



# REQUEST FOR PROPOSAL FOR ONE-STOP OPERATOR

*To provide One-Stop Operator services through the  
Workforce and Innovation and Opportunity Act of 2014*

Issued: March 2017

Northern Rural Training and Employment Consortium (NoRTEC)  
*A Proud Partner of America's Job Center of California Network*  
525 Wall Street, Chico, CA 95928  
(530) 892-9600

NoRTEC is an Equal Opportunity Employer and provider of employment and training programs.  
Auxiliary Aids and Services are Available upon Request to Individuals with Disabilities

Michael Cross, Executive Director  
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## SECTION 1: PURPOSE, FUNDING AND SCHEDULE

### RFP PURPOSE

The Northern Rural Employment and Training Consortium (NoRTEC) Workforce Development Board is requesting proposals from qualified firms and/or individuals to serve as the One-Stop Operator in accordance with the Workforce Innovation and Opportunity Act of 2014 (WIOA).

The purpose of NoRTEC's One-Stop Operator Request for Proposal (RFP) is to solicit services from one entity (or consortium) to serve as a One-Stop Operator for NoRTEC's thirteen America's Job Centers of California ("AJCC" also sometimes referred to herein as "One-Stop" center). The One-Stop Operator will be responsible for coordinating the service delivery, responsibilities and contributions of required AJCC partners across the eleven county NoRTEC Workforce Development Area.

**This RFP is not seeking a provider of career services within NoRTECs One Stop Centers. NoRTEC's Service Providers have been designated as the entity to manage and provide NoRTEC's career services within the regional workforce development area for the WIOA Adult, Dislocated Worker and Youth Programs.**

Instead, this RFP is to engage an entity to serve as a coordinator of the required/mandatory partners within the One Stop Centers and ensure implementation of partner responsibilities and contributions agreed upon in the NoRTEC Memorandum of Understanding – Phase I and II.

### RFP SCHEDULE

Five (5) copies of this proposal must be received in the NoRTEC Administrative Office no later than **5:00 p.m. on April 21, 2017** (postmarks not accepted). Proposals may be mailed, hand-delivered, or e-mailed to:

NoRTEC  
Attention: Andrea Campos, Director of Program Administration  
525 Wall Street  
Chico, CA 95928  
(530)892-9600, x205  
E-mail: [acampos@ncen.org](mailto:acampos@ncen.org)

E-mailed proposals must be formatted as PDF. Proposals in other file formats will not be reviewed. Faxed proposals will not be accepted.

#### TENTATIVE SCHEDULE OF EVENTS

Date	Activities/Events
March 24, 2017	RFP Release Date
April 7, 2017	Tentative Bidder's Conference
April 21, 2017	Deadline for Proposal Submittal
May 1, 2017	Evaluation Committee Review and Selection
May 8, 2017	Negotiation with Recommended Entity
June 15, 2017	Target date for Contract Execution
July 1, 2017	Provision of services begin

NoRTEC reserves the right to adjust the schedule when it is in the best interest of the Board to extend or modify any published deadline in this RFP. The RFP timeline will be consistently updated on NoRTEC's website at [www.ncen.org](http://www.ncen.org).

#### RFP CONTACT

RFP Contact Person and mailing address for questions about the proposal process or technical issues:

***Andrea Campos, Director of Program Administration***  
*NoRTEC*  
*525 Wall Street, Chico CA 95928*  
*acampos@ncen.org*  
*(530) 892-9600 x205*

#### TIME AND COMPENSATION

A defined schedule will be established for the entity selected. NoRTEC estimates \$8,000 to \$12,000 is available to fund this initiative, depending on the entity's experience, ability to begin the project, and understanding of the initiative as described in this RFP.

## SECTION 2: BACKGROUND

### WORKFORCE INNOVATION AND OPPORTUNITY ACT

The Workforce Innovation and Opportunity Act (WIOA), signed into law on July 22, 2014 by President Obama, sets forth a new vision for the workforce development systems to operate as a comprehensive, integrated, streamlined system that aligns with the needs of business and is a force in helping stimulate local economies. WIOA also sets forth a vision that local workforce development boards serve as strategic leaders developing investments that support regional economies, effective approaches to service delivery, and produce results (WIOA, Subpart C §679.300).

