



**NOTICE OF AVAILABILITY OF FUNDS**  
**WORKFORCE ALLIANCE OF THE NORTH BAY**

**Request for Proposals (RFP)**  
**Project Manager Staffing Services**

**Issue Date: May 9, 2019**

The Workforce Alliance of the North Bay does not discriminate on the basis of sex, race, color, religion, disability, marital status, or national origin in employment or in its educational programs and activities. Auxiliary aids and services are available upon request to individuals with disabilities. Alternative formats will be made available upon request.

## A. SUMMARY

The Workforce Alliance of the North Bay (WANB) was formed in May 2016, as a Joint Powers Agency responsible for the policy making and implementation of the Workforce Innovation and Opportunity Act (WIOA) programs and services administered in Lake, Marin, Mendocino and Napa counties via their respective America's Job Centers of California (AJCCs). The counties decided to merge for various reasons including common industries, labor pool/workforce and a desire to consolidate both the administrative and the planning functions from the three counties into a single governance structure. By working across county boundaries, the WANB provides several benefits. The workforce and the business community will gain an improved labor market information system, more efficient governance/administrative system that will achieve economies of scale; and inclusive and better-performing job centers.

The WANB Governing Board has a critical role in the creation and oversight of the workforce system in Lake, Marin, Mendocino and Napa Counties with the following responsibilities:

- Serve as the local WIOA grant recipient and bear the liability for funds flowing to the regional workforce development area.
- Determine the local administrative entity that will be the local grant recipient and fiscal agent for the disbursement of the funds.
- Determine the size and appoint members to the regional board based upon the criteria established by WIOA.
- In coordination with the regional board, produce and submit a comprehensive regional plan that meets all the requirements of WIOA.
- Work with the regional board and the Governor to negotiate local performance accountability measures as part of the local workforce strategic plan.
- In coordination with the regional board, develop workforce investment activities and approve providers of WIOA services.
- Approve and monitor as required the WIOA budget/expenditures, activities and performance outcomes including the one-stop delivery system.

The WANB is requesting proposals from qualified applicants and/or organizations to build a repository of experts that can manage special workforce development projects in Marin, Napa, Mendocino and Lake counties. The purpose of this Request for Proposal (RFP) is to provide a fair evaluation for all candidates in order to establish a list of project managers in key topic areas that can be accessed by the staff to the WANB Governing Board. Contracts for project manager staffing services are expected to run for a period of up to one year, with the ability to renew contracts for up to three additional years pending satisfactory performance.

Proposals costs shall include all overhead, insurance, wages, and operating costs into its hourly cost figures.

**B. REQUEST FOR PROPOSAL TIMELINE**

<b>ACTIVITY</b>	<b>DATE</b>
RFP Released	May 9, 2019
End of Q&A Period	May 17, 2019
RFP Due Date	May 28, 2019 at 5:00 p.m.
RFP Evaluation	May 29-31, 2019
Announcements	Successful bidders will be notified of their placement on the WANB procured project managers list and may be contacted at any time during the year to enter into contract negotiations.
Contract Negotiation	Contracts will be negotiated and executed as needs arise, and will run for durations as required.

## **C. CONTRACTORS QUALIFICATIONS**

This RFP is open to public agencies, non-profit agencies, for-profit agencies, proprietary business entities, independent practitioners, or any other qualified service provider.

The ideal project manager will:

- Have at least five (5) years of directly applicable experience in the workforce development field; preferably in Workforce Innovation and Opportunity Act Programs or its predecessor, the Workforce Investment Act; Experience in a program area, (i.e. marketing), not directly in the workforce development field will be acceptable on a case by case basis.
- Have no professional and/or ethical conflicts;
- Have a demonstrated and verifiable record of performance;
- Have independently verifiable references of work.

The WANB may make reasonable investigations deemed necessary and proper to determine the ability of contractor to perform the work, and the contractor shall furnish to WANB all information for this purpose that may be requested. Contractors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP. Contractors will be paid on a cost reimbursement basis after satisfactory work has been completed and invoice submitted.

The WANB reserves the right to reject any proposal if the evidence submitted by, or investigation of the contractor fails to satisfy WANB that said contractor is properly qualified to carry out the obligations of the contract and to complete the work described therein.

No proposal will be accepted from, or contract awarded if, there is a pending or threatened litigation involving a contractor in which a claim is made that the contractor provided or furnished materially defective workmanship or materials and/or that the contractor failed to substantially comply with the contract terms and conditions.

## **D. PURPOSE AND OBJECTIVES**

### **1. Purpose**

The organizational design and budget of the WANB cannot sustain a full complement of staff with the expertise necessary in several critical areas, and accordingly the WANB has decided to create a list of project managers who can be used when needed to fulfill the additional staffing needs of the WANB. Project Managers hired through this RFP will function as an extension of WANB staff.

## 2. Objective

The primary objective is to develop a stronger, more strategically aligned and easily accessible, fully-procured system of project managers for workforce related projects. The WANB will be seeking contractors that can help it successfully implement and manage workforce development initiatives and programs on behalf of its member counties.

