



Workforce Development
Programs

Employer of Record
Services

REQUEST FOR PROPOSAL No. 2022 – MLJT – EOR

Release Date: June 29, 2022

Due Date: July 22, 2022 – 5:00 p.m.

EQUAL OPPORTUNITY / EQUAL ACCESS

MLJT is an equal opportunity employer. Free auxiliary aids and services are available upon request for individuals with disabilities. CRS 711 (TTY)

Mother Lode Job Training Request for Proposal Summary

Mother Lode Job Training (MLJT) is requesting proposals for Employer of Record services for Workforce Development programs. The contract award period will be from August 1, 2022 through July 31, 2023, with the option to renew for two additional fiscal years (August 1 through July 31). Subsequent contracts may be issued based upon satisfactory performance and funds availability until the end of the procurement period.

Eligible applicants are organizations with experience providing employer of record services. This includes all public and private non-profit entities, community-based organizations, local education agencies, and commercial organizations.

It is estimated that there will be approximately \$500,000 available in applicable workforce development funds during the initial funding period August 1, 2022 to July 31, 2023. Funding amounts in this Request for Proposal (RFP) are **estimates only** and are subject to budgetary policy decisions.

All funding under this Request for Proposal (RFP) is contingent upon MLJT's receipt of funds.

This RFP is available on MLJT website at: www.mljt.org.

MLJT reserves the right to make unilateral modifications to this RFP to address changes on the federal, state and/or local level.

For questions about the program content of the RFP and the workforce development operations within MLJT, contact Corey Yates at procurement@mljt.org.

CALENDAR OF EVENTS

EVENT	DATE/LOCATION
RFP Released	June 29, 2022
Written Questions Due	July 8, 2022
Addendum No. 1 Posted	July 15, 2022
Response Due	July 22, 2022 by 5:00 p.m.
Evaluation Period	July 25 - July 29, 2022
Contract and Program Start Date	August 1, 2022

Note: Dates are approximate and subject to change

**Mother Lode Job Training
Request for Proposal
Specifications, Terms & Conditions
FOR
Employer of Record Services**

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ATTACHMENTS

Attachment 1 – RFP Response

Attachment 2

- Statement of Work
- Budget or Cost Structure
- Minimum Insurance Requirements
- Audit Requirements
- Special Conditions WIOA Contracts

I. **OVERVIEW OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT**

The Workforce Innovation and Opportunity Act (WIOA) of 2014 took effect on July 1, 2015 and supersedes the Workforce Investment Act of 1998. WIOA provides the framework for a unique national workforce preparation and employment system designed to be customer-focused in meeting both the needs of businesses for skilled workers and assisting individuals in easily accessing information and services needed to begin and manage their careers. Mother Lode Job Training (MLJT) is responsible for policy and administration of the WIOA system in the Amador, Calaveras, Mariposa and Tuolumne County areas. In the spirit of WIOA, MLJT blends and braids various workforce development grants and resources in alignment with the local and regional four-year plans.

For reference and information on the WIOA and other related resources, the following websites may be helpful.

Mother Lode Job Training
Workforce Innovation and Opportunity Act
Employment Development Department

<http://www.mljt.org>
<http://www.doleta.gov>
<http://www.edd.ca.gov/>

II. STATEMENT OF WORK

A. INTENT

It is the intent of these specifications, terms, and conditions to describe the Employer of Record services solicited under this Request for Proposals (RFP). As Employer of Record, the selected Contractor will provide payroll and employer of record services and ensure compliance with all applicable documentation and personnel record keeping requirements.

Awards will be for a 12-month contract period (with option to renew for two additional fiscal years contingent upon availability of funds and contract performance) to the successful bidder(s) selected whose response conforms most closely to the RFP and meets MLJT's contracting requirements.

B. AVAILABLE FUNDING AND PERFORMANCE PERIOD

MLJT anticipates that up to \$500,000 in workforce development funds will be available for the 12-month contract period to cover the cost of participant salaries and benefits. In addition, the bidder will be reimbursed for the costs incurred by the bidder organization to provide the payroll and employer of record services described in this RFP.

Bidders must address past experience and their ability to provide Employer of Record services in order for proposals to be considered responsive.

Contingent upon the annual WIOA funding allocations, the contract period is anticipated to begin August 1, 2022 and end on July 31, 2023. The contract may be renewed for up to two additional fiscal years, based on several factors including, but not limited to, contract performance and available funding.

C. SCOPE AND BACKGROUND

MLJT is charged with implementing and maintaining a workforce development system under WIOA by providing administrative, fiscal, and policy oversight within its Local Area (jurisdiction). MLJT Local Area includes all of Amador, Calaveras, Mariposa, and Tuolumne Counties. In addition to legislated responsibilities under WIOA, MLJT plays a major role in a variety of key state, local, and regional initiatives.

