

SBWIB, Inc.

11539 Hawthorne Blvd., 5th Floor
Hawthorne, CA 90250

Comprehensive AJCC Operator Request for Proposal

Release Date:	Monday, April 7, 2025
Deadline for Submission:	Wednesday, May 7, 2025 (4:00 p.m. PST)
Technical Assistance Conference: South Bay Workforce Investment Board (SBWIB) – via Zoom conference call	Wednesday, April 16, 2025 (10:00 a.m. PST)
For More Information: Justina Munoz, Procurement Manager jmunoz@sbwib.org	

*An equal opportunity employer/program. Auxiliary aides are available upon request to individuals with disabilities.
This RFP is funded by the Workforce Innovation and Opportunity Act (WIOA)*

SECTION I - BACKGROUND INFORMATION

A. Purpose of RFP

The purpose for this Request for Proposal (RFP) is to solicit competitive proposals to identify qualified providers as the comprehensive America's Job Center of California (AJCC) Operator 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 South Bay Workforce Investment Board (SBWIB). The Respondent selected as the AJCC Operator will be expected to assume the position when approved by SBWIB with a beginning date on/by July 1, 2025.

Organizations that have not previously been awarded a WIOA 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.

B. Organization Structure

The South Bay Workforce Development Area (SBWDA), presently a consortium of eleven cities, administers programs funds under the WIOA. SBWIB/City of Inglewood has delegated its rights, duties and responsibilities to the South Bay Workforce Investment Board, Inc., a non-profit public benefit corporation which is authorized to enter contracts on behalf of them.

C. Area of Service

The SBWDA includes the cities of Hawthorne, Inglewood, El Segundo, Lawndale, Gardena, Carson, Redondo Beach, Hermosa Beach, Manhattan Beach, Torrance, and Lomita.

This RFP solicits a comprehensive AJCC Operator for the comprehensive South Bay One-Stop Business and Career Center/AJCC located at 110 S. La Brea Ave., Suite 500 in Inglewood, CA.

D. SBWIB's Vision

Using the most cost-effective services and demand-driven strategies, our mission is to build a world-class workforce through strategic alliances with business, education and community partners. We will promote an innovative workforce development system that supports job retention and creation and accelerates economic growth in the South Bay region.

SECTION II - GENERAL INFORMATION

A. Selection of AJCC/One-Stop Operator

The AJCC 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 an AJCC 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][i-vi]).

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

- Disclose any potential conflict of interest arising from the relations of the AJCC Operator with particular training service providers or other service providers in accordance with Uniform Guidance Section 200.318-200.326.
- 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.
- Comply with federal regulations and procurement policies relating to the calculation and use of profits as outlined Uniform Guidance.
- Adhere to any applicable firewalls or internal controls.

B. Contract Term and Amount

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

The initial contract term under this solicitation will be from July 1, 2025 through June 30, 2026, provided that sufficient funds for the contract term remain available. The SBWIB will have the option to renew the contract for up to three (3) additional one-year periods with approval as follows:

- **Optional Renewal One - July 1, 2026 to June 30, 2027**
- **Optional Renewal Two - July 1, 2027 to June 30, 2028**
- **Optional Renewal Three – July 1, 2028 to June 30, 2029**

Note: the option to renew is not guaranteed and the award of the initial contract does not imply the option to renew. Renewals are contingent upon performance and funding.

The estimated funding allocation range under this award is \$15,000 to \$25,000 annually. Funding awarded under this RFP is not anticipated to exceed \$25,000 per program year for a total amount of \$100,000; without Board approval.

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.

The SBWIB 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 SBWIB's standards.

SECTION III - PROCUREMENT PROCESS AND TIMELINE

Timeline

Procurement Action	Critical Date & Time
RFP released and available at: www.sbwib.org/rfp-rfq	Monday, April 7, 2025
Technical Assistance Conference – via Zoom (Registration required)	Wednesday, April 16, 2025 10:00 a.m. to 11:00 a.m. PST
End date for Respondent’s questions	Wednesday, April 23, 2025 at 12:00 p.m. PST
Proposals due to SBWIB	Wednesday, May 7, 2025 at 4:00 p.m. PST
Evaluation process begins	May 8, 2025 – May 16, 2025
Review Panel Recommendations to the SBWIB’s One-Stop Policy Committee	Wednesday, May 21, 2025
Deadline to File Protest of Review Panel Funding Recommendation	Wednesday, May 28, 2025 at 12:00 p.m. PST
SBWIB, Executive Committee Review and Funding Approval	Thursday, June 12, 2025
Publish Intent to Award Notice	Thursday, June 12, 2025
Contract Negotiation	June 13, 2025 – June 26, 2025
Contract Start Date	Tuesday, July 1, 2025

All times shown are Pacific Standard Time (PST). SBWIB reserves the right to adjust the schedule when it is in the best interest of the SBWIB or to extend any published deadline in this RFP. All interested Respondents should review the SBWIB website for up-dates/information: <https://www.sbwib.org/rfp-rfq>

A. Technical Assistance Conference

SBWIB, Inc. will accept questions submitted via electronic mail until 12:00 p.m. (PST) on Wednesday, April 23, 2025. Please send questions to Justina Munoz, Procurement Manager at: jmunoz@sbwib.org. SBWIB, Inc. The technical assistance conference call will be conducted using Zoom on Wednesday, April 16, 2025 beginning at 10:00 a.m. to 11:00 am (PST).