## E. SCOPE OF WORK - CATEGORIES

The WANB is looking for qualified individuals or organizations that could provide assistance in the following four categories. Please apply for as many categories as you or your organization would wish to apply for, using the guidelines listed above:

### 1. Project Management – Youth and Adult Programs

- Assume responsibility for existing or new youth initiatives of the Workforce Alliance. Areas of responsibility include but is not limited to:
  - The development of partnerships with education, business and community-based organizations that further the work of the initiative
  - Outreach to business community leaders and workers to provide career presentations to students
  - Outreach to education representatives to support students in the areas of career development
  - Training and technical assistance on youth and adult platform
  - All aspects of coordination of youth and adult partnerships and resources including mobile career center and media kits
  - Development and acquisition of supportive resources including funding
- Assume responsibility for the development and implementation of workforce initiatives in the areas of:
  - Managing Educational Partners (Community Colleges and Adult Ed)
  - MSFW and Native American Programs
  - Strategies for working with disability population
  - Strategies for working with ex-offenders
  - Strategies for working with Long-Term Unemployed
  - Strategies for working with TANF
  - Strategies for working with veterans

## 2. **Project Management – Marketing and Communications**

- Marketing strategy development and implementation, such as:
  - Social media strategy, implementation and ongoing management
  - Community engagement strategies and implementation
  - Event planning and coordination
  - Graphic design including the management of graphic design contractors
  - Press release writing and distribution.
  - Speaker series plan and implementation.

## 3. **Project Management - Business Engagement and Coordination**

- Connect employers to the workforce system, gather business intelligence and assist in the development of a workforce and economic development partnership by developing relationships with businesses, economic development organizations and Small Business Development Centers. The goals of this effort are to:
  - Increase employment levels locally/regionally.
  - Promote WANB affiliated brands.
  - Compile and gather business intelligence to better understand the needs of business for workforce development solutions.
  - Communicate, facilitate and coordinate services with state, regional and local entities.
  - Work with economic development and industry professionals in business retention, and expansion activities as needed.
- Respond to business community needs, work with community partners to plan events, meetings, workshops and other gatherings to disseminate business solutions and other information. Provide information to employers, to raise awareness about all WANB affiliated services including but not limited to America’s Job Centers of California (AJCC) youth programs, on-the-job training programs, specialized recruitment and placement, screening services, etc.
- Establish and manage business relationships designed to target champions within selected industry sectors defined by the WANB to ensure the workforce system is perceived as a solution provider to business.
- Act as liaison with businesses in targeted industries to support education and training programs that lead to recognized credentials of value in the industry with the goal of upward mobility for underemployed, dislocated and adult workers.

- Deliver presentations to business and trade organizations regarding workforce related topics and services.
- Evaluate the workforce development and hiring/recruitment needs of businesses and develop solution-based strategies to meet those needs.
- Serve as the point of contact for companies in the event of closure or layoffs and coordinate Rapid Response efforts if necessary. Contractor should look for opportunities where layoff aversion activities would be appropriate and deploy resources as necessary.
- Develop strategic partnerships with local and statewide economic development individuals to understand programs and abilities, share appropriate information about business activity and coordinate services that maintain, and or promote increased employment levels.
- Assist in planning and implementation of job or career fairs as well as other opportunities for both employers and applicants to exchange information about jobs.
- Assist AJCC staff with marketing and development of work experience worksites and on-the-job training contracts.
- Design, plan and facilitate local forums, focus groups, and/or listening sessions, in conjunction with the WANB to solicit input from employers.
- Coordinate seminars or programs based on the results of company calls, surveys, focus groups and general trends that emerge to address issues or needs common to multiple companies.
- Provide monitoring and follow-up services on referrals to business services.
- Assist with securing diversified funding to support business retention and expansion efforts.
- Track all activities in WANB designated software platform and report quarterly.
- Attend WANB meetings, workshops and conferences in area of responsibility as requested.

#### **4. Project Management – Programmatic and Fiscal**

- Program and Fiscal Monitoring and analysis
- Policy and Procedure analysis and support
- Analysis and recommendations for workforce system design practices including contract development protocols (i.e. performance/unit-based contracting)

## **F. WANB RESPONSIBILITIES**

The WANB shall be the sole owner of and shall be entitled to immediate possession of, any designs, products, or their component parts, whether written, visual, photographic, or otherwise, or other pertinent data and information gathered, produced, or computed by Contractor in furtherance of the obligations anticipated by the contract.

- WANB will work cooperatively with contractor to supply necessary documents and information to meet the objectives of this RFP.
- WANB will provide supervision and support to the contractors engaged.
- WANB will coordinate or provide work space and outreach tools including contact cards and other leave behind materials.
- WANB will provide clear description of goals and objectives of contract.
- WANB will coordinate appropriate review teams as is necessary.

