



Request for Proposal

Training Ground – Coffee Shop

Program # 927

Direct all replies to:

Dannetta Payne
Contract Compliance Monitor
Racine County HSD-Fiscal
1717 Taylor Avenue
Racine, Wisconsin 53403
262.638.6671

**SEALED PROPOSALS MUST BE RECEIVED NO LATER
THAN:**

Wednesday, July 27, 2022 at 4 pm

At the Racine County Human Services

Department

1717 Taylor Avenue

One North Receptionist

Racine WI 53403

Table of Contents

Section	Page
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Section 1 – Specifications

1. Introduction and Scope.....	3
2. Back Ground	3
3. Response Instructions	3
4. Contract Information	3
5. Proposal Review.	3
6. General Instructions.....	3
7. Right of Rejection.....	3
8. Limited-Exclusion Rental Agreement.....	4
9. Calendar of Events.....	4
10. Evaluation and Selection Process	4
11. Custodial Care/Maintenance	5
12. Racine County Standard Terms and Conditions	5

Section 2 – Appendix – to be completed by Proposer

Proposal Cover Sheet.....	Appendix A
Vendor Acceptance Form.....	Appendix B
Reference List.....	Appendix C
Proposal Narrative.....	Appendix D
Past Performance	Appendix E
Memorandum of Understanding (MOU).....	Appendix F

1. Introduction & Scope

Racine County Human Services is now accepting proposals for the Training Ground Coffee Shop operation in the Racine County Dennis Kornwolf Service Center Building. Racine County wishes to enter into a MOU Rental Agreement, which will provide coffee shop service to Racine County employees and clients. The proposal shall include a proposal for renting space of the Training Grounds Coffee Shop. The MOU is the provision that the selected vendor shall enjoy the sole right to sell coffee, drinks, breakfast, lunch, and snacks at the Service Center Building during the term of this MOU agreement. Training Grounds coffee shop will provide employment and training opportunities to Racine County residents who are seeking to increase their job-related skills.

2. Background

Racine County manages, operates, and maintains the Racine County Dennis Kornwolf Service Center Building at 1717 Taylor Avenue, Racine, Wisconsin, 53403.

3. Response Instructions

The submitted proposal must follow the rules and format established within this RFP. Adherence to these rules will ensure a fair and objective analysis of all proposals. Failure to complete any portion of this request may result in rejection of a proposal.

4. Contact Information

All questions to Racine County regarding this RFP should be directed to:

Dannetta Payne
Contract Compliance Monitor
Racine County HSD-Fiscal
1717 Taylor Avenue
Racine, Wisconsin 53403
(262)638-6671
HSDcontracts@racinecounty.com

5. Proposal Review

Vendor proposals will not be available for review by anyone other than the evaluation team or its designated agents. All applicable information will be subject to public disclosure in accordance with the Freedom of Information Act, at award of contract.

6. General Instructions

Prospective vendors are cautioned to read these instructions and the attached MOU Rental Agreement carefully. Please prepare a response that addresses all the items listed in Appendix A. Each response should be denoted with the appropriate question number to which it is answering. Failure to complete this information may disqualify any prospective vendor. Proposals must be submitted in a sealed envelope bearing the title of "Training Grounds Coffee Shop RFP" and the name of the vendor. Three printed copies of the proposal must be provided.

7. Right to Reject

Racine County reserves the right to reject all or some of the proposals in their entirety. Racine County reserves the right to award or not award the rental agreement in any manner deemed by the Corp Counsel to be in the best interest of Racine County.

8. Limited-Exclusion Rental Agreement

In submitting proposals, prospective vendors agree to enter into a MOU Rental Agreement in the form attached hereto as Appendix F containing all the information submitted in their proposals, and to be bound by the terms of said Agreement and the other agreements referenced therein and appended thereto (the “Agreement”).

