

WORKFORCE ALLIANCE OF THE NORTH BAY (WANB)

WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE STOP OPERATOR

AND/OR

WORKFORCE INNOVATION AND OPPORTUNITY ACT
CAREER SERVICES PROVIDER

REQUEST FOR PROPOSAL WANB # 2017-01

Program Years 2017-2021

Release Date: January 30, 2017

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PROPOSAL TIMELINE

RFP Released	January 30, 2017
Bidder's Conference	<p>Marin County: Monday, February 13, 2017 @ 9:30 AM 120 North Redwood Drive, Redwood Room, San Rafael, CA</p> <p>Napa County: Tuesday, February 14, 2017 @ 11:00 AM 650 Imperial Way, Napa, CA</p> <p>Lake County: Wednesday, February 15, 2017 @9:30 AM 55 First Street, Lakeport, CA</p>
RFP Due Date	<p>March 3, 2017 by 5:00 PM 120 North Redwood Drive, 3rd Floor East, San Rafael, CA</p>
RFP Evaluation Committee	March 22 & 23, 2017
Local Advisory Committee Proposal Recommendation	<p>Marin Advisory Subcommittee Meeting April 5, 2017 Napa Advisory Subcommittee Meeting April 5, 2017 Lake Advisory Subcommittee Meeting April 6, 2017</p>
Announcements	<p>Regional Workforce Development Board Meeting April 13, 2017</p>
Contract Final Approval	Governing Board Meeting June 8, 2017
Contract Effective	July 1, 2017

Section I

GENERAL INFORMATION AND FORMAT REQUIREMENTS

The Workforce Alliance of the North Bay (WANB) Regional Workforce Development Board is an advisory board formed by and under the jurisdiction of WANB Governing Board, and therefore, all references in this document for RFPs to “WANB” or “WDB” are intended to incorporate by reference and include both entities.

The Workforce Alliance of the North Bay is issuing the consolidated Requests for Proposal (RFPs) to solicit:

A One-Stop Operator (OSO) to manage and coordinate a One Stop delivery system, which will offer a full range of employment services in the following geographical areas:

- Lake County;
- Napa County; and
- Marin County

To fulfill the responsibilities solicited in this RFP, interested respondents should have directly related experience in managing and operating an America’s Job Center of California. Single or multiple awards may be made for the OSO function depending on the quality of the proposal(s) submitted.

A Career Services Provider (CSP) or consortium of providers, to provide WIOA-funded Adult and Dislocated Worker Services including training and follow-up services in one or more of the following geographic areas:

- Lake County;
- Napa County; and
- Marin County

The respondents shall offer access to a continuum of services with a goal of increasing technical and functional skills training, employment, job retention and earnings. A single or multiple awards may be made for CSP depending on the quality of the proposal(s) submitted.

Respondent must submit a separate proposal for OSO and/or CSP listed below, by geographic area: (e.g., If Agency A is bidding for the OSO in Marin and Lake, then Agency A should submit two (2) distinctly separate proposals for each area. Likewise, if Agency B is bidding for both the OSO and CSP in Marin County, then Agency B must submit two (2) distinctly separate proposals for each service. The reason that proposals for each local area need to be separately submitted is the reading panels for each area will be distinct, area specific experts evaluating all

competing proposals for that area.. The scoring systems contained in this RFP will be used by all readers, but the panels will be unique.

This RFP provides potential respondents vital background information, and describes the desired services and guidelines for the proposal and the contractor selection process.

- Respondents are expected to abide by public law in the preparation and execution of program services solicited under this RFP. Acceptable proposals must meet the specifications contained in this RFP, the requirements of the federal Workforce Innovation and Opportunity Act (WIOA), and all applicable policies and regulations.
- Respondents are expected to become familiar with and address the unique situations of each county and bid, including:
 - the existing AJCC location
 - the typical client service needs
 - the co-located partners as well as how non co-located partners will avail their services to AJCC customers
 - the labor market and industries in the area
 - WANB policies
 - WANB Local Plan (Draft available in February, 2017)
 - North Bay Regional Plan (Draft available in February 2017)
- Respondents shall have experience specific to employment programs and demonstrated ability to perform services they are seeking to provide.
- Successful bidders will be expected to agree to standard boilerplate language common to and included in governmental contracts, including:
 - Compliance with Government Code Section 84308
 - Certification Regarding Debarment
 - Certification Regarding Lobbying
 - Certification Regarding Drug-Free Workplace Requirements
 - Insurance Prequalification
 - New Applicant Insurance Questionnaire
 - Certification of Accounting System (Public Agency)
 - Certification of Accounting System (non-profit)
 - Insurance Requirements

This RFP was developed pursuant to 20 CFR 603 to 688, et. al, the Final Rules for the Workforce Innovation and Opportunity Act (WIOA). Procurement transactions by the WANB are conducted in a manner providing full and open competition, consistent with standards codified at 2 CFR Part 200, et. al.

1. **BACKGROUND**

This RFP was developed on the basis of the WIOA of 2014 and the Joint Final Rule for implementing WIOA legislation published in the Federal Register on August 19, 2016. Funded agencies will be required to comply with all applicable rules, regulations, and policies.

Funds for this RFP are provided to the Workforce Alliance of the North Bay (WANB) by the U.S. Department of Labor (DOL) via the State of California, under the auspices of the California Workforce Development Board, pursuant to the WIOA under Title I. Respondents should be aware that services funded under contracts awarded through this RFP are subject to any modifications required by the WIOA and its Federal and State legislation and their regulations, the Governor and/or the California Workforce Development Board, the WANB Governing Board and Regional Workforce Development Board, and WANB policies and procedures. WANB is the grant recipient and administrator of the WIOA, Title I funds in Marin, Napa and Lake Counties and is responsible for the oversight of WIOA, Title I services and the America's Job Center of California (AJCC) network for Marin, Napa and Lake Counties.

WANB will determine, in its sole discretion, whether to fund a proposal or any proposals. Respondents will be required to adhere to the statutes, regulations, or policies applicable to the funding that is provided.

The AJCC delivery system consists of a network of centers that provide one stop operator services, career services (basic and individualized) and training services that are customer-driven, easily accessible, and customized to meet the specific needs of business in the region. In addition, services are comprehensive and performance-based. The AJCC system unites business, education, community and public agencies to meet the needs of employers and job seekers through a comprehensive range of workforce development activities, and strategic partnerships. Through the AJCC system, job seekers have access to a variety of tools and services including assessments, career coaching, labor market information, job search assistance, education and skills training, including on-the-job training, customized training, and vocational training. AJCC system staff provide services and outreach to job seekers, including special populations with barriers to employment, such as dislocated workers, veterans, individuals involved with the justice system, immigrants, refugees, high-risk youth, low-income individuals and those with disabilities.

2. **PURPOSE OF SOLICITATION**

The purpose of this RFP is to solicit, from qualified agencies, proposals designed to increase the marketability of job seekers by providing:

- a) One Stop Operator services, and

b) Career Services (basic and individualized), training services, and follow-up services.

This RFP places a high priority on basic, academic and vocational skills development, attainment of industry-recognized credentials and degrees, and the promotion of career pathways in high-demand, middle skill occupational clusters. In addition, this RFP places a priority on industry sector engagement, leveraging and braiding of resources, as well as partner based delivery systems.

3. QUALIFIED AGENCIES

- Established community-based organizations
- Public agencies
- Private non-profit agencies/institutions
- Private for profit agencies/institutions
- Consortiums of the above (Joint Ventures)

must have or create a physical presence in the county(s) that they are proposing to provide services in. This funding is not intended to support the development and start-up costs of a new organization or program.

4. AVAILABLE FUNDS

At this time, the amount of funds available for allocation is unavailable. For informational estimates, the amounts below approximate what may be available per geographic area, based on prior year funding:

WIOA Title I: \$2,355,000		
Marin OSO	=	\$75,000
Marin CSP	=	\$875,000
Napa OSO	=	\$65,000
Napa CSP	=	\$735,000
Lake OSO	=	\$50,000
Lake CSP	=	\$555,000

WANB anticipates that future year funds will be of similar amounts, although this is subject to actual availability of funds and any relevant laws, regulations, and policies, as well as subcontractor performance.

5. FORMAL SUBGRANT

(Note: “Subrecipient and Contractor” and “Subgrant and Contract” are meant to be interchangeably used for the purposes of this RFP.)

All successful respondents will be required to enter into a standard form subgrant

agreement with WANB. Subgrant agreements entered into under this RFP will be subject to modification required by amendments to WIOA, the issuance of the WIOA final regulations, the California Workforce Development Board's "Final" Plan, and State legislation, policy directives and regulations.

Respondents are advised that in order to assist the efforts of the WDB in targeting its programs, all recipients of funds from WANB will be required to publicize the fact that the program it operates is funded, in whole or in part, by the WANB. As such, any organization or consortiums of organizations that receive funding as a result of this RFP will promote services provided in accordance with WANB marketing and outreach policies pertaining to the AJCC system. All subgrants will contain a provision requiring the subrecipient to abide by these requirements.

6. TERM OF SUBGRANT

All subgrants will be awarded for a one-year term beginning July 1, 2017 and ending June 30, 2018. Subject to fund availability and contractor performance, WANB shall have the exclusive option to extend any subgrant awarded for three (3) additional one (1) year terms (see Section 1, Item 7, "Extension of Subgrants," for further details regarding subgrant extension). If extended, the additional terms would be as follows:

July 1, 2018 and ending June 30, 2019;
July 1, 2019 and ending June 30, 2020;
July 1, 2020 and ending June 30, 2021 (final term).