## **G. RFP SUBMISSION PROCESS AND GENERAL INFORMATION**

Proposals must be signed, dated and submitted no later than 5 p.m. on May 28, 2019 to Sylwia Palczewska, Clerk of the Board, Workforce Alliance of the North Bay, 1546 First Street, Napa, CA 94559.

Each respondent is required to submit its proposal in a sealed package with three (3) hard copies and with one copy thumb drive.

Proposals received after the due date and time will not be considered. Postmark by the deadline shall not constitute receipt. Fax or electronically transmitted proposals will not be accepted. All proposals received are final. All proposals submitted become the property of WANB.

Comments, questions or clarifications regarding this RFP should be submitted to [Ldavis@workforcealliancenorthernbay.org](mailto:Ldavis@workforcealliancenorthernbay.org). No telephone questions will be accepted or considered. Email subject line should say "Questions Regarding WANB Project Manager Staffing Services RFP." Questions should refer to the specific RFP paragraph number and page and should clearly indicate the passage being questioned. The final date for receipt of questions will be Friday, May 17, 2019. All questions received, and answers provided will be posted on the WANB website at [www.workforcealliancenorthernbay.org](http://www.workforcealliancenorthernbay.org) after May 20, 2019.

Following the release of this RFP through the completion of the evaluation process, applicants should not contact WANB staff or members to avoid conflicts of interest, appearance of conflicts of interest or undue influence over the process.



During the evaluation process, the WANB reserves the right to request additional information or clarification from proposing firms, and to allow corrections of errors or omissions. Qualifications and references of proposers will be verified. Personal interviews of candidates selected to be on the list may be conducted.

Selected applicants may be requested to provide an oral presentation and/or be interviewed as deemed necessary by the proposal evaluation panel.

Oral presentations/interviews will be based on applicants' proposals and shall not include any new information or presentation not included in the proposal. The individual that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview.

All contracts will require that the awardee maintain general liability, professional liability, automobile, and workers' compensation (if necessary).

## **H. CONTRACT PERIOD**

This contract will be reviewed on an annual basis by WANB staff and may be renewed annually for up to three years with approval of the Workforce Alliance Board.

## **• PROPOSAL FORMAT**

Respondents are required to respond to the questions and information requested in the order listed in this section. As indicated below, respondents must designate an authorized negotiator. This designated person must be empowered to make binding commitments for the contractor and its subcontractors, if any. The WANB will negotiate contract terms with the finalist once the evaluations are completed.

Each respondent is requested to submit its proposal in a format suitable for ease of review with a minimum of repetitious material. The proposal should 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, proposals shall be organized as follows:

### **1. Title Page**

The title page shall show:

- a. The RFP subject.
- b. The name of the respondent's company, address and contact information.
- c. The authorized negotiator and that person's telephone number, fax number, and email address.
- d. Hourly rate.
- e. The authorized signature and submittal date.

**2. Executive Summary (15 points)**

The executive summary, not to exceed two (2) pages, shall include a brief overview of the entire proposal including a summary of a successful project under their management.

**3. Project Management Approach (15 Points)**

Respondent should provide an explanation of how they will approach the work indicated in the scope of work/deliverables section above. Respondent is only required to provide narrative for the project management area for which they are responding to. (i.e. Youth and Adult services – Business Engagement/Coordination – Program & Fiscal Administration)

**4. Qualifications & Experience (35 points)**

The respondent must provide an overview of its organization/individual experience and convey their qualifications to successfully provide the tasks noted in the scope of work section above. Respondent is only required to provide narrative for the project management area for which they are responding to. (i.e. Youth and Adult Programs, Marketing and Communications, Business Engagement and Coordination, Program and Fiscal Administration)

- a. A description of the respondent's qualifications to conduct the work noted under scope of work.
- b. Whether they are local, regional, national, or international organization, and whether they are licensed to do business in the state of California.
- c. A statement as to whether in the last ten (10) years, proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details.
- d. Provide details of any failed agreements, and/or refusal to complete any agreement within the last five (5) years. If an agreement has been canceled or terminated, provide name, address and telephone number of the client who terminated the agreement. Explain reasons for cancellation.

**5. Budget / Cost Effectiveness (30 points)**

Funding is available for services provided in response to this RFP. Contracts may be extended for up to three years contingent on new funding availability.

- a. Respondents shall include the hourly rate for all staff attributable to their proposal.
- b. Proposals shall include a budget narrative, which includes a justification for every line item of the budget that is in addition to the hourly rate. (i.e. Travel)

**6. References (5 points)**

List a minimum of two (2) references. Reference information shall include the name of the organization, contact person, address, telephone number, and a description of the services provided.

**J. PROPOSAL EVALUATION**

WANB staff will screen all proposals for completeness and compliance with the terms and conditions of the RFP. Proposals clearly inconsistent with the initial compliance review will be eliminated from consideration. A review panel will evaluate all proposals that pass the initial compliance review.