The selected vendor shall enter into the Agreement, which shall bind upon the proposer upon the approval of the Corp Counsel of Racine County. The Agreement will allow for an initial rental term one (1) year, with an option to extend it for an additional one (1) year of operation beginning September 1, 2022. The Agreement also has a provision for future annual extensions as may be subsequently agreed to by both parties. Final acceptance of a proposal shall only be complete upon the Corp Counsel acceptance of a MOU Rental Agreement executed by the successful proposer and submittal of all necessary insurance and other submittals required by the Agreement.

9. Calendar of Events

Event	Date
RFP issued, posted on website and newspaper	July 6, 2022
Written questions/requests for clarification due to Racine County	Questions submitted later will not be considered. July 13, 2022
Racine County written responses to questions/clarifications posted on website	July 20, 2022
Proposals due at Racine County, and dropped off at the Three North Receptionist	Late proposals will not be accepted July 27, 2022
Public Opening of Sealed Proposals	July 28, 2022
Proposal Evaluations Completed by...	August 10, 2022
Face-to-Face interviews scheduled, if needed	TBD, but no later than August 3, 2022
Contract Awarded	TBD, but no later than August 15, 2022
Contract Start Date	September 1, 2022

10. Evaluation and Selection Process

Evaluation of the proposals is expected to be completed within 14 days after receipt. As part of the evaluation, Racine County may request clarification to individual proposals and receive responses from the respective proposed vendors. Clarification may be obtained, at the County discretion, from one or more proposers. Vendors may be required by Racine County to respond in person to questions arising from their proposals.

11. Custodial Care/Maintenance

Custodial care and daily cleanup of the vendor's interior space and immediate outside vicinity and any items within the Kornwolf Service Center Building attributable to the vendor's operations will be the responsibility of the vendor. Maintenance and repair of any damage within the vendor's interior space and immediate outside vicinity shall be the vendor's responsibility.

12. Racine County Standard Terms and Conditions:

Proposer must agree to comply with the following terms and conditions:

- 12.1** Standard contract language Certification standards where applicable
- 12.2** Fiscal and program reporting criteria
- 12.3** Allowable Cost Policy
- 12.4** Audit criteria
- 12.5** Policies and procedures as defined in Racine County Human Services Department Contract Administration Manual
- 12.6** Maintain adequate liability coverage
- 12.7** Civil Rights/Affirmative Action Policies
- 12.8** Criminal and caregiver background checks for staff
- 12.9** Drug screening, driver's license checks and reference checks
- 12.10** Fair Labor Standards Act
- 12.11** Recognize that authorization for services is approved by Racine County Human Services Department.
- 12.12** All informational materials (program descriptions, brochures, posters, etc.) must identify it as a RCHSD program through the use of a standardized RCHSD format provided by Racine County.
- 12.13** The program must be identified as a RCHSD program in all public presentations and media contacts/interviews.

**END OF PROPOSAL
INSTRUCTIONS— PROCEED TO
APPENDICES TO COMPLETE THE
PROPOSAL**

APPENDIX A

Proposal Code Letter: _____

(for Racine County use only)

Racine County Human Services

Request for Proposal Cover Sheet

Training Ground - Coffee Shop

RFP # 927

Company Name: _____

Authorized Signature: _____

Authorized Printed Name: _____ Date Submitted: _____

NOTE: Complete one Cover Sheet for your proposal and a separate Cover Sheet for your Budget Worksheet.

Documents Included (check all you are attaching):

_____ Vendor Acceptance Form (Appendix B)

_____ Reference List (Appendix C)

_____ Agency Narrative (Appendix D)

_____ Past Performance (Appendix E)

Proposal Code Letter: _____

(for Racine County use only)

APPENDIX B

Vendor Acceptance Form

Program Name: _____

Program #: _____ Date of Issue: _____

By signing and submitting this Proposal, I _____ hereby
(Print Name)

certify and swear that I am a duly authorized agent of this company, I have examined and carefully prepared this proposal from the written specifications and information of Racine County and have checked the same in detail before submitting said proposal to Racine County. I have full authority to make such statements and submit this proposal, and all statements submitted are true and correct.

I FURTHER CERTIFY that no agreement has been entered into to prevent competition for said work. I have carefully examined all materials related to this proposal.