All proposals must include first year budgets. Funds will be allocated on an annual basis and subgrant agreements will include a maximum dollar amount which cannot be exceeded in each year. Unspent funds for each fiscal year will be returned to WANB.

7. EXTENSION OF SUBGRANTS

Every subgrant will contain a provision permitting WANB, at any time prior to termination of the subgrant, the sole option to extend or renew the subgrant for additional periods of time, up to a total of three additional years. WANB may exercise such options prior to July 1 in any given year through and including July 1, 2019. The decision to exercise the option to extend or renew, and the length of time for any extension or renewal, shall be made by WANB in its sole discretion. If WANB exercises its discretion to extend the subgrant for an additional term(s), based upon subrecipient performance and the existing conditions, WANB may, in its sole discretion, provide extensions on program performance or budget modifications. In addition, extended subgrants may be modified as identified in Section 1, number 16 of this RFP.

8. RESPONSE FORMAT

Interested respondents must respond to this RFP using the proposal response content and sequence provided in Section III of this RFP. **This section provides flexibility of format, and respondents are responsible to make sure the proposals address the items that are articulated in Sections II & III.**

WANB reserve the right to make an award without further discussion of the proposal submitted. Therefore, proposals should be submitted initially with the most favorable terms that the respondent can propose.

9. RFP BIDDER'S CONFERENCE

WANB will conduct three optional Bidder's Conferences. The conference is provided so that respondents have the opportunity to raise any questions they may have pertaining to the development of their proposals. It is not the intent of WANB to offer personalized technical assistance, but rather to provide examples, clarify information or answer questions pertaining to this RFP. The Bidder's Conference, which will include a review of the RFP and a question and answer period, will be held on:

Marin County: Monday, February 13, 2017 @ 9:30 AM
120 North Redwood Drive, Redwood Room, San Rafael, CA

Napa County: Tuesday, February 14, 2017 @ 11:00 AM
650 Imperial Way, Napa, CA

Lake County: Wednesday, February 15, 2017 @9:30 AM
55 First Street, Lakeport, CA

PLEASE BE ADVISED THAT QUESTIONS REGARDING THE PREPARATION OF INDIVIDUAL RESPONSES TO THIS RFP WILL ONLY BE ANSWERED AT THE BIDDER'S CONFERENCE. PROPOSERS ARE STRONGLY ENCOURAGED TO ATTEND SO THAT THEY WILL HAVE ACCESS TO THE SAME INFORMATION AS OTHER PROPOSERS. A written record of questions and answers resulting from the Bidder's Conference will be kept and posted on line at: www.workforcealliance.net.

10. PROPOSAL DEADLINE AND SUBMITTAL PROCEDURE

All proposals must be in the WANB office and time-stamped by the WANB Clerk of the Board no later than **5:00 p.m., P.S.T., Tuesday, March 3, 2017**. NO EXCEPTIONS. NO APPEALS WILL BE ACCEPTED FOR LATE PROPOSALS.

To be considered for funding, respondents must submit ONE (1) complete copy in

electronic format and EIGHT (8) separate paper copies of their proposal developed in response to this RFP.

- ONE (1) copy must have original signature(s) and be identified as the original.
- The remaining SEVEN (7) copies may be reproductions of the original and need not include the “References” page(s).
- Submit the electronic copy on a flash drive. Do not submit a “zip” file.

Do not bind copies or use section dividers. Use binder clips to keep copies separate.

The proposal must be signed by an appropriate official who is authorized to submit the proposal for the responding agency(s). The proposal must also include documentation indicating by what authority (e.g. resolution) the person(s) is/are authorized to negotiate and contractually bind the responding agency(s), if selected.

The following process will apply to all proposals submitted:

- All timely submitted proposals will be received and placed in an envelope. No determination will be made on the responsiveness to the RFP at the time of submittal.
- No proposal will be accepted after the submittal deadline.
- Staff will inform the WANB Regional WDB and Governing Board of any non-responsive proposals to the RFP and those wishing to address the above circumstances will be allowed to do so before the WANB Governing Board.

Costs for developing the proposals are solely the responsibility of the respondents. WANB will not provide reimbursement for such costs. The proposal documents shall become the property of WANB upon submission.

11. SELECTION/EVALUATION PROCEDURE AND CRITERIA

Final selection of service providers in Napa, Marin, and Lake Counties is the responsibility of the WANB Governing Board. In order to assist the WANB Governing Board in making funding decisions, the following may occur:

- WANB staff will evaluate each proposal for completeness and adherence to the RFP guidelines;
- A proposal evaluation committee consisting of workforce industry professionals and WANB workforce development board members may provide an evaluation of the quality of the proposals and prepare a written rating.
- WANB Local Advisory Subcommittees will select a successful respondent(s) (for their geographic area) after reviewing proposals and considering the proposal evaluation

- committee rating. If necessary, the WANB Local Advisory Subcommittee may choose to interview respondents;
- The WANB Regional WDB will accept or reject local steering committee recommendations and forward their recommendation to the WANB Governing Board.

The following is a summary of the evaluation considerations:

Statement of Need

A description of the proposed one stop operator services, and/or career services (basic and individualized) training, and follow-up services that is linked to community need, participant outcomes and that is clearly written. It may include:

- Specific and concise statements regarding the purpose of the proposed one stop operator, career, training and follow-up services.
- A description of the proposed customer base, the numbers to be served, customer needs, and proposed strategies to address the customer training needs.
- A description of the geographic area to be served.
- Clarity of proposed outcomes and strategies to achieve the outcomes
- A description of how the outcome goals will benefit the community.

Contractor Qualifications

- The respondent adequately described its ability (experience, history of successful outcomes, qualified staff) to provide the proposed service(s).
- The respondent demonstrated a willingness and ability to comply with all Workforce Alliance of the North Bay (WANB) policies.
- The respondent demonstrates its ability to utilize the CalJOBS Virtual One Stop System (VOS), maintaining adequate information technology infrastructure, and providing adequate related information technology support. At a minimum, the respondent must provide high speed internet access, computers and printers for customers and staff, internal wiring, and all required connections.

Collaborative Partnerships

- A clear demonstration of established partnerships and leveraged resources. Where such partnerships are nonexistent or underachieved, a plan on how to create and cultivate strong partnerships.
- A description of the proposer's ability to coordinate within the AJCC(s) including information on its collaborative partners.
- A description of the proposer's ability to develop collaborative partnerships, eliminate duplications of effort, increase efficiencies of operation, and use the expertise of varying partners.

- Information on leveraged resources, including how leveraged funds will expand the services offered to job seekers.
- The extent to which the following one-stop partner programs (as applicable) required under WIOA are accessible to customers, preferably in a co-located facility:
 - WIOA Title I, Adult, Dislocated Worker and Youth
 - WIOA Title II, Adult Education and Literacy
 - WIOA Title III, Wagner-Peyser
 - WIOA Title IV, Vocational Rehabilitation
 - Carl Perkins Career Technical Education
 - Title V Older Americans Act
 - Job Corps
 - Native American Programs (section 166)
 - Migrant Seasonal Farmworkers (section 167)
 - Veterans
 - Youth Build
 - Trade Adjustment Assistance Act
 - Community Services Block Grant
 - Housing & Urban Development
 - Unemployment Compensation
 - Second Chance Act
 - Temporary Assistance for Needy Families/CalWORKs

Program Management

- The history, purpose, experience, staffing, and services provided by the organization are clearly described and indicate successful provision of workforce development programs and services.
- The organization's internal fiscal system and fiscal controls are clearly described and capable of meeting WIOA reporting and monitoring requirements.
- The internal process used to evaluate and monitor the organization's proposed services and progress toward performance goals is clearly described and is consistent with federal and state requirements, and will ensure program and performance accountability.
- The organization's information technology infrastructure is clearly described and is adequate to provide access to and use of the CalJOBS Virtual One Stop System (VOS) for electronic case management and all other technology related functions. This includes a demonstrated ability to provide technical and functional support for applicant agency-supported high speed internet access, computers and printers for customers and staff, internal wiring, and all required connections.
- The proposed budget and budget narrative align with the proposed services and is appropriate and reasonable.

Demonstrated Performance

WANB-Funded Operators

In addition to the evaluation criteria outlined above, all proposers who are either current or past (post-July 1, 2016) WANB-funded program operators will be evaluated on their overall past program performance and ability to meet contractual performance standards for up to the last three fiscal years. The data used to evaluate programs will be provided by WANB's Program Monitoring, Fiscal Monitoring and Information System Units.

Proposers with no past/current WANB program experience

Other organizations not currently or previously funded by WANB, and service providers who received WANB funds prior to July 1, 2014, will be evaluated in part based on information obtained from references. References will be asked to provide an assessment of program performance and capabilities, including:

- Actual performance vs. planned goal.
- Customer satisfaction.
- Type of program/service(s) funded.
- Participant characteristics (i.e., number served, age, target groups, etc.).
- Geographic area served.
- Grant amount and duration (including date(s) funded).
- Fiscal accountability.
- Reporting and record keeping performance/capabilities.
- Organization's responsiveness to requests from their funder.

Please note that WANB reserves the right to directly contact all references for past program information.

Price/Cost Reasonableness/Justification

All respondents will be evaluated based on the reasonableness of the cost of their proposal as compared to the historical cost of similar programs. WANB will review budgets for the reasonableness of cost items in relation to the type and length of service. WANB will compare costs in the proposal to the costs of other proposers with similar programs to assess the competitiveness. Applicants should provide as accurate an estimate of the service activity cost as possible.