D. SCOPE OF REQUESTED SERVICES

MLJT is soliciting proposals to select one Contractor who will act as an Employer of Record. The Contractor will serve as the fiscal intermediary between MLJT and various employers in an agency capacity only. The selected Contractor will have no direct authority to contract with, pay, or employ any organization or individual on behalf of MLJT without the prior written consent of MLJT.

As Employer of Record, the selected Contractor will provide employer of record and payroll services while ensuring compliance with all applicable documentation and personnel record keeping requirements.

MLJT administers a broad range of programs and services that make up the workforce development system in Amador, Calaveras, Mariposa, and Tuolumne Counties. The selected Contractor will act as Employer of Record to many different organizations and/or individuals. There are very distinct functions assigned to agencies acting as an Employer of Record and each responding organization must demonstrate the ability and capacity to perform all necessary tasks as Employer of Record. This section includes descriptions of both the function and the scope of services pertaining to Employer of Record responsibilities.

1. **Employer of Record.** MLJT will select a Contractor who will carry out all of the common functions as the Employer of Record for individuals who fall under the employer of record function. In addition, all employees selected under this function will be eligible for the same benefits, including workers compensation, offered to the Contractor's regular employees. MLJT will be responsible for recruitment, interviewing, and selection of these individuals, as well as the development of appropriate job sites.

The selected Contractor will be expected to act as Employer of Record for approximately fifteen (15) employees on behalf of MLJT at any given time. However, this number may increase or decrease based upon a variety of factors. The Contractor will be responsible for ensuring the timely submission of all required employment related documentation that includes but is not limited to the following:

- **New Hire Documentation** – Processes, completes and maintains all new hire paperwork, including IRS W-4, i9, and other new hire related documentation prior to participants starting their work assignments with MLJT.
- **Timesheets** – Coordinates with MLJT to ensure that timesheet information is submitted in time for payroll processing prior to the due date of the payroll schedule for each pay period.
- **Payroll Schedule** – Issues biweekly payroll.
- **Direct Deposit** – Provide as an option for Electronic Funds Transfer (EFT) services that will automatically transfer payroll funds to an individual participant’s checking or savings accounts at a participating bank, savings and loan association or credit union.
- **Payroll Deductions & Liabilities** – Ensure that FICA, Social Security, as well as all other standard payroll deductions are properly deducted in accordance with federal, state and local laws.
- **Mandatory Benefits** – Responsible for making sure that mandatory benefits such as Unemployment Insurance & Workers Compensation Insurance are maintained.
- **Emergency Manual Checks** - On an as-needed basis manual checks will be produced by Contractor upon request. Manual checks should be exceptions.
- **W-2s** – Responsible for providing W-2s of the preceding calendar year by January 31st each year.
- **Wage Garnishments** – The Employer of Record will administer wage garnishments as required.
- **Reports** - Submit monthly detailed expenditure reports to MLJT financial staff.

As the Employer of Record, the selected Contractor will also be responsible for managing not only the payroll process but also the following areas:

- Governmental reporting
- Processing payroll taxes
- Workers' compensation and claims
- Unemployment claims and hearings
- Wage garnishments
- Medical leave of absences
- Determine eligibility to work in the US

E. DELIVERABLES/REPORTS

MLJT will require written reports summarizing the services provided each month. Bidders must demonstrate the ability to prepare and submit timely reports. At a minimum, the following information shall be submitted to MLJT in the form of a written report:

- Payroll reports for employer of record services;
- Monthly detailed revenue and expenditure reports;

F. DEBARMENT/SUSPENSION POLICY

In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each bidder will be screened at the time of the RFP response to ensure bidder, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549. MLJT will verify bidder, its principal and their named subcontractors are not on the Federal Debarred List, suspended or otherwise excluded list of vendors located at www.sam.gov; and bidders are to complete a Debarment and Suspension Certification form located in Attachment 1, certifying bidder, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States government.

III. INSTRUCTION TO BIDDERS

A. AGENCY CONTACTS

MLJT is managing the competitive process for this project. All contact during the competitive process is to be through MLJT only.

The evaluation phase of the competitive process shall begin upon receipt of proposals and continue until a contract has been awarded. Bidders shall not contact or lobby evaluators during the evaluation process. Attempts by bidders to contact evaluators may result in disqualification of bidder. All questions regarding these specifications, terms, and conditions are to be submitted in writing via e-mail to:

Corey Yates, Accountant I
e-mail: procurement@mljt.org

The MLJT website will be the official notification posting place of all Requests for Proposals, Interest, Quotes, and Addenda. Go to: www.mljt.org to view current contracting opportunities.