Respondents are required to contact Davis Hunt by email to register for the conference call and receive the meeting invitation (meeting link and/or telephone number). Please send registration intent to: dhunt@sbwib.org and indicate Technical Assistance Conference Registration in the subject line. Staff will present the RFP and answer questions during the Respondent’s technical assistance.

To ensure a productive technical assistance conference, SBWIB requests questions be submitted in advance. Questions and answers will be addressed during the technical assistance on the RFP so that all interested parties will have the benefit of the same answers. Questions and answers from the Respondent Conference will be posted at www.sbwib.org/rfp-rfq. The following additional information is provided:

- The SBWIB, Inc. staff may take verbal questions during the technical assistance but may choose to defer answers. Deferred answers will be posted on the SBWIB's website within three days after the conference.
- Questions asked at the Respondent's Technical assistance along with responses will be put in writing and posted to the SBWIB website at www.sbwib.org.

B. RFP Questions

To ensure a fair and objective evaluation, all questions related to the RFP that arise after the Technical Assistance Conference must be submitted via email to: jmunoz@sbwib.org. Questions will be accepted through **12:00 p.m. (PST) on Wednesday, April 23, 2025**. Questions received after **the April 23, 2025** deadline will not be answered.

Written response to questions received by the SBWIB will be posted on the website (www.sbwib.org/rfp-rfq) 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.

C. Addenda to this RFP

At the discretion of the SBWIB, if it becomes necessary to revise any part of this RFP, an addendum will be provided to all known recipients and posted on the SBWIB's website, <http://www.sbwib.org/rfp-rfq>. 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 SBWIB of a published addendum, must insert the information indicated in the RFP package.

D. Ex-Parte Communication

It is the policy of the SBWIB to prohibit ex-parte communications with any board member (Local Elected Officials, SBWIB, SBWIB, Inc., One-Stop Policy Committee, etc.), SBWIB, Inc. staff, consultants or other persons serving as an evaluator during the procurement process. Respondents that directly contact board members or evaluators 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 the SBWIB's Executive

Director for review and appropriate action. 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.

E. Rights of SBWIB

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

The SBWIB 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 the SBWIB may require.

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

The SBWIB reserves the right to reject any proposal and waive any requirement when the action is considered to be in the SBWIBs best interest and negotiate change, revision, and/or modification of a proposal with any Respondents.

The SBWIB reserves the right to retain all proposals submitted in response to this RFP. The proposals shall become the property of the SBWIB. The SBWIB 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.

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

SECTION IV - COMPREHENSIVE AJCC OPERATOR ROLE

SBWIB’s Comprehensive AJCC Operator must coordinate across one-stop partners and service providers. The Respondent may be required to provide services both virtually and in-person. Roles and responsibilities include the following:

1. Coordinate the implementation of SBWIB negotiated cooperative agreements and or Memorandum of Understandings (MOUs) and Infrastructure Funding Agreements / Resource Sharing Agreements with all mandated partners in conjunction with appropriate SBWIB appointed staff.
2. Act as a liaison between SBWIB and One-Stop partners for the purpose of facility coordination, ADA compliance, site accessibility, resolving disputes, and addressing grievances.
3. Identify any changes that may be needed to partner working agreements in order to ensure appropriate customer flow for AJCC shared services.
4. Convene and facilitate monthly and quarterly partner meetings for the purpose of promoting the adoption of creative and innovative methods and best practices in the delivery of required services.

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. Assure the delivery and equity of services to individuals with limited English proficiency, disabilities, or other significant barriers.
7. Coordinate 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 to meet local and state certification standards.
8. Ensure AJCC partners follow the policies of the AJCC.
9. Report to designated SBWIB staff any AJCC operational issues and recommendations for partner coordination improvement.
10. The AJCC Operator is expected to ensure that the AJCC partners adhere to MOU's and agreements. The Operator will work with the AJCC partners to ensure that staffs' training regarding the partners' services are provided to AJCC staff.
11. Facilitate a meeting of all AJCC partners to ensure that each partner's services and procedure will be made known to all of the other partners.
12. Support general coordination of career services and AJCC partners.
13. Schedule face-to-face meetings with partners as needed.
14. Develop and submit a quarterly report to the Board that accurately measures and documents operator activities including AJCC partner coordination and activities, operations, performance and continuous improvement recommendations and plans.
15. Attend SBWIB quarterly Board meetings and One Stop Policy Committee meetings as requested.
16. Be available to all partners and career service provider(s) as the AJCC Operator during all hours of operation at the South Bay One-Stop Business and Career Center in Inglewood, CA.
17. Adhere to and implement all Federal, State, Local Board policies and guidance.
18. Follow and abide by any current and future SBWIB administrative directives especially those directives concerning day-to-day operation of the AJCC, Equal Employment Opportunities, and the Americans with Disabilities Act.
19. Advise and assist SBWIB on all items relevant to AJCC credentialing, AJCC Certification and CQI plans, partner MOU, and partner agreements.

In accordance with WIOA, a AJCC 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 AJCC Operators;
5. Select or terminate AJCC Operators, 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.