The proposed costs must be justified in the narrative and budget. Merely stating that the proposer will be serving a group with difficult barriers to overcome will not justify a high cost. The proposer must describe the additional services to be

provided to overcome these barriers and point out the extra cost items in the budget which are needed to provide these additional services. If proposers are planning to cover such costs with leveraged funding, the details of that strategy should be shown.

12. PROTEST PROCEDURES TO RESOLVE PROCUREMENT DISPUTES

All protests to resolve disputes concerning this RFP shall be written, must specify in detail the grounds of the protest, the facts and evidence in support thereof and the remedy sought. The written protest must be delivered to the Clerk of the Board, Workforce Alliance of the North Bay, 120 North Redwood Drive, San Rafael, CA 94903 within the time limits provided below. In the absence of a timely and properly submitted written protest, no party responding to this RFP shall be eligible for any remedy.

Any proposer desiring to protest a funding determination concerning this RFP or the recommendation of the WANB staff must file a protest, in writing, to Bruce Wilson, Executive Director, Workforce Alliance of the North Bay, 120 North Redwood Drive, San Rafael, CA 94903 by Friday, May 26, 2017 at 5:00 p.m. The WANB Governing Board shall resolve any protest based upon the written protest and any oral or written response thereto provided by staff. Any WANB Governing Board resolution shall be made prior to any funding determination under this RFP. The WANB Governing Board's decision is final.

13. START-UP AND PROGRAM OPERATION

The program start date is July 1, 2017 contingent upon successful respondents receiving Governing Board approval and meeting WANB's insurance requirements. This RFP will not support the infrastructure development and start-up of a new organization.

14. LIMITATION

WANB shall not pay for any costs incurred by the responding agency in the preparation of proposals. Completion of pre-qualification requirements of this RFP does not, in any way, obligate WANB to award a subgrant.

WANB reserves the right to accept or reject any or all proposals, to negotiate with all qualified sources, or to cancel in part or in its entirety this RFP, if it is in the best interest of WANB to do so. If only one responsive proposal is received, WANB will deem this RFP to have failed. In such an event, WANB may, in its sole discretion, proceed with sole source procurement or cancel this RFP and proceed with a new competitive procurement.

WANB will require successful respondent agencies to participate in subgrant

negotiations and to submit any programmatic, financial, or other revision of their proposal as may result from negotiations prior to any subgrant finalization. WANB shall reserve the right to terminate, with or without cause, any subgrant entered into as a result of this RFP process.

15. CONSORTIUM (JOINT VENTURE)/SUBCONTRACTING

In the event that a respondent proposes to provide a joint venture proposal (proposals involving more than one service provider), the respective areas of responsibility germane to program administration, program operators, program cost and program performance (including job development, case management, training and reporting) must be clearly delineated. Joint venture projects shall involve shared responsibility between entities and shall not allow one party to simply become a “pass-through” for funding. Joint ventures are jointly and severally liable for the program. Joint ventures shall indicate the lead fiscally responsible agency and the manner in which funding under this RFP will be distributed.

Subcontracting: Proposers must clearly delineate in the proposal any plans to subcontract, identify with clarity the nature and scope of any planned subcontracting activity, and identify and verify the capability of the proposed subcontractor(s). WANB reserves the right to approve the form and content of all subcontracts.

16. MODIFICATION OF SUBGRANTS

Any subgrant funded pursuant to this RFP may be unilaterally modified by WANB upon written notice to the subrecipient under the following circumstances:

- The Federal or State Government increases, reduces, or withdraws funds allocated to WANB under WIOA Title I, or
- There is a change in Federal or State law or regulations or the policies and procedures of the Governor and/or the California Workforce Development Board or WANB are amended, revised or modified.

Proposers should be cognizant of ongoing workforce system changes and are expected to be familiar with ongoing federal and state policy guidance.

17. CONFIDENTIALITY

Respondent acknowledges and agrees that WANB is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Respondent's proprietary information is contained in documents or information submitted to WANB, and Respondent claims that such information falls within one or more CPRA

exemptions, Respondent must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information.

In the event of a request for such information, WANB will make reasonable efforts to provide notice to Respondent prior to such disclosure. If Respondent contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law before WANB's deadline for responding to the CPRA request. If Respondent fails to obtain such remedy within WANB's deadline for responding to the CPRA request, WANB may disclose the requested information without penalty or liability.

SECTION II

1. THE STATE AND LOCAL WORKFORCE DEVELOPMENT SYSTEM

The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014. The intent of the WIOA legislation is to arm workers with the skills necessary to meet business needs and to provide business with access to the talent pool necessary to compete in local, regional, and global economies. This is achieved by assisting workers, including those with barriers to employment, with access to employment, education, job-driven training, and support services. WIOA also emphasizes improving services to business, enhancing program coordination and streamlining service delivery, utilizing new technology, increasing the flexibility of governance, and increasing accountability and transparency. Additionally, WIOA requires quality training that leads to industry-recognized credentials, earn and learn approaches that encourage the coordination of work and learning, regional planning and service coordination, and implementation of sector-based strategies and career pathways.

California's one-stop delivery system, the America's Job Center of California (AJCC), is a locally-driven system which develops partnerships and provides programs and services to achieve three main policy objectives established by the California Workforce Development Board (CWDB) in its Unified Strategic Workforce Development Plan. Those objectives are:

- Foster demand-driven skills attainment
- Enable upward mobility for all Californians
- Align, coordinate, and integrate programs and services

These objectives are to be accomplished by ensuring access to high-quality AJCCs that provide the full range of services in accordance with the following strategies:

- Sector Strategies
- Career Pathways
- Utilizing "Earn and Learn" Strategies
- Providing Supportive Services
- Building Cross-System Data Capacity
- Integrating Services and Braiding Resources
- Regional coordination of service delivery

Service providers funded under this RFP will be working toward the system goals outlined in the State of California, North Bay RPU regional, and WANB local strategic plans. Bidders should familiarize themselves with these documents. The plans can be found at the following link: www.workforcealliance.net.

2. THE WIOA ADULT/DISLOCATED WORKER SERVICE DELIVERY SYSTEM

Job seekers in our region generally display a significant skills mismatch for available openings. These job seekers need the opportunity to gain skills through advanced education and training and gain labor market relevant credentials that are valued by employers.

The U.S. Department of Labor has instituted the America's Job Center (AJC) to provide for a single access point for persons seeking employment and the State of California has implemented this approach through its America's Job Center of California (AJCC) program. In conjunction with this program, the Workforce Alliance of the North Bay through this RFP is establishing job center system(s) to provide these services in Marin, Napa, and Lake Counties.

The WANB expects that career services (basic and individualized) and training services to be customer-driven, easily accessible, and customized to meet the specific needs of employers in the region. In addition, services should be comprehensive and performance-based. The WANB AJCC system must foster the potential to unite business, education, community, and public agencies to meet the needs of employers and job seekers through a comprehensive range of workforce development activities, and strategic partnerships. Job seekers must have universal access to a variety of tools and services including assessments, career coaching, labor market information, job search assistance, education and skills training, including on-the-job training, customized training, and vocational training. AJCC system staff should provide services and outreach to job seekers, including special populations, such as dislocated workers, veterans, people transitioning from the justice system, limited English proficient individuals, high-risk youth, low-income individuals and those with disabilities.

3. ALLOWABLE ACTIVITIES

Services solicited under this RFP include both the One-Stop Operator and the Career Services Provider (basic and individualized) including training & follow-up. Career Services are intended to prepare low-skilled adults and/or dislocated workers to successfully enter employment and/or education/training in an approved sector, and improve long-term employment outcomes for individuals accessing services.

Proposed services must support skills development, the attainment of industry-recognized/industry relevant credentials and degrees, and prioritization of career pathways in high demand sectors. Respondents must demonstrate their ability to recruit and identify low-skilled job seekers and populations with barriers to employment, and provide them with services necessary for entry into career pathways in high demand or high growth industry sectors/clusters in the region. In addition, proposers must demonstrate their ability to provide follow-up services for 12 months after a customer's entry into unsubsidized employment, which is critical to ensuring

long-term employment success.

See the following table for a list of allowable Adult and Dislocated Worker activities under WIOA.

Workforce Investment and opportunity Act (WIOA) Title I Adult and Dislocated Worker Programs PY 2016-2017 ALLOWABLE ACTIVITIES			
	Career Services- Basic	Career Services- Individualized	Training Services
Activity	Outreach/Intake/Orientation Initial Assessment Eligibility Job Search and Placement Referral/Coordination Labor Market Information Program Information Technology Resources	Comprehensive/Specialized Individual Employment Plan Counseling Career Planning Short-term Pre-vocational services Internship/Work Experience (unpaid) Workforce Preparations Activities Financial Literacy Support Services English Language Acquisition Case Management	On-the-Job Training GED Preparation Vocational English-as-a-Second Language Pre-apprenticeship Apprenticeship Entrepreneurial Training Occupational Skills Training Job Readiness Training Combined Workplace /Classroom Training Incumbent Worker Training
Follow –up Services			

Vision for service delivery system

WANB is working toward a service delivery model that enhances its ability to meet the needs of both its job seeker and business customers, by operating an integrated system that eliminates programmatic silos and better guides job seeker customers to career pathways in the sectors most critical to the local/regional economy. This approach seeks to operate a system that ensures that business and industry are the primary customers whose needs serve as the foundational core of our operations. The model as a whole requires both subrecipient staff and WANB staff to work together to ensure operational success as well as to share the necessary information and data to allow for effective service delivery and continuous improvement.