As part of WIOA, local workforce boards are required to define the role of the One-Stop Operator and determine how to competitively procure the entity or entities (§678.600 -678.635). NoRTEC is required to move forward on this work and establish a One-Stop Operator by July 1, 2017.

Both WIOA and the regulations can be accessed on the U.S. Department of Labor's site [WIOA Legislation](#).

### NORTEC

NoRTEC is headquartered in Chico, California and administers WIOA programs in eleven Northern California counties. Established in 1983, NoRTEC is led by a Governing Board and Workforce Development Board (WDB) that oversees a broad range of programs and initiatives. The WDB includes representatives from small, medium and large businesses, labor organizations, education, economic development, community based organizations and one-stop partners.

NoRTEC is a special district organized under a Joint Powers Agreement to provide United States Department of Labor (USDOL) Workforce Innovation and Opportunities Act (WIOA) services and has established contracts with nonprofit agencies in eleven counties to ensure job seekers and businesses have access to a comprehensive array of job training and employment services. The counties in NoRTEC service area are Butte, Del Norte, Lassen, Modoc, Nevada, Plumas, Shasta, Sierra, Siskiyou, Tehama, and Trinity. The NoRTEC Administrative Entity is located in Chico, California. Additional information about NoRTEC can be obtained at [www.ncen.org](http://www.ncen.org).

### NORTEC ONE STOP SYSTEM AND AMERICA'S JOB CENTERS OF CALIFORNIA (AJCC)

The establishment of a One-Stop delivery system for workforce development services is a cornerstone of the WIOA, and is the primary charge of the NoRTEC WDB and Governing Board. In general, the One Stop delivery system is a network of One Stop Employment Centers (also known as AJCCs) within which entities responsible for administering separate workforce development, educational, and other human resource programs and funding streams (referred to as One Stop partners) provide services.

America's Job Centers of California (AJCCs) collaborate to create a seamless system of service delivery designed to enhance access to the programs' services and improve long-term

employment outcomes for individuals receiving assistance. The WIOA funded Adult and Dislocated Worker programs must be provided through the One Stop delivery system, and further specifies the specific services that must be provided and the partners that must participate in the operation of the system and the delivery of these services.

There are 13 AJCCs throughout the NoRTEC region, and there is at least one center in every county (Butte County has two centers and Nevada County has two).

Butte County

Chico Community Employment Center  
2445 Carmichael Drive  
Chico, CA 95928

Oroville Community Employment Center  
78 Table Mountain Blvd  
Oroville, CA 95928

Del Norte County

Workforce Center/Siskiyou Training and  
Employment Center  
286 M Street  
Crescent City, CA 95531

Lassen County

Business and Career Network  
1616 Chestnut Street  
Susanville, CA 96130

Plumas County

Business and Career Network  
7 Quincy Junction Road  
Quincy, CA 95971

Sierra County

Business and Career Network  
305 South Lincoln Street  
Sierraville, CA 96126

Tehama County

Job Training Center of Tehama County  
718 Main Street  
Red Bluff, CA 96080

Nevada County

Business and Career Network  
988 McCourtney Road  
Grass Valley, CA 95949

Business and Career Network  
10075 Levon Avenue  
Truckee, CA 96161

Modoc County

Business and Career Network  
221 North Main Street  
Alturas, CA 96101

Shasta County

Smart Business Resource Center  
1201 Placer Street  
Redding, CA 96001

Siskiyou County

Siskiyou Training and Employment Program  
190 Boles Street  
Weed, CA 96094

Trinity County

Smart Business Resource Center  
790 Main Street  
Weaverville, CA 96093

Per Section 121(b) of the WIOA, the following entities are required partners in the One-Stop System:

1. NoRTEC, the WIOA Title I grant recipient and administrative entity.
2. WIOA Title I Adult, Dislocated Worker, and Youth Programs
3. WIOA Title I Native American Programs (Section 166)
4. WIOA Title I Migrant and Seasonal Farmworker Programs (Section 167)
5. WIOA Title II Adult Education and Literacy Programs
6. WIOA Title III Wagner-Peyser Programs
7. WIOA Title IV Vocational Rehabilitation Programs
8. Title V Older Americans Act Programs
9. Trade Adjustment Assistance (TAA) Programs
10. Veterans Programs
11. Unemployment Insurance Program
12. Temporary Assistance for Needy Families (TANF)/CalWORKs