Responsibility Revisions

The roles and responsibilities of the SBWIB comprehensive AJCC Operator may be refined and changed as:

- Federal, state, and local law or requirements are enacted and implemented covering the workforce development system;
- Regulations and procedures are developed or changed the U.S. Department of Labor;
- SBWIB's governing boards adopt local direction and procedures; and
- SBWIB develops and coordinates mandatory strategic initiatives for the local workforce development area.

SECTION V - PROPOSAL INSTRUCTIONS

A. The proposal shall be submitted in the format description as follows:

The Respondent must clearly demonstrate the Respondent 's ability to provide the requested services. In order to simplify the review process and obtain the maximum degree of comparison the quote must be organized as follows:

1. Submission:

Submission of Proposal does not guarantee that a proposal will be funded. Respondents seeking funding must submit a complete proposal package. All questions must be answered, and all forms must be completed in order to be considered for funding. If the question is not applicable, state "not applicable" and briefly explain why you think it does not apply.

2. Order of Submission:

Proposal must be submitted in the following order:

- a. Request for Proposal Cover Page (Attachment A)
- b. Narrative Response (maximum 6 pages)
- c. Budget (Attachment B)
- d. References (Attachment C)
- e. Signed Certifications and Assurances (Attachment D1-JS)

3. Formatting Requirements:

All Proposals must be limited to the following prescribed information and be submitted in an 8½ x 11 format. Pages are to be numbered sequentially, with the exception of the cover page and the font size must be 12pt. either Times New Roman or Arial. Proposal shall not exceed six (6) single-sided pages in length (double –sided pages count as two pages). This page limit does not include cover page, divider sheets, resumes or required forms.

4. Authorized Signature

An individual authorized to bind the Respondent shall sign all quote documents. The Proposal cover sheet shall provide the name, title, address and telephone number of individual(s) with authority to negotiate and execute the contract. Verification of authority may be required.

5. Copies Required (Electronic Copy acceptable):

Respondents must submit **one (1) original unbounded** with all executed (i.e. original signatures) narrative responses and attachments, plus **three (3) exact copies**. **The cover page must be stamped/typed to indicate "Original"**. **In total you will submit four (4) quotes**. Any quote lacking the required number of copies **may** be ruled non-responsive and **may** not be considered under this procurement.

Electronic copies sent via email is also acceptable, however, all signature pages must be in full color (**blue preferred**). The electronic file should be addressed to: jmunoz@sbwib.org. The subject line should read: **AJCC Operator RFQ Response**.

SBWIB's staff will not copy, complete, organize or otherwise change any quote submitted in person or delivered in response to this solicitation. **Electronic submissions will be printed in "as is" formats received.**

B. Cost Incurred by Respondents

All costs associated with proposal preparation will be borne by the respondent. The SBIWB 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.

C. Deadline for Submission of Proposals

The deadline for submission of proposal is **Wednesday, May 7, 2025, 4:00 p.m. Pacific Standard Time (PST)**. No exceptions to the submission conditions set forth in this proposal will be granted. Overnight and hand deliveries must meet the same deadline for submission. Proposals that do not meet the conditions set forth in this notice will not be considered. Proposals may be delivered in person or by mail at the address indicated. **Proposals must be received, not postmarked, by 4:00 p.m. (PST) on May 7, 2025.** Proposals received after that time and date will be rejected.

SBWIB'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 the SBWIB any and all proposal will become the property of SBWIB.

The proposal must be e-mailed or personally delivered to:

South Bay Workforce Investment Board
Attn: Justina Munoz, Procurement Manager
11539 Hawthorne Blvd., 5th Floor
Hawthorne, CA 90250
jmunoz@sbwib.org

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.

Late Proposals: A proposal received after the deadline stated above will be deemed nonresponsive. In which cases, it will not be considered and will be returned to the respondent without review. The SBWIB reserves the right to determine the timeliness of all proposal submissions.

SECTION VI - PROPOSAL NARRATIVE

Please respond to the questions provided below. The Narrative responses should be separated by subject title, i.e. Organizational Experience and Capabilities, Strategy, etc. The proposal Narrative is limited to 6 pages, not including attachments. Any information contained on pages exceeding the limit will not be considered for evaluation.

A. Organizational Experience and Capabilities – 30 Points

1. Describe your organization's experience in managing and/or delivering workforce development programs and services in a One-Stop career center environment. Be sure your response clearly articulates the centers and timeframes in which services were managed and/or delivered.
2. Expound upon your organization's experience outlined above to by providing specific examples that demonstrate the organization's ability to meet contractual performance goals.
3. Describe your organization's experience with operating a program or delivering a service that has addressed the needs of business, industry, and customer service at the core of your operations.
4. Describe your organization's administrative and financial experience and capabilities.

B. Strategy – 40 Points

1. Outline your strategies for how you intend to deliver the roles and responsibilities of the AJCC Operator as outlined in Section IV.

C. Staffing – 20 Points

1. Describe the qualified staff who have the required skillset and technical expertise to ensure the goals, objectives, and requirements of this RFP are met. The experience, abilities and motivation of the staff play a critical role in the ultimate success of the AJCC/One-Stop.
2. Attach a copy of the resumes of the key staff that will be assigned.
3. Describe the oversight and management that will be provided to ensure that RFP requirements are met.

