



REQUEST FOR PROPOSALS

WORKFORCENAPA EDUCATIONAL WORKSHOPS

**WORKFORCE INVESTMENT ACT
TITLE I-B**

ISSUED BY:

NAPA COUNTY WORKFORCE INVESTMENT BOARD

Opens: January 14, 2011

Closes: February 25, 2011

An Equal Opportunity Employer
Auxiliary Aids and Services are Available Upon Request
To Individuals with Disabilities

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CALENDAR OF KEY DATES

ACTIVITY	DATE
Release RFP	January 14, 2011
All Proposals due to WIB office by 5:00 p.m. 650 Imperial Way, Suite 100, Napa	February 25, 2011
Proposal Review by Committee	March 4, 2011
Award of Proposal	March 8, 2011
Letter of Intent sent to selected vendor	March 10, 2011
Contract negotiations	Week of March 14, 2011
Services provided	May 2011 – June 2012

BACKGROUND

The Napa County Workforce Investment Board, (hereinafter referred to as "NCWIB") is a workforce development policy body that was designed to address the workforce needs of the entire county of Napa. Located between three major urban areas—San Francisco to the southwest, Oakland/Berkeley to the southeast, and Sacramento to the northeast—NCWIB also serves an urban center of approximately 80,000 residents within the City of Napa. The county supports a mix of suburban and distinctly rural areas, with the urban centers experiencing growth in population, housing, business parks, and industrial areas. According to the California Department of Finance, the NCWIB regional population in 2005 was 132,000. In Napa County several industries are clearly evident. They include 1) Wine Industry; 2) Viticulture, 3) Visitor Services/Tourism, 4) Food, 5) Construction and Construction Support, and 6) Health care and wellness.

INTRODUCTION

The NCWIB is soliciting Request for Proposals (RFP) from contractors to provide WorkforceNapa job seekers with comprehensive classroom/workshop learning opportunities on all aspects of gaining employment. These classes/workshops shall provide instruction in all areas of obtaining employment i.e., job search techniques, transferrable skills identification, tools to achieve employment goals etc.

This RFP does not commit the NCWIB to accept any proposal submitted; nor is NCWIB responsible for any costs incurred by the vendor in the preparation of responses to this RFP. The NCWIB reserves the right to accept or reject any or all of the proposals received, to negotiate with selected entities, or to cancel this RFP in part or in its entirety. Selection will be based on cost and an evaluation of the proposers responsiveness to all areas of the RFP. The NCWIB reserves the right not to award a contract to any vendor as a result of this RFP if suitable responses are not received.

This RFP was developed pursuant to 20 CFR Part 652, et al, the Workforce Investment Act; Final Rules, and The Workforce Investment Act of 1998. Procurement transactions by the NCWIB are conducted in a manner providing full and open competition, consistent with standards codified at 29 CFR part 97 and 29 CFR part 95.

SCOPE OF WORK

The respondent should have the capacity to develop and instruct a variety of workshops each week and create a “distance learning” packet. The distance learning packet shall contain activities the job seeker can complete at home without the benefit of the instructor, completing homework assignments to bring to their next appointment.

The respondent must have the ability to work in partnership with WorkforceNapa program staff and shall represent WorkforceNapa to the participants. Space will be made available at the WorkforceNapa office located at 650 Imperial Way, Napa enabling the instructors a place for prep time. Attendance must be maintained and provided on a monthly basis.

Selected vendor(s) shall have the ability to instruct job seekers from all walks of life and address all learning styles. Workshops can range from 2 hours and up and should be available and offered at a variety of times and days and shall be made available at any of the WorkforceNapa sites.

The following is a sample list of titles or topics which may be offered:

Job Search 101	The hidden Job Market	Basic Resume	Advanced Resume
Completing Job Applications	Interviewing	Self assessment	Exploring careers
Hidden job market/developing a network	Job Networking group	Identifying your values and skills	Vocational Skills Assessments
Know your personality in the workplace	Negotiating the job offer	Salary analysis	Ace the interview
Researching your chosen Job Market	Self Esteem and change	Informational interviewing	Targeting companies
Getting organized.	Labor market analysis	Presenting Accomplishments	How to find job leads
Problem Solving	Career Exploration	Visible Job Market	

Funding Period

The funding period for contract(s) awarded under this solicitation will be through June 30, 2012, contingent on funding availability.