Each reviewer will independently review and score proposals on a 100-point scale, using the following assigned weights:

Executive Summary	15 points
Project Management Approach	15 points
Qualifications & Experience	35 points
Budget/Cost Effectiveness	30 points
References	5 points
TOTAL	100 points

**K. PROPOSAL SELECTION**

WANB staff will initially review proposals to ensure they meet mandatory requirements. A committee will be formed that may consist of WANB consultants, staff and Regional Workforce Development Board Members and other appropriate reviewers. The committee will review and evaluate all eligible proposals. All eligible proposals will be read and scored by the same reviewers.

The selection of the successful proposal will be based upon information supplied by the respondent in response to this RFP and upon other information that will be obtained by the evaluation team as is deemed necessary. The lowest-cost proposer may not be determined to be the most responsive respondent when all factors of evaluation of the proposal have been considered. However, the quoted cost schedule will be an important factor in the determination of the successful proposal. The WANB will award a contract based upon a recommendation from the proposal evaluation committee. This RFP does not commit the WANB to award a contract.

## **L. APPEAL PROCESS**

In the event there is a dispute or protest by a respondent regarding the procurement process, it will be the responsibility of the WANB staff or designee to facilitate prompt resolution of the dispute or protest. If the dispute or protest cannot be informally resolved, the following procedures for an appeal must be followed:

Submission of a written appeal that includes the following items:

- The full name, address, and telephone number of the appealing respondent. A brief statement of the reasons for appeal, including citations to the Request for Proposal and other pertinent documents.
- A statement of the relief sought.

Appeals must be submitted in writing to:

Bruce Wilson, Executive Director  
Workforce Alliance of the North Bay  
1546 First Street  
Napa, CA 94559

Request for appeals should be submitted within five (5) calendar days of the date of the letter notifying respondents of whether or not their proposal was selected. The decision by the Executive Director of the Workforce Alliance on all appeals is final and any affected parties will be notified in writing of the outcome.

## **M. CONTRACT INFORMATION AND ADMINISTRATIVE PROVISIONS**

A negotiated contract will be awarded to the contractor who best meets the WANB needs as identified and described in this RFP document. See contract template Attachment 1. The selected contractor must be willing to enter into a written contract with the WANB which has fiduciary responsibility for all Workforce Innovation and Opportunity Act funds in the regional area. The contract will include the final negotiated scope of work, incorporate all terms and conditions set forth in this RFP, and may include any other provisions deemed appropriate by the WANB Counsel.

Award of contract is contingent on successful negotiation of contract terms and successful completion of the appeals process, if any. Successful contractor must agree to all terms and conditions of a resultant contract with WANB as a condition of executing the contract. WANB shall have no contractual or other obligation to a contractor under any successfully negotiated contract until the contract has been approved and signed by both parties.

### **1. Evaluation of Contractor(s) Performance**

Project evaluation criteria and outcome measurements will be established at the time of contract negotiation.

**2. Equal Opportunity**

WANB supports and requires compliance with all applicable state, federal and local equal opportunity and non-discrimination mandates, including but not limited to the Americans with Disabilities Act (ADA), in all the programs it funds.

**3. Right to Reject**

The WANB reserves the right to reject any and all proposals or any part of any proposal, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the WANB may deem necessary in its interest. The WANB may also declare a failed procurement. Failed procurement occurs when no bids are received, or only one bid is received, or bids received do not meet responsiveness, or submission requirements or competition was determined inadequate. In the event of failed procurement, WANB has the option to reissue the RFP or enter into a noncompetitive procurement, in which case the standards for a noncompetitive procurement must be satisfied.

If the WANB determines that none of the proposals received offers a suitable solution to the request at a reasonable price, all proposals may be rejected. WANB will formally notify contractors of such rejection and/or of their non-selection under the RFP process.

**WORKFORCE ALLIANCE OF THE NORTH BAY**  
**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** ("Agreement") is made and entered into as of this **1<sup>st</sup> day of \_\_, 2018**, by and between the WORKFORCE ALLIANCE OF THE NORTH BAY, a joint powers agency, hereinafter "AGENCY," and the \_\_\_\_\_, hereinafter referred to as "CONTRACTOR."

**RECITALS**

**WHEREAS**, AGENCY is a public entity which may enter into contracts for all necessary services;

**WHEREAS**, AGENCY desires to retain a person or firm to provide the following services:

\_\_\_\_\_, **contingent on the annual approval of the Regional Workforce Development Board**; and

**WHEREAS**, CONTRACTOR competitively competed to provide such services, by submitting a written proposal (incorporated by reference herein) and warrants that it is qualified and competent to render the aforesaid services and is willing to provide such services to AGENCY under the terms and conditions set forth herein below.

**TERMS**

**NOW, THEREFORE**, for and in consideration of the Contract made, and the payments to be made by AGENCY, the parties agree as follows:

1. **Term of the Agreement.**

The term of this Agreement shall commence on the date first above written and shall continue in effect until terminated in accordance with Paragraphs 8 or 9. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, up to a maximum renewal of two terms and under the same terms and conditions, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. "Fiscal year" shall mean the period commencing on July 1 and ending on June 30. Certificate(s) of insurance must be current on day Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to CONTRACTOR.