D. Budget – 10 Points

1. Complete Attachment B: Budget Template
2. Provide a concise budget narrative.

E. References

F. Mandatory Additional Attachments

1. See Attachment D - H and complete all attachments listed.

SECTION VII - SELECTION AND EVALUATION CRITERIA

The following description of the selection proposal review is a general description. Not all elements must be performed on all proposals received and the order of the process may be varied at the discretion of the SBWIB reviewing staff, the One-Stop Policy Committee and or the SBWIB.

SBWIB staff will screen proposals for responsiveness. Non-responsive proposals will not be given further consideration. To be responsive, a proposal must be:

- a. Submitted on time;
- b. Meet all submission requirements, e.g., quantity, signatures, etc.
- c. Include all required forms, signed certifications, and other material fully completed in accordance with the instructions.

Upon finding that a proposal is responsive, the SBWIB review forms, certifications and other documentations; may check references; may conduct onsite investigations; and perform other verification activities.

All responsive proposals are reviewed and scored by the SBWIB Review/Evaluation team, designated by the SBWIB, Executive Director. Proposals will be read and scored by the same reviewers. Each reviewer will evaluate the proposal for acceptability and assign a numerical score. Scores from each reviewer for all proposals will then be totaled and averaged. A maximum of 100 points may be awarded to any single proposal. The recommendations of the Review/Evaluation team will then be forwarded to the One-Stop Policy Committee.

The One-Stop Policy will review the recommendations of the SBWIB Review/Evaluation team. The committee may accept, modify, or reject the evaluation team's recommendations, or return the matter to the SBWIB staff for further investigation or negotiation.

The One-Stop Policy Committee will forward the recommended respondent(s) to the SBWIB, Executive Committee. The SBWIB, Executive Committee will make final approval of the recommendation(s) for ratification.

A. Cost and Price Analysis

All proposals will be evaluated on the basis of obtaining the most cost-effective price possible while achieving the highest quality service delivery. To accomplish this, the SBWIB's staff shall conduct a cost and price analysis on proposed costs during the review process. Organizations are encouraged to submit their best offer for providing their services solicited and to thoroughly describe and justify the costs.

The cost and price analysis shall be conducted to ensure that the proposed costs are necessary, fair, and reasonable; to determine if the proposed costs are allowable and allocable; to ensure that the costs are directly associated with carrying out only proposed services; and to ensure that the proposed costs will benefit the comprehensive AJCC/One-Stop.

B. Slate of Providers

The SBWIB One-Stop Policy Committee may recommend additional providers to the SBWIB Executive Committee who was not selected for funding, but who submitted an application that met all of the submission requirements and were among the top three (3) highest scored applications scoring above 85%. The recommended providers will be added to a "Slate of Providers" a pre-qualified list from which the SBWIB, Inc. may select in the case of failure by the selected respondents to enter into an Agreement with the SBWIB, Inc. or default on an Agreement entered into with the SBWIB for delivery of services under this RFP.

The listing on the Slate of Providers is not a commitment by the SBWIB or any of the AJCC/One Stops to utilize the services of the service provider. The service provider agrees that it will honor its commitment stated in SBWIB selected proposal so long as it is listed on the Slate of Providers list. The SBWIB approved proposal is the final proposal submitted by the service provider and is the best and final offer.

The service provider may, by written notice to the SBWIB, remove itself from the Slate of Provider list. Such written notice shall contain the effective date of the removal and a statement as to the reason for removal. A party authorized to commit the service provider shall sign the notice. Once voluntarily withdrawn from list, the service provider cannot be placed on the list again except thru selection by the SBWIB in response to a new solicitation.

The SBWIB reserves the right to remove a service provider from the Slate of Provider list at any time when it deems such action to be in the best interest of the SBWIB.

SECTION VIII - PUBLISH INTENT TO AWARD

Publish intent to award will be published on Thursday, June 12, 2025, on the SBWIB's website (www.sbwib.org/rfp-rfq)

SECTION IX - PROTEST/APPEAL AND GRIEVANCE PROCEDURES TO RESOLVE PROCUREMENTS DISPUTES

If any entity has submitted a proposal and is not recommended for funding during the review process, the entity may protest/appeal the recommendation to the SBWIB Executive Committee. The protest/appeal may not dispute the particular score received by the petitioning entity, or the score assigned to a

competing entity. The scores given by the rating panel are final and not subject to question by an appealing entity. An appealing entity may protest/appeal the recommendations of the evaluators if it can show that any substantial portion of the SBWIB- approved RFP process has not been followed.

The written protest/appeal must be delivered **within 7 days of the One-Stop Policy Committee recommendation of award** to the SBWIB, Executive Director, 11539 Hawthorne Blvd., 5th Floor, Hawthorne, CA, by **Wednesday, May 28, 2025 at 12:00 p.m.** Protests/appeals received after the established time frame will not be accepted. Only protests/appeals, which cite specific sections (s) of RFP that have been violated, will be considered. Once reviewed by the SBWIB Executive Director for merit, the protest/appeal will be elevated to the SBWIB Executive Committee, which will meet on **Thursday, June 12, 2025.** The SBWIB Executive Committee shall resolve any protest based upon written protest and any oral or written response thereto provided by staff. Any SBWIB Executive Committee resolution shall be made prior to any funding determination under this RFP. The decision made by the SBWIB Executive Committee, as to which proposal(s) are funded, will be final.