The WDB has developed Regional and Local Plans that contain significant information about the integration of partners at the One-Stop Center comprehensive service delivery site, as well as labor market information about the area. Since the information is readily available to proposers, it will not be repeated in this RFP. The Plans may be accessed directly at: [NoRTEC WIOA Regional and Local Plans](#)

### SECTION 3: ELIGIBLE RESPONDANTS AND DESIRED QUALIFICATIONS

ELIGIBLE RESPONDENTS MUST MEET ONE OF THE FOLLOWING CRITERIA:

- The One-Stop Operator may be a single entity or multiple entities working together to form a consortium entity. If the consortium of entities is comprised of One Stop career center partners, it must include a minimum of three One Stop career center partners as described in 20 CFR 678.400;
- A public, private, for-profit, or non-profit organization;
- An institution of higher education;
- A government agency;
- A community based, non-profit organization or intermediary; or
- Another interested organization or entity which may include a local chamber of commerce or other business organization or a labor organization.

If the entity serving as the one-stop operator is also serving in a different role within the one-stop delivery system, the one-stop operator may perform some or all of the functions, but only if it has been established sufficient firewalls and conflict of interest policies and procedures, as described in Section 11 of the Department of Labor [Training and Employment Guidance Letter No. 15-16](#).

Additionally, if the entity that has been disbarred, suspended or otherwise determined to be ineligible to receive funds by an action of any governmental agency; or the entity has not complied with an official order of any agency of the State of California or the United States Department of Labor to repay disallowed costs incurred during its conducted projects or services; or the entity's previous contract(s) with NoRTEC have been terminated for cause; or the entity's name appears on the State's convicted Proposers list; or for any other good and just cause, the entity will not be considered and should not submit a proposal.

#### ONE-STOP OPERATOR QUALIFICATIONS

NoRTEC seeks an entity that meets the following qualifications:

- Possesses a strong business acumen and professional presence.
- Ability to work with various demographics in the eleven county region.
- The individual representing the entity must have a minimum education level of Bachelor's degree in Business, Public Administration, Political Science or closely related field. Master's degree is preferred.
- Knowledge of the Workforce Innovation and Opportunity Act.
- Demonstrated experience in facilitation of distinct groups whose goals and objectives may be similar but do not directly align.
- Proven mediation or negotiation experience.
- Knowledge of the local eleven county region that include demographic, economic, and social factors.

## SECTION 4: SCOPE OF WORK AND PROPOSAL FORMAT

### SCOPE OF WORK

NoRTEC is seeking a One-Stop Operator that will deliver the following scope of services:

- Coordinating the service delivery of required one-stop partners and service providers (20 CFR 678.620) in accordance with the AJCC System MOUs
- Ensuring the implementation of partner responsibilities and contributions agreed upon in NoRTEC's Memorandum of Understanding – Phase I and II
- Reconciling AJCC System Partner contributions - actual system and infrastructure costs incurred through the AJCC System MOU

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 operators, career services, and youth providers;
6. Negotiate local performance accountability measures; and
7. Develop and submit budget for activities of the WDB.

### DELIVERABLES

Develop quarterly status reports and a final annual report to NoRTEC that accurately measures and documents operator activities including AJCC partner coordination, performance, contributions and continuous improvement recommendations according to the agreed Memorandum of Understanding – Phase I and II.

### PROPOSAL REQUIREMENTS AND FORMAT

All proposals must be organized and assembled according to the requirements of this section and in the order described:

1. Proposal Cover Sheet. The cover sheet should include the name of the respondent, type of organization, address and contact information and name of person authorized to submit the proposal on behalf of the organization.
2. Executive Summary. Each proposal must include an executive summary which at a minimum describes the respondent organization, summarizes its relevant experience and qualifications and outlines the scope of services being proposed. The Executive Summary is limited to two (2) pages.
3. Narrative. A written narrative statement to include:
  - Experience and background of bidder in providing services requested in this RFP, including the ability to meet specifications, and the technical skills to accomplish the



- work. Bidder should exhibit knowledge of the national workforce system funded in part by the Workforce Innovation Act, and the relationship of the system with key stakeholders
- Specific plan for complying with the scope of work including the approach in accomplishing specific tasks
  - Names, qualifications and experience of personnel to be assigned to the project.
  - The inclusive flat rate fee for all labor, materials and travel expenditures required to perform One-Stop Operator services in accordance with the scope of work.
4. Letters of Reference. Each proposal may include up to five (5) signed letters of reference from entities for whom the bidder has provided services.
  5. Optional Bidder Attachments. Optional attachments are limited to five (5) pages.
  6. Signed Attachment “A”, part 1 and 2 and Attachment “B” of this RFP.