I FURTHER CERTIFY that any data sheets and descriptive literature attached hereto are true and correct and are intended to be made part of this bid/proposal response.

I FURTHER CERTIFY that neither this company nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal, State, County, Municipal or any other department or agency thereof. I certify that this company/agency will provide immediate written notice to the County if, at any time, it is learned that this certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

I acknowledge that Racine County reserves the right to reject any and all bids and to select the vendor considered by Racine County to be most advantageous, at the sole discretion of Racine County.

In compliance with this Request for Proposals and subject to all the terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish any or all of the items, deliverables or services herein at the prices, terms and delivery stated.

All signatures **MUST** be original. No facsimile, stamped or copied signature will be accepted and is cause for rejection of the proposal. **By signing this form, I affirm that the original Request for Proposals documents have not been altered in any way.**

Authorized Signature: _____ Print Name: _____

Title: _____ Email: _____

Name of Business: _____ Phone: _____

Business Address: _____ City/State Zip: _____

Proposal Code Letter: _____

(for Racine County use only)

APPENDIX C

Racine County Human Services

Request for Proposal Reference List

Training Ground – Coffee Shop

RFP # 927

It is important to provide accurate contact information for each reference listed. Racine County will not attempt to locate incomplete or inaccurate information in names, location or phone numbers.

Prior experience on previous Racine County projects may be considered by the County, even if not listed here as a reference.

1. Project/Program Name: _____

Individual to be contacted at this site: _____

Phone #: _____ Email: _____

Address: _____

2. Project/Program Name: _____

Individual to be contacted at this site: _____

Phone #: _____ Email: _____

Address: _____

3. Project/Program Name: _____

Individual to be contacted at this site: _____

Phone #: _____ Email: _____

Address: _____

APPENDIX D

Racine County Human Services

Request for Proposal Agency Overview Sheet

Training Ground – Coffee Shop

RFP # 927

Present a clear and concise description of your agency. Points you may want to address include:

1. Agency Overview:

- a. What is the location of your primary headquarters and what areas do you serve?
- b. What are your agency's mission and vision statements? How do they relate to this RFP?
- c. What is your organizational structure? Please provide your organizational chart.
- d. Are you a legally incorporated, licensed business, registered to work in the State of Wisconsin?
- e. Do you carry the required insurance coverage listed in the RFP or are you able to obtain it prior to the start of this contract?
- f. What other pertinent agency specifics would provide the evaluation committee with a sense how your company operates?

2. Experience and Competency:

- a. How long has your agency been in operation? Please specify agency growth and historical milestones.
- b. What are your agency's areas of specialty?
- c. Please provide a minimum list of items that shall be sold including hot and cold non-alcoholic beverages and pre-packaged food items. Please list all other products and/or services intended to be provided.
- d. Please describe any prior relevant experience as it relates to this project scope.
- e. Indicate the experience of the principals in operating a similar operation. Identify business where coffee shop or like service is currently being provided or has been provided within the last three years. Include address, contact person, number of employees, phone number, and period of service.

Racine County Human Services

Request for Proposal Past Performance

Training Ground – Coffee Shop

RFP # 927

What previous experience have you had with Racine County Human Services?

****Please note, this section must be answered on a separate document.***

- There is no weight for this category. It allows vendors with a past experience with Racine County the opportunity to be recognized for their contributions.
- For those vendors with no prior experience, this category will not be calculated in their scoring and therefore will not impact their overall rating in any way.
- To maintain the blind evaluation process, this section represents scores obtained from other officials within Racine County, who are not part of the evaluation committee. Supporting evidence will be attached to the final scoring sheet.

APPENDIX F

Racine County Human Services

Memorandum Of Understanding (MOU)

Training Ground – Coffee Shop

RFP # 927

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

RACINE COUNTY AND THE PROVIDER

This Memorandum of Understanding (“Memorandum”) is entered into this 1st day of September 2022, by and between Racine County Workforce Solutions, acting on behalf of Racine County and The Provider.