SECTION X - TERMS AND CONDITIONS

A. 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 rationale and risk being undertaken must be explained by the respondent.

Profit is subject to SBWIB 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. Maximum profit allowed is ten percent (10%) of program costs. There is no profit under this contract at this time. Profit may be considered upon annual renewal and performance.

B. Performance Review

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

C. Failed Competition

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

D. Conflict of Interest

Agencies employing or retaining employees of SBWIB, One-Stop Policy Committee and/or other SBWIB employees such as contractors, subcontractors, or consultants or in any other capacity, must make such information known with their proposal document. Failure to do so may result in disqualification of the proposal, cancellation of contract or contract award, or result in disciplinary action against individuals involved.

E. Source Documents

Organizations must comply with Public Law 113-128 of the Workforce Investment Act (WIOA), the Americans with Disabilities Act, and the policies and operating requirements of the South Bay Workforce

Investment SBWIB; the California Public Records Act, other applicable Federal, State, and local laws, policies and regulations 2 CFR, Chapters I and II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.

Regulating and operational documents mentioned in the RFP are available the SBWIB Administration Office, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Thursday located at 11539 Hawthorne Blvd., 5th Floor, Hawthorne, CA 90250.

F. 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, color, religion, national origin, age, sex, disability, citizenship or political affiliation or belief in compliance with all federal, State and local anti-discrimination laws.

G. 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.

H. Truth and Accuracy of Representation

False, incomplete, or unresponsive statement in connection with a proposal may be cause for its rejection. The evaluation and determination of the fulfillment of the requirement will be in the SBWIBs sole judgment and its judgment will be final and conclusive.

I. Change to RFP

A respondent submitting a proposal will not change the wording of the RFP and no words or comments will be added to the general conditions and detailed specifications. Proposals submitted with unauthorized changes to RFP, may be deemed irregular and rejected.

J. Gratuities

It is improper for any SBWIB member, employee or agent to solicit consideration, in any form, from a respondent with the implication, suggestion or statement that the respondents' provision of the consideration may secure more favorable treatment for the respondent in the award of the contract or that the respondents' failure to provide such consideration may negatively affect the SBWIB considerations of the respondent's submission. A respondent will not offer a SBWIB member, employee or agent for the purpose of securing favorable treatment with respect to the award of the contract.

A respondent will immediately report any attempt by a SBWIB member, employee or agent to solicit such improper consideration. The report should be submitted to the SBWIB Executive Director. Failure to report such a solicitation may result in the respondent's submission being eliminated from consideration. Among other items, improper consideration may take the form of cash, discounts, and service, the provision of travel or entertainment, or tangible gifts.

K. Compliance with All SBWIB Requirements

All organization and individuals awarded a WIOA funded contract must comply with all SBWIB requirements and are subject to all actions (past, present, and future) by the One-Stop Policy Committee and the SBWIB regarding matters affecting AJCC/One-Stop operations.

L. Best Offer

The proposal shall include the respondents' best terms and conditions.

M. 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 Workforce Innovation and Opportunity Act of 2014 (WIOA) 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 the SBWIB shall not be effective if such protection is not allowable under the Freedom of Information Act or the California Public Records Act. The SBWIB shall use reasonable administrative procedures and care to protect the release of restricted proposal information. However, the SBWIB shall not be liable for the disclosure of any information submitted in the proposal even though the Respondents requested a restriction on its release.

N. Request for Additional Information

The SBWIB 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, including interviews.

O. Termination

The SBWIB 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 the SBWIB 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

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:

1. 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).
2. Comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA).
3. 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.
4. 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.
5. Comply with all rules and regulations under the Workforce Innovation and Opportunity Act and all related amendments.
6. Comply with the Occupational Safety and Health Act.

A. Termination due to Non-Availability of Funds

When funds are not appropriated or otherwise made available by SBWIB, Inc. 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. This Agreement is funded solely under the Workforce Innovation Opportunity Act (WIOA). In the event the WIOA is canceled or WIOA funds to the City/SBWIB, Inc. are terminated, this Agreement will likewise terminate. Contractor shall have no recourse to non-WIOA funds.

B. Insurance Requirements

Must be able to provide, at minimum, General Liability Insurance in the amount of \$1,000,000 combined single limit; Automobile Liability Insurance in the amount \$1,000,000 combined single limit; Workers Compensation insurance for all employees, if required. **The Contractor must provide a certificate for each of the required insurance naming the City of Inglewood/SBWIB, Inc., its officers and employees as additional names insured at the time of contract.**

The SBWIB, Inc., Chief Executive Officer has the discretion to increase, decrease or waiver any portion of the above insurance requirements.

C. Notice of Cancellation must ensure that each insurance policy shall be endorsed to state that the coverage shall not be suspended, voided, or canceled without 30-days prior written notice to the SBWIB.

D. Contract Costs

All costs that are approved in a contract must be reasonable and necessary to carry out the planned functions. The costs must be allowable and allocable to the proper grants and cost categories.

E. 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 SBWIB, Inc. and will be included in the contract provisions. All renewals must be documented in a modification to the contract. Only one contract renewal for a period one year is permitted at this time. Renewal will be contingent upon the contractors' documented and verified established performance and funding.

