



Kern, Inyo and Mono Workforce Development Board

Comprehensive One-Stop Operator

# Request for Proposals

For the Period: July 1, 2021 – June 30, 2025

<b>Release Date:</b>	February 22, 2021
<b>Respondent's Conference:</b>  Employers' Training Resource, fiscal agent for Kern, Inyo and Mono Workforce Development Board  Microsoft Teams or Zoom Link will be Provided.	Pre-registration by March 9, 2021 1:30 p.m. Pacific Standard Time (PST)  March 15, 2021 10:00 a.m. – 12:00 p.m. (PST)
<b>Deadline for Notice of Intent to Submit Proposal Due Electronically</b>	March 18, 2021 4:00 p.m. (PST)
Deadline for Submission:	April 14, 2021 4:00 p.m. (PST)
Proposal to be Emailed	Employers' Training Resource, fiscal agent for Kern, Inyo and Mono Workforce Development Board  <a href="mailto:saltzm@kerncounty.com">saltzm@kerncounty.com</a>

Employers' Training Resource  
America's Job Center of California  
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<https://www.etronline.com/pdf/KIM-WDB-One-Stop-Operator-RFP-2021-2025.pdf>

## Table of Contents

Section I	Background Information.....	2
1.01	Purpose of RFP.....	2
1.02	Background Information.....	2
1.03	Organization Structure.....	4
1.04	Area of Service.....	4
1.05	Availability of RFP.....	4
Section II	General Information.....	4
2.01	Selection of AJCC/One-Stop Operator.....	4
2.02	Contract Term and Amount.....	5
Section III	Procurement Process and Timeline.....	6
3.01	Timeline.....	6
3.02	Respondent's Orientation.....	7
3.03	Notice of Intent to Submit a Proposal.....	7
3.04	RFP Questions.....	8
3.05	Addenda to this RFP.....	8
3.06	Ex-Parte Communication.....	9
3.07	Rights of ETR.....	9
Section IV	Comprehensive One-Stop Operator Role.....	10
4.01	Mandatory Duties.....	10
4.02	Reporting Requirements and Performance.....	11
4.03	Cost of Travel.....	11
4.04	Prohibited Functions.....	11
4.05	Responsibility Revisions.....	14
4.06	Abide by All Laws and Regulations.....	14
Section V	Proposal Instructions.....	15
5.01	Proposal Format.....	15
5.02	Cost Incurred by Respondents.....	16
5.03	Deadline for Submission of Proposal.....	16
Section VI	Proposal Package.....	17
6.01	Proposal Package Requirements.....	17
Section VII	Basis of Award, Selection Process and Evaluation Criteria.....	22
7.01	Basis of Award.....	22
7.02	Selection of Evaluation Committee.....	23
7.03	Evaluation Criteria.....	23
Section VIII	Publish Intent to Award.....	24
8.01	Intent to Award.....	24
Section IX	Appeal Procedures to Resolve Procurements Disputes.....	25
9.01	Appeal Procedures.....	25
Section X	Terms and Conditions.....	26

10.01	Request for Proposal Closing Date.....	26
10.02	Announcement of Proposals.....	27
10.03	Interpretation, Corrections and Amendments.....	28
10.04	Discussions with Respondents and Clarifications to Proposals...	28
10.05	Announcement of Apparent Successful Respondent.....	29
10.06	False and/or Misleading Statements.....	29
10.07	Rules for Withdrawal or Revision of Proposal.....	29
10.08	Independent Contractor.....	30
10.09	Explanation of Use of Sub-Contractors.....	30
10.10	Joint Ventures.....	31
10.11	Confidentiality.....	31
10.12	Public Agency Participation.....	31
10.13	Pricing Conditions.....	32
10.14	Determination of Respondent's Responsibility.....	32
10.15	Public Disclosures.....	32
10.16	Qualifications of Respondent.....	33
10.17	Disqualification of Respondent.....	33
10.18	Integrity of Expenditure.....	34
10.19	Gratuities.....	34
10.20	Conflict of Interest.....	34
10.21	Federal, State, and Local Taxes.....	34
10.22	OSHA Requirements.....	34
10.23	Environmental Protection.....	35
10.24	Drug Free Workplace.....	35
10.25	Prevailing Wage Rates.....	35
10.26	Compliance with Applicable Laws.....	35
10.27	Legal Considerations.....	36
10.28	Out-of-State Respondent.....	36
10.29	Business License.....	36
10.30	Allowable Profit.....	36
10.31	Performance Review.....	37
10.32	Failed Competition.....	37
10.33	EEO Certification.....	37
10.34	Acceptance of Terms and Conditions.....	37
10.35	Registration of Respondents Interest in this RFP.....	37
10.36	Best Offer.....	37
10.37	Accuracy and Completeness.....	37
10.38	Request for Additional Information.....	38
10.39	Termination.....	38
Section XI	Contracting Requirements/Provisions.....	38
11.01	Comply with Applicable Laws.....	38
11.02	Termination Due to Non-Availability of Funds.....	39
11.03	Insurance Requirements.....	39

11.04	Contract Costs.....	42
11.05	Contract Renewal.....	42
11.06	Early Termination.....	42
11.07	Modification.....	42
11.08	Contract Administration.....	43
Section XII	Attachments.....	44
A.	Sample Contract.....	44
B.	Notice of Intent to Submit a Proposal.....	72
C.	Request for Proposal Cover and Signature Page.....	73
D.	Budget Form.....	74
E.	Threshold Documents.....	75
E.1	Certification of Proposal.....	76
E.2	Certification Re Lobbying.....	77
E.3	Certification Re Ineligibility and Voluntary Exclusion.....	79
E.4	Instructions for Certification Regarding Debarment.....	80
E.5	Drug Free Workplace Certification.....	82
E.6	Certification Re Compliance with ADA.....	84
E.7	Non-Discrimination Assurance.....	85
E.8	Child Support Compliance Act Certification.....	86
E.9	Non-Collusion Assurance.....	87
E.10	Disallowed Costs Statement.....	88
E.11	Certification of Good Standing.....	89
E.12	Certification of Compliance .....	91

## **SECTION I BACKGROUND INFORMATION**

### 1.01 Purpose of RFP

This Request for Proposals (RFP) is being issued by Employers' Training Resource (ETR), fiscal and administrative agent for the Kern, Inyo and Mono (KIM) Workforce Development Board (WDB). The purpose for this RFP is to solicit competitive proposals to identify qualified providers as the comprehensive One-Stop Operators under Title I of the Workforce Innovation and Opportunity Act (WIOA) of 2014 (Public Law 113-128). Responses to this RFP will be evaluated, ranked, and one Operator selected by the Kern, Inyo, and Mono Workforce Development Board (KIM WDB). KIM WDB views this solicitation as an opportunity to further implement the reforms of the WIOA by soliciting a Comprehensive One-Stop Operator (One-Stop Operator) to oversee and maintain compliance between service providers and one-stop partners per 20 C.F.R. § 678 et seq. The Respondent selected as the Comprehensive One-Stop Operator will be expected to assume the position when approved by KIM WDB with three (3) additional one-year periods upon the Board's approval.

Organizations that have not previously been awarded a WIA contract, but have managed other federal, state, or local funds to deliver a similar program design, population served, and have participated in a collaborative service delivery approach in a One-Stop are encouraged to apply.

The KIM WDB reserves the right to make changes to the policies contained in this RFP based on changes and/or clarifications in the regulations, state legislation, local policy, or other guidance provided by the state or federal government.

The KIM WDB makes no representation that any contract will be awarded to any offer responding to this RFP.

The KIM WDB reserves the right to verify all information in the proposal. If the information cannot be verified, and if the errors are not willful, the KIM WDB reserves the right to reduce the rating points awarded.

### 1.02 Background Information

The WIOA was signed into law on July 22, 2014, is the first legislative reform of the public workforce system in 15 years. WIOA presents an extraordinary 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 ("AJCC") are expected to provide excellent customer service with a focus on continuous improvement, and the needs of businesses and workers will drive workforce solutions.

More information is available on the internet at the following websites:

- a. Kern, Inyo and Mono Workforce Development Board: <http://www.etronline.com> and <http://www.kerncounty/bos/boards/etr.aspx>
- b. Workforce Innovation & Opportunity Act (WIOA): <http://www.doleta.gov/WIOA>
- c. CA Employment Development Department: <http://www.edd.ca.gov>
- d. CA Workforce Association: <http://www.calworkforce.org>
- e. CA Workforce Development Board: <http://www.cwdb.ca.gov>
- f. Training and Employment Guidance Letter (TEGL) No. 04-15 (Vision for the One Stop Delivery System under the WIOA):

- g. [https://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=6455](https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=6455)  
CA Employment Development Department – Directive WSD19-13:  
[https://edd.ca.gov/Jobs\\_and\\_Training/pubs/wsd19-13.pdf](https://edd.ca.gov/Jobs_and_Training/pubs/wsd19-13.pdf)

### 1.03 Organization Structure

The KIM Workforce Development Area (WDA) presently is a consortium of three counties which administers program funds under the WIOA. Employers' Training Resource is the fiscal and administrative agent of KIM WDB, a Kern County government agency which is authorized to enter contracts on behalf of the County.

### 1.04 Area of Service

The KIM WDA includes the counties of Kern, Inyo and Mono. Services shall be targeted to the residents of Kern, Inyo and Mono counties.

This RFP solicits a comprehensive One-Stop Operator for the three comprehensive AJCC One-Stop Centers located in the KIM WDA identified as Delano - AJCC located at 1816 Cecil Avenue in Delano, California; Ridgecrest – AJCC located at 5401 Perdue Avenue, Suite B2, Ridgecrest, California; and SE - AJCC located at 1600 E. Belle Terrace in Bakersfield, California (collectively, referred to as “AJCC One-Stop Centers”).

### 1.05 Availability of RFP

Regulating and operational document mentioned in the RFP is available on-line at <https://www.etronline.com/pdf/KIM-WDB-One-Stop-Operator-RFP-2021-2025.pdf>.

## **SECTION II GENERAL INFORMATION**

### 2.01 Selection of AJCC/One-Stop Operator

The One-Stop Operator may be a single public, private or non-profit entity or consortium of entities. However, if a consortium of entities consists of One-Stop partners, it must include a minimum of three of the required One-Stop partners listed in WIOA Section 121(b)(1).

The types of entities eligible to be a One-Stop Operator includes the following:

- An institution of higher education
- An employment service state agency established under the Wagner-Peyser Act.
- A community-based organization, nonprofit organization, or workforce intermediary.
- A private for profit entity.
- A government agency.

- Another interested organization or entity, which may include a local chamber of commerce other business organization, or a labor organization.

(WIOA Section 121[d][2][B])

The One-Stop Operator in carrying out WIOA programs and activities, must adhere to the following (Title 20 CFR Section 678.600):

- a. Disclose any potential conflict of interest arising from the relations of the AJCC/One-Stop Operator with particular training service providers or other service providers in accordance with Uniform Guidance Section 200.318.
- b. Do not establish practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training and education services.
- c. Comply with federal regulations and procurement policies relating to the calculation and use of profits as outlined Uniform Guidance.
- d. Adhere to any applicable firewalls or internal controls.

## 2.02 Contract Term and Amount

It is the intent of ETR to award a single contract for the services identified herein.

The expected contract term under this solicitation will be from July 1, 2021 through June 30, 2022, provided that sufficient funds for the contract term remain available. ETR shall have the option to renew the Contract without further solicitation of bids for three (3) additional one (1) year terms, with thirty (30) days prior written notice to the Respondent before the expiration of the initial term or the current renewal term of the Agreement, as follows:

- **Optional Renewal One - July 1, 2021 to June 30, 2022**
- **Optional Renewal Two - July 1, 2022 to June 30, 2023**
- **Optional Renewal Three – July 1, 2023 to June 30, 2024**
- **Optional Renewal Four – July 1, 2024 to June 30, 2025**

**Note: the option to renew is not guaranteed and the initial award of the initial contract does not imply an exercise of the option to renew.**

Funding awarded under this RFP is not to exceed \$50,000 per program year (Cost of Service). Respondents should be aware that funding is contingent upon the solvency of the proposing organization. Organizations should be able to operate independent of any funding authorized under this proposal.

ETR reserves the right to re-negotiate the terms and conditions of a contract renewal for bona fide reasons including, but not limited to, changes in funding levels, contract's

performance, economic conditions or workforce characteristics and adjustment in program designs dictated by program evaluations and state and/or federal regulatory requirements. The contract will be monitored for performance on a quarterly basis and may be amended or terminated if performance does not meet KIM WDB’s standards. A renewal determination will be made by the KIM WDB contingent upon the ratification by the Chief Elected Official of the Kern County Board of Supervisors.

**SECTION III  
PROCUREMENT PROCESS AND TIMELINE**

**3.01 Timeline**

<b>Critical Date and Time</b>	<b>Procurement Action</b>
Monday, February 22, 2021 by 4:00 p.m. Pacific Standard Time (PST)	RFP released and available at <a href="https://www.etronline.com/pdf/KIM-WDB-One-Stop-Operator-RFP-2021-2025.pdf">https://www.etronline.com/pdf/KIM-WDB-One-Stop-Operator-RFP-2021-2025.pdf</a>
Tuesday, March 9, 2021 by 1:30 p.m. PST	Pre-registration for Respondent’s Orientation
Monday, March 15, 2021 from 10:00 a.m. – 12:00 p.m. PST	Respondent’s Conference Microsoft Teams or Zoom Link will be provided
Thursday, March 18, 2021 by 4:00 p.m. PST	Required Notice of Intent to Submit Proposal due electronically to: <a href="mailto:saltzm@kerncounty.com">saltzm@kerncounty.com</a>
Wednesday, April 7, 2021 by 4:00 p.m. PST	End date for Respondent’s Questions
Wednesday, April 14, 2021 by 4:00 p.m. PST	Proposals due at KIM WDB
April 19 – 21, 2021	Evaluation Process Period
Monday, April 26, 2021	Review Panel Recommendations to the KIM WDB Executive Committee and Respondents
Thursday, May 27, 2021 by 6:00 p.m. PST	KIM WDB Executive Committee Review and Funding Approval
Wednesday, June 2, 2021	Notice of Intent to Negotiate
Tuesday, June 8, 2021	Deadline to File Appeal of Review Panel Funding Recommendation
Wednesday, June 9, 2021	Appeal Review and Decision
June 7 - 11, 2021	Contract Negotiation Period
Thursday, July 1, 2021	Contract Start Date

All times shown are Pacific Standard Time (PST). ETR reserves the right to adjust the schedule when it is in the best interest of ETR or to extend any published deadline in

this RFP upon notification to those who have submitted a Notice of Intent to Submit a Proposal by the date and time specified.

A Sample Agreement is included as an attachment to this RFP (See **Attachment A**). This Agreement will become part of the final Agreement with the successful Respondent being awarded the RFP. Any exceptions to the terms and conditions as stated herein and in the Sample Agreement must be identified separately within the submitted proposal. An Agreement with the successful Respondent is executed only upon final approval by the Board of KIM WDB and Kern County Board of Supervisors.

### 3.02 Respondent's Orientation

An Orientation, open to all interested Respondents, will be held on Thursday, April 20, 2021 from 10:00 a.m. to 12:00 p.m. (PST). The Orientation will be held at online through Microsoft Teams or Zoom. Written notification will be sent to all interested Respondents via email. Staff will present the RFP requirements and answer questions during the Respondent's Orientation.