It is the responsibility of each bidder to be familiar with all of the specifications, terms, and conditions. By submission of a Bid, the bidder certifies that if awarded a contract they will make no claim against MLJT based upon ignorance of conditions or misunderstanding of the specifications.

B. SUBMITTAL OF QUESTIONS

1. All questions must be submitted by 5:00 p.m. July 8, 2022.
2. Questions will be reviewed and all questions and answers will be posted as Addendum 1 on July 15, 2022.

C. SUBMITTAL OF BIDS

1. All bids must be **emailed** by 5:00 p.m. July 22, 2022.

(see Calendar of Events)

LATE BIDS WILL NOT BE ACCEPTED.

Any bid received after said time cannot be considered and will be returned.

The date and time of the email submission shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.

2. Bids are to be submitted electronically to Corey Yates, Accountant I, addressed, and delivered as follows:

E-mail: procurement@mljt.org

Bidder's name and the RFP number must appear in the subject line.

3. Bidders shall not modify form(s) or qualify their bids. Bidders shall not submit to MLJT a scanned, re-typed, word-processed or otherwise recreated version of the bid form(s) or any other MLJT-provided document.
4. All costs required for the preparation and submission of a bid shall be borne by the bidder.

5. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state’s Corporations Code or an equivalent statute.
6. All other information regarding the bid responses will be held as confidential until such time as the MLJT Selection Committee has completed its evaluation, a recommended award has been made by the MLJT Selection Committee and forwarded to the MLJT Executive Committee.
7. All parties submitting proposals, either qualified or unqualified, will receive e-mailed recommendation to award/non-award notification(s), which will include the name of the bidder to be recommended for the award. In addition, award information will be posted on MLJT’s website.
8. Each bid received, with the name of the bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the contract, be open to public inspection.
9. California Government Code Section 4552: In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
10. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), MLJT will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

11. The undersigned bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the contract documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the bid documents.
12. The undersigned bidder certifies that it is not, at the time of bidding, on the California Department of General Services (CDGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).
13. It is understood that MLJT reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of 180 days, unless otherwise specified in the bid documents.

D. RESPONSE FORMAT

1. Bid responses are to be straightforward, clear, concise, and specific to the information requested.
2. **The proposal must meet the deadline and location for submittal, i.e., no later than 5:00 p.m., Monday, July 22, 2022. Late proposals will be returned.**
3. One PDF copy ([signatures in blue ink or electronically certified](#)), of the proposal must be submitted by the due date and time. The proposal must be formatted as follows:
 - 12-point font
 - 1-inch margins
 - Single spaced
 - Single sided
 - All pages numbered sequentially
 - Header on each page (upper right-hand corner) RFP No. 2022-MLJT-EOR and below that your agency name or agency acronym and name of bidder.
4. The proposal must comply with the provisions of the Request for Proposals and all its instructions.

5. In order for bids to be considered complete, bidder must provide all information requested.
6. The proposal budget must reflect costs associated with providing program services.
7. The proposal must contain accurate and complete information as requested in this proposal.
8. Proposals will be reviewed as initially submitted. No changes, additions, or re-submissions will be accepted after the initial deadline for submission.
9. MLJT reserves the right to withdraw a contract-funding award if it is determined that the award was based on false information provided by the proposer.
10. Bid responses, in whole or in part, may NOT to be marked confidential or proprietary. MLJT may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to the RFP may be subject to public disclosure. MLJT shall not be liable in any way for disclosure of any such records.

E. PROPOSAL REVIEW AND CONTRACT AWARD PROCESS OVERVIEW

The evaluation and scoring of proposals and recommendation of providers for the Employer of Record Services RFP will consist of several phases:

1. A preliminary review will be conducted by MLJT staff to ensure that each proposal meets the minimum qualifications for proposal acceptance.
2. For proposals that meet the minimum qualifications, evaluation, and scoring of each proposal will be conducted by a Review Panel according to the criteria listed in Section III.G. Evaluation and Scoring. Staff may arrange site visits with the applicants to confirm the information stated in the proposals.
3. Upon completion of the proposal review process, recommendations for selecting providers will be strictly based on the aggregate scores of the Review Panel.

4. Authority to execute contracts will be given by the Local Workforce Development Board following selection and award of funding by MLJT. Funding will be contingent on state and federal policies.

If no more than one proposal is received in response to this solicitation, MLJT reserves the right to classify this procurement as a failed competition and reissue the RFP or enter into a sole source agreement to ensure service delivery. Funding decisions are the sole responsibility and at the sole discretion of MLJT. Any formal appeal of funding decisions must be in accordance with Section III. J. Bid Protest and Appeals Process of this RFP document.

