under the WIOA Program. Contractor certifies and agrees that no monetary compensation of any kind will be offered or promised to induce employers to hire WIOA participants.
- d. **No Sectarian Support.** Participants shall not be employed on the construction, operation, or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place for religious worship.
- e. **Payment Conditional.** Payment of invoices by MLJT is conditioned upon receipt of adequate funds from the State of California. MLJT reserves the right to reduce the amount of consideration to be paid under this contract if it does not receive adequate funds from the State of California. Under such circumstances, a corresponding adjustment in services to be rendered by Contractor will be made by mutual agreement of the parties.
- f. **Disallowed Costs.** The Contractor will be liable for and will repay to the Pass-through Entity, any amounts expended under this agreement found not to be in accordance with WIOA including, but not limited to, disallowed costs. Such repayment will be from funds (Non-Federal), other than those received under the WIOA.

E. FISCAL MANAGEMENT

- a. **Cost Sharing – No Duplicate Payments.** Upon request, Contractor shall provide MLJT with a statement indicating the amount and source for which a cost is being shared with other revenues. MLJT will not pay for those activities and services that are to be paid from other revenue. If any costs are to be shared between WIOA funds and revenues from any other source, whether public or private, Contractor shall submit a comprehensive cost allocation plan.
- b. **Cost Allocation Plan.** If applicable, Contractor will maintain a cost allocation plan that explains the methodology used to determine costs that are shared with other revenue sources and use it as a basis for charging expenses.

Exhibit B

Additionally, contractor agrees to maintain journals, ledgers, and source documents that identify expenditures by cost category in accordance with applicable laws and regulations.

- c. **Records and Accounts.** To assure a proper accounting for all funds paid under this contract, Contractor shall maintain separate program statistical and fiscal records and accounts that are deemed necessary by MLJT, and that are in accordance with applicable state or federal regulations and directives. Contractor promises that its records and accounts will be kept in accordance with generally accepted reporting and accounting principles and procedures. All expenses must be supported by adequate documentation to establish a clear audit trail. If the Contractor is a public agency or entity, funds shall be distributed through the agency's chief fiscal officer, who shall be familiar with the applicable regulations and requirements of this contract.
- d. **Audits.** All audits must be conducted in compliance with the provisions of the Single Audit Act Amendments of 1996, which requires organization-wide audits of recipients of \$750,000 or more of federal funds, as described in OMB Circulars A-133, the Uniform Guidance (2CFR Part 200), and AMLJT Audit Policies as appropriate (see Exhibit D. Audit Requirements).
- e. **Submission of Invoices.** All invoices are to be emailed to accounting@mljt.org or mailed to the following address:

Mother Lode Workforce Development Board
Fiscal Department
197 Mono Way, Suite B
Sonora, CA 95370

1. Contractor will invoice MLJT for actual costs incurred during the billing period, as per Budget/Budget Narrative.
2. Invoices not received within ninety **(90)** days after expenditures have been incurred will not be honored.
3. All invoices must be received within thirty **(30)** days after Agreement expires or terminates to be honored.
4. The parties agree that any invoice received after the tenth (10th) working day of a month may not be processed for payment until the following month.

Exhibit B

F. PROPERTY/COPY RIGHTS AND PATENTS

- a. **Intent to Copyright.** In signing this contract, Contractor agrees to immediately notify MLJT of their intent to obtain a copyright or patent for material written or items invented during this contract or subsequent to it. MLJT will then notify the U.S. Department of Labor (DOL) and the State of California Employment Development Department (EDD) who will determine whether either or both government entities have any rights regarding the copyright or patent developed during the course of this contract.

G. MONITORING OF CONTRACTS

- a. **Submission of Reports and Forms.** To fulfill state monitoring, reporting and evaluation requirements, Contractor agrees to submit any reports that MLJT may request, and that are necessary to monitor this contract.
- b. **Access to Records and Documents.** Contractor shall provide access by MLJT, the Department of Labor, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records (including computer records) of the contractor or subcontractors, which are directly pertinent to charges in the program, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to contractors' personnel for the purpose of interviews and discussions related to such documents.



Per the RFP schedule, questions in response to the OSO RFP were to be submitted by Monday, May 22, 5pm. No questions were submitted.

Deadline to respond to this RFP is June 7th 2023.