To ensure a productive Respondent Orientation, ETR request questions be submitted in advance. Questions and answers will be addressed during the orientation on the RFP so that all interested parties will have the benefit of the same answers. Minutes of the Respondent Conference will be posted at <http://www.etronline.com>. The following additional information is provided:

- ETR staff will take verbal questions during the orientation but may choose to defer answers. Deferred answers will be posted on ETR's website within two days after the conference.
- Questions asked at the Respondent's Orientation along with responses, will be put in writing and posted to ETR's website at <http://www.etronline.com>.

### 3.03 Notice of Intent to Submit a Proposal

A Notice of Intent to Submit a proposal is required of all organizations planning to submit for the Comprehensive One-Stop Operator. This is a **required** step in the process and will be used to create the list of potential Respondents. The list of potential Respondents will be posted to the and ETR's website at <http://www.etronline.com>. (See **Attachment B – Notice of Intent to Submit**). Organizations that do not a Notice of Intent to Submit will not be eligible to submit a proposal in response to this request. However, submitting a Notice of Intent to Submit does not commit the Respondent to submitting a proposal.

All Notices of Intent to Submit are due **no later than 4:00 p.m. (PST), Thursday, March 18, 2021** to:

**Michael Saltz, Contract Administrator**  
**Employers' Training Resource**  
email: [saltzm@kerncounty.com](mailto:saltzm@kerncounty.com)

All Notice of Intent to Submit form is attached will be available at the Respondent's Orientation (See **Attachment B**). **The filing of a Notice of Intent to Submit is required to be filed electronically. If a Respondent has not filed a Notice of Intent to Submit by 4:00 p.m. (PST), on Thursday, March 18, 2021 the proposal will be rejected.**

### 3.04 RFP Questions

To ensure a fair and objective evaluation, all questions related to the RFP that arise after the Respondent Conference must be submitted via email to: [saltzm@kerncounty.com](mailto:saltzm@kerncounty.com). Questions will be accepted through **4:00 p.m. (PST) on Wednesday, April 7, 2021**. Questions received electronically after **4:00 p.m. (PST), April 7, 2021** deadline will not be answered.

Written response to questions received by ETR will be posted on ETR's website: (<http://www.etronline.com>) within three (3) business days of the questions being submitted. It is the Respondent's responsibility to check the website on a regular basis for updated information and written responses to all questions submitted. It is encouraged to email questions prior to the Respondent's Conference so that answers can be clearly provided at that time.

**NOTE: Phone calls and oral questions will NOT be accepted.**

Only the responses on the website are considered clarifications to the instructions contained in this RFP. In the event that responses modify any of the terms, conditions, or provisions of this RFP, documentation will be given via a subsequent amendment to the RFP.

Respondents are warned that no other individuals are to be contacted in this regard. No other sources of responses or clarification are considered valid.

### 3.05 Addenda to this RFP

At the discretion of the ETR, if it becomes necessary to revise any part of this RFP, an addendum will be provided to all known recipients that have submitted an Intent to Submit a Proposal (for this RFP) and posted on ETR's website at <http://www.etronline.com>.

Respondents are responsible for checking the website frequently to remain informed about the procurement process, receive addenda to the RFP, read responses to questions, and remain updated on other information that may affect this RFP. Each respondent, upon receiving notification by ETR of a published addendum, must insert the information indicated in the RFP package.

### 3.06 Ex-Parte Communication

It is the policy of KIM WDB and ETR to prohibit ex-parte communications with any board member of KIM WDB and/or Kern County Board of Supervisors (collectively referred to as “Board Members”), as well as ETR, its staff, consultants and/or other persons serving as an evaluator during the procurement process (collectively referred to as “ETR”). Respondents that directly have any communication with Board Members and/or ETR risk elimination of their proposals from further consideration.

Any communication by telephone, email, letter, face to face conversation, other off-the-record contact is strictly prohibited. Any discovered ex-parte communication will be provided to Jeremy Shumaker, Administrative Services Officer-Administrative Division by for review and appropriate action at [shumakerj@kerncounty.com](mailto:shumakerj@kerncounty.com). Applicants who improperly influence the proposal review and evaluation process in any way will be subject to disqualification.

**NOTE:** Under no circumstances may an individual who is an evaluator collaborate and/or communicate with any respondent. Evaluators will be asked to sign the “Conflict of Interest Certification for Request for Proposal” stating they have not communicated or collaborated with any respondent.

### 3.07 Rights of ETR

ETR reserves the right to amend or withdraw this RFP at any time and to change any set or planned dates announced herein; however, ETR will not amend the deadline due date of the RFP to an earlier date.

ETR reserves the right to waive informality in any proposal, to accept or reject any or all proposals, to reject one part of a proposal and accept another, to re-advertise and, or seek other proposals, to make awards to the most responsive proposal as the interest of ETR may require.

ETR reserves the right to establish additional consideration or criteria for funding, as deemed necessary. Such consideration may be addressed through final agreement negotiations.

ETR reserves the right to reject any proposal and waive any requirement when the action is considered to be in ETR and/or KIM WDB’s best interest and negotiate change, revision, and/or modification of a proposal with any Respondents.

ETR reserves the right to retain all proposals submitted in response to this RFP. The proposals shall become the property of ETR and KIM WDB. ETR also reserves the right to use any or all ideas presented in any proposal submitted in response to a Request for Proposal, without charge or limitation. The selection or rejection of a proposal does not affect these rights.

ETR may reject any proposal and waive any requirement when the action is considered to be in ETR and/or KIM WDB's best interest and negotiate changes, revisions, and/or modifications of a proposal with any Respondents.

## **SECTION IV COMPREHENSIVE ONE-STOP OPERATOR ROLE**

### 4.01 Mandatory Duties.

KIM WDB's Comprehensive One-Stop Operator must coordinate across one-stop partners and service providers and ensure that the AJCC partners adhere to MOU's and other agreements. The primary functions of the One-Stop Operator are to ensure coordination of partners within the AJCC, ensure the smooth daily operation of the AJCC, and to communicate and coordinate regarding the same with ETR's staff. ETR expects that the One Stop Operator will have a full-time physical presence at the SE - AJCC One Stop and will provide oversight of the other two comprehensive AJCC one-stop centers located in Delano and Ridgecrest, and will fulfill its responsibilities in coordination with and under the direction of the KIM WDB.

Roles and responsibilities include the following:

1. Coordinate the implementation of KIM WDB negotiated cooperative agreements (MOU Phase II - Consolidated) and Resource Sharing Agreements with all mandated partners in conjunction with appropriate ETR's appointed staff and identify any changes that may be needed to partner working agreements in order to ensure appropriate customer flow for AJCC shared services.
2. Act as a liaison between KIM WDB and AJCC partners for the purpose of facility coordination, ADA compliance, site accessibility, resolving disputes, and addressing grievances. This includes assuring the delivery of accessible services to individuals with limited English proficiency, disabilities, or other significant barriers.
3. Convene and facilitate partner meetings for the purpose of promoting the adoption of creative and innovative methods and best

practices in the delivery of required services, including, but limited to, partner collaboration, process improvement, improvement of customer service, development of Career Pathways. This includes coordinating AJCC partner activities to improve client flow system for AJCC shared services including cross-training, policies and procedures training, development of marketing and/or educational tools, creation of a partner directory, and collaborative efforts for process improvement. Contractor shall convene at least one all partner meeting per quarter and schedule face-to-face meetings with partners as needed.

4. Informing service providers of federal and state policies, procedures, and rules that may impact the operations of the program(s), and providing assistance as needed for implementation.
5. Continue to develop and enhance the workforce development system by focusing on a fully coordinated and integrated service delivery model that is market driven and offers value-added services to AJCC job seekers.
6. Ensure AJCC partners follow the policies of the AJCC.
7. Provide an end of the year comprehensive report to all AJCC partners, KIM WDB and ETR and present the one-stop operator's findings to KIM WDB, and be available to respond to any inquiries.
8. Adhere to and implement all Federal, State, and Board policies and guidance. The Operator must follow and abide by any current and future KIM WDB administrative directives/or and fiscal responsibilities especially those directives concerning day-to-day operation of the AJCC, including, but not limited to, Equal Employment Opportunities, and the Americans with Disabilities Act.
9. Advise and assist KIM WDB on all items relevant to AJCC certification, partner MOU, and partner agreements.
10. Develop and submit a quarterly report to the Executive Committee of the KIM WDB that accurately measures and documents operator activities including AJCC partner coordination and activities, performance, and continuous improvement recommendations.
11. Be available to all partners and the career service provider as the One-Stop Operator during all hours of operation at the AJCC One-Stop Centers and implement KIM WDB-approved internal operational policies

for the AJCC One-Stop Centers, including, but not limited to, days/hours of operation, dress code, and customer service expectations.

12. Act as a liaison between the One-Stop Operator and other colocated and non-colocated partners, including, but limited to, resolving disputes and addressing grievances
13. Travel to the affiliate and satellite AJCC sites in Inyo and Mono Counties a minimum of once per quarter.
14. Implement policies established by the KIM WDB.
15. Coordinate staff training to ensure the ability to adequately perform assigned roles, functional knowledge of the policies, procedures and unique characteristics of all colocated and non-colocated partner programs, and cultural competency.
16. Ensure non-discrimination and equal opportunity in all programs and services delivered at the AJCC centers. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment based on race, color, religion, sex, national origin, disability, age, political affiliation, marital status, sexual orientation or identity, medical conditions or military/veteran status, and each customer shall have such rights as are available under any applicable federal, state, or local law prohibiting discrimination.
17. Ensure that all partners colocated at Southeast Bakersfield (SE) – AJCC, Delano – AJCC and Ridgecrest – AJCC implement priority of service for qualifying veterans and/or their eligible spouses.
18. Contractor will be required to exclusively use the logos and branding of the KIM WDB and the One-Stop Centers. The use of other logos and/or branding will be strictly prohibited. Contractor will be responsible for assisting in the promotion of the KIM WDB as the foremost expert in matters regarding workforce development and the One-Stop system in Kern, Inyo and/or Mono County(ies).
19. Contractor will make available to the public a computer lab/resource room that is universally accessible to all self-directed job-seekers. While ETR and/or the colocated Partner(s) shall share in the responsibility to provide the equivalent full-time staff Resource Room coordinator, Contractor must ensure and coordinate appropriate

staff levels in the computer lab/resource room as dictated by customer flow with the collocated Partner(s).

20. 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.

#### 4.02 Reporting Requirements and Performance

1. The One-Stop Operator will track and report to ETR on a monthly basis the following measures:
  - a. AJCC Partner activity, specifically referrals and on-site related activities;
  - b. AJCC traffic, specifically overall usage, and service information of Job seekers and Employers;
  - c. Co-enrollment between AJCC partner programs;
  - d. Success stories;
  - e. Referrals to AJCC partner agencies and outcomes; and
  - f. Customer satisfaction.

#### 4.03 Cost of Travel

The One-Stop Operator will need to travel to the affiliate and/or satellite AJCC sites in Inyo and Mono Counties a minimum of once per quarter. These reasonable and necessary travel costs are included in the cost of service and must comply with federal guidelines.

#### 4.04 Prohibited Functions

In accordance with WIOA, a one-stop operator may NOT perform the following functions:

1. Convene system stakeholders to assist in the development of the local plan;
2. Prepare and submit local plans (as required under sec. 107 of WIOA);
3. Be responsible for oversight of itself;
4. Manage or significantly participate in the competitive selection process for one-stop operators;
5. Select or terminate one-stop operator, career services, and youth providers;
6. Negotiate local performance accountability measures; and

7. Develop and submit budget for activities of the Local Board in the local area.

#### 4.05 Responsibility Revisions

The roles, responsibilities and duties of the KIM WDB comprehensive One-Stop Operator may be refined and changed as:

1. Federal, state, and local law or requirements are enacted and implemented covering the workforce development system;
2. Regulations and procedures are developed or changed the U.S. Department of Labor;
3. KIM WDB's governing board adopt local direction and procedures; and
4. KIM WDB develops and coordinates mandatory strategic initiatives for the local workforce development area.

#### 4.06 Abide by All Laws and Regulations

The Respondent awarded the Agreement derived from this RFP will be required to abide by all applicable local, Federal and State laws and regulations, including, but not limited to:

1. The provisions of the Workforce Innovation and Opportunity Act (WIOA) and all legislation, regulations, directives, policies, procedures and amendments issued pursuant thereto;
2. All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement the WIOA;
3. The Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA (42 U.S.C. 120101 et seq.);
4. Executive Order 12549 (Debarment and Suspension), 29 CFR Section 98.50, and 2 CFR Section 200.213 concerning disbarment and suspension;
5. 2 CFR Section 200.450 and in 29 CFR Part 93 concerning lobbying restrictions;

6. Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated there under and the provisions of WIOA, Section 188; and,
7. All other applicable rules and regulations governing the one-stop operator.

## **SECTION V PROPOSAL INSTRUCTIONS**

### 5.01 Proposal Format

**To be considered “responsive”, submitted proposal packages shall adhere to the format description, as follows:**

1. Complete the Attachment C: Cover Page Form as cover for proposal.
2. Proposal Packages: Respond to the questions in Section V.
3. The Proposal Packages must:
  - a. Not exceed six (6) single-spaced and single-sided pages;
  - b. Be typed in 12 point Times New Roman or Arial font;
  - c. Be on 8½ x 11” paper with one-inch margins; and
  - d. Have pages numbered sequentially, with the exception of the Cover Page.
4. Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.
5. The proposal must be typed. Every part of the proposal must be legible and of sufficient print clarity to allow copying of the document. Respondent shall not use white-out or a similar correction product to make changes to their proposal package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.
6. Complete all Certificates and Assurance in Attachment E (E1 – E12).
7. The cover page and/or attachments do not count against the narrative six (6) page limit.
8. Submit one (1) original which is clearly marked and signed in blue ink, and three (3) exact copies of the original. In addition, submit one (1) electronic version of the entire proposal package on a CD, DVD, or USB memory stick. ETR at its discretion may request additional copies.

9. Respondent also to submit one (1) paper copy of Financial Statement as set forth herein. See Section VI, subsection 11 for guidance on what is required.
10. Proposals must be complete in all aspects. A proposal may be rejected if it is conditional or incomplete, or if it contains any alteration of form or other irregularities of any kind. A proposal may be rejected if any such defect or irregularity constitutes a material deviation from the proposal requirements. The proposal must contain all costs required by the proposal.
11. A single three-ring binder divided into sections by labeled tab index sheets is sufficient. Attachments that are not included in the binder should be clearly labeled according to the sections and titles provided therein. The proposal should be clear, complete and consistent with the proposal content requirements.
12. Deadlines will be enforced. Late submissions will not be accepted.
13. Failure to comply with any requirements of this RFP may result in disqualification.
14. To validate your proposal package, submit the SIGNATURE PAGE (contained herein) with your proposal. Proposals must be signed by the officer or officers legally authorized to bind the company, partnership or corporation. Proposal packages submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well.

#### 5.02 Cost Incurred by Respondents

All costs associated with proposal preparation will be borne by the respondent. ETR and/or KIM WDB will not, in any event, be liable for any pre-contractual expenses incurred by respondents in the preparation and/or submission of the proposals. Proposals will not include any such expenses as a part of the proposed.

#### 5.03 Deadline for Submission of Proposals

The deadline for submission of proposal is **Wednesday, April 14, 2021, 4:00 p.m. (PST)**. No exceptions to the submission conditions set forth in this proposal will be granted.