I. Purpose & Scope

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to Training Ground coffee shop located in Racine County Dennis Kornwolf Service Center. Training Grounds coffee shop provides employment and training opportunities to Racine County residents who are seeking to increase their job-related skills.

II. Term

This contract will be executed upon signatures of both parties and will remain in effect until August 31, 2023 unless an earlier date is requested by the either party. Either party may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice to the other party. This Agreement may be amended by Racine County and The Provider only in writing and properly executed by the parties hereto. This Agreement must be completed and signed by Racine County and The Provider prior to a Racine County participant’s placement with The Provider.

APPENDIX F**III. Responsibilities of The Provider**

The Provider shall be responsible for executing the following activities:

- A.** Shall purchase coffee, tea, cups, and specialty drink items.
- B.** Appoint an on-site manager who shall be responsible for all activities in the coffee shop. The manager shall be experienced in all phases of food service operations and be fully knowledgeable about local, state, and federal health codes and requirements and all aspects of managing and operating a cafeteria.
- C.** The on-site manager shall have the authority to act on behalf of Racine County and The Provider.
- D.** The on-site manager shall be trained to determine known allergens in foods being served.
- E.** The on-site manager or designee must be present during the peak serving hours
- F.** Be responsible to recruit, train, supervise, direct, discipline, and, if necessary, discharge any and all personnel working in the coffee shop. Shall require its employees to comply with all instructions, regulations, and codes of conduct as specified by the Racine County.
- G.** Shall ensure all staff present a neat appearance when working and shall be in uniform(if required). A visible photo ID must be worn and shall be issued by Racine County.
- H.** Shall comply with all Local, State, and Federal laws and regulations regarding employment, including but not limited to those pertaining to non-discrimination in hiring and employment practices.
- I.** Shall be responsible for cleaning and maintenance of the equipment provided.
- J.** Shall be responsible for scheduling all repairs and obtaining repair estimates. Estimates shall be approved by Racine County before repairs are performed. Racine County reserves the right to request two (2) quotes for any repairs estimated above \$500.00. Any repair estimates that require payment/deposit must be approved by the Racine County prior to receiving estimates.
- K.** Shall be responsible for all repairs and maintenance to equipment they own.
- L.** Shall be financially responsible for preventative maintenance on all county owned equipment. The contractor will be provided with a list of approved vendors prior to the start of contract. The contractor shall be responsible for scheduling maintenance services accordingly.
- M.** Shall be allowed access to the coffee shop between the hours of 7:00am and 2:30pm Monday through Friday excluding county holidays. The contractor shall have no right to use the premises except during those hours described above. The coffee shop operation shall not interfere with the normal operations of building in which they provide their service.
- N.** Shall only use the coffee shop for the preparation, serving, and sales related to the operation of the coffee shop.
- O.** Shall comply with all cleaning, sanitation, and food handling requirements per the Department of Health and Family Services Wisconsin Food Code and Wisconsin Administrative Code and the City of Racine Health Department.
 - a. The Wisconsin Administrative Code may be found at:
 - b. Wisconsin Food Code may be found at:
https://datcp.wi.gov/Pages/Programs_Services/FoodCode.aspx

APPENDIX F

c. City of Racine Health Department may be found at:

<https://www.cityofracine.org/Health/Food/>

- P. All serving equipment, food dispensers, and service items are to be clean at all times. Stainless steel shall be kept spotless and cleaned with stainless steel cleaner daily and as needed.
- Q. Outdoor trash dumpsters will be provided.
- R. Shall remedy any condition which is unsafe, unhealthy, or in any other way would cause an accident. If correction of the condition will require more than routine attention, the contractor shall notify Racine County Administrator or designee immediately.
- S. Current hours of operation are Monday-Friday from the hours of 7:30am-1:00pm with the possibility of the expansion of hours in the future.