2. **Scope of Services.**

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

3. **Compensation.**

- a. **Fees.** In consideration of CONTRACTOR's fulfillment of the promised work, AGENCY shall pay CONTRACTOR for those services as set forth in Exhibit "B" and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract.

- b. **Maximum Cost to AGENCY.** Notwithstanding subparagraph (a), in no event will the cost to the AGENCY exceed the maximum sum of \_\_\_\_\_ annually, including direct non-salary expenses, however, such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred. As set forth in Paragraph 11 of this Agreement, should the funding source for this Agreement be reduced or increased, CONTRACTOR agrees that this maximum cost to AGENCY may be amended by written notice from AGENCY to reflect that reduction or increase, constituting a “unilateral amendment” to the agreement.

4. **Method of Payment.**

All payments for compensation and reimbursement for expenses shall be made upon presentation of itemized invoice by CONTRACTOR to AGENCY for actual hours worked on not more often than a monthly basis. The itemized invoice shall indicate, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked, direct services provided, and a detailed description of the tasks completed during the billing period, the names of person(s) performing the services and the position(s) held by such person(s), and the approved hourly or task rate. The final invoice must be submitted within 30 days of completion of the state scope of services.

5. **Independent Contractor.**

In the performance of this Agreement, CONTRACTOR shall perform this Agreement as an independent CONTRACTOR. AGENCY and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, AGENCY employees for any purpose, including workers' compensation. CONTRACTOR shall, at his own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed. CONTRACTOR and its officers, employees and agents shall be entitled to none of the benefits accorded to an AGENCY employee. AGENCY shall not deduct or withhold any amounts whatsoever from the compensation including, but not limited to amounts required to be withheld for state and federal taxes. CONTRACTOR alone shall be responsible for all such payments.

6. **Specific Performance.**

It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement.

7. **Indemnification.**

To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify AGENCY and its officers, agents, employees and volunteers from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property or losses, including, but not limited to, disallowances for payments or recoupment of WIOA funds, arising from acts or omissions of CONTRACTOR or its respective officers, agents, employees, volunteers, contractors and subcontractors in the course of rendering workforce investment services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the negligence or willful acts of AGENCY or its officers, agents, employees, volunteers, or other contractors or their subcontractors.

CONTRACTOR shall make AGENCY whole for any payment of any penalty, fine or assessment against AGENCY arising from the failure of CONTRACTOR or its respective officers, agents, employees, volunteers, contractors and subcontractors to comply with all applicable WIOA regulations, including, but not limited to, any penalties, fines or assessments that may be assessed

under a Federal or State False Claims Act Provision. To the extent that Parties must make AGENCY whole under this Paragraph, AGENCY may elect to offset against any future allocated funds to Parties to the extent permitted under law, or demand to be made whole for any losses without offset.

8. **Termination for Cause.**

If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting party in the manner set forth in Paragraph 15 (Notices).

9. **Termination for the Convenience of a Party.**

This Agreement may be terminated by either party for any reason and at any time by giving no less than thirty (30) days prior written notice of such termination to the other party and specifying the effective date thereof.

10. **Disposition of and Payment for Work upon Termination.**

In the event of termination, CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed by CONTRACTOR prior to receipt of the notice of termination; except that CONTRACTOR shall not be relieved of liability to AGENCY for damages sustained by AGENCY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement was terminated for convenience or cause, and AGENCY may withhold any payments not yet made to the CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to AGENCY from CONTRACTOR is determined.

11. **Appropriations.**

The AGENCY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the State of California and other third parties. Should the funds not be appropriated, AGENCY may terminate this Agreement with respect to those payments for which such funds are not appropriated. AGENCY will give CONTRACTOR thirty (30) days written notice of such termination. All obligations of AGENCY to may payments after the termination date will cease.

Where the funding source for this Agreement is contingent upon an annual appropriation or grant from the State of California or other third party, AGENCY's performance and obligation to pay under this Agreement is limited by the availability of those funds. Should the funding source for this Agreement be increased, eliminated or reduced, upon written notice to CONTRACTOR, AGENCY may unilaterally increase or reduce the Maximum Cost to AGENCY identified in Paragraph 3(b) to reflect that elimination or reduction.

12. **Compliance with Laws.**

In the performance of this Agreement, CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and Codes.

13. **Insurance.**

CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

- a. **Workers' Compensation Insurance.** To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for



the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide AGENCY with certification of all such coverages.

- b. Commercial General Liability. The CONTRACTOR shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The AGENCY shall be named as an additional insured on the commercial general liability policy.
- c. Commercial Automobile Liability Insurance. Where the services to be provided under this Agreement involve or require the use of any type of vehicle by CONTRACTOR, CONTRACTOR shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.
- d. Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.
- e. Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this section.
- f. Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of this Agreement. In addition to any other available remedies, AGENCY may suspend payment to the CONTRACTOR for any services provided during any time that insurance was not in effect and until such time as the CONTRACTOR provides adequate evidence that CONTRACTOR has obtained the required coverage.