F. EVALUATION AND SCORING

Each proposal will be evaluated and scored on the information contained in the proposals directly responding to the proposal questions. Information may be disputed or confirmed by staff through follow-up site-visits and consultations with provided references. Each proposal will be given a score between 0 and 100.

A proposal evaluation system, which includes a point system for rating each proposal submitted, will be used to review all proposals that meet minimum qualifications. This system will ensure uniformity in evaluating proposals and will identify the rationale for approval or disapproval.

A PROPOSAL MUST SCORE A MINIMUM OF 75 POINTS TO BE CONSIDERED FOR FUNDING.

Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the requirements as set forth in this RFP.

Bidders are advised that in the evaluation of cost it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.

As a result of this RFP, MLJT intends to award a contract to the responsible bidder(s) whose response conforms to the RFP and whose bid presents the greatest value to MLJT, all evaluation criteria considered. The combined score of the evaluation criteria is greater in importance than cost in determining the greatest value. The goal is to award a contract to the bidder that proposes the best quality as determined by the evaluation criteria.

MLJT may award a contract of higher qualitative competence over the lowest priced response.

The basic information that each section should contain is specified below, these specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed. However, other criteria may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the goods and/or services being solicited.

Each of the following Evaluation Criteria below will be used in ranking and determining the quality of bidders' proposals. Proposals will be evaluated and scored according to each Evaluation Criteria. The scores for all the Evaluation Criteria will then be added together to arrive at a total score for each proposal. A proposal with a high total will be deemed of higher quality than a proposal with a lesser total. The final maximum score for any project is one hundred (100) points. The Evaluation Criteria and their respective scores are as follows:

Evaluation Criteria		Score
A	<p><u>Completeness of Response:</u> Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered will be returned.</p>	Pass/Fail
B	<p><u>Debarment and Suspension:</u> Bidders, its principal and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at www.sam.gov.</p>	Pass/Fail
C	<p><u>Administrative/Organizational Capacity: 25 Available Points</u> Bidder demonstrates the ability to manage and maintain fiscal records, including experience with federal funds and cost allocation. Bidder has adequate and qualified project staff. Bidder has capacity to track required deliverables and generate required reports.</p>	25 points
D	<p><u>Demonstrated Performance/Ability: 35 Available Points</u> Bidder has the knowledge and ability to perform all Employer of Record Services. The proposal successfully addresses each of the tasks required by this RFP for employer of record services. Bidder has past experience/expertise in providing Employer of Record Services.</p>	35 Points

E	<p><u>Budget Proposal/Fiscal Management: 35 Available Points</u></p> <p>Bidder has a project operational budget sufficient to support the proposed activities.</p> <p>Proposal successfully describes the fiscal management experience and the fiscal controls that will be used.</p> <p>Bidder’s budget demonstrates sufficient understanding of WIOA cost definitions and cost reimbursement contracts.</p>	35 Points
F	<p><u>References/Previous Contract Experience:</u></p> <p>References for similar projects have been provided and MLJT was able to speak with a minimum of two (2) references in order to verify.</p>	5 Points
Total Points		100

G. PROPOSAL REVIEW PANEL

A preliminary review will be conducted by MLJT staff to ensure that each proposal meets the minimum qualifications for proposal acceptance. A Review Committee will review and score each proposal that has met the Minimum Qualifications. The Review Committee may be composed of other MLJT staff, not included in the preliminary review, within the local workforce area. The evaluation of the proposals shall be within the sole judgment and discretion of the Review Committee and will be based on the evaluation criteria set forth in this RFP. All contact during the evaluation phase shall be through MLJT staff only. Bidders shall neither contact nor lobby evaluators during the evaluation process. Attempts by Bidder to contact and/or influence members of the Review Committee may result in disqualification of Bidder. The Review Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP.

H. CONTRACT AWARD PROCESS

Once the RFP Review Panel has evaluated all qualifying proposals, MLJT will make a funding decision and take action to select the successful bidder(s). All bidders will receive written notification of the contract award recommendation by MLJT staff. Notification will be provided via e-mail and posted on www.mljt.org. The document providing this notification is the Notice of Intent to Award and will provide the name(s) of the bidder(s) being recommended for contract award.

Upon completion of any bid protest/appeal, MLJT will approve the final contract award recommendation. If no bid protest/appeal is made, MLJT's decision to issue the Notice of Intent to Award is considered the final contract award decision of MLJT.

Contracts will commence August 1, 2022 contingent upon availability of funds. Grant awards will be conferred annually based upon the following criteria: provider meets contractual obligations, successful performance, and any WIOA authorization changes that impact this procurement. MLJT Executive Director or designee must formally approve the subsequent annual awards.