Due to the COVID-19 pandemic and as a safety precaution to ETR staff, all Proposals must be electronically mailed to [saltzm@kerncounty.com](mailto:saltzm@kerncounty.com) **and** a hard copy (original) sent by U.S. Mail or Overnight Delivery. Proposals that do not meet these conditions set forth in this notice will not be considered. Hard copy (original) submissions must be sent via Overnight Delivery or U.S. Mail and is required, but the operable date for meeting the deadline shall be determined by the date of receipt of the electronic mail. Facsimile (FAX) will not be accepted. Proposals must be **received electronically at the address indicated above, by 4:00 p.m. (PST) on Wednesday, April 14, 2021, and the hard copy (original) must be sent via Overnight Deliver or U.S. Mail.** Proposals received after that time and date will be rejected.

Employers' Training Resource's staff will not copy, complete, organize or otherwise change any proposal submitted in response to this solicitation. Proposals accepted as responsive will be reviewed only as originally submitted by the deadline.

Upon receipt by ETR any and all proposal will become the property of ETR and KIM WDB.

The submission of proposal must be electronically mailed to:

[saltzm@kerncounty.com](mailto:saltzm@kerncounty.com)

The hard copy (original) submission of proposal **must** be mailed or overnighted to:

**Michael Saltz, Contract Administrator  
Employers' Training Resource  
1600 E. Belle Terrace  
Bakersfield, CA 93307**

Upon request, persons delivering to the above office will be given a receipt noting the time and date delivery. At the same time, the receipt will be noted in the RFP log.

## **SECTION VI PROPOSAL PACKAGE**

### **6.01 Proposal Package Requirements**

The content and sequence of the proposal will be as follows:

1. Cover and Signature Page (Attachment C)
2. Signed Amendment(s) (If any)
3. Bond(s) (If any)
4. Cover Letter

5. Table of Contents
6. Executive Summary
7. Proposal Narrative
8. Exceptions
9. Approach
10. Respondent's Qualifications
11. Cost Proposal
12. Financial Statement (separate sealed envelope)
13. Threshold Attachments

1. Cover and Signature Page

Respondent must complete and return the enclosed Cover and Signature Page (Attachment C, "Signature Page"). The Cover and Signature Page must be signed in blue ink by the officer or officers legally authorized to bind the company, partnership, or corporation.

2. Signed Amendment(s)

Respondent must sign, in blue ink, and include a copy of any amendments to the RFP.

3. Bond(s)

Respondent must enclose any bonds as required in the RFP.

- a. Fidelity Bond - Also referred to as a Dishonesty Bond. A fidelity bond is a form of protection that covers the KIM WDB for losses as a result of fraudulent acts by the Respondent.
- b. Proposal Security Bond – Also referred to as Bid Security. A bond that is submitted with Respondent's proposal to compensate the KIM WDB for damages it might suffer if the successful Respondent refuses to execute the Agreement that may be derived from their proposal. Generally, it is 10% of the amount of Respondent's bid as bid security.
- c. Performance Bond – A bond to ensure completion of the project as requested under the "Scope of Work". The Performance Bond is backed by a surety who guarantees the project will be completed in accordance with the specifications of the proposal.
- d. Payment Bond – This bond is to protect sub-Contractors and suppliers. It ensures that the surety backing the bond will pay the sub-Contractors and suppliers if the general Contractor does not.

4. Cover Letter

The Cover Letter must be a maximum of a one (1) page introducing the Respondent. The Cover Letter must include the Respondent's name and address.

5. Table of Contents

The Table of Contents must be a comprehensive listing of the contents included in your proposal. This section must include a clear definition of the material, exhibits and supplemental information identified by sequential page numbers and by section reference numbers.

6. Executive Summary

The Executive Summary shall condense and highlight the contents of the Respondent's Business Proposal to provide the Evaluation Committee with a broad understanding of the Respondent's approach, qualification, experience and staffing.

7. Proposal Narrative

- a. Describe how the Respondent intends to provide the One Stop Operator responsibilities, outlined in "Comprehensive One-Stop Operator Responsibilities and Role," Section VI, above.
- b. Describe how the Respondent will ensure physical and programmatic accessibility for individuals with disabilities, as per Section 188 of WIOA and the Americans with Disability Act of 1990.
- c. Describe how the Respondent will ensure access to services for individuals with barriers to employment, including limited or non-English speakers, individuals with low literacy or numeracy levels, veterans, ex-offenders, youth, and the homeless.
- d. Describe how the Respondent will ensure non-discrimination and equal opportunity in all programs and services offered by the AJCC's.
- e. Describe how the Respondent would address issues of conflict or miscommunication between individuals or agencies.
- f. Describe the Respondent's proposed process for responding to customer complaints.
- g. If the Respondent currently provides services on behalf of the ETR and/or KIM WDB, describe how the Respondent either already has or will establish the firewalls and conflict of interest policies required by WIOA, including compliance with the WIOA requirement that a One Stop Operator not perform oversight of itself, in its role as a service provider.

8. Exceptions

This portion of the proposal will note any exceptions to the requirements and conditions taken by the Respondent. Exceptions should clearly explain why the Respondent is taking exception to the requirements. If exceptions are not noted, ETR will assume that Respondent's proposal meets those requirements as specified herein and that the Respondent accepts and intends to abide by all stated terms, conditions, and requirements. Exceptions will be considered by ETR, and will form a part of any resulting Agreement, only if ETR explicitly so states in writing.

Exceptions shall be noted as follows:

- a. Exceptions to the Scope of Work
- b. Exceptions to General Provisions
- c. Exceptions to Special Provisions
- d. Exceptions to Instructions for Submitting Proposal and RFP Content Requirements
- e. Exceptions to any other part of this RFP
- f. Exceptions to terms in the Sample Agreement

9. Approach

Respondent's proposal shall clearly describe in detail how the Respondent will meet the requirements of this proposal and perform the Requirements. Additionally, the proposal should provide any special or unique qualifications which the Respondent believes it possesses to meet the requirements of this RFP. Only those levels of performance the Respondent actually believes can be accomplished should be stated as measurable objectives. Each of the major tasks, or activities to be undertaken, as a means of reaching such objectives, must be specifically identified. Display the essential points of activity in a time sequence showing the amount of time allotted to each activity.

The merit of each proposal received in response to this RFP will be judged largely on the basis of each Respondent's narrative description as described in the Approach of their proposal. It is important that your proposal contain all information required for an effective review process. The responding proposal should be written in such a manner to provide sufficient detail to enable the Evaluation Committee members to know what is planned at every stage, and to make a judgment as to the probable success of the proposed effort.

(A benchmark chart may be completed to display the time frame for achieving and accomplishing each major program/project task or activity. Flowcharts and other related graphics may accompany this section.)

10. Respondent's Qualifications

Respondent provide a concise statement demonstrating that the Respondent's company has the qualifications, experience, and capability to perform the requirements of this RFP. The following sections must be included:

a) History

Provide a brief history of your company, including the number of years in business. State whether your organization is an individual proprietorship, partnership, corporation, or private nonprofit organization, and the date your company was formed or incorporated. Provide a statement as to any judgment, litigations, licensing violations, or other violations, outstanding or resolved, against your company in the past five (5) years.

b) Background and Experience

A summary of relevant background information describing your company's experience of major accomplishments and/or activities similar to the requirements set forth under this RFP, which demonstrates your company's ability to provide the service described in your proposal.

c) References

Provide a list of at least five (5) customer references. Include the firm's name; the name, title, and telephone number of a contact person; the dollar amount of the Agreement; and the dates that these services were completed. Respondent may provide sample material of your company's work to substantiate your previous experience.

d) Staff Assignment

A brief description of the experience and qualifications of the proposed key staff members assigned to this program/project and what percentage of their time will be devoted to the program/project. Show their function, level of education, degree and license, if appropriate, and a detailed resume for each person. Additionally, the Respondent must specify where the staff will be located and identify the program/project manager.

11. Cost Proposal

It is essential that all Respondents include and clearly detail all costs, payment schedules, categorization of line items, and/or other

related costs associated with your proposal. All proposals must have a narrative providing a thorough and clear explanation of your costs.

12. Financial Statement

Provide copies of the Respondent's most current and prior two (2) fiscal years audited financial statements. The audited financial statements should include a balance sheet and income statement at minimum. Financials consisting of, but not limited to the Balance Sheet (Statement of Financial Positions), and Income Statement (Statement of Operations), and the Retained Earnings Statement (Changes in Fund Balance) are necessary for construction and service provider Agreements. The audited financial statements will be kept confidential if so stamped on each page.

New businesses or agencies which have not yet had an audit are permitted to submit current financial statements with sufficient financial information to demonstrate the ability to finance the Agreement and provide the services in accordance with the requirements of this RFP, understanding that cash advances are not available. The financial information will be kept confidential if so stamped on each page.

THIS INFORMATION IS TO BE PLACED IN A SEPARATE SEALED ENVELOPE AND MARKED "RESPONDENT'S FINANCIAL STATEMENT" ON THE OUTSIDE OF THE ENVELOPE. FAILURE TO SUBMIT FINANCIAL INFORMATION AS REQUIRED HEREIN WILL BE CONSIDERED AS "NONRESPONSIVE", RESULTING IN REJECTION OF THE PROPOSAL.

13. Threshold Attachments

All Respondents must complete and submit all Threshold attachments with their proposals. See Attachments D (D-1 through D-12).

**SECTION VII  
BASIS OF AWARD, SELECTION PROCESS AND EVALUATION CRITERIA**

7.01 Basis of Award

Award will be made to the Respondent whose proposal demonstrates to be the most qualified, responsive and advantageous to the KIM WDB. The KIM WDB Executive Committee shall not be obligated to accept the lowest cost proposal, but will make an award in the best interests of the KIM WDB after all factors have been evaluated ("most responsive proposal").

ETR AND/OR THE KIM WDB RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO REJECT ANY OR ALL PROPOSALS OR ANY PART THEREOF, OR TO WAIVE

ANY INFORMALITIES IN THE PROPOSAL AND MINOR IRREGULARITIES, TECHNICAL DEFECTS OR CLERICAL ERRORS, TO MAKE AN AWARD ON THE BASIS OF SUITABILITY, QUALITY OF SERVICE(S) TO BE SUPPLIED, THEIR CONFORMITY WITH THE SPECIFICATIONS AND FOR THE PURPOSES FOR WHICH THEY ARE REQUIRED, AND NOT CONFINED TO COST ALONE. THE KIM WDB SHALL NOT BE LIABLE FOR ANY COSTS INCURRED BY THE RESPONDENT IN CONNECTION WITH THE PREPARATION AND SUBMISSION OF THIS OR ANY OTHER PROPOSAL.

False, incomplete, or nonresponsive statements in connection with the proposal may be deemed sufficient cause for rejection. The KIM WDB Executive Committee shall be the sole judge in making such determination. The KIM WDB reserves the right to cancel or discontinue with the RFP process and reject any or all proposals in the event it determines that there is no longer a requirement for the furnishing of such items, materials, equipment and/or services, funding is no longer available for this RFP, or it is otherwise in the KIM WDB's best interest to cancel the RFP process.

7.02 Selection of Evaluation Committee

A Review Panel (Evaluation Committee) consisting of selected board members of the KIM WDB will be established to evaluate the proposals. It is the intent of the Evaluation Committee to select an apparent successful Respondent with a recommendation to initiate Agreement negotiations. Selection will not be made on cost alone, but will be based upon the most responsive proposal.

7.03. Evaluation Criteria

The Evaluation Committee will consider only those proposals which have been considered responsive to the proposal. Any proposal which fails to meet the requirements of the RFP will be considered non-responsive and may be rejected. Responsiveness includes attention to detail in following the proposal format. The Evaluation Committee may also contact and evaluate the Respondent's references; contact any Respondent to clarify any response; contact any current users of Respondent's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The Evaluation Committee shall not be obligated to accept the lowest priced proposal, but shall recommend such proposal that is the most qualified, responsive and cost-effective proposal and in the best interest of the KIM WDB ("most responsive proposal").

Criteria		Points
1.	Financial Viability (ETR's fiscal department's financial review)	Pass/Fail
2.	Required Attachments/Documents/Bonds (Completeness of required documents)	Pass/Fail

3.	Responsiveness to RFP which includes clarity, completeness and general quality of RFP, terms, and conditions	20
4.	<p>Cost Reasonableness of Plan</p> <ul style="list-style-type: none"> <li>• This category will evaluate the cost of the proposed program, to determine if it is fair and reasonable based on other program services and/or historical data, and the degree to which expenditure of funds relates to performance outcomes.</li> <li>• Budgets will be reviewed for accuracy and completeness. Additionally, all proposals will be reviewed for costs that are reasonable, allowable, necessary, fully justified, and competitive, as measured by the review of the line item budget, budget summary, the program design, and comparison to all other proposals. Please see Attachment C.</li> </ul>	40
5.	<p>Prior Experience as a One-Stop Operator and/or Understanding of the Project.</p> <ul style="list-style-type: none"> <li>• This category will evaluate the following: <ul style="list-style-type: none"> <li>i. The counties/regions where one-stop operator services are performed;</li> <li>ii. The extent to which the Respondent currently engages in one-stop operator related services; and/or,</li> <li>iii. Understanding of the project/technical capability and personal experience with WIOA.</li> </ul> </li> </ul>	40
6.	<p>Oral Presentation</p> <p>The top scoring Respondents may be selected to conduct an oral presentation before the Evaluation Committee. This presentation may either be conducted in person or through a conference call.</p>	

Proposals shall be ranked on a score of 1 to 10, with a score of 6 to 10 as exceeds requirements; a score of 5 as meets requirements; and a score between 1 and 4 does not meet requirements.

The Evaluation Committee will forward the recommended Respondent(s) to the KIM WDB Executive Committee. The KIM WDB Executive Committee will make final recommendation for ratification by the Kern County Board of Supervisors.

## **SECTION VIII PUBLISH INTENT TO AWARD**

### 8.01 Intent to Award

A "Notice of Intent to Negotiate" will be sent to all participating Respondents upon the KIM WDB Evaluation Committee's recommendation to initiate Agreement negotiation. This "Notice of Intent to Negotiate" will be sent to all participating Respondents by email and shall be published on Wednesday, June 2, 2021, on ETR's website at: (<http://www.etronline.com>).

A "Notice of Intent to Award" will be sent to all participating Respondents upon completion of the Agreement negotiation and the Agreement is on the KIM WDB's agenda. This "Notice of Intent to Award" will be sent to all participating Respondents by email.

News releases by the Respondent pertaining to the award resulting from this RFP shall not be made without prior written approval of the KIM WDB.

## **SECTION IX APPEAL PROCEDURES TO RESOLVE PROCUREMENT DISPUTES**

### 9.01 Appeal Procedures

A Respondent may appeal the procurement and/or funding decision using the following procedures:

- a. When a proposal is not recommended for funding during the review process, if the Respondent can show that the proposal did not receive due consideration or that other irregularities existed, the agency may appeal the recommendation to the KIM WDB Executive Committee.
- b. A formal, written appeal must be submitted to the Executive Director of ETR at or before 5:00 p.m. on the fifth (5<sup>th</sup>) business day after the KIM WDB Executive Committee meeting at which funding recommendations are approved.