## **SECTION 5: CONTRACT INFORMATION**

### **CONTRACT TERM**

The contract term will be a one-year term, renewable for up to four years, beginning July 1, 2017.

### **CONTRACT TYPE**

NoRTEC contemplates payment under a cost-reimbursement basis, including performance-based provisions that will be based upon actual costs and performance delivery outcomes. A Cost Reimbursement Contract is one that establishes an estimate of total costs for the purpose of obligating funds and a ceiling that the contractor may not exceed (except at contractor's risk) unless the awarding party agrees to amend the contract and provide additional funds.

NoRTEC is responsible for ensuring that contracted costs are both necessary and reasonable. Provisions are made for limited movement of funding among line items. The contractor is required to maintain records sufficient to account for all expenditures. Costs will be reported monthly.

For the purposes of responding to this RFP, Respondents should develop a line-item budget showing all expected costs associated with delivering the proposed services.

Due to the nature of the WDB's funding sources, potential changes in legislation and policies, and performance achieved, Respondents are advised that any contract awarded under this RFP may be modified to incorporate such changes, adjustments in the delivery system, or any activities provided.

### **CONFLICT OF INTEREST**

All proposals will be reviewed for a perceived conflict of interest. All respondents must disclose any potential conflicts of interest arising from the relationships of the one-stop operators with particular training service providers or other service providers, including but not limited to, career services providers. Conflicts must be disclosed and submitted as part of the proposal (Attachment "B" to this RFP).

Respondents will not offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of the WDB (including special committees), Local Chief Elected Official(s), Fiscal Agent, or other individual/organization for the purpose of having an influencing effect toward their own proposal or any other proposal submitted. No employee, officer, or agent of the WDB (including standing committees), Local Chief Elected Official(s), Fiscal Agent, or other individual/organization shall participate in the selection, award, or administration of a contract supported by WIOA funds if a conflict of interest or potential conflict would be involved. Respondents shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a respondent's proposal to be rejected.

**SECTION 6: EVALUATION CRITERIA**

All complete proposals will be evaluated according to the guidelines set forth in this RFP. All bids will be evaluated based on responsiveness to this RFP.

Negotiations will be started with the bidder(s) whose proposal(s) has been judged most appropriate with regard to all factors, including product quality and cost. The lowest-priced proposal will not necessarily be selected, as cost is only one of the factors that will be considered. Quality, warranty, and support are other very important considerations. An established history of past satisfactory experience in doing business in California as confirmed by positive evaluations by references, product evaluations from web and print resources, and comparison of the Proposer’s service proposals will contribute to the selection.

The following criteria will form the basis upon which NORTEC will evaluate proposals. Proposals that meet the mandatory (complete and compliant) requirements, as stated above, will be evaluated with the following:

Criteria	Points
Proposer identified a clear strategy on how they will sufficiently address the project scope of work and deliverable Considerations: <ul style="list-style-type: none"> <li>❖ Proposer statement regarding how they will accomplish the scope of work and an articulated strategy of how the requirements within the scope of work will be accomplished</li> </ul>	25
Proposer sufficiently addressed their demonstrated knowledge of WIOA, operation of state or federal workforce programs, and one or more required partners Considerations: Proposer statements of their knowledge includes the following elements: <ul style="list-style-type: none"> <li>❖ Identifies other projects, assignment or work that involved WIOA</li> <li>❖ Provides information on past involvement of one or more required partner programs</li> <li>❖ Has conveyed an understanding of federal guidance and resources available</li> <li>❖ Proven understanding of WIOA intention to collaborate articulated comprehension of state and federal metrics</li> </ul>	30
Proposer has sufficient qualifications to conduct the scope of services and satisfy all requested requirements to fulfill the role of a One-Stop Operator Considerations: Proposer statement of their qualifications includes the following elements: <ul style="list-style-type: none"> <li>❖ Identifies examples of facilitation of distinct groups to gain consensus</li> <li>❖ States how the proposer will work with all eleven counties</li> <li>❖ Provides expertise of various demographics in the local operation area</li> <li>❖ Skill in mediation or negotiation</li> </ul>	20