I. BID PROTEST PROCESS

MLJT prides itself on the establishment of fair and competitive contracting procedures and the commitment made for following those procedures. The following is provided in the event that bidders wish to protest the bid process or appeal the recommendation to award a contract for this project once the Notices of Intent to Award have been issued. Bid protests submitted prior to issuance of the Notices of Intent to Award will not be accepted by MLJT.

1. Any Bid protest must be based on one or both of the following:
 - a. The action of MLJT is at variance with the law; and/or
 - b. The action of MLJT contravenes current MLJT or WIOA policy.

2. Any Bid protest by any Bidder regarding any other Bid must be submitted in writing to MLJT's Executive Director, located at 197 Mono Way, Suite B, Sonora, CA 95370, before 5:00 p.m. of the **FIFTH (5th)** business day **following the date of issuance of the Notice of Intent to Award, not the date received by the Bidder**. A Bid protest received after 5:00 p.m. is considered received as of the next business day.
 - a. The Bid protest must contain a complete statement of the reasons and facts for the protest.
 - b. The protest must refer to the specific portions of all documents that form the basis for the protest.

- c. The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
 - d. The Executive Director, or designee, will transmit a copy of the bid protest to all bidders as soon as possible after receipt of the protest.
3. Upon receipt of the written protest, the Executive Director, or designee will review and evaluate the protest and issue a written decision. The Executive Director, may, at his or her discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting bidder and others (as appropriate) to discuss the protest.

The decision will be communicated by e-mail and certified mail and will inform the bidder whether or not the recommendation to MLJT in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all bidders affected by the decision. As used in this paragraph, a bidder is affected by the decision on a bid protest if a decision on the protest could result in the bidder not being the apparent successful bidder on the RFP.

J. CONTRACT EVALUATION AND ASSESSMENT

During the initial 60-day period of any contract that may be awarded to Contractor, MLJT staff will meet with the Contractor to evaluate the performance and to identify any issues or potential problems.

MLJT reserves the right to determine, at its sole discretion whether:

1. Contractor has complied with all terms of this RFP; and
2. Any problems or potential problems with the proposed services were evidenced which make it unlikely (even with possible modifications) that such proposed services have met MLJT requirements.

If, as a result of such determination MLJT concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract and/or Contractor's goods and/or services as contracted for therein, the Contractor will be notified of contract termination effective 45 days following notice. MLJT will have the right to invite the next highest ranked bidder to enter into a contract. MLJT also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

IV. TERMS AND CONDITIONS

A. AWARD

1. Proposals will be evaluated by a Proposal Review Panel and will be ranked in accordance with the RFP section entitled "Proposal Review Panel."
2. The Review Panel will recommend award to the bidder who, in its opinion, has submitted the proposal that best serves the overall interests of MLJT and attains the highest overall point score. Award may not necessarily be made to the bidder with the lowest cost.
3. MLJT reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of MLJT.
4. MLJT reserves the right to award to a single contractor.
5. MLJT has the right to decline to award this contract or any part thereof for any reason.
6. MLJT Executive Director or designee approval to award a contract is required.
7. A contract must be negotiated, finalized, and signed by the intended awardees prior to Executive Director or designee approval.
8. The RFP specifications, terms, conditions and Exhibits, RFP Addenda and Bidder's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

B. TERM/TERMINATION/RENEWAL

1. The initial term of the contract, which may be awarded pursuant to this RFP, will be 12 months.
2. By mutual agreement, any contract which may be awarded pursuant to this RFP may be extended for two additional one-year terms at agreed prices with all other terms and conditions remaining the same.

3. The initial contract will include the PY 2022-2023 award, scope of work and performance requirements. This contract will be amended to include performance requirements and any scope of work modifications necessary as a result of changes in federal or state laws and regulations. Awards will be dependent upon continuance of enabling legislation (Workforce Innovation and Opportunity Act) and fund availability for MLJT and the Local Workforce Development Area.

C. CONTRACTING REQUIREMENTS

In order to contract for workforce development funds, the Contractor must:

1. Be legally capable of entering into a contract and be able to provide proof of the ability to administer employer of record services (i.e., previous experience administering employer of record services for paid work experience or temporary job programs, or other related service programs, and no disbarment).
2. If applicable, provide documentation of current fiscal and compliance audits, as required by law.
3. If applicable, provide Articles of Incorporation and evidence of current corporate status, as filed with the Secretary of State.
4. Be an Affirmative/Equal Opportunity Employer. If selected for funding, the lead agency and any collaborative partner agencies will be required to meet EEO requirements.
5. Be in compliance with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA).
6. Ensure that reports and/or documents contain correct information.
7. File required insurance documentation with MLJT as an exhibit to the contract. MLJT must review all documentation before the initial invoice will be processed. The following are insurance requirements that contractors must carry:
 - Commercial General Liability in the amount no less than \$1,000,000 combined Single Limit for each occurrence. Must include personal injury coverage.
 - Workers' Compensation as required by State law or \$1,000,000. Employers Liability minimum \$100,000.
 - Automobile Liability in an amount not less than \$1,000,000 combined Single Limit per accident for bodily injury and property damage covering