The Appeal must be sent either by U.S. Mail, postage prepaid, or by electronic mail to:

///

Teresa Hitchcock  
Assistant County Administrative Officer  
Employers' Training Resource  
1600 E. Belle Terrace  
Bakersfield, California 93307  
[hitchcockt@kerncounty.com](mailto:hitchcockt@kerncounty.com)

- c. The ETR "Appeal Request Form" must accompany all appeal requests. Specific reasons for the appeal must be included. All appeals must be made in writing, dated, signed by the Respondent or an individual authorized to sign Agreements on behalf of the protesting Respondent, and contain a statement of the reason(s) for protest; citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The appealing Respondent must provide facts and evidence to support the protest.
- d. All appeals will be initially received by the ETR Executive Director, who will then forward them to the KIM WDB Executive Committee. The KIM WDB Executive Committee will be responsible for reviewing proposals, evaluation forms, or other related information to determine if the grounds for the appeal are substantiated. The KIM WDB Executive Committee will have authority to reconsider funding recommendations if warranted. Decisions of the KIM WDB Executive Committee are final and constitute the sole administrative remedy available to the Respondent under this procurement. A decision of the KIM WDB Executive Committee will be made and transmitted to the Respondent and the KIM WDB no later than three (3) weeks (or fifteen (15) business days) after the deadline to submit appeals. The County of Kern Board of Supervisors will be notified of final funding recommendations.

## **SECTION X TERMS AND CONDITIONS**

### 10.01 Request for Proposal Closing Date

Proposals must be received in at ETR on or before 4:00 p.m. (PST) on Wednesday, April 14, 2021.

Proposals shall be presented under sealed cover and clearly identified on the outside to read:

- a. Name of the Respondent
- b. Address of the Respondent
- c. Subject of the Proposal

- d. Request for Proposal Number
- e. Proposal Submittal Deadline Date

The time specified will be as defined by the official time clock in the office of Employers' Training Resource, 1600 E. Belle Terrace, Bakersfield, California 93307. It is the sole responsibility of the submitting Respondent to ensure that its proposal is received before the submission deadline.

**Proposal must be labeled as:**

**Michael Saltz, Contract Administrator  
Employers' Training Resource  
Kern, Inyo and Mono Workforce Development Board  
Request for Proposal  
One-Stop Operator**

Without law or policy to the contrary, if the Respondent took reasonable steps to submit the proposal in due time, and failure of the proposal to be on hand at the time of closing was not the result of negligence or other fault of the Respondent, but was the result of negligence by the County, the County reserves the right to accept such proposal.

All proposals shall remain firm for at least one hundred twenty (120) days following the RFP closing date. ETR reserves the right to withhold an award of the proposal for one hundred twenty (120) days from date of closing.

All proposals and accompanying documentation submitted by the Respondent, with the exception of Financials, will become the property of ETR and KIM WDB, and will not be returned. Proposals shall be based on the material contained in the RFP. Respondents are instructed to disregard any prospective oral representations it may have received prior to the solicitation of the RFP.

Cost for developing and preparing the proposal is solely the responsibility of the Respondent whether or not any award results from this solicitation. Further, the cost of developing and preparing responses to the RFP will not be allowed as direct or indirect charges under any resulting Agreement.

No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications will be effective without prior written consent of ETR.

ETR RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO REJECT ANY OR ALL PROPOSALS OR ANY PART THEREOF, OR TO WAIVE ANY INFORMALITIES IN THE RFP AND MINOR IRREGULARITIES, TECHNICAL DEFECTS OR CLERICAL

ERRORS, TO MAKE AN AWARD ON THE BASIS OF SUITABILITY, QUALITY OF SERVICE(S) TO BE SUPPLIED, THEIR CONFORMITY WITH THE SPECIFICATIONS AND FOR THE PURPOSES FOR WHICH THEY ARE REQUIRED, AND NOT CONFINED TO PRICE ALONE. ETR SHALL NOT BE LIABLE FOR ANY COSTS INCURRED BY THE RESPONDENT IN CONNECTION WITH THE PREPARATION AND SUBMISSION OF THIS OR ANY OTHER PROPOSAL.

#### 10.02 Announcement of Proposals

All proposals received by the published date and time for submission will be publicly announced at Employers' Training Resource, 1600 E. Belle Terrace, Bakersfield, California 93307. The name of each Respondent will be publicly read and recorded. All other information contained in the proposals shall be confidential to avoid disclosure of contents prejudicial to competing Respondents during the evaluation process. Representatives from organizations submitting proposals may be present, but attendance at the announcement of the proposals is not mandatory. No award decision, pricing, or exchange of views will be discussed at the RFP announcement.

#### 10.03 Interpretation, Corrections and Amendments

The Respondent must carefully examine the specifications, terms and conditions provided in the Request for Proposal and become fully informed as to the requirements set forth therein. If anyone planning to submit a proposal discovers any ambiguity, conflict, discrepancy, omission or error in the RFP, has any questions in relationship to the "REQUIREMENTS", or any other related matters, Respondent shall immediately notify the contact person as shown on the cover page of this RFP of such concern in writing and request clarification or modification of the document(s) no later than the Question and Answer deadline as set forth under Section 2.2, "SCHEDULED ACTIVITIES". No further requests for clarification or objections to the RFP will be accepted or considered after this date. Any change in the RFP will be made only by written amendment, issued by ETR to each vendor on the Respondents list as well as posted on ETR and KIM WDB's website, and shall be incorporated in the RFP. The Respondent shall sign and date the amendment and submit same with the proposal. Any oral communication by KIM WDB or ETR's designated contact person or any other ETR staff member concerning this RFP is not binding on KIM WDB or ETR and shall in no way modify this RFP or the obligations of the County or any Respondents.

The Respondent may e-mail questions to ETR whose name is specified on the RFP, or mail to:

Michael Saltz, Contract Administrator  
Employers' Training Resource  
1600 E. Belle Terrace  
Bakersfield, California 93307  
Attention: Request for Proposal Information

All inquiries shall be directed to the designated ETR staff person shown on the RFP. Contact with any other ETR or County personnel or any undue “badgering” of such ETR or County personnel by the Respondent is prohibited. Failure to comply with this request may be considered cause for disqualification of your proposal.

#### 10.04 Discussions with Respondents and Clarifications to Proposals

ETR may, in its sole discretion, conduct discussions with Respondents who submit proposals determined to be responsive and have the potential of being selected for an award, for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Such clarifications may be permitted after submission of proposals and prior to award. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Respondents to anyone outside the Evaluation Committee. The purpose of such discussions shall be to examine Respondents:

- a. Qualifications
- b. Proposed method of performance
- c. Proposed personnel and facilities
- d. Compensation

All Respondents submitting a proposal for consideration agree that their company will be willing to enter into a final Agreement if awarded this RFP. ETR may, in its sole discretion, negotiate certain terms and conditions of such final Agreement after identification of the apparent successful Respondent. However, Respondents should not assume that any terms of this RFP or other applicable terms and conditions are subject to later negotiation, and should instead assume that all such terms and conditions are mandatory conditions of participation in this RFP process. Negotiated changes, if any, will not change the “Requirements”.

#### 10.05 Announcement of Apparent Successful Respondent

Based upon the qualifying and respective evaluations, the Evaluation Committee will recommend commencement of Agreement finalization. The KIM WDB Executive Committee will officially decide to select or reject the negotiated Agreement and the Kern County Board of Supervisors will ratify the decision made by the KIM WDB Executive Committee.

#### 10.06 False and/or Misleading Statements

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Respondent, may be rejected. If, in the opinion of ETR, such information was intended to mislead ETR and/or KIM WDB in its evaluation of the proposal, and the attribute, condition or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.

#### 10.07 Rules for Withdrawal or Revision of Proposals

A proposal which is submitted prior to the deadline may be withdrawn or revised any time prior to, but not after, the deadline for receipt of proposals provided that the request for withdrawal or revision is in writing and executed by the Respondent's duly authorized representative. The request for withdrawal or revision of the proposal must be filed with Michael Saltz, Contract Administrator, Employers' Training Resource, before the deadline for the receipt of proposals at [saltzm@kerncounty.com](mailto:saltzm@kerncounty.com). The withdrawal of a proposal shall not prejudice the right of a Respondent to submit a new proposal, provided the Respondent can submit the new proposal by the deadline stated herein.

#### 10.08 Independent Contractor

It is expressly understood that in the performance of any services resulting from this RFP, Respondent is an Independent Contractor and is not an agent or employee of Employers' Training Resource and/or the County of Kern and warrants that all persons assigned to the program/project are employees, or subcontractors, of the Respondent. In the event the awarded Respondent shall employ others to complete or perform the services provided, Respondent shall be solely responsible and hold Employers' Training Resource and/or the County harmless from all matters relating to the payment of such person(s).

It is mutually understood and agreed that no employee-employer relationship will be created between Employers' Training Resource and/or the County and Respondent or Employers' Training Resource and/or the County and Respondent's employees, and that the awarded Respondent shall hold Employers' Training Resource and/or the County harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes, contributions or premium imposed or required by workers' compensation, unemployment insurance, social security, income tax or other statutes or codes applying to Respondent, or its sub-Contractors and employees, if any. It is mutually agreed and understood that the Respondent, its Sub-Contractors and employees, if any, shall have no claim under any Agreement that may result from this RFP or otherwise against Employers' Training Resource and/or the County for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

#### 10.09 Explanation of Use of Sub-Contractors

Any Respondent using a Sub-Contractor(s) must clearly explain the use of the Sub-Contractor(s) and list the name(s) of the Sub-Contractor(s) providing work under this RFP. The selected Respondent will be fully responsible for all work performed under this RFP and will be considered as the Prime Contractor. Any Sub-Contracting, or other legal arrangements made by the Respondent are the sole responsibility of the Respondent. Any Agreement that is entered into between the selected Respondent and

the Sub-Contractor(s) shall contain provisions for federal and state access to the books, documents, records, and inspection of work. Respondent awarded any Agreement as a result of this RFP shall obtain ETR's written approval of sub-contractors identified in Respondent submittal prior to execution of Agreement.

#### 10.10 Joint Ventures

In the event a proposal is submitted jointly by more than one organization, one legal entity must be designated as the Prime Contractor. All other participants shall be designated as Sub-Contractors.

#### 10.11 Confidentiality

The contents of all proposals, correspondence, agenda, memoranda, or any other medium which discloses any aspect of a Respondent's proposal shall be held in the strictest confidence until after negotiations for the contract are negotiated. If you contend that any submission contains trade secrets or proprietary data, please be advised that ETR, the County of Kern, and/or KIM WDB cannot and does not give any assurances or guarantees that such information will not be released under the California Public Records Act. The Respondent should clearly mark any of the information within their proposal that is proprietary, however, the ETR, the County of Kern, and/or KIM WDB will be guided by the California Public records Act and the definition of Trade Secrets under California Civil Code Section 3426.1, but in no case will the following be considered proprietary: a) the final cost of the bid or proposal; b) information that is not clearly marked as proprietary in nature; c) information that, though marked as proprietary, is not actually proprietary d) information that is otherwise generally available as information or technology within the subject trade, industry or profession.

**RESPONDENT SHALL NOT DESIGNATE THE ENTIRE PROPOSAL AS PROPRIETARY. SUCH ATTEMPTED DESIGNATION WILL NOT BE HONORED.**

Submission of a proposal by a Respondent shall constitute an agreement to the provision for public announcement. ETR, the County of Kern, and/or KIM WDB shall not be obligated to release information contained in any Respondent's RFP submittal that has been marked as proprietary, without the written consent of the Respondent. Any agency requesting such information so marked as proprietary must obtain such written authorization directly from Respondent and forwarded to ETR.

ETR and/or KIM WDB shall not be required to contact any Respondent for information on behalf of any requesting agency. ETR shall have the sole discretion and exclusive authority to determine if any other party has properly obtained the right to have access to proprietary information.

#### 10.12 Public Agency Participation

Any public agency, i.e., city, district, public authority, public agency, municipality and other political subdivision or a public corporation (hereinafter referred to as Public Agency) shall have the option of participating in any award made as a result of this RFP at the same prices, and terms and conditions. ETR and/or KIM WDB is/are not an agent, partner, or representative of the Public Agency, and is not obligated or liable for any financial responsibility in connection with purchase orders issued by any Public Agency. The Public Agency shall accept sole responsibility for placing orders or payments to the successful Respondent.

#### 10.13 Pricing Conditions

All proposals shall remain firm for at least one hundred twenty (120) calendar days after RFP Submittal Deadline unless otherwise specified. Within one hundred twenty (120) calendar days after the RFP Submittal Deadline opening, a purchase order and/or an Agreement may be awarded by ETR, as it may deem proper, in its absolute discretion. The time for awarding a purchase order and/or an Agreement may be extended at the sole discretion of ETR, if required to evaluate proposals or for such other purposes as ETR may determine.

#### 10.14 Determination of Respondent's Responsibility

##### 1. Responsible Respondent

A responsible Respondent is a Respondent who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, financial strength, and experience to satisfactorily perform the Agreement. It is ETR's policy to conduct business only with responsible Respondents.

##### 2. Non-responsible Respondent

ETR may declare a Respondent to be non-responsible for purposes of this RFP for a variety of reasons, some of which are listed below. This is not an exclusive list - reasons may include the following but are limited to the below:

- a. Committed any act or omission which negatively reflects on the Respondent's quality, fitness, financial strength, or capacity to perform any Agreement that may be derived from this RFP with ETR or an Agreement with any other public entity, or engaged in a pattern or practice which negatively reflects on same; or
- b. Committed an act or omission which indicates a lack of business integrity or business honesty; or
- c. Made or submitted a false claim against ETR or any other public entity; or

- d. Submitted false, incomplete or unresponsive statements or omitted requested documentation in connection with this RFP.

#### 10.15 Public Disclosure

All public records of the County are available for disclosure except the contents of the proposals received in response to an RFP, which are not open for public review until the contract between the awarded Respondent and ETR is ratified by the Kern County Board of Supervisors. In the event that an unsuccessful Respondent files an official request to view the awarded Respondent's proposal, ETR must comply with appropriate public disclosure procedures. However, if information specifically designated in the proposal as proprietary is requested ETR may attempt to notify Respondent should Respondent wish to pursue protections against disclosure, at its own cost, so that the information will not be made available.

Pursuant to the California Public Records Act, Government Code Sections 6250 et seq., any contract that eventually arises from this Request for Proposal is a public record, in its entirety. Also, all information submitted in response to this Request for Proposals is itself a public record without exception, and will be disclosed upon request, but only after negotiations are complete. Submission of any materials in response to this Request for Proposals constitutes your consent to release materials, and a waiver of any claim that the information is protected from disclosure. Furthermore, by submitting materials, Respondent agrees to indemnify and hold harmless ETR, KIM WDB and Kern County for release of such information.

#### 10.16 Qualifications of Respondent

ETR may make such investigation as it deems necessary to determine the ability of the Respondent to provide the services requested herein, and the Respondent shall furnish to ETR all information and data for this purpose as ETR may request. ETR reserves the right to reject any proposal should the evidence submitted by, or investigation of, the Respondent fails to satisfy ETR that such Respondent is properly qualified to carry out the obligations of the proposal and to complete the requirements contemplated therein.

#### 10.17 Disqualification of Respondent

A Respondent may be disqualified and the proposal rejected, in addition to any other cause for rejection as set forth elsewhere in this RFP, for any of, but not limited to, one of the following reasons:

- a. Proof of collusion among Respondents, in which case all proposals involved in the collusive action will be rejected and any participant to such collusion will be barred from future bidding until reinstated as a qualified Respondent.
- b. Lack of responsibility or cooperation as shown by past work or services provided to ETR or others.

- c. Being in arrears on existing Agreements with ETR and/or Kern County or having defaulted on previous Agreements.
- d. Delivery of their proposal after the deadline specified in the RFP.
- e. Incomplete information or missing documents as required in the RFP.

#### 10.18 Integrity of Expenditure

Respondent assures that every reasonable course of action will be taken to maintain the integrity of expenditure of public funds and to avoid any favoritism, questionable, or improper conduct.