F. Early Terminations

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.

G. 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.

H. 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 Federal Uniform Guidance, State of California policy guidance, and applicable local guidance from the SBWIB. The respondent must have the technical competence and expertise in management and administration to properly administer the

contract.

<p>SOUTH BAY WORKFORCE INVESTMENT BOARD (SBWIB) REQUEST FOR PROPOSAL COVER PAGE Comprehensive AJCC Operator (Must be completed and signed)</p>
--

Name of Firm, Entity, Organization			
Contact Name			
Title of Contact Person			
Address			
Phone Number			
E-mail			
Federal Tax ID		Date Established	
Organization Type and Legal Status of Organization: (Private non-profit, private for profit, community based organization, public agency etc.):			
Are you registered with SAM.GOV? Please provide your Unique Entity Identification Number (UEI)			
Is Respondent a small Business, Minority Firm or Women's business Enterprises Certifying Agency? *			
<small>* If yes, attachment of certification notice required.</small>			

I affirm that the information within this proposal, to the best of my knowledge, is true and accurate. Further, I am duly authorized to submit this proposal on behalf of this agency. I also understand that my agency will be responsible for meeting all audit requirements as set forth in this RFP. I fully affirm and understand that failure to meet these requirements may result in my organization's proposal not being considered.

 Name (Print) _____
 Title

 Organization

 Authorized Signature _____
 Date

NARRATIVE

The following narrative shall be completed and submitted with the Request for Proposal. This section must contain all relevant information referenced under SECTION VI - PROPOSAL NARRATIVE. The proposal Narrative is limited to 6 pages, not including attachments. Any information contained on pages exceeding the limit will not be considered for evaluation.

AJCC OPERATOR RFP - BUDGET

Staff Position	Estimated No. of Hours (e.g. monthly/quarterly)	Hourly Rate	Total Cost
Total Staff Hours and Cost			\$
Other expenses (itemize):			Amount
Total Other Expenses			\$
Profit (not available year one)			\$0.00
TOTAL BUDGET			\$

REFERENCES

List three professional client references associated to the related services your organization has previously provided within the past 3-5 years. For each reference, please specify:

Reference 1	
Name of Firm	
Address of Firm	
Contact Person	
Telephone	
Email	
Type of Business	
Dates of Service(s)	
Type of Service(s)	
Reference 2	
Name of Firm	
Address of Firm	
Contact Person	
Telephone	
Email	
Type of Business	
Dates of Service(s)	
Type of Service(s)	
Reference 3	
Name of Firm	
Address of Firm	
Contact Person	
Telephone	
Email	
Type of Business	
Dates of Service(s)	
Type of Service(s)	

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

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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients 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.

Signature

Date

Print Name & Title of Authorized Representative

Organization

DEBARMENT AND SUSPENSION CERTIFICATION

Instructions for completing Certification Form

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds (referred to as the "Bidder" throughout) is providing the certification as set out below.
2. The certification in this clause is a material representative 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 and erroneous certification, in addition to other remedies available to the Federal Government, the U.S. Department of Labor (DOL), the State of California, SBWIA, SBWIB, or any of the Operating Cities may pursue available remedies, including suspension and/or debarment.
3. 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 circumstance.
4. The terms "covered transaction", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "Proposal" and "voluntarily excluded", as used in this section, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of State and 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 his covered transaction, unless authorized by the grantor.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that 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.
7. 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 transactions, 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.

ATTACHMENT E-1 (Cont.)

- 8. Nothing contained in the foregoing shall be constructed to require establishment of a system of records in order to render in good faith the certification required by this clause.
- 9. The knowledge and information of a participant is not required to exceed which a prudent person in the ordinary course of business dealings normally possesses.
- 10. Except for transaction authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participant in this transaction, in addition to other remedies available, the grantor may peruse available remedies, including suspension and/or debarment.

Signature

Date

Print Name & Title of Authorized Representative

Organization

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 2 CFR Section 200.450 and 29 CFR Part 97.35 and 98.510 Participants responsibilities.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

1. The prospective recipient of federal assistance funds certifies, by submission of this proposal, then neither it or its principal are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this proposal.

Signature

Date

Print Name & Title of Authorized Representative

Organization

CERTIFICATION REGARDING DRUG-FREE WORKPLACE ACT REQUIREMENTS

The undersigned certifies that it will or will not continue to provide a drug-free workplace by:

- (A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (B) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The subrecipient's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (C) Making it a requirement that each employee to be engaged in the performance of any subgrant be given a copy of the statement required by paragraph (A);
- (D) Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the subgrant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer, in writing, of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- (E) Notifying the South Bay Workforce Investment Board (hereinafter referred to as the SBWIB), in writing, within ten (10) calendar days after receiving notice under paragraph (D)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every sub-grant officer or other designee on whose sub-grant activity the convicted employee was working, unless the SBWIB has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected sub-grant;
- (F) Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (5)(b), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination,

consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- (2) Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.
- (G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E).

ATTACHMENT G (Cont.)