Proposer compensation is reasonable according to their qualifications in the area of experience, skills, abilities and education. Considerations: Proposer statement on compensation includes the following elements: <ul style="list-style-type: none"> <li>❖ Proposer’s cost seems reasonable within current business environment</li> <li>❖ Understanding of proposer’s background is clearly identified</li> <li>❖ If proposer is a for-profit entity, profit is separately stated</li> <li>❖ Proposer is agreeable to potential negotiation.</li> </ul>	20
Proposer business status is a certified minority-owned, women-owned, veteran-owned business and/or proposer’s business is located/operated in a labor surplus designated area.	5
total	100

#### REVIEW PROCESS

NoRTEC may, at its discretion, request presentations by or meetings with any proposers to clarify or negotiate modifications to the proposals. However, NoRTEC reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms the Proposer can provide from both technical and price standpoints. NoRTEC anticipates awarding the contract to the proposer with the highest total points.

#### ACCESS TO SCORE SHEET AND COMMENTS

Individual score sheets and comments used during the evaluation process may be provided in the form of summaries as prepared by NoRTEC staff. Actual individual scores sheets will not be disclosed. These summaries will be provided to applicants of the RFP who submit a written request. Requests for this information shall be responded to within ten (10) business days of the final contract/agreement recommendations and any appeals submitted. The purpose for releasing this information is for technical assistance and continuous improvement and not for purpose of an appeal.

#### NEGOTIATION/AGREEMENT

All Respondents shall designate an authorized negotiator. (The name and contact information for this person must be included on the title page of the proposal.) This designated person must be empowered to make binding commitments for the successful Respondent and its subcontractors, if any. NoRTEC reserves the right to negotiate the final terms of the contract/agreement with the successful Respondent(s). Items that may be negotiated include, but are not limited to, the scope of work, the staff as proposed, the implementation schedule, and the final award amount.

#### NOTIFICATION OF AWARD

It is expected that a decision will be made within 30 days of the closing date. Upon conclusion of final negotiations with the successful proposer, all proposers will be informed in writing of the name of the successful firm/individual.

## **SECTION 7: DISCLAIMERS AND GENERAL PROVISIONS**

At the discretion of NoRTEC, if it becomes necessary to revise any part of this RFP, an addendum will be provided to all known recipients of this RFP and posted on NoRTEC's website. Any clarification will become an addendum to this RFP.

Respondents are responsible for checking the website frequently to remain informed about the procurement process and other information that may affect this RFP (e.g. WIOA reauthorization, changes to performance measures, and revisions to the timeline).

### **RIGHT TO CANCEL**

NoRTEC reserves the right to cancel all or any part of this RFP at any time without prior notice and reserves the right to modify the RFP process and time line as is deemed necessary.

### **NONRESPONSIVE PROPOSALS**

Proposals may be judged nonresponsive and removed from further consideration if any of the following occur:

- The proposal is not received on a timely basis in accordance with the terms of this RFP.
- The proposal does not include all of the specified elements.
- The proposal is not adequate to form a judgment by the reviewers that the proposed undertaking would comply with all of the auditing standards and requirements specified in this RFP.
- The proposal indicates that the audit reports would not be made available to NoRTEC in the time frames outlined in this RFP.

### **THE APPEALS PROCESS**

NoRTEC must receive written notice of the Proposer's intent to appeal the decision within five (5) working days of receipt of notice of award. Proposer will have a total of 15 days in which to submit a written appeal of NoRTEC's decisions. All grievances arising out of Workforce Innovation and Opportunity Act or this RFQ must be filed according to NoRTEC's established grievance procedures. The Appeals Process - NoRTEC must receive written notice of the Proposer's intent to appeal the decision within five (5) working days of receipt of notice of award. Proposer will have a total of 15 days in which to submit a written appeal of NoRTEC's decisions.

### **MINORITY BUSINESS PARTICIPATION**

NoRTEC, as a recipient of State and Federal funds, subscribes to the practices below and will fully comply with Federal, State, and Local laws and directives governing non-discrimination, equal opportunity, and affirmative action in all activities.