#### 10.19 Gratuities

Neither the Respondent nor any person, firm, or corporation employed by the Respondent shall give, directly or indirectly, to any employee or agent of ETR, KIM WDB and/or County of Kern, any gift, money, or anything of value, or any promise, obligation, or Agreement for future reward or compensation, neither during the RFP process nor during the performance of any Agreement period resulting from this RFP.

#### 10.20 Conflict of Interest

Respondent covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this RFP. Respondent shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or sub-Contractors, and ETR, KIM WDB and/or County of Kern. Respondent shall make all reasonable efforts to ensure that no ETR, KIM WDB and/or County of Kern officer, board member, or employee, whose position in the ETR, KIM WDB and/or County of Kern enables them to influence any award of this RFP or any competing offer, shall have any direct or indirect financial interest resulting from any Agreement that may be derived from this RFP or shall have any relationship to the Respondent or officer or employee of the Respondent, nor that any such person will be employed by Respondent in the performance of any Agreement that may be derived from this RFP without immediate divulgence or such fact to the ETR, KIM WDB and/or County of Kern.

#### 10.21 Federal, State, and Local Taxes

The awarded Respondent shall pay all taxes lawfully imposed upon it with respect to this RFP or any product delivered with respect to the Agreement. ETR makes no representation whatsoever as to the exemption from liability to any tax imposed by any government entity on the awarded Respondent.

#### 10.22 OSHA Requirements

All material, equipment, or labor submitted under this RFP by Respondent shall meet the required standards of OSHA 1970 and CA-OSHA 1973. Respondent warrants that the described material, equipment or labor meets all appropriate OSHA safety and

health requirements. Further, it warrants that the said material or equipment will not produce or discharge in any manner or form, directly or indirectly, chemicals or toxic substance that could pose a hazard to the health or safety of anyone who may use the material or equipment or come into contact with the material or equipment.

#### 10.23 Environmental Protection

Respondent awarded the Agreement resulting from this RFP shall be in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (41 USC 1857(h)), Section 508 of the Clean Water Act (33 USC, 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibits the use under nonexempt federal Agreements, grants, and loans of facilities included on the EPA List of Violating Facilities. The Contractor shall report violations to the applicable federal agency and the US EPA Assistant Administrator for enforcement.

#### 10.24 Drug Free Workplace

The awarded Respondent must certify that it will provide a drug-free workplace as set forth by the Federal Drug-Free Workplace Act of 1988.

#### 10.25 Prevailing Wage Rates

Should the RFP call for the Respondent to be responsible for any site preparation activities, the Respondent will be required to certify adherence to the requirements of all state and federal laws relating to the payment of prevailing wage rates for work performance under public works project laws, specifically, as covered by the federal Davis-Bacon Act and California Labor Code 1720 et seq. A copy of this wage scale may also be obtained from the office of the Director of Industrial relations, State of California, or <http://www.dir.ca.gov/DLSR/PWD/mer.xls>

It shall be mandatory upon the Respondent to whom the Agreement is awarded, and upon all sub-Contractor under him, to ascertain and pay not less than the latest general prevailing hourly rates for Saturday, Sunday, holidays, and overtime work for each workman or mechanic employed in the execution of the work of this project as per determination made by the Director of Industrial Relations, California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, and 1773.1.

#### 10.26 Compliance with Applicable Laws

The successful Respondent shall otherwise perform all obligations under the resulting Agreement in compliance with all applicable federal, state, and local laws, rules, regulations, and policies.

No Contractor or sub-Contractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of

Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No Contractor or sub-Contractor may be awarded an Agreement for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

#### 10.27 Legal Considerations

Any Respondent, by submission of a response to this RFP, and any subsequent Agreement that may be derived from this RFP, shall be deemed and have agreed to be bound by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance.

Notwithstanding any other provisions of this RFP, any dispute concerning any question of fact or law arising under this RFP, or arbitration arising out of any Agreement that may be awarded as a result of this RFP, shall be tried in Kern County Superior Court, unless the parties agree otherwise or are otherwise required by law.

#### 10.28 Out-of-State Respondent

Where the Respondent is an Out-Of-State Respondent, not doing business in the State of California, the package bid or purchase price, for the purpose of determining the lowest price bid, shall be increased by applicable retail rate of general sales tax and use tax when and where applicable.

#### 10.29 Business License

Prior to the issuance of any purchase order and/or the performance of any Agreement derived from this bid, the successful Respondent and its sub-Contractors shall be required to maintain a Kern County Business License in accordance with the County of Kern Ordinance No. 5.04 et seq.

It is the intent of ETR to authorize that no person shall maintain, conduct, or carry-on a business, whether or not for profit, located in whole or in part at a fixed place of business within the County of Kern, without first obtaining a license to operate as provided under the County of Kern.

#### 10.30 Allowable Profit

Private-for-profit agencies are allowed to submit a proposal under WIOA. The percentage budgeted for profit should be based on the amount of risk undertaken by a contractor in each cost category other than administration. Profit must be divided between all allowable cost categories.

Profit is based on substantiated risks the service provider assumes. The rational and risk being undertaken must be explained by the Respondent.

Profit is subject to ETR's review and allowed only when negotiated and approved as part of the final contract. Profit is related to performance. Any contractor eligible for profit must meet the performance benchmarks as identified in the contract. Profit payments will be evaluated and paid quarterly as appropriate.

#### 10.31 Performance Review

Respondent's performance will be reviewed on a scheduled basis in accordance with ETR's policy. Funding adjustment may be made as a result of the performance review.

#### 10.32 Failed Competition

If only one responsive proposal is received from this solicitation, resulting in a failed competition, the option may be exercised to reopen competition or to enter into a sole source contract.

#### 10.33 EEO Certification

Successful respondents will be required to certify and agree that all person employed by the respondent, its affiliates, subsidiaries, or hold companies are and will be treated equally by the firm without regards to or because of race, religion, ancestry, national origin, or sex and in compliance with all federal, State and local anti-discrimination laws.

#### 10.34 Acceptance of Terms and Conditions

Each respondent, by submission of a proposal, acknowledges acceptance of terms and conditions, certifies that all specifications listed in the RFP will be met, and further understands that these specifications may become part of a contract for provision of services should awarded.

#### 10.35 Registration of Respondents Interest in This RFP

When a copy of this RFP is picked up or mailed to an interested Respondent, the name and address of the Respondent is logged into the RFP record by ETR. In the event that the RFP is amended, dates changed or other actions taken prior to the deadline date, notice of such action will be mailed to each respondent on the RFP list. If your name and address are not accurately registered with ETR on the RFP log, ETR and/or the KIM WDB is not responsible for providing you with notice of any changes. Therefore, it is incumbent upon each Respondent to accurately and timely register your interest with ETR particularly if you did not receive a copy of the RFP directly from ETR. Each RFP issued by ETR has its own log; registration for a different RFP does not ensure you are registered on this RFPs log.

#### 10.36 Best Offer

The proposal shall include the respondent's best terms and conditions.

#### 10.37 Accuracy and Completeness

The proposal must set forth accurate and complete information as required in this RFP. Proposals will be received and maintained consistent with the requirements of the WIOA of 2014 and the California Public Records Act. In general, proposals will be exempt from disclosure until the evaluation and selection process has been completed. If the respondents include privacy or proprietary information in its proposal, which it does not desire to have publicly disclosed, this restriction must be clearly noted. Such notice to ETR and/or KIM WDB shall not be effective if such protection is not allowable under the Freedom of Information Act or the California Public Records Act. ETR shall use reasonable administrative procedures and care to protect the release of restricted proposal information. However, ETR and/or KIM WDB shall not be liable for the disclosure of any information submitted in the proposal even though the Respondents requested a restriction on its release.

#### 10.38 Request for Additional Information

ETR may require additional information from a respondent for the determination of its qualifications to provide services. This additional information may be requested any time during the review process.

#### 10.39 Termination

ETR may terminate the agreement resulting from this proposal at its own discretion or when conditions encountered during the work make it impossible or impracticable to proceed, or when ETR and/or KIM WDB is prevented from proceeding with the agreement by law or by official action of a public authority. Additionally, if federal, State, or local project funds are suspended the agreement will likewise be suspended/terminated.

## **SECTION XI CONTRACTING REQUIREMENTS/PROVISIONS**

#### 11.01 Comply with Applicable Laws

The successful respondent shall comply with all applicable Federal, State and local laws. In order to contract for funds awarded under this RFP, the Service Provider must:

- a. Be legally capable of entering into a contract, and be able to provide proof of the ability to administer the terms and conditions of this RFP (i.e. previous experience administering related service programs).
- b. Comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA).

- c. Lobbyist Ordinance Compliance Certification-Each person, firm or applicant submitting a response to these RFP creativities that no lobbying activities will be carried out using funds provided by this grant.
- d. Certify as a Drug-Free Workplace if awarded the contract, the successful applicant shall warrant and certify it will comply with the California Drug-Free Workplace act of 1990 (Cal. Gov. Code §8350 et seq.) as amended, including provision of the requisite certification as set forth therein.
- e. Comply with all rules and regulations under the Workforce Innovation and Opportunity Act and all related amendments.
- f. Comply with the Occupational Safety and Health Act.
- g. Comply with the California Public Records Act, Office of Management and Budget Circular A- 128 and/or A-133.
- h. Comply with other applicable Federal, State, and local laws, policies and regulations, including, but not limited to, 2 CFR, Chapters I and II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.

#### 11.02 Termination Due to Non-Availability of Funds

When funds are not appropriated or otherwise made available by ETR to support continuation of this RFP or any contract(s) herein, they shall be cancelled as of the effective date set forth in the termination notice. The contractor shall be reimbursed for the reasonable value of any cost incurred as of the termination date, but not yet recovered under this contract.

#### 11.03 Insurance Requirements

Provider shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

1. Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Provider's performance of work under this Agreement. The Commercial General Liability Insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Provider shall maintain the Products-Completed Operations

Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

2. If required on the Agreement, Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.
  - i. The Commercial General Liability and Automobile Liability Insurance required shall include an endorsement naming County and County Indemnified Parties as additional insureds for liability arising out of this Agreement and any related operations. The endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
  - ii. If Provider is, or becomes during the Term, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the required insurance coverages and endorsements. County will not accept the coverages unless the County Risk Manager determines, in its sole discretion and by written acceptance, that the coverages proposed to be provided by Consultant are equivalent to the required coverages. Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved in writing by the County Risk Manager.
  - iii. If any of the insurance coverages required under this Agreement is written on a claims-made basis, Provider, at Provider's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

- iv. Cancellation of Insurance - The above stated insurance coverages required to be maintained by Provider shall be maintained until the completion of all of Provider's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the AGENCY shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Provider in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. Such notice shall be by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements stated herein. Provider shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
- v. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.
- vi. If Provider is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Provider shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Provider is equivalent to the above-required coverages.
- vii. All insurance afforded by Provider pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies which shall waive any right of recovery (waiver of subrogation) against the County.
- viii. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Provider for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

xiv. Failure by Provider to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Provider. County, at its sole option, may terminate this Agreement and obtain damages from Provider resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Provider, County shall deduct from sums due to Provider any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Provider pursuant to this Agreement is insufficient to reimburse County for the premiums and any associated costs, Provider agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Provider of its obligation to obtain and maintain the insurance coverages required by this Agreement.

3. Professional Liability: \$1,000,000 limit per occurrence and \$5,000,000 annual aggregate limit covering Contractor's wrongful acts, errors and omissions. Any aggregate limit for professional liability must be separate and in addition to any CGL aggregate limit.

#### 11.04 Contract Costs

All costs that approved in a contract must be reasonable and necessary to carry out the planned functions.

#### 11.05 Contract Renewal

The contract that results from this RFP may have a provision for renewal. The terms and lengths of any renewal will be established by KIM WDB and will be included in the contract provisions. All renewals must be documented in a modification to the contract. Only three (3) contract renewals for a period of one (1) year are permitted. Renewal will be contingent upon the contractors' documented and verified established performance.

#### 11.06 Early Termination

The contract that results from this RFP will have provisions for termination of the contract for failure to satisfactorily perform the tasks that are required. The contract that results from this RFP may also have provisions, which allow the contract parties to cancel the contract at any time by providing advance notice to other contract parties. The contract will also provide for termination of the contract for lack of funds.

#### 11.07 Modification

The contract will have a provision for modifying the contract. Modifications may be necessary to incorporate changes required by Federal or State laws and policies.

Modifications may be necessary to increase or decrease funds to the Contractor if funds should change. Additional modifications may be necessary to increase or decrease funds when circumstances that were not known or foreseeable at the time of procurement and which require re-negotiation of the contract.

#### 11.08 Contract Administration

The contract that results from this RFP will have certain requirements for contract administration. The contractor will be required to comply with appropriate OMB Circulars, State of California policy guidance, and applicable local guidance from the KIM WDB and/or ETR. The respondent must have the technical competence and expertise in management and administration to properly administer the contract.

Sample Agreement

**AGREEMENT  
between**

**EMPLOYERS TRAINING RESOURCE,  
(fiscal and administrative agent for  
KERN, INYO, AND MONO WORKFORCE DEVELOPMENT BOARD)**

**and**

---

**THIS AGREEMENT**, is made and entered into by and between the County of Kern (County), a political subdivision of the State of California, as represented by Employers' Training Resource, the fiscal and administrative agent for the Kern, Inyo and Mono Workforce Development Board (KIM WDB) (hereinafter, collectively referred to as "ETR"), with its principal location at 1600 E. Belle Terrace Street, Bakersfield, California, and (name of Agreeing company or individual; specify the type of organization such as - government agency, individual, corporation, partnership, i.e. "Kern Acme Company", a California Corporation), located at (Street Address, Suite No., City, State) (hereinafter referred to as "Contractor");

**WHEREAS**, the purpose of this Agreement is to formalize the working relationship and establish the roles and responsibilities of the ETR and Contractor, as required by the Workforce Innovation and Opportunity Act (WIOA), for One-Stop Operator; and

**WHEREAS**, Government Code Sections 3100 and 53060 permit the Kern County Board of Supervisors to contract for the furnishing of special services with individuals specially trained and experienced and competent to perform those services; and

**WHEREAS**, ETR desires to contract with Contractor for special services which consist of (list the type of services you desire to Agreement for); and

**WHEREAS**, Contractor is specially trained, experienced, and competent to perform such services in connection with (list type of services to be rendered) pursuant to (include any government code sections that may be applicable to this Agreement); and

**WHEREAS**, the parties desire to set forth herein the terms and conditions under which said services shall be furnished;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

## 1. BACKGROUND

KIM, created by WIOA, is charged with overseeing the allocation of WIOA funds and oversight of the WIOA funded program operations of the America's Job Center of California (AJCC) One-Stop delivery system in Kern, Inyo and Mono Counties.

By entering into this Agreement, Contractor agrees to perform the duties of a One-Stop Operator, as WIOA sets forth in 29 U.S.C. §§3102(41) and 3151(d). A One-Stop Operator coordinates the delivery of services by the One-Stop partners and coordinates service delivery between primary One-Stop Centers and affiliated sites, as specified in C.F.R. §678.620(a).

## 2. SCOPE OF SERVICES

Contractor shall provide *(list type of services to be rendered)* services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. The general areas of responsibility between the parties to this Agreement and scope of services to be provided by the Contractor include, but are not limited to, the following:

- A. *(describe in detail the service to be performed by Contractor)*
- B. \_\_\_\_\_

Pursuant to the scope of services provided herein, the parties expressly agree that Contractor shall be bound to comply with the requirements of the WIOA and that ETR shall oversee such activities.