WANB expects successful proposers to provide strong efforts to increase the coordination of services by AJCC partners, and to strive for fully leveraged career and training centers that meets the career, education and training needs of our local residents and business community. The AJCC must offer the full breadth of Workforce Innovation and Opportunity Act (WIOA) services, Adult Education, Career Technical Education services of the Community College, and other employment services from mandated community partners. WANB expects that both the One-Stop Operator and WIOA Service Provider selected by this proposal will work together for continuous improvement of this vision. This will allow residents to go to the local AJCC (ideally one location) to access the following:

- Resource rich career center with information and services relevant to the regional economy.
- Career research and labor market information.
- Robust orientation to full breadth of center services.
- Career counseling and case management.
- Assessment & training plan development.
- Support services such as child care, books, supplies, tutoring, etc.
- Subsidized work experience such as internships and on-the-job training.
- Workshops on employability skills, resume writing, interviewing, discovering the hidden job market, etc.
- Vocational English as a second language.
- Tuition assistance for training.
- Job development and career fairs.

Training provided to customers should be based on the following tenets:

- Contextualized learning – focused on curricula and instructional strategies that make work a central context for learning and help students attain work readiness skills.
- Industry recognized skills – leading to the attainment of employer endorsed credentials that have value in the labor market.
- Multiple entry and exit points – enabling workers of varying education and skill levels to enter or advance in a career pathway in a specific sector or occupational field.
- Intensive wraparound services – incorporating academic and career counseling & wraparound support services (particularly at points of transition).
- Stackable educational/training options – that include secondary, adult and postsecondary education and training that is arranged in a non-duplicative progression of courses, clearly articulating one level of instruction to the next. This strategy provides opportunities to earn postsecondary credits and postsecondary credentials that have value in the labor market.
- Designs for Working Learners – to meet the needs of adults and non-traditional students who often need to combine work and study, providing child care services and accommodating work schedules with flexible and non-semester-based scheduling, alternative class times and locations, and innovative uses of technology
- Earn while you Learn – allowing students to earn money while also completing their training plan (i.e., apprenticeship model).

One-Stop Operator Description

The primary functions of the One Stop Operator (OSO) is to ensure coordination of partners within the AJCC, ensure the smooth daily operation of the AJCC, and coordinate with career services and WANB staff. WANB defines the One-Stop Operator’s job description as follows:

- Provide functional coordination of all One-Stop Career Center required services, including all services provided by entities that have entered into One-Stop Memorandums of Understanding (in accordance with WIOA).
- Ensure the appropriate delivery of workforce development services in accordance with all governing laws, statutes, regulations, guidance and policies.
- Coordinate all AJCC activities with the WANB's staff.
- Promote a single point of entry (electronic and physical) for job seekers.
- Continue to develop and enhance the workforce development system by focusing on a fully coordinated and integrated service delivery model that is market driven and offers value-added services to job seekers.
- Assure the delivery of services to individuals at the AJCC with limited English proficiency, disabilities, or other significant barriers.
- Promote adoption of creative and innovative methods and best practices in the delivery of the required services.
- Develop and maintain written policies, i.e., broad operational guidelines (such as hours of operation, etc.) that will outline the responsibilities and objectives of each of the One-Stop Partners while providing excellent customer service.
- Maintain the One-Stop Memorandums of Understanding; confirm with WANB staff that MOU's or agreements are on file. Ensure that the One-Stop Partners adhere to MOU's, agreements and reporting procedures. The subrecipient will work with One-Stop Partners to ensure that training regarding the partner services are provided to One-Stop staff.
- Ensure One-Stop partners follow the policies of the WANB and AJCC system.
- Facilitate meeting(s) of all One-Stop partners to ensure that each partner's detailed procedures for service will be made known to all of the other partners.
- Serve as staff to the One-Stop partners, speaking with one voice. Lead actions taken by the One-Stop partners as a whole, ensuring that such action is compliant with WANB, State and Federal policies and regulations.
- Increase customer satisfaction by developing flows and processes that are driven by feedback from both business and job seeker customers.
- Ensure timely and efficient handling of customer visits to the AJCC and incoming telephone calls.
- Coordinate and schedule facilities usage such as, but not limited to classrooms, assessment, and conference rooms.
- Enforce procedural, conduct, and appearance policies of the AJCC.
- As is applicable, abide by all Federal, State, and WANB procurement policies.
- Maintain records of all program related expenditures by cost categorization.
- Follow any current and future WANB administrative directives especially those directives that concern: fiscal responsibilities of the day-to-day operation of the One-Stop Center, Equal Employment Opportunities, and the Americans with Disabilities Act.
- Advise and assist the WANB Board on all items relevant to One-Stop Credentialing.

- Further, it is the One-Stop Operator’s responsibility to ensure non-discrimination and equal opportunity in all programs and services administered by the AJCC. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment on the basis of race, color, religion, sex, national origin, disability, age, political affiliation, marital status, sexual orientation or identity, marital status, medical conditions or military/veteran status, and each customer shall have such rights as are available under any applicable Federal, State, or local law prohibiting discrimination.

Career Services Description

With the passage of WIOA, the former Workforce Investment Act (WIA) core and intensive services are now merged into a new category entitled “career services.” The career services category includes basic career services and individualized career services. Basic career services do not require enrollment into WIOA and are not subject to priority of service requirements. Individualized career services and training services, however, require enrollment into WIOA and are subject to priority of service. While an individual client will access the below services on a case-by-case, as needed basis, respondents must make all of the below services available, either directly or through referral to partners.

Basic Career Services

Basic career services must be made available to all individuals seeking services offered by the one-stop delivery system, and include the following:

- **Program Eligibility** - Determinations of whether the individual is eligible to receive assistance from the adult, dislocated worker, or youth programs.
- **Outreach, Intake, and Orientation** - Orientation intended to provide information on services available through the AJCC system.
- **Initial Assessment** - The assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive service needs.
- **Labor Exchange** - Job search and placement assistance, including the provision of information on in-demand industry sectors and occupations, and on nontraditional employment.
- **Referrals to Partners** – The provision of referrals to and coordination of activities with other programs and services, including those within the AJCC system and, when appropriate, other workforce development programs.
- **Labor Market Information** – The provision of workforce and labor market employment statistics information, including the provision of information on targeted sectors for the local area, job vacancy listings, and information relating to

local in-demand occupations and the earnings, skill requirements, and opportunities for advancement for those jobs.

- **Training Provider Performance and Cost Information** – The provision of performance information and program cost information on providers approved on the State of California’s Eligible Training Provider List.
- **Supportive Services Information** - Information relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including 1) child care, 2) assistance through the earned income tax credit, 3) housing counseling and assistance services sponsored through the U.S. Department of Housing and Urban Development, 4) assistance under CalWORKs, and other supportive services and transportation provided through that program, 5) transportation support, 6) other supportive services information deemed appropriate.
- **Unemployment Insurance (UI) Information and Assistance** - Information and assistance regarding filing claims under UI programs, up to and including assisting individuals in filing a claim either on-site using staff who are properly trained in UI claims filing, and/or the acceptance of information necessary to file a claim.
- **Financial Aid Information** - Assistance in establishing eligibility for training providers offering financial aid assistance for training and education programs not provided under WIOA.

Individualized Career Services

Individualized career services consist of the following:

- **Comprehensive Assessment** - Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include the diagnostic testing, and use of other assessment tools, and/or in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.
- **Individual Employment Plan (IEP)** – The development of a plan that identifies the career goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including remediation of barriers to employment.
- **Counseling** – Individual and/or counseling and mentoring.
- **Career Planning** – Includes comprehensive case management.
- **Short-term Prevocational Services** – Services are geared towards assisting customers obtain and/or improve communication skills, interviewing techniques, learning the importance of punctuality, personal hygiene, and professional conduct to prepare individuals for unsubsidized employment and/or training. In some instances, pre-apprenticeship programs may be considered short-term pre-vocational services.
- **Unpaid Internships and Unpaid Work Experience** – These services must be linked to career pathways.

- **Out-of-Area Job Search** – Information and job search assistance on out-of-area job markets, as well as relocation information.
- **Financial Literacy** - Services may include 1) teaching customers how to create household budgets, initiate savings plans, make informed financial decisions about education, retirement, home ownership, wealth, or other savings goals; 2) teaching customers the ability to manage spending, credit, and debt, including credit card debt, effectively; 3) teaching customers about the availability of credit reports and scores, including determining their accuracy, as well as their effect on credit terms; and, 4) teaching customers how to understand, evaluate and compare financial products, services, and opportunities.
- **English Language Acquisition** - Services intended to increase the English language proficiency levels of customers to increase employment marketability.
- **Workforce Preparation** - Services are intended to help customers acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education or training (high-school diploma or equivalent), or employment.

Training Services

Training services consist of the following:

- **Vocational Skills Training** - Secondary or postsecondary education programs available in regular or trade schools or through separate vocational centers or programs* that provide formal preparation for semiskilled, skilled, technical or professional occupations.
- **On-the-Job Training (OJT)** is an activity designed to place low-skilled adults who are unemployed, into full-time jobs on a “hire first” basis where supervision and training are provided by the employer. OJT affords customers the opportunity to be trained or retrained while acquiring the work skills necessary to succeed in and retain employment while contributing to an employer’s productivity.

Under WANB’s OJT policy, employers may be eligible for reimbursement of up to 50 percent of the wages during the training period for the participant. An OJT contract must be limited to the period of time required for a customer to become proficient in the occupation for which the training is being provided. In determining the appropriate length of the contract, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the customer, prior work experience, and the customer’s Individual Employment Plan.

Respondents may consider coordinating OJT services with other like partner services such as subsidized employment programs.

- **Vocational English-As-A-Second Language (VESL) and/or General Education Development/High School Completion Services (GED Preparation)** provided concurrently or in combination with other career or training services.