The sub-recipient may insert in the space provided below the site(s) for the performance of work done in connection with the specific sub-grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

Signature

Date

Print Name & Title of Authorized Representative

Organization

CERTIFICATION REGARDING COMPLIANCE WITH
THE AMERICANS WITH DISABILITIES ACT

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 its implementing regulations.
2. The Contractor will provide for reasonable accommodations to allow qualified 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 this certification be included in the award documents for all sub awards at the tiers (including subcontractors, subgrants, and contacts under grants, loans and cooperative agreements) and that all subrecipients 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.

Signature

Date

Print Name & Title of Authorized Representative

Organization

NON-DISCRIMINATION ASSURANCE

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, religious 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 subcontracts 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.

Signature

Date

Print Name & Title of Authorized Representative

Organization

SOUTH BAY WORKFORCE INVESTMENT BOARD
CODE OF CONDUCT AND CONFLICT OF INTEREST POLICY

PURPOSE

The South Bay Workforce Investment Board (SBWIB) and South Bay Workforce Investment Board, Inc. (SBWIB, Inc.) are committed to maintaining the highest of standards of ethical conduct and to guard against problems arising from real, perceived, or potential conflict of interest. All SBWIB members, SBWIB, Inc. employees, South Bay One- Stop Business & Career Centers, youth programs, contractors, and partners at all levels of participation in the One- Stop System funded by the Workforce Innovation and Opportunity Act (WIOA) are expected to read, understand and apply this policy to ensure system integrity and effective oversight of the One-Stop System.

BACKGROUND

Grantees, subrecipients and contractors funded under WIOA must implement codes of conduct and conflict of interest policies and procedures as specified in WIOA; corresponding federal and state regulations and guidance publications; relevant Office of Management and Budget (OMB) circulars; and state conflict of interest policies.

A conflict of interest policy is required to ensure that individuals or representatives of organizations entrusted with public funds will not personally or professionally benefit from the award, administration, or expenditure of such funds.

The SBWIB recognizes that by its very composition, conflicts of interest and issues concerning the appearance of fairness may arise. Therefore, it is essential for SBWIB members, SBWIB, Inc. employees, South Bay One-Stop Business & Career Centers, youth programs, contractors, and partners to be sensitive and error on the side of caution when potential or real conflict or fairness issues occur. To accomplish these purposes, the SBWIB establishes the following definitions, actions, and guidelines.

EFFECTIVE DATE

The Directive is effective immediately.

REFERENCES

- Public Law 113-128 Section 101(f) - State Board Conflict of Interest
- Public Law 113-128 Section 102(b)(2)(E) - State Plan Conflict of Interest Assurance
- Public Law 113-128 Section 107(h) - Local Board Conflict of Interest
- Public Law 113-128 Section 121(d)(4) - One-Stop Operators

- 20 CFR 679.130(f)(1) through (3) - Criteria to certify One Stops
- 20 CFR 679.410(a)(3) and (c) - Local board must avoid inherent conflict of interest
- 20 CFR 679.430 - Entities performing multiple functions
- 20 CFR 683.200(c)(5) - Administrative Rules, Costs, Limitations – Title I WIOA and Wagner-Peyser
- 29 CFR 97.36(3) Procurement
- 2 CFR Part 200.112, 200.318 and Part 2900 - Office of Management and Budget Uniform Guidance on administrative, cost, and audit provisions for federal grants

DEFINITIONS:

Conflict of Interest - Conflict between the official responsibilities and the private interests of a person or entity that is in a position of trust. A conflict of interest would arise when an individual or organization has a financial or other interest in or participates in the selection or award of funding for an organization. Financial or other interest can be established either through ownership or employment.

Immediate Family - Immediate Family consists of the individuals' parents (including step-parents), spouse, domestic partner, children (including step-children), siblings, grandchildren, grandparents, and any relative by marriage (an "in-law").

Individual - (1) an individual; i.e., officer, or agent, or (2) any member of the individual's immediate family (spouse, partner, child, or sibling), or (3) the individual's business partner.

Organization - A for-profit or not-for-profit entity that employs, or has offered a job to, an individual defined above. An entity can be a partnership, association, trust, estate, joint stock company, insurance company, or corporation, whether domestic or foreign, or a sole proprietor.

CODE OF CONDUCT POLICY

During the performance of duties, your actions are a reflection upon the SBWIB and SBWIB, Inc. as well as a reflection upon you. It is extremely important that all SBWIB and committee members, SBWIB, Inc. employees, South Bay One-Stop Business & Career Centers, youth programs, contractors, and partners act in a courteous, friendly, helpful and prompt manner in dealing with the public, customers and officials.

Ethical Principles:

Compliance with the Law: It is the SBWIB's policy that all SBWIB members, SBWIB, Inc. employees, South Bay One-Stop Business & Career Centers, youth programs, contractors, and partners be knowledgeable of and comply with all applicable laws and regulations of the United States and the State of California in a manner that will reflect a high standard of ethics. Compliance does not comprise one's entire ethical code of conduct or responsibility; rather it is a

minimum, and an essential condition for adherence to mission and duties.

Professional Standards: It is the SBWIB's policy that its representatives be knowledgeable of emerging issues and professional standards in the field and to conduct themselves with professional competence, fairness, efficiency and effectiveness.

Guidelines:

Areas of concern are those actions or lack of actions which may lead to conflict of interest or the appearance of conflict of interest or to a perception of unfairness related to SBWIB business inside or outside board and committee meetings. Specific areas which may pose problems include but are not limited to, comments made in public, information sharing, and disclosure of associations.