IV. Responsibilities of County

Racine County shall be responsible for executing the following activities:

- A. Shall ensure that the equipment and facilities are clean and in proper operating condition upon commencement of contract services. Racine County shall be financially responsible for repairs on all state owned or leased equipment.
- B. Does not guarantee the uninterrupted provision of electric, gas or other utilities of service except to ensure that all reasonable and diligent efforts will be pursued in restoring interrupted service. Racine County shall not be liable for any losses incurred by the contractor which may result from interruptions or failure of such service.

V. Indemnity and Insurance

- A. To the fullest extent permitted by law, the Provider agrees to indemnify and hold harmless the Purchaser, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage (including costs of investigation and attorney's fees), which arise out of or are connected with the services hereunder, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission or other fault of the Provider or any subcontractor of the Provider, or any officer, employee or agent of the subcontractor of the Provider, or any other person for whom Provider is responsible. The Provider shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Provider's indemnification obligation shall not be construed to extend to any injury, loss, or damage that is caused by the act, omission, or other fault of the Purchaser. Provider shall immediately notify Purchaser of any injury or death of any person or property damage on Purchaser's premises or any legal action taken against Provider as a result of any said injury or damage.
- B. Provider shall at all times during the terms of this Contract keep in force a liability insurance policy issued by a company authorized to do business in Wisconsin and licensed by the State of Wisconsin Office of the Commissioner of Insurance in an amount deemed acceptable by Purchaser. Upon the execution of this Contract and at any other time if requested by Purchaser, Provider shall furnish Purchaser with written verification of the existence of such

APPENDIX F

insurance. In the event of any action, suit, or proceedings against Purchaser upon any matter herein indemnified against, Purchaser shall, within five working days, cause notice in writing thereof to be given to Provider by certified mail, addressed to its post office address.

- C.** The Provider shall maintain at its own expense and provide Purchaser with Certificates of Insurance that provide the following coverage:
- a. General Liability
 - i. \$1,000,000 each occurrence
 - ii. \$1,000,000 personal and advertising injury
 - iii. \$1,000,000 general aggregate
 - iv. \$1,000,000 products and completed operations
 - v. There shall be no exclusion for abuse or molestation
 - b. Auto Liability Insurance
 - i. \$1,000,000 Combined Single Limit
 - c. Umbrella Liability Insurance on a following form basis
 - i. \$4,000,000 each occurrence
 - ii. \$4,000,000 aggregate
 - 1. Any combination of underlying coverage and umbrella equaling \$5,000,000 shall be acceptable
 - 2. There shall be no exclusion for abuse or molestation
 - d. Workers Compensation Statutory Limits plus:
 - i. \$100,000 E.L. Each Accident
 - ii. \$100,000 E.L. Disease Each Employee
 - iii. \$500,000 E.L. Disease Policy Limit
 - e. Professional Liability
 - i. \$1,000,000 each occurrence
 - ii. \$3,000,000 aggregate
- D.** All sums required to be paid by the Purchaser to Provider shall be paid in full, without reduction for any withholding taxes, employers' taxes, social security taxes, payments or contributions, and similar employer withholdings, deductions, and payments. Provider acknowledges and agrees that it shall be solely responsible for making all such filings and payments and shall indemnify and hold harmless the Purchaser for any liability, claim, expense or other cost incurred by the Purchaser arising out of or related to the obligations of Provider pursuant to this provision.
- E.** Racine County, and its officers and employees shall be named as additional insureds on Provider's general liability insurance policy for actions and/or omissions performed pursuant to this contract. All coverage enumerated above must be placed with an insurance carrier with an AM Best Rating of A-VIII or greater. Purchaser shall receive a 30-day notice of cancellation of any policy. A copy of Certificate of Insurance and the referenced policies shall be mailed to Purchaser within 60 days of the beginning of this contract.
- F.** Provider is prohibited from waiving Purchaser's right to subrogation. When obtaining required insurance under this Agreement and otherwise, Provider agrees to preserve Purchaser's subrogation rights in all such matters that may arise that are covered by Provider's insurance.
- G.** Purchaser, acting at its sole option, may waive any and all insurance requirements. Waiver is not effective unless in writing. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by

APPENDIX F

Purchaser's risk manager taking into account the nature of the work and other factors relevant to Purchaser's exposure, if any, under this agreement.