-
- owned, non-owned, and hired vehicles.
 - Professional/Liability/Errors and Omissions in the amount no less than \$1,000,000.
 - MLJT is listed and covered as additional insured.
 - Notice of Cancellation must ensure that each insurance policy shall be endorsed to state that the coverage shall not be suspended, voided, or canceled except after 30 days' notice has been given to MLJT.
8. Comply with requirements for anti-lobbying, debarment, and drug-free workplace certification.

D. TYPE OF CONTRACT

Contracts will be written on a cost reimbursement basis. The Contractor is required to provide a breakdown of their costs as part of the contract and agree to submit monthly invoices for payment. All costs reported on monthly and final cost statements shall be supported by appropriate documentation which shall establish that MLJT is charged a fair and equitable portion of any indirect or shared costs attributable to services performed under this Contract. All costs incurred by Contractor as a result of this RFP must directly relate to program operations and the administration of program operations. Costs must be fair, reasonable, allowable, necessary, fully justified, and competitive.

E. INVOICING

1. As prescribed in the executed contract, only the awarded Contractor shall prepare and issue itemized invoices to MLJT.
2. MLJT shall notify Contractor of any adjustments required to invoice.
3. MLJT will pay Contractor for approved invoices within 10 days of receipt of funds from funding source, or as agreed upon, not to exceed amounts specified in the executed contract.

F. PROGRAM COSTS

Cost Allocation Plan

If applicable, a Cost Allocation Plan describing the methodology that will be used to prorate common operating costs to each funding source must be submitted with the proposal when costs are prorated to more than one funding source based on benefits received.

Describe how your fiscal system is administered, including responsibilities of the Board of Directors, Executive Director and staff in fiscal management and your fiscal procedures and policies.

- If applicable, attach a copy of your organization's overall budget, along with a list of funding sources and the amount received from each, and identify any match.

Indirect Cost Rate

If applicable, indirect costs included in the Budget must be supported by an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government, or a de minimis indirect cost rate as defined in §200.414(f) Indirect (F&A) costs in 2 CFR 200.

Any non-Federal entity that has never received a negotiated indirect cost rate, except for those non-Federal entities described in Appendix VII to Part 200 of the 2 CFR—States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph D.1.b, may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. As described in §200.403 Factors affecting allowability of costs, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

Proposed Budget/Cost Structure

MLJT does not allow recipients of federal funds to earn a profit even if the recipient is a commercial organization. Profit is any amount in excess of allowable direct and indirect costs. Bidders may not include profit in their budget.

If an organization does not have a federally negotiated indirect cost rate, the organization may apply the de minimis indirect cost rate of 10% of modified total direct costs. 2 C.F.R. §200.331(a)(4).

G. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT

Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of MLJT. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of MLJT. Any such prohibited assignment or transfer shall be void.

H. RECORD KEEPING

Contractor will be expected to maintain complete up-to-date and accurate records and management controls. The Contractor will be expected to maintain complete fiscal and accounting records, in accordance with Federal Government Accounting Principles, including, but not limited to, backup documentation to the contract budget, and demonstration of acceptable accounting methods to disburse costs. All documents and records will be maintained for a period of no less than three (3) years, or three years after the close of a Finding. This is a federal administrative requirement.

I. MONITORING

The Contractor selected and funded with WIOA dollars may need to produce documents to MLJT staff for any Employment Development Department (EDD) officials or Department of Labor monitoring requests. All agency records pertaining to contract must be available for inspection.

J. GENERAL REQUIREMENTS

1. Proper conduct is expected of Contractor's personnel when on MLJT premises. This includes adhering to no-smoking ordinances, the drug-free workplace policy, not using alcoholic beverages, and treating employees courteously.
2. MLJT has the right to request removal of any Contractor employee or subcontractor who does not properly conduct himself/herself/itself or perform quality work.

K. COMPLIANCE WITH APPLICABLE REGULATIONS

This RFP has been developed consistent with all applicable State and Federal statutes, regulations, and published guidelines and policies.

ATTACHMENT NO. 1

**BID RESPONSE PACKET
CONTRACTING/VENDOR PAY AGENT & EMPLOYER OF RECORD SERVICES
(SEPARATE FILE)**

ATTACHMENT NO. 2

Statement of Work

Program Budget/Cost Structure

Minimum Insurance Requirements for Community Colleges/Adult Schools

Minimum Insurance Requirements for Nonprofits

Audit Requirements

Special Conditions WIOA Contracts

EXHIBIT A

STATEMENT OF WORK – Employer of Record

Name of contracting organization, hereinafter referred to as “CONTRACTOR” shall, pursuant to the provisions of this Contract, provide Employer of Record services for Mother Lode Job Training.