- No person shall be discriminated against whatsoever on the grounds of race, religion, color, age, sex, physical handicap, or national origin.
- No person shall because of race, religion, color, age, sex, physical handicap, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to

discrimination under any program or activity funded entirely or in part by the City, the State, or the Federal Government.

- Affirmative Action shall be taken by all levels of governments, where necessary, to support the underlying objectives of said anti-discrimination policies.

To further support policies relative to affirmative action, equal opportunity, and non-discrimination, NoRTEC will make every effort to ensure that Minority Business Enterprises have the maximum practicable opportunity to participate in construction contracts and in the procurement of goods, professional services, and supplies. Contractors are encouraged to indicate in their RFQ response if they are a certified minority business as certified through the State of California. A listing of certified minority businesses, as well as the services and commodities they provide is available from the Department of General Services 916-375-4940.

#### NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR Part 37).

As a condition to the award of financial assistance from the Department of Labor under Title I of the WIOA, the proposer assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Innovation and Opportunity Act (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

#### CERTIFICATION REGARDING LOBBYING (29 CFR Part 93).

Proposer certifies, to the best of his or her knowledge and belief, that 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 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.

#### RECORD RETENTION

Proposer will retain records as required and will give the awarding agency, the Controller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the Contract; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

#### PROVISION AGAINST ASSIGNMENT

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the Executive Director. Approval does not relieve Proposer from this modified agreement.

#### AMERICANS WITH DISABILITIES ACT

Proposer will comply with the American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities; in all employment practices, including job application, procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities

#### MODIFICATIONS

The terms of this modified agreement may be renegotiated and changed whenever extenuating circumstance affect the ability of either party to honor commitments made in this modified agreement. Extenuating circumstances must be for situations beyond the control or expectations of either party. Both parties must mutually agree upon renegotiation. No modification of this modified agreement will be effective unless it is in writing, signed and dated by both parties.

NoRTEC may unilaterally modify this modified agreement at will to accommodate any change in the federal or state programs, under which this modified agreement is funded, any change in the interpretation of the federal or state programs, under which this modified agreement is funded, or any applicable federal, state or local laws, regulations, rules or policies. NoRTEC retains the option to extend this contract for an additional one year period at the end of this contract.

#### RIGHTS TO DATA/COPYRIGHTS AND PATENTS

The Board, State of California and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under

Government Grants, Contracts and Cooperative Agreements” and any implementing regulations issued by the awarding agency.

Proposer also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant’s operation of the WIOA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I – financially assisted program or activity. Proposer understands that Department of Economic Opportunity (DEO) and the United States have the right to seek judicial enforcement of the assurance.

#### DISCLAIMERS

1. This RFP does not commit the NoRTEC Workforce Development Board (WDB) to award a contract.
2. No costs will be paid to cover the expense of preparing a proposal or procuring a contract for services or supplies under Workforce Innovation and Opportunity Act.
3. Formal notification to award a contract and the actual execution of a contract are subject to the following: receipt of Workforce Innovation and Opportunity Act funds by the NoRTEC WDB, results of negotiations between selected proposers and NoRTEC staff; and continued availability of Workforce Innovation and Opportunity Act funds.
5. Any changes to the Workforce Innovation and Opportunity Act program, funding level or board direction may result in a change in contracting. In such instances, NoRTEC will not be held liable for what is in the bidder’s proposal or this Request for Proposals package.
6. Proposals submitted for funding consideration must be consistent with, and if funded, operated according to, the federal Workforce Innovation and Opportunity Act legislation, all applicable federal regulations, State of California policies, and NoRTEC policies and procedures.
7. Proposers are advised that most documents in the possession of NoRTEC are considered public records and subject to disclosure under the federal and state public records laws.
8. NoRTEC may require selected proposers to attend oral interviews, participate in negotiations and rewrite their statements of work as agreed upon during contract negotiations.
10. Additional funds received by NoRTEC may be contracted by expanding existing programs or by consideration of proposals not initially funded under this RFP. These decisions shall be at the discretion of the NoRTEC Executive Director.