14. **No Waiver.**

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

15. **Notices.**

All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by first class mail, postage prepaid. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

AGENCY

CONTRACTOR

Bruce Wilson, Executive Director  
Workforce Alliance of the North Bay  
1546 First Street  
Napa, CA 94559

16. **Anti-Discrimination and Anti-Harassment.**

CONTRACTOR and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of Agency based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. CONTRACTOR and/or any subcontractor understands and agrees that CONTRACTOR and/or any subcontractor is bound by and will comply with the anti-discrimination and anti-harassment mandated of all Federal, State and local statutes, regulations and ordinances.

17. **Incident Reporting.**

CONTRACTOR shall comply with the provisions of the Workforce Investment Act Directive regarding Incident Reporting, issued on June 12, 2013, by the Employment Development Department of the State of California, which is incorporated by reference herein. A copy of the Directive is on file with AGENCY, and the Directive may also be accessible online at [http://www.edd.ca.gov/Jobs\\_and\\_Training/pubs/wsd12-18.pdf](http://www.edd.ca.gov/Jobs_and_Training/pubs/wsd12-18.pdf)

- (a) Failure to comply with the provisions of the Directive shall be deemed a material breach of this Agreement.
- (b) CONTRACTOR shall establish the procedures required by the Directive referenced in subparagraph (a) above and shall provide AGENCY with a copy of same for its review and approval prior to the provision of services.

18. **Book of Records and Audit.**

CONTRACTOR shall maintain on a current basis complete books and records relating to this Agreement. These documents and records shall be retained for at least five years from the completion of this Agreement. CONTRACTOR will permit AGENCY to audit all books, accounts or records relating to this Agreement or all books, accounts or records of any business entities controlled by CONTRACTOR who participated in this Agreement in any way. Any audit may be conducted on CONTRACTOR's premises or, at AGENCY's option, CONTRACTOR shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from AGENCY. CONTRACTOR shall refund any monies erroneously charged.

19. **Amendment.**

This Agreement may be modified or amended only by written Agreement of all parties.

20. **Interpretation.**

The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California.

21. **Severability.**

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

22. **Warranty of Legal Authority.**

Each party warrants and covenants that it has the present legal authority to enter into this Agreement and to perform the acts required of it hereunder. If any party is found to lack the authority to perform the acts required of it hereunder or is prevented from performing the acts by a court of competent jurisdiction, this Agreement shall be void.

23. **Assignment.**

The rights, responsibilities and duties under this Agreement are personal to the CONTRACTOR and may not be transferred or assigned without the express prior written consent of the AGENCY.

24. **Subcontracting.**

The CONTRACTOR shall not subcontract nor assign any portion of the work required by this Agreement without prior written approval the AGENCY, except for any subcontract work identified herein.

25. **Attorney's Fees.**

In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

26. **Jurisdiction and Venue.**

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

27. **Entirety of Contract.**

This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

28. **Acknowledgements of Exhibits:**

Please check applicable exhibits and initial where indicated.

	Check box if applies:	Contractor Initials:
Exhibit A: Scope of Services	<input checked="" type="checkbox"/>	
Exhibit B: Budget	<input checked="" type="checkbox"/>	
Exhibit C: Insurance Waiver	<input type="checkbox"/>	Not applicable
Exhibit D: WIOA Assurances	<input checked="" type="checkbox"/>	

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

**CONTRACTOR:**

**APPROVED BY:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Damon Connolly, President  
Workforce Alliance of the North Bay

**APPROVED AS TO FORM \_\_\_\_\_:**

**APPROVED TO FORM WANB:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Jack Govi, Counsel  
Workforce Alliance of the North Bay

**ATTEST:**

**ATTEST:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Sylwia Palczewska, Clerk  
Workforce Alliance of the North Bay

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**EXHIBIT "B"**  
**COMPENSATION**

The compensation to be paid by AGENCY to CONTRACTOR for the services required under this Agreement shall be comprised of the components set forth in the following table.

<b>Line Item</b>	<b>Total</b>
<b>TOTAL</b>	\$

Original invoice with back up documentation shall be submitted no later than the 10th day of the month following the end of the quarter. Invoices may be submitted monthly.

**EXHIBIT "C"**

**INSURANCE REDUCTION/WAIVER  
NOT APPLICABLE FOR THIS CONTRACT**

Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

	<i>Check Where Applicable</i>	<i>Requested Limit Amount</i>
<b>General Liability Insurance</b>	<input type="checkbox"/>	\$
<b>Automobile Liability Insurance</b>	<input type="checkbox"/>	\$
<b>Workers' Compensation Insurance</b>	<input type="checkbox"/>	
<b>Professional Liability Deductible</b>	<input type="checkbox"/>	\$

Please set forth the reasons for the requested reductions or waiver.


