

# **Workforce Alliance of the North Bay Consulting Services**

## **Request for Proposal**

**WANB# 2016-01**

**Issue Date: July 15, 2016**

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.

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### **1. 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 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 the workforce system in Marin, Napa and Lake 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 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 accepting proposals to build a repository of experts that can assist it in carrying out several workforce development initiatives and projects in Marin, Napa 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 consultants in key topic areas that can be accessed by the staff to the WANB Governing Board.

## **2. PROPOSAL GUIDELINES AND REQUIREMENTS**

This is an open and competitive process. Proposals are welcome from qualified individuals, organizations and consortiums. Proposals received after 5:00 p.m., PST, Friday, August 5, 2016, will not be considered for placement on the list of potential consultants.

Proposal quotes should be based on an hourly fee. If price includes certain fees or charges (e.g., travel, lodging, meals), please provide a detailed list of included fees with a complete explanation of the nature of those fees. Fees will be paid by direct reimbursement of cost, and negotiated to amounts that are considered reasonable.

If the execution of work to be performed by an independent contractor requires the hiring of sub-contractors it must be clearly stated in the proposal. Sub-contractors must be generally specified by function and the work they perform must be defined.

Provisions of this RFP and the contents of the successful responses are considered available for inclusion in final contractual obligations.

This RFP does not commit the WANB to award a contract and may be withdrawn, amended or modified at any time. This RFP may also be used by other workforce boards and workforce development system partners in our region. The WANB will not pay any costs incurred in the preparation, submission or consideration of a proposal to this RFP, or any other costs or any type of kind incurred prior to the effective date of a contract awarded by the WANB.

### **3. CONTRACT TERMS**

All contracts are subject to review by the WANB's legal counsel, and a consulting contract will be awarded upon signing of an agreement or contract, which outlines terms, scope, budget, insurance requirements and other necessary items.

Subject to legal review and in accordance with the WIOA guidelines all contractors must read and abide by the WIOA assurances as delineated in Exhibit A.

### **4. PURPOSE AND OBJECTIVES**

#### **Purpose**

The small size and budget of the staff to the WANB cannot sustain a full-time expertise in several critical areas, and accordingly the WANB has decided to create a list of consultants who can be used when needed to fulfill the needs of the WANB.

#### **Objective**

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

### **5. TIMELINE**

- This RFP is published July 15, 2016.
- Proposals are due no later than 5:00 p.m., PST, Friday, August 5, 2016.
- Proposals will be evaluated within two weeks. During this time we may require interviews with the evaluation team. Applicants will be notified if this is requested.
- The name of the applicants selected will be decided upon quickly in order to begin work.
- Consulting contracts offered under this RFP will be for one year and may be renewed annually based on fund availability and with board approval, for up to three years. Contracts are subject to the rights to terminate pursuant to contract language.

RFP Released	July 15, 2016
End of Q&A Period	Friday, July 29, 2016
RFP Due Date	August 5, 2016 at 5:00 p.m. Workforce Alliance of the North Bay 120 North Redwood Drive, San Rafael, CA
RFP Evaluation	Week of August 8, 2016
Announcements	Successful bidders will be notified of their placement on the WANB procured consultant 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.

## 6. BUDGET

Applicants must present their hourly pricing for services offered. Pricing must include the hourly rate for the principal consultant, including overhead, and the average hourly rate, including overhead, if a team of consultants with varying hourly rates is applicable. Contracts will be developed and bilaterally executed as the WANB determines need. Each consultant contract will have a maximum not to exceed amount so the WANB can manage the overall spending. If and when a contract reaches the maximum, the WANB at its discretion may modify and increase the maximum payment. All contracts will be for work completed and payment for that work will be at the price negotiated. If a proposal is submitted on behalf of a consortium, the budget needs to clearly indicate the hourly pricing for each organization in the consortium.

## 7. QUALIFICATIONS

The ideal consultant 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;
- Have no professional and/or ethical conflicts;
- Have a demonstrated and verifiable record of performance;
- Have independently verifiable references of work.

## **8. FORMAT FOR PROPOSALS**

All proposals must provide specific and succinct answers to all questions and requests for information. Please answer the questions in the format and order presented.

Submissions of individual resumes alone may not be considered responsive.

**Title Page:** You or your company's name, address, website address, telephone number, e-mail address and primary contact person.