I. SYSTEM OVERVIEW

II. CONTRACTOR OBLIGATIONS

III. PROGRAM SERVICES

IV. FISCAL COMPLIANCE

EXHIBIT B

PROGRAM COSTS – Employer of Record (EOR)

Attach At Least One of the Following:

- 1. Budget Proposal Showing Program Costs to Perform EOR Services; and /or**
- 2. Federally Approved Indirect Cost Rate; and/or**
- 3. Application of the De Minimis Indirect Cost Rate of 10%; and/or**
- 4. Cost Allocation Plan (CAP)**

EXHIBIT C

MOTHER LODE JOB TRAINING MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits, and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Employee Dishonesty and Crime	\$1,000,000 per occurrence
E	<u>Endorsements and Conditions:</u> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, <u>shall be endorsed to name as additional insured: Mother Lode Job Training and all its officers, agents, employees, volunteers, and representatives.</u> 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to MLJT. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. SELF-INSURANCE: Acceptance of Contractor's insurance by MLJT shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to MLJT of cancellation. 6. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to MLJT, evidencing that all required insurance coverage is in effect. MLJT reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. 	

EXHIBIT D

AUDIT REQUIREMENTS

MLJT contracts with various organizations to carry out programs mandated by the Federal and State governments. MLJT has the responsibility to determine whether organizations receiving funds have spent them in accordance with applicable laws, regulations, contract terms, and grant agreements.

A. AUDIT REQUIREMENTS

A nonprofit or governmental organization with federal expenditures in excess of \$750,000 is required by law to have a single audit performed, which includes an audit of both the financial statements and the federal awards. The single audit reviews how you managed the funds and ensures you followed the rules for dollars associated with the award. A single audit is often referred to as a Uniform Guidance Single Audit. That's because the general provisions applicable to almost all federal awards are contained in Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), a portion of the federal law that contains the requirements for obtaining, operating, and auditing federal programs. The Uniform Guidance is easily accessible online and is a great reference when questions arise about compliance requirements.

Currently, as a result of the Uniform Guidance, all non-federal government agencies and nonprofit organizations that expend \$750,000 or more in federal awards in a given fiscal year are required to obtain a Single Audit.

"Federal grant funds" refers to money paid to a nonprofit, either directly from a federal agency, or by way of funds originating at the federal level and passing through another entity, such as a state or local government agency - or another nonprofit (that nonprofit is known as a "subrecipient" of federal funds). In order to determine whether the \$750,000 threshold is met (thus requiring a Single Audit), a nonprofit must count not only the amount of federal funds received directly from federal agencies, but also funds received from pass-through entities (subrecipients) such as MLJT.

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

A. MOTHER LODGE JOB TRAINING CONTRACT STIPULATIONS & COMPLIANCE

- a. **Required Attendance.** Contractor will ensure that appropriate staff attends required meetings as mandated by MLJT. Attendance enables staff to keep informed about changes and to be able to respond to questions about local programs. From time to time throughout the program year, additional trainings, in service presentations, and/or activities may arise that will require mandatory attendance of appropriate staff.
- b. **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.
- c. **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.
- d. **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.
- e. **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 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.
- f. **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.
- g. **Adherence to Contract Specifications and Standards.** Contractor must adhere to MLJT's performance standards, service levels and cost guidelines specified in Exhibits A and B of this contract.
- h. **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.
- i. **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.
- j. **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 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:
 - 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. **Participant Eligibility.** The eligibility of participants shall be determined by MLJT, who shall keep Contractor informed of any changes in eligibility guidelines.
- d. **Grievance Procedure.** Contractor shall, no later than thirty (30) days from the effective date of this contract, establish and thereafter continue to maintain grievance procedures for the processing of grievances or complaints about its programs and/or activities initiated by participants, subcontractors and other interested parties. Said grievance procedures shall be submitted to MLJT for approval within thirty (30) days of the effective date of this contract. Said grievance procedures must be in compliance with applicable regulations promulgated thereafter. Upon approval of the said grievance procedures by MLJT, MLJT will delegate the operation of the grievance procedure to the Contractor. As an alternative to establishing an internal grievance procedure, Contractor may agree that any such grievances shall be processed under the MLJT Grievance Procedure. This option shall also be available to any Contractor having a pre-existing grievance procedure that is not in compliance with either the substantive or procedural requirements of the MLJT Grievance Procedure. In the absence of a written election to establish an internal grievance procedure, or utilize a pre-existing internal grievance procedure, submitted within thirty (30) days of the execution of this contract, Contractor shall be deemed to have elected to utilize the MLJT Grievance Procedure. Contractor shall be responsible for advising all participants, employees and subcontractors which grievance procedure is to be utilized, and furnish copies of the same to all such interested parties at the time of enrollment, hiring, or execution of a subcontract. This requirement shall not apply to grievances initiated by any employees of Contractor relating solely to the terms and/or conditions of their employment. Regardless of the Grievance procedure utilized, Contractor will document each incidence of complaint and/or grievance by maintaining an "Incidence Log". The log will be submitted to MLJT as part-of the Contract Closeout for each fiscal year.
- e. **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 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