WANB Executive Director

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT D**  
**REQUIREMENTS PURSUANT TO THE FEDERAL**  
**WORKFORCE INNOVATION AND OPPORTUNITY ACT**

**GENERAL ASSURANCES**

- 1). CONTRACTOR, hereinafter referred to as applicant, assures and certifies that:
  - a. It will comply with the provisions of the Workforce Innovation and Opportunity Act (WIOA), hereafter referred to as the Act, the Office of Management And Budget (OMB) Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Rule at 2 Code of Federal Regulations (CFR) Chapter I and II, Part 200, et al (hereinafter referred to as Uniform Guidance 2 CFR Part 200) and the Department of Labor's (DOL) exceptions at 2 CFR Chapter II, Part 2900, et al. (hereinafter referred to as DOL Exceptions 2 CFR Part 2900) and all rules, regulations, legislation, directives, policies, procedures and amendments issued pursuant thereto;  
  
; and
  - b. It will comply with applicable OMB Circulars, as those circulars relate to functions such as the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.
- 2) The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or notify the LWIB within 30 days after promulgation of the amendments or revisions that it cannot so conform.
- 3) In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following assurances and certifications:
  - a. It possesses legal authority to apply for the grant: that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understanding and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
  - b. As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:
    - Section 188 of the WIOA and 29 CFR Part 38 prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity); national origin (including limited English proficiency), age; disability; or political affiliation or belief; or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the



individual's citizenship status or participation in any WIOA Title I – financially assisted program or activity;

- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
  - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
  - The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
  - Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
  - The grant applicant also assures that it will comply with 29 CFR part 37, provisions of WIOA Section 188 and compliance with Equal Opportunity provisions of Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60, and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I financially assisted program or activity. The grant applicant understand that the United States has the right to seek judicial enforcement of this assurance.
- c. It will comply with the Americans with Disabilities Act of 1990 (ADA) insofar as applicant is required to comply with said Act.
- d. It will comply with the provisions of the Hatch Act which limits the political activity of certain State and local government employees.
- e. It will comply with the requirement that no program under the Act shall involve political activities.
- f. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business or other ties.
- g. As a condition of receiving WIOA funds, the independent auditor or monitor of the LWIOA, and the Employment Development Department auditors, investigators, monitors, and their representatives, shall at all times during the period that the grant is in force and for a period of four years thereafter, have access to all related records and financial statements and to individuals with knowledge of the records and financial statements as may be necessary to ensure compliance with the WIOA statute, regulations and directives.
- h. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship.
- i. Appropriate standards for health and safety in work and training situations will be maintained.

- j. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the participant.
- k. Training will not be for any occupation which requires less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation.
- l. Training and related services will, to the extent practicable be consistent with every individual's capabilities and lead to employment opportunities which will enable participants to increase their income and become economically self-sufficient.
- m. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the Local Workforce Investment Board (LWIB) has determined that there is a reasonable expectation for employment.
- n. W.I.O.A. funds will, to the extent practicable, be used to supplement rather than supplant the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant. It will submit reports as required by the Secretary and/or Governor and will maintain records to provide access to them as necessary for review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including maintenance of records to assist in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low-income persons for meaningful employment opportunities.
- o. Financial records, supporting documents, statistical records, and all other records pertinent to a grant shall be retained for the period of three years; however, participant's participation records will be retained for five years.
- p. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants.
- q. Individuals receiving training on the job shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary or Governor, but in no event at a rate which is less than the highest of: (1) the minimum wage rate specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938; (2) the State or local minimum wage for the most nearly comparable covered employment; (3) the prevailing rates of pay for persons employed in similar occupations by the same employer; (4) the minimum entrance rate for the inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment the prevailing entrance rate for the occupation among other establishments in the community or area or any minimum rate required by an applicable collective bargaining agreement; (5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary of Governor, in accordance with the DavisBacon Act, as amended, when such rates are required by the federal statute under which the assistance was provided.
- r. It will comply with the labor standard requirements set out in the Act.

- s. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.
- t. For grants, sub grants, contracts, and subcontracts in excess of \$100,000 or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.C. 1857C8(c)(1)] or the Federal Water Pollution control Act [33 U.S.C. 1319(C)] and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the applicant assures that: (1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA list of Violating Facilities; (2) it will notify the Governor, prior to award, of the receipt of any communication from the Director, Office of Federal Activities and U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and (3) it will include substantially this assurance, including this third part, in every nonexempt sub grant, contract, or subcontract.