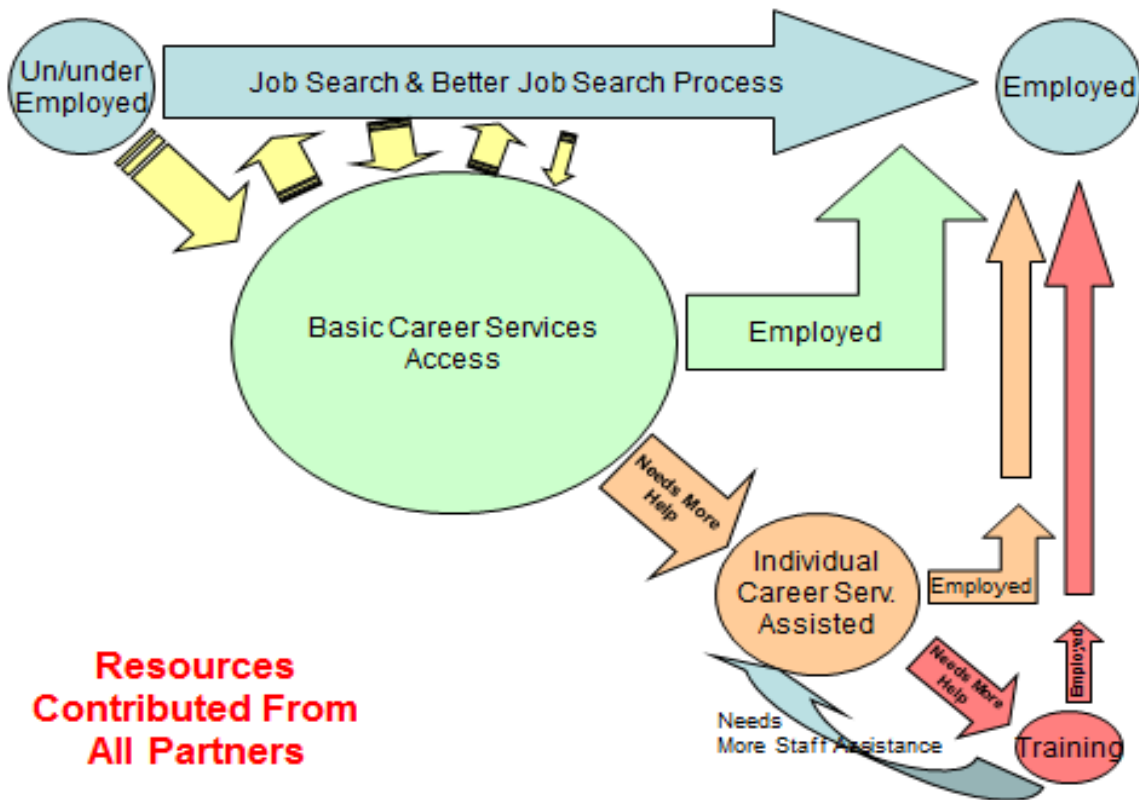
VESL curriculum must integrate job search and vocational skills. Curriculum must provide customers the basic knowledge of vocational English that is necessary to obtain a job and may include, but is not limited to, a review of American workplace expectations, employment seeking techniques and strategies, employer/employee rights, resume preparation, job interviewing, vocational terminology, use of tools and equipment, and safety procedures. Curriculum may be offered as beginner, intermediate and advanced classes to meet the needs of different levels of learners.

GED Preparation GED Preparation services are designed to improve the skills of clients who did not graduate from high school, and assist them in passing the GED battery of tests. Passing the GED provides an opportunity for adults to participate in higher educational programs, as well as more employment opportunities, advanced workplace training and increases income potential.

- **Follow-Up Services** – *(applies to enrolled WIOA customers only)*

Follow-up services are critical to ensuring a customer's success in employment. Services may include referral to supportive services, addressing work-related issues that may arise, assistance in securing higher paying jobs, assistance with career pathway advancement, assistance with pursuing or continuing education or training, and the provision of work related peer support groups. Follow-up services must be made available to all enrolled customers for at least 12 months commencing on the date a customer obtains unsubsidized employment. The types and intensity of services provided must be determined based on the needs of the individual and may differ for each customer.

4. DIAGRAM OF WIOA CUSTOMER FLOW



5. RESPONSIBILITIES OF SUCCESSFUL RESPONDENTS

In addition to the programmatic requirements outlined above, successful respondents will do the following:

Ensure knowledge and understanding of the goals, objectives and strategies established by the State Unified Plan and the North Bay regional plan and WANB area local plan by:

- Educating staff on local area service priorities.
- Educating staff on WANB’s Strategic Plan mission, goals, and objectives. (Note: this document will be out for public comment in February and finalized in March 2017)
- Training staff on labor market information for targeted sectors and occupations with the best projected local demand.

Ensure that customers are able to access career pathways by:

- Aligning services with the talent needs of businesses.
- Provide staff development to ensure that staff has the information and skills necessary to help customers access local and regional sector pathways.

- Coordinating the supportive service needs of the customer to ensure long-term success.

Be accountable for performance by ensuring:

- All staff are trained and informed of anticipated performance outcomes.
- Systems exist to measure and track performance, customer satisfaction and continuous improvement.
- Performance goals and measures are met or exceeded.

Leverage resources and funding to expand and enhance services offered to job seekers by:

- Leveraging in-kind and/or cash contributions.
- Bringing added value and resources to the AJCC system and the community through new partnerships and initiatives.

Be customer and community-focused by:

- Coordinating with the community, local business and business associations, and AJCC system partners.
- Utilize customer feedback mechanisms and human centered design to allow for continuous system improvement.
- Being proactive in communication and problem solving.

6. CUSTOMER ELIGIBILITY

Funding for the services included in this RFP come from the WIOA, Title I, Adult and Dislocated Worker programs. Please refer to (20 CFR, Part 680.130 & 680.210) . In summary, eligibility requirements for these programs are:

WIOA ADULT:

- Unemployed, underemployed (as defined by WANB), and low-income (as defined by WANB);
- Have been determined to be in need of career services and/or training services and to have the skills and qualifications to successfully complete the selected career services and/or training program;
- Are unable to obtain assistance from other sources to pay the costs of such training, including Federal Pell Grants established under Title IV of the Higher Education Act of 1965, or require WIOA assistance in addition to other sources of grant assistance, including Federal Pell Grants; and
- Are determined eligible in accordance with the State and WANB priority system in effect for adults under WIOA.

WIOA DISLOCATED WORKER:

- Has been terminated or laid off, or has received a notice of termination or layoff from

employment;

- Has been terminated or laid off or received notification of termination or layoff from employment as a result of a permanent closure or substantial layoff
- Is eligible for or has exhausted unemployment insurance;
- Has demonstrated an appropriate attachment to the workforce, but is not eligible for unemployment insurance and is unlikely to return to a previous industry or occupation;
- Is employed at a facility where the employer has made the general announcement that the facility will close within 180 days;
- Was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community or because of a natural disaster; or
- Is a displaced homemaker who is no longer supported by another family member.

7. PRIORITY OF SERVICE

As required under WIOA Section 134(c)(3)(E), with respect to individualized career and training services funded with WIOA adult funds, priority of service must be given to recipients of public assistance, other low-income individuals, individuals who are basic skills deficient and other individuals in accordance with WANB policies around priority of service. Priority of service status is established at the time of eligibility determination and does not change during the period of participation. Priority does not apply to the dislocated worker population.

Veterans and eligible spouses continue to receive priority of service among all eligible individuals; however, they must meet the WIOA adult program eligibility criteria and meet the criteria under WIOA Section 134(c)(3)(E).

8. WIOA PERFORMANCE MEASURES

WIOA Adult and Dislocated Worker Measures are:

- **Entered Employment** – the number of customers who are employed in the 2nd quarter after exit.
- **Employment Retention** - the number of customers who are employed in 4th quarter after exit.
- **Median Earnings** – the median earnings of those customers who were employed in the 2nd quarter after exit.
- **Credential/Diploma** – the percentage of customers who obtain an industry-recognized postsecondary credential, secondary diploma, or equivalent, during participation or within 1 year of exit.

- **Skills Gain** – the percentage of customers who during a program year are in education that leads to a recognized postsecondary credential or employment and who are achieving measurable gains towards those goals.
- **Employer Effectiveness** - TBD

PY 2016-17 Final Performance Goals				
	Adults	Dislocated Workers	Youth	
Employment Rate 2nd Quarter After Exit	61%	63%	62.4%	Employment or Placement Rate 2nd Quarter After Exit
Employment Rate 4th Quarter After Exit	55%	58%	56%	Employment or Placement Rate 4th Quarter After Exit
Median Earnings 2nd Quarter After Exit	\$4300	\$6500	BASELINE	Median Earnings
Credential Attainment within 4 Quarters After Exit	52.9%	52.9%	40%	Credential Attainment within 4 Quarters After Exit

PY 2017-18 Final Performance Goals				
	Adults	Dislocated Workers	Youth	
Employment Rate 2nd Quarter After Exit	61%	63%	62.4%	Employment or Placement Rate 2nd Quarter After Exit
Employment Rate 4th Quarter After Exit	55%	58%	56%	Employment or Placement Rate 4th Quarter After Exit
Median Earnings 2nd Quarter After Exit	\$4300	\$6600	BASELINE	Median Earnings
Credential Attainment within 4 Quarters After Exit	52.9%	52.9%	42%	Credential Attainment within 4 Quarters After Exit

Local Measures:

Funded AJCC centers in Marin, Napa, and Lake may also be accountable to other indicators of success identified by the WANB Regional Workforce Development Board. The local measures may include:

- Cost per customer served and placed.
- Number of employers utilized/market penetration.