- 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. Additionally, contractor agrees to maintain journals, ledgers, and source documents that identify expenditures by cost category in accordance with applicable laws and regulations.
- c. **Provisional Payments.** Whether provisional payments will be provided, and in what amounts, will be within the sole discretion of MLJT. Contractor promises not to commingle any provisional payments provided under this contract with any other funds, which are in the possession of or vested in Contractor, or to which Contractor is entitled. Any interest earned on said provisional payments shall be treated as program income. All program income shall remain with the contractor and may be expended for program activities under the contract until such time as no further program activities are planned by the contractor, at which time any unexpended program income will become the property of MLJT.

- d. **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.
- e. **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).
- f. **Procurement Standards.** Contractor shall comply with applicable State and local laws, rules and regulations governing the procurement of supplies, equipment, and other materials and services, and with requirements established by MLJT or the California Employment Development Department for such procurements with Contract funds. Pursuant thereto, Contractor shall:
1. Maintain a code or standard of conduct governing the activities of its officers, employees, or agents involved in procurement and prohibiting the solicitation and acceptance of gratuities, favors, or anything of monetary value from subcontractors or potential subcontractors.
 2. Conduct all procurement transactions in a manner so as to provide maximum open and free competition, and prevent conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade.
 3. Make positive efforts to utilize small business and minority-owned business sources of equipment, supplies, and services and to allow these sources the maximum possible opportunity to compete for the provision of equipment, supplies, and services procured utilizing funds under this Agreement.
 4. Utilized, for procurements over \$10,000, the method of formal advertising, with adequate purchase descriptions, sealed bids, and public openings; however, procurements may be negotiated to accomplish sound procurement if it is impractical and unfeasible to use formal advertising, as when:
 - a. the public exigency will not permit the delay incident to advertising;
 - b. the material or service is available from only one person, firm, or other sole source;
 - c. the procurement involves a contract for personal or professional services or any service rendered by an educational institution; or,

- d. no acceptable bids have been received after formal advertising.

Nevertheless, in all cases competition shall be obtained to the maximum extent practicable. Contractor's records of such procurements shall contain justification for selection and any use of negotiation in lieu of formal advertising, and the basis for the cost or price negotiated. Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors.

- g. **Submission of Invoices.** Contractor shall submit expenditure information and an invoice on a monthly basis adhering to the following:

- 1. Contractor will submit an invoice by the **25th working day of the month** following the close of each month for all expenditures incurred under this contract for the prior month.

Payment is expressly conditioned upon timely submission of said invoices. The final invoice submitted after the termination date of the contract shall include all costs incurred in the last month of the contract period and any minor adjustments necessary to account for any previous unreimbursed expenditures. This provision regarding the closeout invoice shall not relieve Contractor of its obligation to report all known adjustments on each monthly invoice, and MLJT shall not be liable for any adjustments that were not reported timely.

- 2. Corrective Action Procedures: The MLJT Financial Manager and Program Liaison will internally track the Contractor's invoices. Compliance of the invoice process will be monitored during the annual fiscal monitoring.

- a. If the invoice process is delinquent one month, the Financial Manager will send a reminder e-mail, copying the Program Liaison. The Contractor will respond with an explanation for the late invoice.
- b. If the invoice process is delinquent a second subsequent month, the Financial Manager will send a corrective action e-mail. The Contractor will respond with an explanation for the late invoice.
- c. If the invoice process is delinquent a third subsequent month, the Program Liaison will send a corrective action letter to the Contract signatory requiring a corrective action plan to explain how the invoicing process will be amended to enable compliance with stated deadlines.
- d. If the invoice process is delinquent a fourth subsequent month, the Deputy Director will send a corrective action letter to the Contract signatory stating that the Contractor will be put on official probation status. The invoicing delinquencies must be corrected in order to pass the fiscal monitoring portion of the refunding criteria. The problem will be considered successfully addressed when the Contractor submits the invoice and/or estimate, if appropriate, on time for three consecutive months.

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.