**Cover Letter:** Please include a summary of your proposal in the cover letter.

### **Organizational Overview and Experience:**

- Overview – please describe yourself or your organization.
- List all areas of expertise you would like to be considered for and detail your experience within those areas.
- Define the standard time frames for response to an inquiry from WANB staff when contracted to engage in work.
- Describe the preferred method for transmittal of requests and other material from the Board.
- Please list all clients for which you or your firm previously provided workforce relevant services for over the last two years.

## **9. SUBMISSION**

Proposals must be received no later than 5:00pm PST, Friday, August 5, 2016.

Deliver proposals to:

Cynthia Gunselman  
Workforce Alliance of the North Bay  
120 N. Redwood Drive, Third Floor, East Wing  
San Rafael, CA 94903

## **10. APPEALS**

All appeals must be submitted in writing and directed to:

Bruce Wilson, Executive Director  
Workforce Alliance of the North Bay, 120 N. Redwood Drive, San Rafael, CA 94903

## 11. EVALUATION CRITERIA

Projects will be scored individually as outlined below.

RFP COMPONENT	Points
SECTION I – COVER PAGE	5
SECTION II – ORGANIZATIONAL OVERVIEW/EXPERIENCE	40
SECTION III – PERSONAL AND STAFF QUALIFICATIONS	25
SECTION IV – BUDGET	30
TOTAL	100

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.

Comments, questions or clarifications regarding this RFP should be submitted to [WorkforceAllianceNB@gmail.com](mailto:WorkforceAllianceNB@gmail.com). No telephone questions will be accepted or considered. Email subject line should say “Questions Regarding WANB 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, July 29, 2016. All questions received and answers provided will be posted on the WANB website at [www.workforcealliance.net](http://www.workforcealliance.net).

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/consultant maintain general liability, professional liability, automobile, and workers' compensation (if necessary).

## **10. CATEGORIES**

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

### **PARTNER DEVELOPMENT AND AJCC OPERATIONAL STRATEGIES**

- Strategies for engaging Educational Partners (Community Colleges and Adult Ed)
- Strategies for engaging 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

### **ADMINISTRATION/FINANCIAL/PROJECT MANAGEMENT**

- AJCC Management Capacity Training
- One-Stop Operator roles and responsibilities
- Budget Development and Financial Management
- Developing Cross Functional Teams Across Partners
- Facilitation of Procurement Processes
- Uniform Guidance (Fiscal and Non-Fiscal Staff)
- Marketing to business, politicians and job seekers – Developing Public Relations Strategy
- MIS/Reporting/Data
- Monitoring of local sub-contractors
- Performance Management
- Preparation for WIOA (DOL, State) Audits
- Social Media
- Grant Proposal Development

### **BUSINESS ENGAGEMENT**

- Build an Effective Business Services Team
- Business Consulting
- Layoff Aversion Strategies
- Turning Rapid Response Into Rapid Re-Employment
- Working with Economic Development

### **WORKFORCE DEVELOPMENT PROGRAM IMPLEMENTATION**

- Convening Strategies
- Contracting and Procurement under the UAG
- Facilitation of community and regional meetings
- Integration implementation and strategies
- MIS/Reporting
- Payroll Services
- Running Effective Board Meetings
- Sector Strategies and Framework
- Understanding Economic Development Practices
- Using Collective Impact Model
- Using Human Centered Design Model
- Using LMI
- Board Engagement
- Board Members orientation and training
- Chief Elected Official orientation and training

#### **ONE STOP TOPICS**

- Case Management – Including Group Case Management Techniques
- Entrepreneur Training
- Integrated Service Delivery
- Job Clubs That Work
- Job Readiness Techniques
- Maximizing Earn and Learn Models through Program Design – Transitional Jobs, OJT, WEX, Internships, Etc.
- Providing Cost-Effective Follow-Up Services
- Providing One-Stop Services to Community Using Technology (Beyond Brick and Mortar)
- Providing Accessibility – Disability Navigation Services

#### **Labor Market and Career Pathway Research and Development**

- Industry Sector Research & Analysis
- Cluster of Opportunity Research & Analysis
- Training program Availability Research & Analysis
- Career Pathway Research & Analysis
- Soft and Technical Skill Gap Research & Analysis



**EXHIBIT A**  
**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 which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA title I financially assisted program or activity;
    - Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the 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 Davis-Bacon 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. 1857C-8(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 on-the-job 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 veterans 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 anti-unionization 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**

County 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 County 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 County 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 County. 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 County, 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

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Signature

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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 COUNTY 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 COUNTY's discretion. Any extension of time to correct must be in writing, prepared by CONTRACTOR for signature by COUNTY 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 COUNTY 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 COUNTY 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 COUNTY 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

## 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.*