The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this Agreement or modified herein:

- Exhibit A - *(i.e., Request for Proposal)*
- Exhibit B - *(i.e., Contractors Responding Proposal, Proposed Budget, etc.)*
- Exhibit C - *Budget Detail*
- Exhibit D - *AJCC Comprehensive & Affiliate Sites*
- Exhibit E - *Monthly Reporting*

This document and exhibits contain the entire Agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement or established practice(s) between the parties thereto.

## 3. TERM

The term of this Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and continue until the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, unless sooner terminated in accordance with the sections entitled "TERMINATION FOR CONVENIENCE" or

“TERMINATION FOR CAUSE”, as set forth elsewhere in this Agreement. ETR shall have the option to renew the Agreement without further solicitation of bids for three (3) additional one (1) year terms, with thirty (30) days prior written notice to the Respondent before the expiration of the initial term or the current renewal term of the Agreement, as follows:

- Optional Renewal One - July 1, 2021 to June 30, 2022
- Optional Renewal Two - July 1, 2022 to June 30, 2023
- Optional Renewal Three – July 1, 2023 to June 30, 2024
- Optional Renewal Four – July 1, 2024 to June 30, 2024

The option to renew is not guaranteed and the initial award of the initial contract does not imply an exercise of the option to renew.

ETR reserves the right to re-negotiate the terms and conditions of an Agreement renewal for bona fide reasons including, but not limited to, changes in funding levels, contract’s performance, economic conditions or workforce characteristics and adjustment in program designs dictated by program evaluations and state and/or federal regulatory requirements. The Agreement shall be monitored for performance on a quarterly basis and may be amended or terminated if performance does not meet KIM WDB’s standards. A renewal determination will be made by the KIM WDB contingent upon the ratification by the Chief Elected Official of the Kern County Board of Supervisors.

#### 4. COMPENSATION

ETR agrees to a Total Agreement Price of (type out contract price, i.e., Fifty Thousand Dollars and No/100 Cents) (\$ ) (type numerical amount, i.e., \$50,000.00) for all of Contractor’s services to be provided herein, as are more specifically set forth under Section, "SCOPE OF SERVICES."

The Total Agreement Price paid to Contractor, which shall include all expenses incurred by Contractor in the performance of this Agreement shall not be modified, amended or revised without formal written approval by ETR, as the fiscal and administrative agent for KIM WDB having the power to enter into contracts. No other fees or expenses of any kind shall be paid to Contractor in addition to the Total Agreement Price. In no event shall the total services to be provided hereunder exceed the Total Agreement Price. This fee may be subject to withholding for State of California income tax.

Any and/or all payments made under this Agreement shall be paid by check, payable to the order of the Contractor and be mailed or delivered to Contractor at:

Name:  
Address:  
City/State/Zip:

Contractor may request that ETR mail the check to Contractor, to such other address as Contractor may from time to time designate to ETR. Such request must be made in writing in accordance with the procedures as outlined under Section "NOTICES".

## 5. PRICING CONDITIONS:

ETR agrees to pay Contractor for all services required herein as prescribed, fixed at the submitted pricing, which shall include reimbursement for all expenses incurred. No other expenses shall be paid to Contractor without formal approval by ETR. In no event shall the total services to be performed hereunder exceed \$50,000.00.

ETR and/or KIM WDB shall not be responsible for any charges or expenses incurred by Contractor, his/her/their/its agents, employees or independent Contractors, other than those listed herein, in connection with the performance of services hereunder unless authorized in advance in writing by ETR.

## 6. TERMS OF PAYMENT

Payment shall be only for full, complete satisfactory performance of the services required to be provided herein and as set forth under Section "SCOPE OF SERVICES." Payment shall be made in the following manner:

Upon completion of the required services as set forth under Section "SCOPE OF SERVICES," Contractor shall submit an invoice **within 30 calendar days of each invoice period**, detailing the services it has provided and the amount owed under this Agreement. In addition to the invoice submitted by the Contractor for payment, Contractor must complete and submit to ETR, Form W-9, "A Request for Taxpayer Identification Number and Certification", located at ([www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf)). Both the invoice and W-9 form shall be forwarded to the points of contact at the address shown under Section "NOTICES" of this Agreement, **not later than thirty (30) calendar days after completion and acceptance by ETR of all tasks identified on the invoice**. Upon approval by ETR, the fee due hereunder shall be paid to Contractor within thirty (30) days following receipt of a complete and correct invoice.

Each invoice or approved alternate documentation must:

- A. Detail by task the service performed by Contractor.
- B. Detail the labor cost (number of hours) attributed to each task.
- C. Show the cumulative cost for all tasks performed to date.
- D. Provide any additional information and data requested by ETR as deemed necessary by the ETR and/or KIM WDB to properly evaluate or process Contractors claim.

In no event shall ETR and/or KIM WDB be liable for the payment of any invoice not submitted within thirty (30) calendar days following termination of the Agreement.

## **7. CONTRACTOR'S MANDATORY DUTIES**

Contractor must coordinate across one-stop partners and service providers and ensure that the AJCC partners adhere to MOU's and other agreements. The primary functions of Contractor are to ensure coordination of partners within the AJCC, ensure the smooth daily operation of the AJCC, and to communicate and coordinate regarding the same with ETR's staff. Contractor shall have a full-time physical presence at the SE - AJCC Comprehensive One-Stop Center located at 1600 E. Belle Terrace in Bakersfield, California (SE – AJCC), and will provide oversight of the Delano – AJCC Comprehensive One-Stop Center located at 1816 Cecil Avenue in Delano, California (Delano – AJCC) and Ridgecrest – AJCC Comprehensive One-Stop Center located at 5401 Perdew Avenue, Suite B2, in Ridgecrest California (Ridgecrest – AJCC) Contractor will fulfill its responsibilities in coordination with and under the direction of the KIM WDB.

Contractor shall perform the following duties:

1. Coordinate the implementation of KIM WDB negotiated cooperative agreements (MOU Phase I and Phase II) and Resource Sharing Agreements with all mandated partners in conjunction with appropriate ETR's appointed staff and identify any changes that may be needed to partner working agreements in order to ensure appropriate customer flow for AJCC shared services.
2. Act as a liaison between KIM WDB and AJCC partners for the purpose of facility coordination, ADA compliance, site accessibility, resolving disputes, and addressing grievances. This includes assuring the delivery of accessible services to individuals with limited English proficiency, disabilities, or other significant barriers.
3. Convene and facilitate partner meetings for the purpose of promoting the adoption of creative and innovative methods and best practices in the delivery of required services, including, but limited to, partner collaboration, process improvement, improvement of customer service, development of Career Pathways. This includes coordinating AJCC partner activities to improve client flow system for AJCC shared services including cross-training, policies and procedures training, development of marketing and/or educational tools, creation of a partner directory, and collaborative efforts for process improvement. Contractor

shall convene at least one all partner meeting per quarter and schedule face-to-face meetings with partners as needed.

4. Inform service providers of federal and state policies, procedures, and rules that may impact the operations of the program(s), and providing assistance as needed for implementation.
5. Continue to develop and enhance the workforce development system by focusing on a fully coordinated and integrated service delivery model that is market driven and offers value-added services to AJCC job seekers.
6. Ensure AJCC partners follow the policies of the AJCC.
7. Provide an end of the year comprehensive report to all AJCC partners, KIM WDB and ETR and present the one-stop operator's findings to KIM WDB, and be available to respond to any inquires.
8. Adhere to and implement all Federal, State, and Board policies and guidance. The Operator must follow and abide by any current and future KIM WDB administrative directives/or and fiscal responsibilities especially those directives concerning day-to-day operation of the AJCC, including, but not limited to Equal Employment Opportunities, and the Americans with Disabilities Act.
9. Advise and assist KIM WDB on all items relevant to AJCC certification, partner MOU, and partner agreements.
10. Develop and submit a quarterly report to the Executive Committee of the KIM WDB that accurately measures and documents operator activities including AJCC partner coordination and activities, performance, and continuous improvement recommendations.
11. Be available to all partners and the career service provider as the One-Stop Operator during all hours of operation at the AJCC One-Stop Centers and implement KIM WDB-approved internal operational policies for the AJCC One-Stop Centers, including, but not limited to, days/hours of operation, dress code, and customer service expectations.
12. Act as a liaison between the One-Stop Operator and other colocated and non-colocated partners, including, but limited to, resolving disputes and addressing grievances.

13. Travel to the affiliate and satellite AJCC sites in Inyo and Mono Counties a minimum of once per quarter.
14. Implement policies established by the KIM WDB.
15. Coordinate staff training to ensure the ability to adequately perform assigned roles, functional knowledge of the policies, procedures and unique characteristics of all colocated and non-colocated partner programs, and cultural competency.
16. Ensure non-discrimination and equal opportunity in all programs and services delivered at the AJCC centers. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment based on race, color, religion, sex, national origin, disability, age, political affiliation, marital status, sexual orientation or identity, medical conditions or military/veteran status, and each customer shall have such rights as are available under any applicable federal, state, or local law prohibiting discrimination.
17. Ensure that all partners colocated at SE – AJCC, Delano – AJCC and Ridgecrest – AJCC implement priority of service for qualifying veterans and/or their eligible spouses.
18. Contractor will be required to exclusively use the logos and branding of the KIM WDB and the One-Stop Centers. The use of other logos and/or branding will be strictly prohibited. Contractor will be responsible for assisting in the promotion of the KIM WDB as the foremost expert in matters regarding workforce development and the One-Stop system in Kern, Inyo and/or Mono County(ies).
19. Contractor will make available to the public a computer lab/resource room that is universally accessible to all self-directed job-seekers. While ETR and/or the colocated Partner(s) shall share in the responsibility to provide the equivalent full-time staff Resource Room coordinator, Contractor must ensure and coordinate appropriate staff levels in the computer lab/resource room as dictated by customer flow with the colocated Partner(s).
20. 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.

## **8. CONTRACTOR'S DUTIES MAY BE REVISED**

The roles, responsibilities and duties of Contractor may be refined and revised during the term of the Agreement as follows:

1. Federal, state, and local law or requirements are enacted and implemented covering the workforce development system;
2. Regulations and procedures are developed or changed the U.S. Department of Labor;
3. KIM WDB's governing board adopt local direction and procedures; and
4. KIM WDB develops and coordinates mandatory strategic initiatives for the local workforce development area.

## **9. CONTRACTOR'S PROHIBITED FUNCTIONS**

In accordance with WIOA, Contractor shall not perform the following functions:

1. Convene system stakeholders to assist in the development of the local plan;
2. Prepare and submit local plans (as required under sec. 107 of WIOA);
3. Be responsible for oversight of itself;
4. Manage or significantly participate in the competitive selection process for one-stop operators;
5. Select or terminate one-stop operator, career services, and youth providers;
6. Negotiate local performance accountability measures; and
7. Develop and submit budget for activities of the Local Board in the local area.

## **10. FISCAL REPORTING**

1. ETR shall serve as the fiscal agent for this Agreement and as such will bear primary responsibility for expenditure reporting to the State and processing of Contractor's monthly payments.

2. Subject to receipt of funds from the State, ETR shall approve the payment of services rendered as outlined in Section 5 above.
3. Contractor shall provide services under this Agreement to manage the One-Stop Operations at the SE – AJCC, Delano – AJCC and Ridgecrest - AJCC.
4. Contractor shall track and report to ETR on a monthly basis the following measures:
  - a. AJCC Partner activity, specifically referrals and on-site related activities;
  - b. AJCC traffic, specifically overall usage, and service information of Job Seekers and Employers;
  - c. Co-enrollment between AJCC partner programs;
  - d. Success stories;
  - e. Referrals to AJCC partner agencies and outcomes; and
  - f. Customer satisfaction.

#### **11. NO PAYMENT FOR SERVICE PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT**

Contractor shall have no claim against ETR and/or KIM WDB for payment of any kind whatsoever for any services provided by Contractor which were provided after the expiration or termination of this Agreement. Should ETR and/or KIM WDB elect to terminate this Agreement for any reason, then Agreement shall terminate within thirty (30) calendar days following written notice to Contractor. Upon the effective date of such notice, all of the terms of this Agreement shall terminate with the Contractor within thirty (30) calendar days. Furthermore, the Total Agreement Price, or the remainder thereof, shall be reduced in proportion to the amount remaining of the Total Agreement Price with the Contractor and ETR shall pay Contractor the reduced Total Agreement Price as provided in Paragraph 5 above.

#### **12. NOTICES**

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- A. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.
- B. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- C. Certified Mail. When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by a return receipt.

- D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- E. Facsimile Transmission. When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective upon receipt, provided that: a) a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if received after 5:00 P.M. (recipient's time) or on a non-business day.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

Contractor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employers' Training Resource  
c/o  
Jeremy Shumaker  
Administrative Services Officer-Administrative Division  
1600 E. Belle Terrace  
Bakersfield, CA 93307

Any party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

### **13. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING**

The compensation paid to Contractor pursuant to this Agreement is based on the ETR' continued appropriation of funding for the purpose of this Agreement, as well as the receipt of local, county, state and/or federal funding for this purpose. The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are therefore contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of ETR arising from this Agreement shall be immediately discharged. ETR agree to inform Contractor no later than ten (10) calendar days after ETR determines, in its judgment,

that funding will be terminated and the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by Contractor arising out of performance of this Agreement must be submitted to ETR prior to the final date for which funding is available. In the alternative, ETR and Contractor may agree, in such circumstance, to a suspension or modification of both party's rights, and/or obligations under this Agreement. Such a modification, if the parties agree thereto, may permit a restoration of previous Agreement terms in the event funding is reinstated. Also in the alternative, ETR may, if funding is provided to ETR in the form of promises to pay at a later date, whether referred to as "government warrants," "IOUs," or by any other name, ETR may, in its sole discretion, provide similar promises to pay to the Contractor, which Contractor hereby agrees to accept as sufficient payment until cash funding becomes available.

#### **14. TERMINATION FOR CONVENIENCE**

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by ETR at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination.

Upon effective date of termination, ETR and/or KIM WDB shall have no further liability to Contractor except for payment for actual services incurred during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by ETR. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by Contractor prior to, and in connection with, discontinuing the work hereunder.

Furthermore, the Total Agreement Price, or the remainder thereof, shall be reduced in proportion to the amount remaining of the Total Agreement Price with the Contractor and ETR shall pay Contractor the reduced Total Agreement Price as provided in Paragraph 5.

#### **15. TERMINATION FOR CAUSE**

ETR may terminate this Agreement and be relieved of making any payments to Contractor, and all duties to Contractor should the Contractor fail to perform any material duty or obligation of the Agreement. Notice shall be given as otherwise provided herein. In the event of such termination, KIM WDB may proceed with the work in any manner deemed proper by ETR. All costs to KIM WDB shall be deducted from any sum otherwise due the Contractor and the balance, if any, shall be paid to the Contractor upon demand. Such remedy is in addition to such other remedies as may be available to ETR and/or KIM WDB provided by law.

#### **16. MODIFICATION OF THE AGREEMENT**

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid

unless made in writing and signed by the parties hereto. No oral understanding or Agreement not incorporated herein shall be binding on any of the parties hereto.

## 17. INSURANCE

- A. Provider shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:
1. Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Provider's performance of work under this Agreement. The Commercial General Liability Insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Provider shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.
  2. If required on the Agreement, Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.
    - i. The Commercial General Liability and Automobile Liability Insurance required shall include an endorsement naming County and County Indemnified Parties as additional insureds for liability arising out of this Agreement and any related operations. The endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
    - ii. If Provider is, or becomes during the Term, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the required insurance coverages and endorsements. County will not accept the coverages unless the County Risk Manager determines, in its sole discretion

and by written acceptance, that the coverages proposed to be provided by Consultant are equivalent to the required coverages. Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved in writing by the County Risk Manager.