VI. Non-Discrimination

- A. During the term of this agreement, Provider agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s).
- B. Provider agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.
- C. Provider and all subcontractors agree not to discriminate on the basis of disability in accordance with the Americans With Disabilities Act (ADA) of 1990, the Wisconsin Statutes secs. 111.321 and 111.34, and the Racine County Ordinances. Provider agrees to post in conspicuous places, available to employees, service recipients, and applicants for employment and services, notices setting forth the provisions of this paragraph.
- D. Provider shall give priority to those methods that offer programs and activities to disabled persons in the most integrated setting. Where service or program delivery is housed in an inaccessible location, and accessible alterations are not readily achievable, Provider agrees to offer "programmatically accessible" to recipients (real or potential) of said services and programs (e.g., change time/location of service).
- E. Provider agrees that it will employ staff with special translation and sign language skills appropriate to the needs of the client population or will purchase the services of qualified adult interpreters who are available within a reasonable time to communicate with hearing impaired clients. Provider agrees to train staff in human relations techniques and sensitivity to persons with disabilities. Provider agrees to make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms. Provider agrees to provide, free of charge, all documents necessary to its clients' meaningful participation in Provider's programs and services in alternative formats and languages appropriate to the needs of the client population, including, but not limited to, Braille, large print and verbally transcribed or translated taped information. The Provider agrees that it will train its staff on the content of these policies and will invite its applicants and clients to identify themselves as persons needing additional assistance or accommodations in order to apply for or participate in Provider's programs and services.
- F. Provider agrees to maintain comprehensive policies to ensure compliance with Title VI of the Civil Rights Act of 1964, as updated to address the needs of employees and clients with limited English proficiency. Provider agrees that it will employ staff with bilingual or special foreign language skills appropriate to the needs of the client population, or will purchase the services

APPENDIX F

of qualified adult interpreters who are available within a reasonable time to communicate with clients who have limited English proficiency. Provider will provide, free of charge, all documents necessary to its clients' meaningful participation in Provider's programs and services in alternative languages appropriate to the needs of the client population. Provider agrees that it will train its staff on the content of these policies and will invite its applicants and clients to identify themselves as persons needing additional assistance or accommodations in order to apply or participate in Provider's programs and services.

- G.** Provider shall comply with the requirements of the current Civil Rights Compliance (CRC) Plan, which is available at <https://www.dhs.wisconsin.gov/civil-rights/index.htm> providers that have more than fifty (50) employees and receive more than fifty thousand dollars (\$50,000) must develop and attach a Civil Rights Compliance Plan to this Agreement. Provider agrees to develop and attach to this Agreement a Civil Rights Compliance Letter of Assurance regardless of the number of employees and the amount of funding received.
- H.** Provider agrees to comply with the Purchaser's civil rights compliance policies and procedures. Provider agrees to comply with civil rights monitoring reviews performed by the Purchaser, including the examination of records and relevant files maintained by the Provider. Provider agrees to furnish all information and reports required by the Purchaser as they relate to affirmative action and non-discrimination. The Provider further agrees to cooperate with the Purchaser in developing, implementing, and monitoring corrective action plans that result from any reviews.
- I.** Provider shall post the Equal Opportunity Policy, the name of the Provider's designated Equal Opportunity Coordinator and the discrimination compliant process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be consistent with Purchaser's policies and procedures and made available in languages and formats understandable to applicants, clients, and employees. Provider shall supply to the Purchaser's contract administrator upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- J.** In all solicitations for employment placed on Provider's behalf during the term of this Agreement, Provider shall include a statement to the effect that Provider is an "Equal Opportunity Employer."
- K.** No individual in the United States may, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in any state or federally funded program to include WIOA Title 1-financially assisted program or activity, be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any state or federally funded program to include WIOA Title 1-funded program or activity. For a WIOA funded program, Provider agrees to comply with the Section 188 of WIOA 2014 and implementing regulations at 29 CFR Part 38.