Comments Made in Public: SBWIB and committee members are encouraged to act in a public relations capacity for the SBWIB. This includes public speaking engagements and comments in a public forum. Because there is public interest in SBWIB actions, members should differentiate between descriptive comments, which relate to actions already taken by the board, and statements, which imply future SBWIB decision-making, or the ability to influence decision-making.

Information Sharing: SBWIB and committee members are encouraged to share information with the community about SBWIB activities. To the extent possible, access to information regarding board activities and procurement of services should be available at the same time and under the same circumstances to all parties. Such information includes the Strategic Plan, request for proposals, notices of meetings, meeting minutes, and policies.

Disclosure of Associations: SBWIB and committee members have professional and personal associations throughout the community. Associations include those which pertain to memberships in organizations or contractual agreements between partners, stakeholders, or employers and employees, as well as associations which arise out of custom, shared interests, friendships, or other relationships.

Such associations have been and will continue to be of significant benefit to the SBWIB. Where a direct or indirect financial conflict of interest exists, an SBWIB or committee member may not vote or serve on a rating team. When associations raise appearance of fairness as an issue, SBWIB and committee members should qualify statements in public by disclosing the association and minutes of the meeting should reflect the disclosure.

Whenever a SBWIB representative is in doubt about possible problems with appearance of fairness, they should disclose the association.

CONFLICT OF INTEREST POLICY

1. Each grant recipient and subrecipient must maintain a written code of standards or conduct governing the performance of persons engaged in the award and administration of WIOA contracts and sub-grants. This policy can be adopted if none exists with a written acknowledgement to be maintained on record.
2. No individual in a decision-making capacity shall engage in any activity if a conflict of interest (real, implied, apparent, or potential) is involved. This includes decisions involving the selection, award, or administration of a subgrant or contract supported by Workforce Innovation and Opportunity Act (WIOA) or any other federal funds.
3. Before any public discussions regarding the release of a Request for Proposal, or any matter regarding the release of funding or the provision of services, an SBWIB member or SBWIB committee member must disclose any real, implied, apparent, or potential conflicts of interest before engaging in the discussion. The minutes of the meeting should reflect the disclosure.
4. An SBWIB member or a member of a SBWIB committee cannot cast a vote or participate in any decision-making about providing services by such member (or by any organization that member directly represents) or on any matter that would provide any direct financial benefit to the member, immediate family or to the member's organization.
5. SBWIB members or a member of a SBWIB committee or agents of the agencies making awards cannot solicit or accept gratuities, favors, or anything of monetary value from awardees, potential awardees, or other parties to agreements. However, the SBWIB allows for situations where the gift is an unsolicited item of nominal value worth \$50.00 or less.
6. Disciplinary actions may be taken up to and including termination of board membership for violation of this policy by any individual. The SBWIB Coordinating Committee may evaluate any violations of these provisions on a case-by-case basis and recommend to the Executive Committee, if and what penalties, sanctions or other disciplinary action are appropriate.
7. Individuals shall not use for their personal gain, for the gain of others, or for other than officially designated purposes, any information obtained as a result of their committee, board or working relationships with the SBWIB where that information is not available to the public at large or divulge such information in advance of the time decided by the SBWIB for its release.
8. One Stop Operators must disclose any potential conflicts of interest arising from relationships with training providers and other service providers. (WIOA Section 121 (d)(4))
9. Any organization that has been selected or otherwise designated to perform more than one function related to WIOA must develop a written plan that clarifies how the organization will carry out its multiple responsibilities while demonstrating compliance with WIOA, corresponding regulations, relevant Office of Management and Budget circulars, and this conflict of interest policy. This plan must limit conflict of interest or the appearance of conflict of interest, minimize fiscal risk, and develop appropriate firewalls within that single

entity performing multiple functions. The plan must be agreed to by both the SBWIB and the Executive Committee. (20 CFR 430)

10. Membership on the SBWIB or being a recipient of WIOA funds to provide training or other services, is not itself a violation of conflict of interest provisions of WIOA or corresponding regulations.

DISCLOSURE OF CONFLICT(S) OF INTEREST

I, _____, a member of the SBWIB Workforce Investment Board, SBWIB, Inc. staff member or Contractor, hereby disclose the following conflict(s) of interest with another position that I hold outside of the SBWIB.

Check All That Apply

- _____ I have no conflicts to disclose.
- _____ I represent a private sector employer that has current business/contractual dealings with the SBWIB, or one or more of the One Stop Operators, Partners, or other WIOA funded Service Providers/Contractors.
- _____ I have an immediate family member(s) who is employed by a current or potential WIOA funded Service Provider/Contractor or by another organization that provides services directly to the SBWIB.
- _____ I represent a WIOA funded Service Provider/Contractor.
- _____ I represent a One Stop Operator.
- _____ I represent An AJCC Partner.
- _____ Other: (please describe the nature of the conflict)

For the reasons stated above, I promise and attest that I will hereby declare, before a vote or discussion on the matter, the nature and extent of the conflict. I will hereby voluntarily withhold from participating in any discussions pertaining to this matter and abstain from voting on the subject. I further understand that this shall not prohibit me from responding to any direct questions on the matter from other members.

Signed: _____

Print Name: _____

Date: _____