11. NoRTEC may decide not to fund part or all of a proposal even though it is found to be in the competitive range if, in the opinion of the NoRTEC Executive Director, the services proposed are not needed, or the costs are higher than the NoRTEC finds reasonable in relation to the overall funds available, or if past management concerns lead NoRTEC to believe that the bidder has undertaken services that it cannot successfully carry out.
12. NoRTEC may choose not to award a contract to the proposers with lowest cost or highest rating when taking into account other factors such as balancing services to customers.
13. NoRTEC is required to abide by all Workforce Innovation and Opportunity Act legislation and regulations. Therefore, NoRTEC reserves the right to modify or alter the requirements and standards set forth in this RFP based on program requirements mandated by state or federal agencies.
15. Proposers must accept liability for all aspects of any Workforce Innovation and Opportunity Act program conducted under contract with NoRTEC. Proposers will be liable for any disallowed costs or illegal expenditures of funds or program operations conducted.
20. Reductions in the funding level of any contract resulting from this solicitation process may be considered during the contract period when a bidder fails to meet expenditure and/or outcome goals specified in the contract or when anticipated funding is not forthcoming from federal or state governments.
21. Proposers will allow local, state, and federal representatives access to all Workforce Innovation and Opportunity Act records, program materials, staff, and participants. In addition, proposers are required to maintain all Workforce Innovation and Opportunity Act records for three years, beginning on the last day of the program year (29 CFR Part 95).
22. The contract award will not be final until NoRTEC and the bidder have executed a mutually satisfactory contractual agreement. NoRTEC reserves the right to make an award without further discussion of the proposal submitted. No program activity may begin prior to final NoRTEC approval of the award and execution of a contractual agreement between the successful bidder and NoRTEC.
23. NoRTEC reserves the right to cancel an award immediately if new state or federal regulations or policy makes it necessary to change the program purpose or content substantially, or to prohibit such a program.
24. The proposal warrants that the costs quoted for services in response to the RFP are not in excess of those that would be charged any other individual for the same services performed by the bidder.

26. NoRTEC reserves the right to reject any or all proposals received and to negotiate with any and all offers on modifications to proposals.
28. Proposers must accept liability for all aspects of any Workforce Innovation and Opportunity Act program conducted under contract with NoRTEC. Proposers will be liable for any disallowed costs or illegal expenditures of funds or program operations conducted.
29. Proposer agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

**ATTACHMENT “A” – Proposal Form**

**Part 1 – Cover Sheet**

<b>Name of Respondent:</b>	
<b>Business Address:</b>	
<b>Phone:</b>	
<b>Fax:</b>	
<b>Years in Business:</b>	
<b>DUNS Number:</b>	<b>FEIN Number:</b>
Name, title and contact information of person authorized to answer any questions about the proposal, negotiate the contract terms and contractually bind the respondent:	
<b>Name and Title:</b> _____	
<b>Phone:</b> ( ) _____ <b>Fax:</b> ( ) _____	
<b>Email:</b> _____	
<p>I do hereby certify that this proposal is submitted in accordance with the provisions and conditions outlined, that this firm, acknowledges and accepts the terms and conditions of this RFP by tendering an offer to NoRTEC; that all the information is complete and accurate, and that this proposal represents a firm and fixed offer to provide the requested services. This offer shall remain valid for a minimum of 90 days. I also certify that the fees in the proposal have been arrived at independently, without consultation, communication, or agreement with any other bidder or with any other competitor for the purpose of restricting competition, as to any matter relating to such fees; and no attempt has been made or will be made by the bidder to induce any other person or organization to submit or not submit a proposal for the purpose of limiting or restricting competition. I further certify that this organization can and will provide and make available, at a minimum, all services described in the proposal.</p>	

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

**Part 2 – Cost/Price Proposal Form**

Provide all-inclusive flat rate fee for all labor, materials and travel expenditures required to perform One-Stop Operator services in accordance with scope of work.

<b>Proposed Flat Rate Fee \$ _____ *</b>
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**ATTACHMENT “B” – Conflict of Interest Form**

By submitting a proposal, the bidding entity certifies to his/her knowledge and belief that there is no conflict of interest (real or apparent) inherent in the bid or in delivering the scope of work if NoRTEC awards a contract. A conflict of interest would arise if any individual involved in the preparation of this proposal and delivery of services has a financial or other interest or would be likely to gain financially or personally from the award of a contract. The same would hold true for any member of the individual’s family, partner, or an organization employing or about to employ any of the above as a direct result of the successful award of a contract under the RFP. NoRTEC reserves the right to disqualify a bidding entity should a conflict of interest be discovered during the solicitation process.

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Principal Agent Signature

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Date