- Training completion rate (set at 85%).
- Training in WANB's approved occupational clusters for the region (currently set at 90%).
- Accurate documentation of career and training services in CalJOBS.
- Job seeker/employer customer satisfaction.
- Submission of timely and accurate reports to WANB, both Fiscal and programmatic.

9. PROGRAM AND REPORTING REQUIREMENTS

Management Information System/Fiscal Reporting Requirements

WANB has established specific reporting processes to administer its programs. These include:

- Management Information Systems (MIS) reports; and,
- Monthly Fiscal Reports.

The details for accomplishing the above will be provided to all funded programs.

Nondiscrimination Requirements

All programs must not deny any individual an opportunity to participate in services based on grounds 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. Furthermore, the agency agrees to ensure that all qualified applicants receive consideration for employment and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for 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.

Use of Education Grants and Loans for WIOA Customers

WIOA training resources may be used in conjunction with educational assistance funds, so long as there is inadequate grant assistance from other sources available to pay for the costs. All available sources of funds, excluding loans, shall be considered in determining an individual's overall need for WIOA funds. In all cases, WIOA funding should be used to support training costs only after other available funding sources have been utilized. The exact mix should be determined based on the availability of funding for either training costs or supportive services, with the goal of ensuring that the costs of the training program the individual selects are paid (as appropriate) and that cost appropriate supportive services are available so that the training can be completed successfully.

10. RESOURCES

WIOA Directives - All services funded under this RFP must comply with applicable Federal and State WIOA Directives/Policy/TEGL's. All WANB Directives and any revisions resulting from this RFP will be available on website at: www.workforcealliance.net. All service providers funded under this RFP are expected to attend occasional WANB technical assistance trainings as they arise.

WANB Priority Sectors and Occupational Clusters – WANB has identified priority sectors and high demand occupational sectors/clusters to focus training efforts to ensure that job seekers are being trained with skills that will meet the needs of employers in the region. The WIOA Adult and Dislocated Worker program focuses on occupations requiring short to moderate term post-secondary education and industry recognized credentials and degrees. Some occupations in these sectors/clusters reflect higher levels of education. These levels are not necessarily the only way an individual can become qualified to perform the duties of a given occupation. Other combinations of education, training, and/or experience may also be appropriate for job entry. The occupational sectors/clusters reflect employment projections according to education/training and have been identified as the fastest growing occupations and occupations with the most job openings. The current list of occupational sectors/clusters are as follows:

Hospitality & Tourism: This sector is comprised of establishments providing accommodation and food services for immediate consumption, and tourism services.

Manufacturing: This sector is comprised of establishments engaged in the mechanical, physical, or chemical transformation of materials, substances, or components into new products.

Health Care & Social Assistance: This sector is comprised of establishments providing health care and social assistance for individuals.

Professional & Business Services: This sector includes Professional, Scientific, and Technical Services firms engaged in a variety of activities in which human capital is the major input. This includes professional accounting, legal and engineering services. This sector also includes Other Business and Personal Services where firms are engaged in providing services including equipment and machinery repairing, promoting or administering religious activities, advocacy, and providing dry cleaning/laundry services, personal care services, pet care services, photofinishing services, and dating services.

Transportation & Warehousing: This sector includes industries providing transportation of passengers and cargo, warehousing and storage for goods, scenic and sightseeing transportation, and support activities related to modes of transportation.

Utilities: This sector is comprised of establishments engaged in the provision of utility services including electric power, natural gas, steam supply, water supply, and sewage removal.

Construction: This sector is comprised of establishments primarily engaged in the construction of buildings or engineering projects such as highways and utility systems.

Public Sector: This sector is comprised of federal, state, and local government agencies that administer, oversee, and manage public programs and services, and have executive, legislative, or judicial authority over other institutions within a given area.

SECTION III

1. PROPOSAL FORMAT REQUIREMENTS

Font:	STANDARD TYPE (12 point Arial or Times New Roman)
Spacing:	Double Spaced
Pages:	Single sided and numbered (do not number the title page and table of contents)
Margins:	1 inch
Paper:	8 1/2 x 11
One Original Plus Seven (7) copies of proposal and one (1) electronic copy on a Flash drive. <ul style="list-style-type: none">• “Zip” Files will not be accepted	
Original must have original signature(s) and be identified as the “Original.”	
Do not bind copies or use section dividers, and do not use staples.	
Pages must be numbered and exhibits labeled.	
DO NOT INCLUDE DOCUMENTS, ATTACHMENTS OR LETTERS THAT DO NOT SPECIFICALLY SUPPORT THE PROPOSERS NARRATIVE OR THE SERVICES SOUGHT THROUGH THIS RFP.	

2. INSTRUCTIONS FOR COMPLETING THE PROPOSAL APPLICATION

- Read each Section of this Request for Proposals (RFP) carefully.
- Section III of the RFP must be utilized as the proposal format.
- Separate proposals must be submitted for One Stop Operator and Career Services Providers for each geographic area.
- Provide the information required of each section as concisely and completely as possible. Be specific and, where appropriate or deemed necessary, provide examples that clarify descriptions.
- Provide information **in the exact order as it is requested** on the standard RFP response format provided. Include the title of each section.

Please note: WANB reserves the right to fund portions of OR specific components of the proposed application based on the needs of the local area and/or demonstrated ability/experience to provide the proposed services.

3. COMMON ERRORS TO AVOID WHEN RESPONDING TO THE RFP

In an effort to assist all agencies responding to RFP, a number of recurring errors commonly made by respondents in the preparation of proposals have been identified. WANB encourages respondents to review this listing of common errors in order to avoid repeating the mistakes of previous applicants. The listing is as follows:

1. Failure to submit the proposal by the RFP deadline;
2. Failure to submit the required number of copies;
3. Failure to follow the proposal format provided by, and required in, the RFP;
4. Failure to submit “unbound” copies of proposals;
5. Failure to number pages and label exhibits;
6. Failure to submit a complete copy of the document in electronic format;
7. Failure to address or provide all items requested under References;
8. Failure to submit the budget narrative;
9. Unclear Budget Summaries:
 - a. Discrepancies between line items and totals;
 - b. Blank categories with no explanation given;
 - c. Discrepancies between narrative and budgetary figures and/or totals.

Failure to comply with any part of this RFP may result in rejection of the proposal as non-responsive.

4. PROPOSAL COVER PAGE

Applicant Agency: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person(s): _____

Phone: _____ Fax: _____

E-Mail Address: _____

Agency Status:

Private non-profit: _____ Private for-profit: _____

Public Agency: _____ Other (Specify): _____

The _____ is pleased to submit the enclosed proposal(s) for:

1. One Stop Operator for (Check all that apply):

- a. ___ Lake County;
- b. ___ Napa County;
- c. ___ Marin County

2. Career Services Provider for (Check all that apply):

- a. ___ Lake County;
- b. ___ Napa County;
- c. ___ Marin County

A distinctly separate proposal response is hereby submitted for each of the noted areas checked above.

5. FUNDING REQUEST AND ACTIVITY:

Applicants must submit separate proposals for One Stop Operator and Career Services Provider. For Career Services Provider proposals please place the total amount requested for the proposed activity in Column A, the total number of customers to be served in Column B and the cost per customer in Column C.

Services	A. Total Amount Requested	B. Total # to be Served	C. Cost per Customer
One-Stop Operator Services			
Marin	\$		
Lake	\$		
Napa	\$		
Career Services			
Marin	\$		\$
Adult	\$		\$
DW	\$		\$
Lake	\$		\$
Adult	\$		\$
DW	\$		\$
Napa	\$		\$
Adult	\$		\$
DW	\$		\$
TOTALS	\$		\$

WANB reserves the right in its sole discretion, to select the funding source from which to award grants provided that the activities identified in the proposal may be funded from that source and categories. Grant recipients will be required to adhere to the statutes, regulations, or policies applicable to the funding source under which the funding is provided.

6. EXECUTIVE SUMMARY OF PROPOSER AGENCY'S PROPOSAL

Please provide a summary of the proposal - Maximum three (3) pages. Include a description of the following:

- An overview of the proposal.
- The entity's vision for the delivery of OSO services and/or career services (basic and individualized), and training, and follow-up services. How does the OSO fit into this vision?
- The entity's service delivery model, and the activities proposed to be provided.
- The role of AJCC partners and how they best integrate into a comprehensive delivery model.
- The entity's plans to facilitate strong partnerships, and attract relevant partners to join the integrated service models.
- The community/geographic area to be served.
- A description of the needs in the community, including the number of job seekers and employers served, the workforce conditions in the area, and proposed strategies to address training needs.
- A general sense of the outcomes to be achieved,
- A description of the physical location(s) which your agency plans to use (for AJCC operations, whether you intend to maintain operations in the current location(s) or transition services to another location, a general description of an operational layout that can accommodate effect customer flow, accessibility, hours of operation of your facility(ies).

7. CAREER SERVICE PROVIDER PROPOSAL CONTENT REQUIREMENTS (separate submissions must be completed for each geographical area)

- Proposal Cover Sheet – **(Required)**
- Executive Summary – **(Required)**
- Table of Contents – with Page Numbers **(Required)**
- Proposal Narrative **(Required)**
 - Adult and Dislocated Workers Services – **Worth 40 Points**
 - Demonstrated Ability / Past Performance – **Worth 30 Points**
 - Conflict of Interest – **Worth 5 Points**
 - Budget – **Worth 25 Points Bonus Worth 5-10 Points**
 - Budget Narrative **(Required)**
 - Budget Worksheet **(Contents Required; Appendix B Optional)**
 - WIOA Staff – Appendix C **(Required)**
 - Bonus **Worth 5-10 Points**

Leveraged Resources: Demonstrate how WIOA funding will be leveraged with

other financial and non-financial resources to achieve the maximum benefit to customers. List leveraged resources that contribute to the delivery of the proposed program in the narrative. Include Budget Item (type of resource: training, wages, staff, operating, etc.), brief description, actual or estimated amount, and source that contributes to the delivery of the proposed program. Letters of commitment must be included from agencies/partners that will provide leveraged funds or resources.