- iii If any of the insurance coverages required under this Agreement is written on a claims-made basis, Provider, at Provider's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.
- iv. Cancellation of Insurance - The above stated insurance coverages required to be maintained by Provider shall be maintained until the completion of all of Provider's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the AGENCY shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Provider in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. Such notice shall be by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements stated herein. Provider shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
- v. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.
- vi. If Provider is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Provider shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage

proposed to be provided by Provider is equivalent to the above-required coverages.

- vii. All insurance afforded by Provider pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies which shall waive any right of recovery (waiver of subrogation) against the County.
- viii. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Provider for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- xiv. Failure by Provider to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Provider. County, at its sole option, may terminate this Agreement and obtain damages from Provider resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Provider, County shall deduct from sums due to Provider any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Provider pursuant to this Agreement is insufficient to reimburse County for the premiums and any associated costs, Provider agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Provider of its obligation to obtain and maintain the insurance coverages required by this Agreement.

- 3. Professional Liability: \$1,000,000 limit per occurrence and \$5,000,000 annual aggregate limit covering Contractor's wrongful acts, errors and omissions. Any aggregate limit for professional liability must be separate and in addition to any CGL aggregate limit.  
(If Applicable)

## 18. INDEMNIFICATION

- A. Provider agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any

and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, cost, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and Counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Provider or Provider's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Provider by any person or entity.

- B. If any claim is asserted or action or proceeding brought against County which alleges that all or any part of the services or products in the form supplied by Provider or County's use thereof, infringes or misappropriates any United States or foreign patent or copyright, or any trade secret or other proprietary right, County shall give Provider prompt written notice thereof. Provider shall defend any such claim or action with counsel of Provider's choice and at Provider's expense and shall indemnify County for any costs, including reasonable attorney's fees and damages actually incurred by County in connection therewith, including steps County may take to avoid entry of any default judgment or other waiver of County's rights. County shall cooperate fully with and may monitor Provider in the defense of any claim, action or proceeding and will make employees available as Provider may reasonably request with regard to such defense, subject to reimbursement by Provider of all costs and expenses occasioned by County's cooperation in such defense. This indemnity does not extend to modifications or additions to the services or products made by County or any third party without written consent of Provider, or to any unauthorized use of the services or products by County.
- C. If the services or products are, in Provider's opinion, likely to become or do become the subject of a claim of infringement or misappropriation of a United States or foreign patent, copyright, trade secret or other proprietary right, or is a temporary restraining order or other injunctive relief is entered against the use of part or all of the services or products, Provider shall within ninety (90) days:
- i. Promptly replace the services or products with compatible, functionally equivalent and non-infringing services or products;
  - ii. Promptly modify the services or products to make them non-infringing without materially impairing County's ability to use the services or products as intended;

- iii. Promptly procure the right of County to continue using the services or products; or
  - iv. As a last resort, if none of the foregoing alternatives are reasonably available to Provider and County is enjoined or otherwise precluded legally from using the services or products, Provider will within 120 days of the judgment or other court action promptly refund to County all fees and cost paid for the services or products under this Agreement and amendments thereto whereupon this Agreement shall terminate. All licensed products will be disposed of as ordered by the governing court at the expense of Provider or as determined by County if the court does not so direct.
- D. Upon completion of this Agreement, the provisions of this sub-section 21.B shall continue to survive.

## **18. INDEMNIFICATION**

- A. Provider agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, cost, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and Counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Provider or Provider's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Provider by any person or entity.
- B. If any claim is asserted or action or proceeding brought against County which alleges that all or any part of the services or products in the form supplied by Provider or County's use thereof, infringes or misappropriates any United States or foreign patent or copyright, or any trade secret or other proprietary right, County shall give Provider prompt written notice thereof. Provider shall defend any such claim or action with counsel of Provider's choice and at Provider's expense and shall indemnify County for any costs, including reasonable attorney's fees and damages actually incurred by County in connection therewith, including steps County may take to avoid entry of any default judgment or other waiver of County's rights. County

shall cooperate fully with and may monitor Provider in the defense of any claim, action or proceeding and will make employees available as Provider may reasonably request with regard to such defense, subject to reimbursement by Provider of all costs and expenses occasioned by County's cooperation in such defense. This indemnity does not extend to modifications or additions to the services or products made by County or any third party without written consent of Provider, or to any unauthorized use of the services or products by County.

- C. If the services or products are, in Provider's opinion, likely to become or do become the subject of a claim of infringement or misappropriation of a United States or foreign patent, copyright, trade secret or other proprietary right, or is a temporary restraining order or other injunctive relief is entered against the use of part or all of the services or products, Provider shall within ninety (90) days:
- i. Promptly replace the services or products with compatible, functionally equivalent and non-infringing services or products;
  - ii. Promptly modify the services or products to make them non-infringing without materially impairing County's ability to use the services or products as intended;
  - iii. Promptly procure the right of County to continue using the services or products; or
  - iv. As a last resort, if none of the foregoing alternatives are reasonably available to Provider and County is enjoined or otherwise precluded legally from using the services or products, Provider will within 120 days of the judgment or other court action promptly refund to County all fees and cost paid for the services or products under this Agreement and amendments thereto whereupon this Agreement shall terminate. All licensed products will be disposed of as ordered by the governing court at the expense of Provider or as determined by County if the court does not so direct.
- D. Upon completion of this Agreement, the provisions of this subsection 18.B shall continue to survive.

## **19. PATENT INDEMNITY**

The awarded Contractor shall hold the County of Kern, ETR and KIM WDB, their officers, agents, and employees, harmless from liability of any nature in kind, including costs and expenses, from infringement or use of any copyrighted or un-

copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with this proposal. The Contractor may also be required to furnish a bond or other indemnification to the County of Kern, ETR and KIM WDB against any and all loss, damage, costs, expenses, claims, and liability for patent or copyright infringement.

## **20. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that Contractor is an independent Contractor in the performance of the work duties and obligations devolving upon Contractor under this Agreement. ETR shall neither have, nor exercise any control or direction over the methods by which Contractor shall perform the assigned work and functions. The Contractual interest of ETR and the County of Kern is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

It is agreed that no employer-employee relationship is created and Contractor shall hold the County of Kern and/or ETR harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes; any contributions or premiums imposed or required by workers' compensation; any unemployment insurance; any social security income tax; and any other obligations from statutes or codes applying to Contractor, or its sub-Contractors and employees, if any.

It is mutually agreed and understood that Contractor, its sub-Contractors and employees, if any, shall have no claim under this Agreement or otherwise against the County of Kern and/or ETR for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

Contractor shall insure that all its personnel and employees, sub-Contractors and their employees, and any other individuals used to perform the Contracted services are aware and expressly agree that the County of Kern and/or ETR is/are not responsible for any benefits, coverage or payment for their efforts.

## **21. RECORDS, INFORMATION AND REPORTS**

Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement. To the extent permitted by law, ETR shall have free access at all proper times or until the expiration of four (4) years after the furnishing of services to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement.

To the extent permitted by law, Contractor shall furnish to ETR and/or KIM WDB such periodic reports as ETR and/or KIM WDB may request pertaining to the work

or services undertaken pursuant to this Agreement. The costs and obligations incurred or to be incurred in connection therewith shall be borne by the Contractor. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon ETR herein.

## **22. OWNERSHIP OF DOCUMENTS**

To the extent permitted by law, all technical data, evaluations, plans, specifications, reports, documents, and/or other work products (collectively, referred to as the "Work Product") developed by Contractor hereunder are the exclusive property of ETR. Upon request by ETR, Contractor shall deliver the Work Product to ETR upon completion of the services authorized hereunder. In the event of termination, all finished or unfinished documents and other materials, if any, at the option of ETR, and to the extent permitted by law, shall become the property of ETR. Contractor may retain copies thereof for its files and internal use.

Any publication of information directly derived from work performed or data obtained in connection with services rendered under this Agreement must be first approved by ETR.

## **23. QUALITY OF SERVICE**

Contractor shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and/or other items and services furnished under this Agreement.

Contractor shall, without additional compensation, correct or revise any errors or deficiencies immediately (within five business days) upon discovery in its reports, drawings, specifications, designs, and/or other related items or services whether or not discovered and/or determined by ETR.

## **24. PERSONAL SATISFACTION AS A CONDITION PRECEDENT**

The obligations of ETR as provided in this Agreement are expressly conditioned upon Contractor's compliance with the provisions of this Agreement to the personal satisfaction of ETR and KIM WDB. ETR and KIM WDB shall determine compliance in good faith as a reasonable person would under the circumstances.

## **25. PUBLIC AGENCY PARTICIPATION**

Any public agency, i.e., city, district, public authority, public agency, municipality and other political subdivision or a public corporation of California (hereinafter referred to as Public Agency) located in the State of California shall have the option

of participating in this agreement at the same prices and terms and conditions. ETR is not an agent, partner, or representative of the Public Agency, and is not obligated or liable for any financial responsibility in connection with purchase orders issued by any Public Agency. The Public Agency shall accept sole responsibility for placing orders or payments to the successful Contractor.

**26. ENTIRE AGREEMENT**

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

**27. ETR AND/OR COUNTY OF KERN NOT OBLIGATED TO THIRD PARTIES**

ETR and/or County of Kern shall not be obligated or liable hereunder to any party other than Contractor.

**28. LAWS, LICENSES, PERMITS AND REGULATIONS**

Contractor agrees to comply with all State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to Contractor, including, but limited to:

1. The provisions of the Workforce Innovation and Opportunity Act (WIOA) and all legislation, regulations, directives, policies, procedures and amendments issued pursuant thereto;
2. All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement the WIOA;
3. The Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA (42 U.S.C. 120101 et seq.);
4. Executive Order 12549 (Debarment and Suspension), 29 CFR Section 98.50, and 2 CFR Section 200.213 concerning disbarment and suspension;
5. 2 CFR Section 200.450 and in 29 CFR Part 93 concerning lobbying restrictions;

6. Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated there under and the provisions of WIOA, Section 188; and,
7. All other applicable rules and regulations governing the one-stop operator.

Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Kern; and all other appropriate governmental agencies, including any certification and credentials required by ETR. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by ETR.

## **29. NON WAIVER**

No term, covenant or condition of this Agreement can be waived except by the written consent of ETR and/or the County. Forbearance or indulgence by ETR and/or the County in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Contractor. ETR and/or the County shall be entitled to invoke any remedy available to ETR and/or the County under this Agreement or by law or in equity despite said forbearance or indulgence.

## **30. PERSONNEL**

Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

## **31. SUB-CONTRACTS - ASSIGNMENT**

Contractor shall not sub-contract or assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining the prior written consent by ETR. Contractor remains legally responsible for the performance of all Agreement terms including work performed by third parties under sub-contracts. Any sub-contracting will be subject to all applicable provisions of this Agreement. Contractor shall be held responsible by ETR for the performance of any sub-contractor whether approved by ETR or not.

## **32. APPLICABLE LAW; VENUE**

All parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance. No interpretation of any provision of this Agreement shall be binding upon ETR, KIM

WDB and/or County of Kern, unless agreed in writing by ETR, KIM WDB and/or County of Kern and their counsel.

Notwithstanding any other provision of this Agreement, any disputes concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in the county where services are being provided, unless the parties agree otherwise or are otherwise required by law.

**33. BREACH OF AGREEMENT**

Upon breach of this Agreement by Contractor and County of Kern, ETR and/or KIM WDB shall have all remedies available to it both in equity and/or at law.

**34. LIMITATION ON LIABILITY**

In the event there is a claim of breach against ETR or County of Kern that are a signatory to this Agreement, Contractor shall be limited to recovery against the breaching entity only. Contractor shall have no cause of action against the non-breaching ETR, and/or County of Kern and its Board of Supervisors, officers, employees, agents and assigns. Contractor expressly waives any right to recovery in any amount for any cause of action or legal theory against the non-breaching ETR and/or County of Kern.

**35. REMEDY FOR BREACH AND RIGHT TO CURE**

Notwithstanding anything else in this Agreement to the contrary, if Contractor fails to perform any obligation of this Agreement, ETR and/or the County of Kern may themselves perform, or cause the performance of, such agreement or obligation. In that event, Contractor will, on demand, fully reimburse ETR and/or County of Kern for all such expenditures. Alternatively, ETR and/or the County of Kern, at its/their option, may deduct from any funds owed to Contractor the amount necessary to cover any expenditures under this provision. This is in addition to any other remedies available to ETR and/or County of Kern by law or as otherwise stated in this Agreement.

**36. ENFORCEMENT OF REMEDIES.**

No right or remedy herein conferred on or reserved to ETR and/or the County is exclusive or any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by laws or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

**37. SUCCESSORS IN INTEREST**

All the terms, covenant, and conditions of this Agreement shall be binding and in full force and effect upon any successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

**38. AUTHORITY TO BIND ETR AN/OR COUNTY OF KERN**

It is understood that Contractor, in Contractor's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind ETR and/or County of Kern to any agreements or undertaking.

**39. CONFIDENTIALITY**

Contractor shall not, without the written consent of ETR, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this section shall continue to survive. Under 2 CFR 200.303, the provider is responsible for taking reasonable measures to adequately safeguard each participant's personally identifiable information (PII) and information designated as sensitive.

**40. CONFLICT OF INTEREST**

Contractor has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. Contractor agrees that they are unaware of any financial or economic interest of any public officer or employee of ETR and/or the County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, ETR and/or the County may immediately terminated this Agreement by giving written notice thereof. Contractor shall comply with the requirements of Government Code Section 1090 et seq. and 87100 et seq. during the term of this Agreement.

**41. REPRESENTATIONS**

Contractor makes the following representations which are agreed to be material to, and form a part of the inducement for this Agreement:

- A. Contractor has the expertise, support staff and facilities necessary to provide the services described in this Agreement; and
- B. Contractor does not have any actual or potential interests adverse to ETR and/or the County nor does Contractor represent a person or firm with an

interest adverse to ETR and/or the County with reference to the subject of this Agreement; and

- C. Contractor shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

#### **42. SIGNATURE AUTHORITY**

Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. This Agreement is not an authorization to provide services until signed by the Kern County Board of Supervisors.

#### **43. SOLE AGREEMENT**

This document, including the attachments hereto, contains the entire agreement of the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

#### **44. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES**

Contractor and any sub-Contractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of ETR and/or County of Kern, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of ETR and/or County of Kern' employees and agents, and recipients of services are free from such discrimination and harassment.

Contractor represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and ensure a workplace free of sexual harassment pursuant to Government Code 12950; and regulations and guidelines issued pursuant thereto.

Contractor agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

Contractor shall include this nondiscrimination provision in all sub-agreements related to this Agreement and when applicable give notice of these obligations to labor organizations with which they have Agreements.

**45. CAPTIONS**

The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect it.

**46. SEVERABILITY**

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected. Compensation due to Contractor from ETR and/or County of Kern may, however, be adjusted in proportion to the benefit received despite the removal of the effected provision.

**47. CONSTRUCTION, INTERPRETATION AND INTEGRATION OF AGREEMENT**

ETR, KIM WDB and the County of Kern and Contractor agree that each party has fully participated in the review and drafting of this Agreement, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control. The Agreement shall be governed by and interpreted under the laws of the State of California and U.S. Department of Labor. The venue for litigation arising under this Agreement shall be in the Superior Court of California, Kern County.