Under State laws, the applicant shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

- u. Programs of institutionalized skills training shall be designed for occupations in which skill shortages exist. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other onthejob training opportunities available under Section 1787 of Title 38, United States Code.
- v. It shall take appropriate steps to provide for the increased participation of qualified disabled and Vietnam era veterans in job training opportunities supported under this Act. Such steps shall include employment, training, supportive services, technical assistance and training, support for community based veterans program, and maintenance and expansion of private sector veteran's employment and training and such other programs as are necessary to serve the unique readjustment rehabilitation and employment needs of veterans.
- w. Each eligible applicant shall, in a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and other local veteran employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans.
- x. It will establish such standards and procedures as are necessary to ensure against program abuses including, but not limited to, nepotism; conflicts of interest; the charging of fees in connection with participation in the program; excessive or unreasonable legal fees; the improper commingling of funds under the Act with funds received from other sources; the failure to keep and maintain sufficient auditable or otherwise adequate records; kick-backs; political patronage; child labor laws; the use of funds for political, religious, anti-religious, unionization, or antiunionization activities; the use of funds for lobbying, local,

state or federal legislators, and the use of funds for activities which are not directly related to the proper operation of the program.

- y. As required by the Federal Funding Accountability and Transparency Act (FFATA), recipients of federal awards are required to report sub-award and executive compensation information. By signing this Agreement, the applicable hereby assures and certifies to comply with the provisions of FFATA, which includes requirements referenced in Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900.
- z. The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat 871).

## CERTIFICATION REGARDING PATENTS AND COPYRIGHTS

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

### Ownership of Work Product

AGENCY shall be the sole owner of, and shall be entitled to immediate possession of, any designs, products, or their component parts, whether written, visual, photographic, or otherwise, or other pertinent data and information gathered, produced, or computed by CONTRACTOR in furtherance of the obligation anticipated by this Contract.

### Transfer of Rights

CONTRACTOR assigns to AGENCY all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, and rights to ideas in, and to all versions of, the plans and specifications now or later prepared by CONTRACTOR in connection with the project, if any.

CONTRACTOR agrees to take such actions as are necessary to protect the rights assigned to AGENCY in this Contract and to refrain from taking any action that would impair those rights. CONTRACTOR's responsibilities under this Contract include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as CONTRACTOR may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission from AGENCY. CONTRACTOR shall not use, or permit another to use, the plans and specifications in connection with this or any other project without first obtaining written permission from the County.

### Rights to Data

The AGENCY, the state, and the U.S. Department of Labor shall have unlimited rights to any data produced or delivered under this Contract. This provision shall include data generated through the use or development of computer programs and applications, or the maintenance of databases or other computer data processing programs, including the inputting of data.

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Grantee/Contractor Organization

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Name of Certifying Official

Signature

Date

**Contract in Excess of the Small Purchase Threshold:**

**Additional Provisions for CONTRACTOR Violation or Breach of Contract**

For those contracts in excess of the small purchase threshold, in the event CONTRACTOR defaults on, violates or breaches (collectively referred to as "default" hereafter) any term of this Agreement AGENCY will give written notice of the default to the CONTRACTOR. If CONTRACTOR does not correct the default within ten (10) days of the date of notice, then CONTRACTOR shall be in default. The time to correct may be extended in AGENCY's discretion. Any extension of time to correct must be in writing, prepared by CONTRACTOR for signature by AGENCY and must specify the reason(s) for the extension and the date in which the extension of time to correct expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that CONTRACTOR perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless AGENCY so elects in this notice, or in a subsequent written notice after the time to cure has expired.

CONTRACTOR will not be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond CONTRACTOR's reasonable control.

This section is in addition to any other remedy available to AGENCY for any CONTRACTOR default, violation or breach of contract and is not intended to abrogate, modify, alter, limit or otherwise substitute for or restrict any other remedy available to AGENCY under law for any CONTRACTOR default violation or breach of contract.

**CERTIFICATION REGARDING LOBBYING**  
**Certification for Contracts, Grants, Loans, and**  
**Cooperative Agreements**

The undersigned certifies and assures, to the best of his or 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 an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(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, grant, 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 sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material 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 a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Grantee/Contractor Organization

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Name of Certifying Official	Signature	Date
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## DRUG-FREE WORKPLACE CERTIFICATION

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CONTRACTOR:

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The contractor or grant recipient named above by signing this Agreement hereby certifies under penalty of perjury under the laws of the State of California that it will comply with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace.
  - (b) The person's or organization's policy of maintaining a drug-free work-place.
  - (c) Any available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c) that every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free policy statement, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

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Grantee/Contractor Organization

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Name of Certifying Official

Signature

Date



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

This certification is required by the regulations implementing Executive Order, 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (Pages 19160-19211). By signing this Agreement, the applicant hereby certifies under penalty of perjury under the laws of the State of California that it will comply with the following:

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS, WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION, SEE ATTACHED PAGE.)

1. The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Name and Title of Authorized Signatory

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Signature

## **Instructions for Certification**

1. *The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.*
2. *The prospective recipient of federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.*
3. *The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.*
4. *The prospective recipient of federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.*
5. *The prospective recipient of federal assistance funds further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, Voluntary Exclusion and Lower Tier Transactions”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.*
6. *A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.*
7. *Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith, the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.*
8. *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 voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.*