Note: A monetary value must be assigned to any inkind/cash or match leveraged resource contribution and included in the budget as a line item amount in the leveraged resources column. Bonus points will be awarded to budgets that include leveraged resources using the following rating system.

- Budgets with 51% to 65% leveraged match eligible for 5 bonus points
- Budgets with over 65% leveraged match eligible for 10 bonus points
- Miscellaneous – Max. Five (5) Pages **(Optional)**
- References **(Required)**
- WIOA Assurances and Certification **(Required)**

8. CAREER SERVICES PROVIDER PROPOSAL NARRATIVE AND BUDGET

Adult & Dislocated Worker Career & Training Services – Worth 40 Points

The proposer should thoroughly describe how they will deliver Career and Training Services to the One-Stop customers. The proposer should adequately explain how their delivery of services will lead to employment for customers. In the proposal, please provide the question/request before each answer.

The proposer should describe the following:

Approach:

- Describe how your program design will provide comprehensive programmatic services for participants - include the progression from recruitment and enrollment through exit to follow-up.
- Describe leveraged resources and how they will expand services offered to job seekers. Specifically, what is your plan to access the services of other workforce and community partners, which will assist in providing basic, individual career services and training and follow-up services to participants. Include how co-enrollment may be used as a strategy to enhance services.
- Describe how customers will be supported in their effort to research career

options/pathways.

- Describe how your program will implement a sector driven approach to career services.
- Describe your program's design, including any unique and innovative approaches to workforce development program that will benefit the workforce area and support the WANB, North Bay Regional, and California State Strategic Workforce plans.
- Describe how you plan to provide services to targeted populations as listed in WIOA Sec 3 (24) and priority groups mandated by the US Department of Labor (and WANB Priority of Service Policy) and how you will ensure that those participants receive services that address their barriers to employment.

Program Staffing and Case Management Strategy:

- Provide your program staffing structure from CEO to front-line staff, the roles of each position, and the knowledge/education/experience of each staff member who will be engaged in this award
- Based on your proposed staffing pattern, identify the number of career specialists and their estimated caseload. In preparing your response, be specific about the steps your organization will take to reassign personnel in the event caseload numbers exceed your estimate. Describe how you will ensure that front-line staff will have sufficient time and support to provide the highest quality programmatic services.
- Describe how you will assume active cases (currently enrolled WIOA participants) that will be transferred under your responsibility effective July 1, 2017, if necessary. How will you ensure that participant plans continue without interruption.
- Describe how your organization will ensure that career services staff will be knowledgeable "experts" on WANB priority industries.
- Describe your organization's staff training and customer service commitment. Also include how your staff will be continuously made aware of ongoing DOL directives, final WIOA regulations (once published) and the WANB policies.

Outreach and Assessment:

- Describe the outreach, recruitment, and assessment process that will be used to identify the services needed by the customer including:
 - Coordination of outreach and recruitment efforts with partner agencies of the local AJCC system.
 - The numbers of customers to be served in Basic and Individualized Career Services, and the proposed training services, if applicable.
- Describe your intake process including eligibility determination. Include in your response what documents you will collect to ensure eligibility and how you would

ensure each customer would benefit from program services.

- Explain how you will determine which customers must be registered in either Adult or Dislocated Worker programs.
- Describe how initial and comprehensive assessment (including both individual and/or group if applicable) will be conducted and what tools will be used for assessment.

Individual Employment Plan (IEP):

- Describe your strategy for developing the IEP and how you will address barriers to employment, and tailor specific and realistic objectives and follow-up.
- Describe the role Adult and Dislocated Worker customers will have in shaping their individual employment pathways.
- Describe how you will determine supportive service needs and specifically how you will work with other AJCC partners and community organizations to identify and refer participants to supportive services.

Training and Work-Based Learning Activities:

- Describe your approach toward offering or referring participants to a wide range of training services, such as occupational skills training and on-the-job training, which will result in positive outcomes. For work based activities such as OJT's, describe the method(s) used to develop OJT/SE contracts. Specifically, state how suitable employers are identified, how the training elements are chosen, what method(s) are used to determine the length of OJT/SE contracts, how the customer's experience/education is factored into the determination of training length, and how employers and trainees are informed of their responsibilities.
- Describe how you will identify which participants are appropriate for internships or work experience and training services.
- Describe how you would collaborate with members of WANB's Rapid Response team to be ready for clients of permanent closures or mass layoffs or a natural or other disaster that results in mass job dislocation. Identify how services would be coordinated with other community resources and offered to those impacted by a business closure or mass layoff.

Performance Management:

- Describe the methods that will be employed to manage performance as a participant progresses through the program from enrollment, employment, and retention.
- Describe your strategies to ensure participants have positive outcomes to contribute toward achieving performance goals.
- Describe how you will insure continuous improvement of your services and outcomes.

Employer Engagement:

- Describe how you will identify and maintain relationships with employers which will result in positive outcomes for job seekers clients, and employer satisfaction with its interaction with the AJCC. Include how you will coordinate with WANB Business Services staff.

Demonstrated Ability and Past Performance – Worth 30 Points

Proposers must describe demonstrated ability and experience for the past five years in the following areas. Clearly articulate measurable outcomes including the roles of specific partners that were involved in achieving program goals.

- Your agency's mission, services provided, current customer base, funding sources, and funding stability. Describe how your proposal to serve WIOA eligible Adult and Dislocated Workers aligns with your organization's goals.
- How you have operated and managed a workforce development program of similar size and scope to the one proposed, and how you addressed participant employment and training needs.
- How you have collaborated and executed a project with multiple stakeholders. Include the distinct roles of each partner and the steps taken to achieve positive outcomes.
- If you have operated a WIA Adult and Dislocated Worker program, please give the performance measures outcomes achieved. If not, provide similar program performance measure information.
- Summarize the relevant qualification, experience, and expertise of your agency in managing federal funds and operating federally funded programs/activities.
- Please provide a flow chart showing the system of services your agency is proposing to provide, Additionally, please provide an organizational chart that includes all staff related to services indicated in the flow. Include the job descriptions for all staff positions indicated. Note: do not include positions on the organizational chart that are not a part of the AJCC services system.
- Technology Plan - Describe the applicant agency's technology plan and capacity to support services proposed. This information could include a description of computer hardware and software, printing capability, internet capacity and other relevant telecommunications technology.
- Fiscal Controls - Describe the applicant organization's fiscal accountability experience and internal fiscal system, including:
 - A description of the applicant's experience managing and accounting for state and federal funds;
 - Type of accounting system used and a description of automated supports;
 - The qualifications of the staff responsible for the preparation of the fiscal reports;
 - The internal controls used in applicant's fiscal systems;

- How applicant agency will repay any potential disallowed costs.

Conflict Of Interest – Worth 5 Points (Max of 2 Pages)

Please explain how you will ensure the avoidance of any potential conflict of interest and specifically address items listed below as they relate to your organization.

- Each CSP must maintain a written code of standards or conduct governing the performance of persons engaged in WIOA programs and activities.
- Each CSP must disclose any potential conflicts of interest arising from relationships with training providers and other service providers. (WIOA Section 121 (d) (4)).

Any organization that has been selected or otherwise designated to perform more than one function related to WIOA must develop a written plan that clarifies how the organization will carry out its multiple responsibilities while demonstrating compliance with WIOA, corresponding regulations, relevant Office of Management and Budget circulars, and conflicts of interest. This plan must limit conflict of interest or the appearance of conflict of interest, minimize fiscal risk, and develop appropriate firewalls within that single entity performing multiple functions.

Budget Section Requirements – Worth 25 points, Bonus Worth 5-10 Points

Budget Narrative

- Describe the organization's experience with managing federal funds.
- Describe the organization's familiarity with federal financial management standards and discuss how the organization ensures compliance with those standards.
- Describe any leveraged community and partner resources.
- Summary of total WIOA funds requested.
- Summary of total leveraged funds. State the sources and specifics of purposed leveraged funds.
- Total WIOA funds requested plus leveraged funds.
- How many direct service staff are included in your budget? (FTEs and Cost)
- How many non-direct service staff are included in your budget? (FTEs and Cost)
- How many administrative staff are included in your budget? (FTEs and Cost)
- Have you included an indirect rate in your proposed budget? (Y/N): If yes, attach a copy of your current indirect cost rate approval letter.
- Are you a current service provider for the WANB? (Y/N): If no, please include a copy of your most recent audit report. If you do not have annual audits, attach a copy of your most recent financial statements.

Budget Worksheet

Proposer is required to submit a budget worksheet. In submitting your budget sheet, please include the items listed below.