**48. DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by all parties.

**49. DEATH AND DISABILITY**

It is understood and agreed that if this Agreement is entered into for the unique personal services of Contractor, in the event of his/her death, this Agreement is forthwith terminated. In the event Contractor is disabled permanently or for an

extended period, ETR and/or the County of Kern may, at its option, terminate this Agreement forthwith. Permanent or extended disability means that Contractor is unable to perform the services of this Agreement for such a period of time that it would cause a detriment to ETR and/or the County of Kern as determined by the reasonable judgment of ETR and/or the County of Kern.

**50. TIME OF ESSENCE**

Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

**51. NONCOLLUSION COVENANT**

Contractor represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with ETR and/or County. Contractor has received from ETR and/or County no incentive or special payments, nor considerations not related to the provision of services under this Agreement.

**52. EXHIBITS**

All exhibits attached to this Agreement are incorporated into this Agreement by reference.

**53. IMMIGRATION REFORM AND CONTROL ACT**

Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Contractor is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with the IRCA. In addition, Contractor agrees to indemnify, defend and hold harmless ETR and/or the County, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Contractor's employees, or the employees of any subcontractor hired by Contractor, are not authorized to work in the United States for Contractor or its subcontractors and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's subcontractor(s).

**54. CLEAN AIR ACT, FEDERAL WATER POLLUTION CONTROL ACT, CLEAN WATER ACT**

Contractor shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of

the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

**55. DEBARMENT AND SUSPENSION**

Contractor is required to comply with the government-wide requirements, including Executive Orders 12459 and 12689, for debarment and suspension. Contractor certifies under penalty of perjury under the laws of the State of California that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and had not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction.

**56. DRUG FREE WORKPLACE**

Contractor is required to provide ETR with a certificate of Drug-Free Workplace which acknowledges notification of employees that action will be taken against them for violations under Government Code Sections 8350(a) and 8355(b) and 29 CFR 94, 48, 23.5; that a Drug-Free Awareness Program has been implemented; and that personnel will receive a copy of Contractor's policy.

**57. ENERGY POLICY AND CONSERVATION ACT**

Contractor shall maintain mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**58. LOBBYING CERTIFICATION AND DISCLOSURE**

- A. Contractor certifies that no Federal appropriated funds have been paid or will be paid, by Contractor's officers or employees, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with

this Federal contract, grant, loan, or cooperative agreement, Agency's signatory official shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. Contractor must submit to County a "Certification Regarding Lobbying" signed by Contractor's signatory official, if the agreement amount is in excess of \$100,000.

**(Name of Individual/Company)**

By \_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Title of Individual)*

Dated: \_\_\_\_\_

**Employers' Training Resource  
Kern County Administration Office**

**Approved As To Legal Form  
County Of Kern County Counsel**

By \_\_\_\_\_  
Teresa Hitchcock, Assistant  
County Administrative Officer

By \_\_\_\_\_  
Deputy

Dated: \_\_\_\_\_

Kern County Board of Supervisors

By \_\_\_\_\_  
Chairman, Board of Supervisors

Dated: \_\_\_\_\_

**Kern, Inyo and Mono Workforce Development Board**

**Notice of Intent to Submit a Proposal for the Comprehensive  
One-Stop Operator RFP**

**Please complete all field prior to submitting this form**

Name of Respondent's Organization:	
Address:	
Contact Person/Title:	
Telephone:	Fax:
Email:	

Our organization named above intends to submit a proposal for the Comprehensive One-Stop Operator.

Name:	Title:
Signature:	

All Notices of Intent to Submit are requested by **4:00 p.m., PST, Thursday, March 18, 2021.**

Email: [saltzm@kerncounty.com](mailto:saltzm@kerncounty.com)

Kern, Inyo and Mono Workforce Development Board (KIM WDB) Request for Proposal Cover and Signature Page	
Organizational Information	
Name of Organization:	
Organization Address:	
City, State, Zip Code:	
Physical Address:	
City, State, Zip Code:	
Website Address:	
Organization Type:	<input type="checkbox"/> Institute of Higher Education
	<input type="checkbox"/> Government Agency
	<input type="checkbox"/> Community Based Organization/Non-Profit
	<input type="checkbox"/> Private for Profit
	<input type="checkbox"/> Other (describe):
If the organization is owned or controlled by a parent company, please specify:	
Federal Employer ID #:	
Contact Person:	
Name:	
Title	
Telephone Number:	
Fax Number:	
E-Mail Address:	

Total Funding Requested:	\$
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**CERTIFICATION**

I, (we) the undersigned, as the duly-authorized representative(s) of the respondent agency, affirm that the information and statements contained within 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 agency to deliver said services.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Authorized Representative

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Authorized Representative

\_\_\_\_\_  
Job Title

**BUDGET FORM**

	FTE	Year 1 Total
Direct Program Personnel Services		
Subtotal Salaries		\$
Benefits		\$
Total Direct Program Personnel Cost		\$
Indirect Cost		
Total Direct Services		\$
Direct Services – Operations Costs		
Program Materials and Supplies		
Staff Travel/Miles		
Total Direct Services Operations Costs		\$
Contract Services:		
Profit:		\$
Total Contract Services Costs		\$
<b>Total Yearly Budget Costs</b>		\$

## Threshold Documents

Complete and sign the Threshold Documents. Only one **set with original signatures** is required to be submitted. **If a complete set is not submitted, the application will be deemed non-compliant and will not be given further consideration.** Forms may be downloaded from <http://www.etronline.com> and <http://www.kerncounty/bos/boards/etr.aspx>

The set of required Threshold Documents are the following:

- Attachment E.1 Certification of Proposal Content by Authorized Representative
- Attachment E.2 Certification Regarding Lobbying
- Attachment E.3 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Attachment E.4 Non-Debarment and Suspension Certification
- Attachment E.5 Certification Regarding Drug-Free Workplace Act Requirements
- Attachment E.6 Certification Regarding Compliance with the Americans with Disabilities Act
- Attachment E.7 Non-Discrimination Assurance
- Attachment E.8 Child Support Compliance Act Certification
- Attachment E-9 Non-Collusion Assurance
- Attachment E.10 Disallowed Costs Statement
- Attachment E.11 Certificate of Good Standing
- Attachment E.12 Certificate of Compliance

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**CERTIFICATION OF PROPOSAL CONTENT BY AUTHORIZED REPRESENTATIVE**

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The applicant hereby proposes to provide and deliver training programs under the Workforce Innovation and Opportunity Act (WIOA). If this proposal is approved and funded, the organization agrees that provisions of the Workforce Innovation and Opportunity Act, Section 5001 of the Balanced Budget Act of 1997, and any legislation governing other funding sources available through ETR, and other assurances as required by governing regulations and the County of Kern, will be adhered to.

This proposal does not duplicate services available in the area that are provided by non-WIOA sources. This organization, its members and collaborators are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of WIOA-funded subcontracts. The cost/pricing data submitted within this proposal is accurate, complete, and current as of the date below.

In addition, the contracting official certifies that he/she is a duly authorized representative of the applicant organization and is fully authorized to submit and sign proposals; that the data contained herein are accurate, complete and current; that any revisions to price or cost information will be submitted immediately; and that the organization is fully capable of fulfilling its obligations under this proposal as stated herein.

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**Organization**

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**Name & Title of Authorized Representative**

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**Signature**

**Date**

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**CERTIFICATION REGARDING LOBBYING**  
**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS**  
**AND COOPERATIVE AGREEMENTS**

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The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence and officer or employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with this Federal contract, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all seabirds at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly
4. This Certification is a materiel representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required

certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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**Organization**

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**Name & Title of Authorized Representative**

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**Signature**

**Date**

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**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

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This certification is required by the regulations implementing Executive Order 12549 Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities and Executive Order 12689, 3 CFR 1989 Comp., p. 235. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 – 19211) and 54 FR 34131 August 18, 1989.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR  
CERTIFICATION)**

- A. The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  
- B. Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**Organization**

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**Name & Title of Authorized Representative**

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**Signature**

**Date**

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## INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT

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- A. By signing and submitting this proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
- C. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms “covered transaction” “debarred”, “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the definitions and coverage sections of rules implementing Executive Order 12549. Contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective recipient of federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
- F. The prospective recipient of federal assistance funds further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency

by which it determines the eligibility of its principals. Each participant may, but it is not required to, check the List of Parties Excluded from Procurement or Non-procurement Programs.

- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transactions knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DOL may pursue available remedies, including suspension and/or debarment.

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**Organization**

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**Name & Title of Authorized Representative**

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**Signature**

**Date**

## DRUG-FREE WORKPLACE CERTIFICATION

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By signing this certification, the prospective contractor or recipient hereby certifies under penalty of perjury under the laws of the State of California that the contractor or recipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq) and will provide a drug free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8350(a).
  
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - 1. the dangers of drug abuse in the workplace;
  - 2. the person's or organization's policy of maintaining a drug-free workplace;
  - 3. any available counseling, rehabilitation, and employee assistance programs; and
  - 4. penalties that may be imposed upon employees for drug abuse violations.
  
- C. Provide, as required by Government Code Section 8355 (c), that every employee who works with the proposed program/activity:
  - 1. will receive a copy of the company's drug-free policy statement; and
  - 2. will agree to abide by the terms of the company's drug-free workplace policies.

Failure to comply with these requirements may result in suspension of payments under the subgrant/contract or termination of the subgrant/contract, or cancellation of the purchase order, or all that may apply. In addition, the contractor or grantee may be ineligible for award of future subgrant/contracts or purchase orders if it is determined that

any of the following has occurred: (1) the false certification, or (2) failing to carry out the requirements of the certification as noted above.

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**Organization**

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**Name & Title of Authorized Representative**

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**Signature**

**Date**

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**CERTIFICATION REGARDING COMPLIANCE WITH AMERICANS WITH  
DISABILITIES ACT**

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The undersigned certifies, that to the best of his/her knowledge and belief, that:

1. The Contractor is in compliance with and will continue to comply with the Americans with Disabilities Act 42U.S.C. 12101 et seq. and it's implementing regulations.
  
2. The Contractor will provide for reasonable accommodations to allow qualifies individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act.
  
3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with disability.
  
4. The Contractor will require that the language of these certifications be included in the award documents for all sub awards at the tiers (including subcontractors, sub grants, and contacts under grants, loads and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.
  
5. This certification is a material representation of fact which reliance was placed when the parties entered into his/her transaction.

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**Organization**

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**Name & Title of Authorized Representative**

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**Signature**

**Date**

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**NON-DISCRIMINATION ASSURANCE**

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During the performance of this agreement, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex. The Contractor will take affirmative action to assure that applicants are employed, and that employees are treated during their employment, without regard to their race, religions creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex. Such affirmative action shall be designed to insure against discrimination in the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship or any other change or proposed change in employment conditions.
  
2. The Contractor will cause the forgoing to be inserted in all subcontractors for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the forgoing provisions shall not apply to contracts or subcontractors for standards commercial supplies or raw materials.

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**Organization**

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**Name & Title of Authorized Representative**

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**Signature**

**Date**

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**CHILD SUPPORT COMPLIANCE ACT CERTIFICATION**

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Agency shall comply with applicable federal and state 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 Section 5200) of part 5 of Division 9 of the Family Code: and

- A. Agency, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).
  
- B. Failure to comply with the above requirements may result in suspension of payments under the agreement or termination of the agreement or both, and the agency may be ineligible for award of future subgrants with the County, if the County determines that any of the following has occurred:
  - 1. the false certification; or
  - 2. violation of the certification by failing to carry out the requirements as noted above.

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**Organization**

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**Name & Title of Authorized Representative**

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**Signature**

**Date**

**NON-COLLUSION ASSURANCE**

TO BE EXECUTED BY RESPONDEDNT AND SUBMITTED WITH RFP

I, \_\_\_\_\_, am the  
(Name)  
\_\_\_\_\_ of \_\_\_\_\_  
(Position/Title) (Company)

the party making the foregoing RFP that the RFP is not made in the interest, or behalf of, any undisclosed person, partnership, company, association, organization; that the RFP is genuine and not collusive or sham; that the respondent has not directly or indirectly solicited any other respondent to put in a false or sham RFP, and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent has not in any, manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the respondent or any other respondent, or to fix any overhead, profit, or cost element of the bid price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract that all statements contained in the RFP are true; and further, that the respondent has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

**Organization**

**Name & Title of Authorized Representative**

**Signature**

**Date**



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**CERTIFICATE OF GOOD STANDING**

**CERTIFICATION REGARDING  
AGENCY STATUS AND COMPLIANCE WITH  
EMPLOYERS' TRAINING RESOURCE AND THE COUNTY OF KERN**

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Please provide complete answers to the following questions:

- A. Does the prospective recipient of federal assistance funds owe any disallowed costs, including any known or potential cost reimbursements, to Employers' Training Resource?  
No [ ] Yes [ ]

If yes, please provide the nature and amount of disallowed costs or known or potential costs owed:

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- B. Does the prospective recipient of federal assistance funds owe any disallowed costs, including any known or potential cost reimbursements, to any Kern County department, other than Employers' Training Resource? No [ ]  
Yes [ ]

If yes, please provide Kern County department, nature and amount of disallowed costs or known or potential costs owed:

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- C. Does the prospective recipient of federal assistance funds owe any disallowed costs, including any known or potential cost reimbursements, to any other agencies or entities, other than Kern County and Employers' Training Resource? No [ ] Yes [ ]

If yes, please provide the agency name, nature and amount of disallowed costs or known or potential costs owed:

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If a recipient owes Employers' Training Resource's any disallowed, known or potential cost reimbursements, it is Employers' Training Resource's policy to withhold payment of any current contract reimbursements until all such disallowed, known or potential cost reimbursements have been paid.

If a recipient owes any Kern County department any disallowed, known or potential cost reimbursements, Kern County's policy does not allow Employers' Training Resource to contract with said recipient until all such disallowed, known or potential cost reimbursements have been paid.

The prospective recipient of federal assistance funds certifies, by signature of this document, that the above is true and correct. In addition, the recipient may be ineligible for award of future subgrant/contracts or purchase orders if it is determined that a false certification has been filed with Employers' Training Resource.

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**Organization**

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**Name & Title of Authorized Representative**

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**Signature**

**Date**

**CERTIFICATE OF COMPLIANCE**

**CERTIFICATION REGARDING  
AGENCY'S ABILITY TO SUPPLY REQUIRED DOCUMENTATION  
AND COMMENCE PROGRAM OPERATIONS**

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By completing this certificate, an agency awarded a contract agrees to the following:

- A. All documentation as required in the contract, including insurance certificates and endorsements and evidence of agency's Board contract approval, will be provided to Employers' Training Resource. Employers' Training Resource will not commence reimbursement payments for any agency that does not have the required evidence of insurance coverage and evidence of agency's Board contract approval.
- B. Agency will return their contract to Employers' Training Resource within **30** working days of receipt. *If agency is unable to comply with this requirement, they must notify Employers' Training Resource immediately and provide the circumstances for the delay and an estimate of the delivery date of the signed contract to Employers' Training Resource.*
- C. Within 30 days of agency receipt of the fully signed and executed contract, agency must show to Employers' Training Resource's satisfaction that the contracted program has commenced operations. In addition, agency assumes all risk for any expenses or activities that are commenced by the agency before the date the contract is executed.

If any of the above requirements are not met by the agency, Employers' Training Resource reserves the right to take action as necessary, up to and including termination of the contract with agency.

The agency certifies, by signature of this document, that they agree with the above provisions.



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**Organization**

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**Name & Title of Authorized Representative**

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**Signature**

**Date**