- Salaries and Wages
- Fringe benefits - Social Security, employee insurance, pension plans, worker’s compensation, unemployment insurance, etc.
- Staffs travel
- Facility rental/maintenance
- Telephone/communication
- Utilities
- General liability insurance
- Equipment
- Postage
- Copying/printing
- Adult/Dislocated Worker training expenses **(this amount must be at least 30 percent of the Budget)**
- Outreach
- Other Contractual-third party agreements (explain purpose and expected benefit of contracting out for these activities/items)
- Indirect costs that are resulting from a home office or lead agency where those costs are not incurred on at the physical AJCC. If the proposing agency submits this line item, it must have an approved indirect cost rate or indirect cost plan.
- Miscellaneous costs - provide details

All costs included must be reasonable, allowable, necessary and allocable among WIOA reporting cost categories, using cost principles from 2 CFR 200 and “Super Circular” CFR 290, as appropriate. The budget narrative must offer sufficient details to allow an assessment of cost reasonableness.

If your agency plans to move the operation or add additional AJCC locations, please include total square feet and cost per square foot. Proposers should disclose how each line item cost is derived as well as a detailed justification of why the line item is necessary for the operation of the program.

CAREER SERVICE PROVIDER BUDGET DETAIL WORKSHEET

Workshop Title	Funds Requested	Leveraged Resources	TOTAL BUDGET
PERSONNEL COSTS			
Salaries	\$	\$	\$
Fringe Benefit Cost	\$	\$	\$
Fringe Benefit Rate			

Total Personnel Costs	\$	\$	\$
PARTICIPANT COSTS			
Training Costs (must be 30%)	\$	\$	\$
Supportive Services Costs	\$	\$	\$
Total Participant Costs	\$	\$	\$
OTHER COSTS			
Equipment Purchase Costs	\$	\$	\$
Contractual Service Costs	\$	\$	\$
Infrastructure/Operating Costs	\$	\$	\$
Indirect Costs (applied based on Cost Agreement)	\$	\$	\$
Indirect Cost Base			
TOTAL OTHER COSTS	\$	\$	\$
TOTAL BUDGET	\$	\$	\$

**9. ONE STOP OPERATOR PROPOSAL CONTENT REQUIREMENTS
(separate submissions must be completed for each geographical area)**

- Proposal Cover Sheet – **(Required)** Max. One (1) Page
- Table of Contents – with Page Numbers **(Required)** Max. One (1) Page
- Proposal Narrative **(Required)**
 - Vision Statement and Implementation plan to provide the responsibilities listed below – **Worth 50 Points**
 - Demonstrated Ability / Past Performance – **Worth 25 Points**
 - Conflict of Interest – **Worth 5 Points**
 - Budget – **Worth 20 Points**
 - Budget Narrative **(Required)**
 - Budget Worksheet **(Contents Required; Appendix B Optional)**
 - WIOA Staff – Appendix C **(Required)**
- Miscellaneous - Max. Five (5) Pages **(Optional)**
- References **(Required)**
- WIOA Assurances and Certification **(Required)**

10. ONE STOP OPERATOR PROPOSAL NARRATIVE AND BUDGET

Vision Statement and Implementation plan – Worth 50 Points

The proposer should thoroughly describe how they will deliver One Stop Operator services. The proposer should adequately explain how their experience and methods will lead to a more effective and efficient operation of integrated AJCC.

Demonstrated Ability and Past Performance – Worth 25 Points

Proposers must describe demonstrated experience and ability for the past five years in the following areas. Clearly articulate the measurable outcomes including the roles of specific partners involved in achieving program goals. Please provide the question/request before each answer.

- Your agency's mission, services provided, current customer base, funding sources, and funding stability. Describe how your proposal to serve as the One Stop Operator aligns with your organization's goals.
- How you have operated and managed a workforce development program or project of similar size and scope to the one proposed.
- How you have collaborated and executed a project with multiple stakeholders. Include the distinct roles of each partner and the steps taken to achieve positive outcomes.
- Summarize the relevant qualification, experience, and expertise of your agency in managing federal funds and operating federally funded programs/activities.
- Summarize how you will proceed over the first 30 days, 90 days, and year, and desired outcomes.
- How will you insure continuous improvement?

Conflict Of Interest – Worth 5 Points

Please explain how you will comply with conflict of interest and specifically address items listed below as they relate to your organization.

- Each CSP must maintain a written code of standards or conduct governing the performance of persons engaged in WIOA programs and activities.
- Each CSP must disclose any potential conflicts of interest arising from relationships with training providers and other service providers. (WIOA Section 121 (d) (4)).

Any organization that has been selected or otherwise designated to perform more than one function related to WIOA must develop a written plan that clarifies how the organization will carry out its multiple responsibilities while demonstrating compliance with WIOA, corresponding regulations, relevant Office of Management and Budget circulars, and conflicts of interest. This plan must limit conflict of interest or the appearance of conflict of interest, minimize fiscal risk, and develop appropriate firewalls within that single entity performing multiple functions.

Budget – Worth 20 Points

Proposer is required to submit a budget worksheet. In submitting your budget sheet, please include the items listed below.

- Salaries and Wages
- Fringe benefits - Social Security, employee insurance, pension plans, worker’s compensation, unemployment insurance, etc.
- Staffs travel
- Telephone/communication
- Utilities
- General liability insurance
- Equipment
- Postage
- Copying/printing
- Outreach
- Other Contractual-third party agreements (explain purpose and expected benefit of contracting out for these activities/items)
- Indirect costs that are resulting from a home office or lead agency where those costs are not incurred on at the physical AJCC. If the proposing agency submits this line item, it must have an approved indirect cost rate or indirect cost plan
- Miscellaneous costs - provide details

All costs included must be reasonable, allowable, necessary and allocable among WIOA reporting cost categories, using cost principles from 2 CFR 200 and “Super Circular” CFR 290, as appropriate. The budget narrative must offer sufficient details to allow an assessment of cost reasonableness.

ONE STOP OPERATOR BUDGET DETAIL WORKSHEET

Workshop Title	Funds Requested	Leveraged Resources	TOTAL BUDGET
PERSONNEL COSTS			
Salaries	\$	\$	\$
Fringe Benefit Cost	\$	\$	\$
Fringe Benefit Rate			
Total Personnel Costs	\$	\$	\$
OTHER COSTS			
Equipment Purchase Costs	\$	\$	\$
Contractual Service Costs	\$	\$	\$
Infrastructure/Operating Costs	\$	\$	\$
Indirect Costs (applied based on Cost Agreement)	\$	\$	\$
Indirect Cost Base			
TOTAL OTHER COSTS	\$	\$	\$
TOTAL BUDGET	\$	\$	\$

11. REFERENCES

Organizations not currently funded by WANB, must provide at least two (2) complete references from organizations/agencies (other than the WANB) that the applicant has had direct involvement with or funding from for projects of similar size and scope. The following information for each reference shall be listed in the proposal:

- Reference’s organization name;
- Reference’s address and phone number;
- Contact person; and
- Description of relationship.

12. ASSURANCES AND CERTIFICATION

The following statement should be included at the end of each proposal:

I, (We), the undersigned, as the duly-authorized representative(s) of the respondent agency, affirm that the information and statements contained within this proposal, to the best of my (our) knowledge, are truthful and accurate, and further, that I (we) am (are) duly authorized to submit this proposal from the respondent agency to deliver services.

_____	_____
Signature	Signature
_____	_____
Typed Name	Typed Name
_____	_____
Date	Date

ATTACHMENT 1

Workforce Alliance of the North Bay

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of this ___ day of ____, 2016, by and between the WORKFORCE ALLIANCE OF THE NORTH BAY, a joint powers agency, hereinafter "Agency," and _____, 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 service:
_____; and

WHEREAS, Contractor 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. 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 \$_____ 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, Contractor agrees that this maximum cost to Agency may be amended by written notice from Agency to reflect that reduction.

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 quarterly basis. The itemized invoice shall indicate, at a minimum, Contractor's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked, 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.**

Contractor shall defend, indemnify and hold harmless Agency, its officers, agents and employees, from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement.

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 pay 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 eliminated or reduced, upon written notice to Contractor, Agency may 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

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. **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.

18. **Amendment.**

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

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **Acknowledgements of Exhibits:**

Please check applicable exhibits and initial where indicated.

	Check box if applies:	Contractor Initials:
Exhibit A: Scope of Services	<input type="checkbox"/>	

Exhibit B: Budget	<input type="checkbox"/>	
Exhibit C: Insurance Waiver	<input type="checkbox"/>	
Exhibit D: WIOA Assurances	<input type="checkbox"/>	

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

CONTRACTOR:

By: _____

APPROVED BY:

By: _____

Bruce Wilson, Executive Director
Workforce Alliance of the North Bay

APPROVED AS TO FORM:

By: _____

Jenna Brady, Counsel
Workforce Alliance of the North Bay

ATTEST:

By: _____

Cynthia Gunselman, Clerk of the Board
Workforce Alliance of the North Bay

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "B"
COMPENSATION

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER (if applicable)

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>
General Liability Insurance	<input type="checkbox"/>	\$
Automobile Liability Insurance	<input type="checkbox"/>	\$
Workers' Compensation Insurance	<input type="checkbox"/>	
Professional Liability Deductible	<input type="checkbox"/>	\$

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

WANB Executive Director Signature: _____

Date: _____

ATTACHMENT 2

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. 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 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

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 obligation anticipated by this Contract.

Transfer of Rights

Contractor assigns to WANB 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 WANB 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 WANB. 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 WANB, 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.

Grantee/Contractor Organization

Name of Certifying Official	Signature	Date
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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 WANB 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 WANB’s discretion. Any extension of time to correct must be in writing, prepared by CONTRACTOR for signature by WANB 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 WANB 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 WANB 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 WANB 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.

Grantee/Contractor Organization

Name of Certifying Official

Signature

Date

DRUG-FREE WORKPLACE CERTIFICATION

CONTRACTOR:

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.

Grantee/Contractor Organization

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.

Name and Title of Authorized Signatory

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.*