Budget

This contract shall be a pay by workshop delivered based contract. Respondent shall submit a cost per workshop. Cost shall include all materials and supplies required.

Performance Goals

To be negotiate at the time of the contract development.

Statement of Compliance

Respondent shall sign the “Statement of Compliance” certifying the information is correct. (Attachment 2)

PROPOSAL PROCESS AND GENERAL INFORMATION

Registration and Inquiries

Respondents should register as potential contractors with County to receive any amendments or other communications regarding this RFP. Should unanticipated changes become necessary, the relevant information shall be sent to all registered respondents and will also be posted on the following websites <http://www.napawib.careerandtraining.net/>, <http://www.workforcenapa.org/>, <http://www.countyofnapa.org/Procurement/>. Respondents failing to register assume complete responsibility in the event that amendments or other communications are issued.

To register, or to make inquiries regarding the RFP, contact:

Laurie Harty, WIB Secretary
 Laura Davis, WIA Analyst
 Napa County Workforce Investment Board
 650 Imperial Way
 Napa, CA 94558
 (707) 259-8785

Respondents may contact only the individual(s) identified above and are specifically directed not to contact other NCWIB personnel for meetings, conferences, or technical discussions related to the RFP. Other NCWIB staff will not be available to answer questions related to this RFP. If any such contact is made, the County reserves the right to reject the proposal.

INTERPRETATION AND ADDENDA

NCWIB reserves the rights to amend, alter, or change the rules and conditions contained in the RFP prior to the deadline for submission of Proposals. Any revisions to the RFP will be accomplished through the addenda or supplements to the RFP and shall become part of the RFP. NCWIB will not be responsible for any other explanation or interpretation. All addenda will be sent to all persons and entities registered as potential Respondents and posted on the NCWIB website.

LOCAL VENDOR PREFERENCE

“Napa County has a local vendor preference that covers the acquisition of requested services. Local vendors will be awarded contracts for services where qualifications, pricing and deliverables are determined by the reviewing panel to be otherwise equal, unless such preferences not allowable by law. For this matter, a local vendor is a vendor who has a billing address located within Napa County.”

“Where appropriate, out of county vendors are encouraged to subcontract with qualified local vendors.”

SUBMISSION OF PROPOSAL

Each Respondent must submit an original signed Proposal marked WorkforceNapa Educational Workshops and addressed to Laurie Harty, as indicated in "General Overview" and three copies. Proposals must be submitted no later than February 25, 2011 at 5:00PM. Proposals received after this date and time will not be considered. Postmark by the deadline shall not constitute receipt; actual receipt by NCWIB is mandatory. Electronically transmitted copies will be accepted but must be received prior to the day and time deadline. All Proposals received are final and become the property of the NCWIB.

The respondents may withdraw a proposal by submitting a written request for its withdrawal to Bruce Wilson, and signed by the respondent or an authorized agent at any time prior to the proposal submission deadline. The respondent may thereafter submit a new proposal prior to the deadline. Modifications offered in any manner, oral or written, will not be considered after the deadline.

By submitting a proposal, the respondent represents and warrants that:

- (a) The information provided is genuine and not a sham, collusive, or made in the interest or in behalf of any party not therein named, and that the respondent has not directly or indirectly induced or solicited any other respondent to put in a sham proposal, or any other respondent to refrain from presenting information and that the prospective provider has not in any manner sought by collusion to secure an advantage.
- (b) The respondent has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of an exclusive operating area, to any employee, official, or existing contracting consultant of the County of Napa.

The County reserves the right to request additional information not included in this RFP from any or all respondents after October 15, 2010.

The County reserves the right to contact references not provided in the submittals.

Verbal Agreement or Conversation

No prior, current, or post award verbal conversations or agreements with any officer, agent, or employee of the County or any other person or entity shall affect or modify any terms or obligations of this RFP or any agreement resulting from this process.

CONTRACT PERIOD

Although NCWIB is open to specific contract timelines, we expect that this contract shall run from April 2011 through June 30, 2012 contingent on funding availability.

RESPONDENTS CONFERENCE

Respondents may submit questions via e-mail only to Laura Davis, laura.davis@countyofnapa.org no later than February 4, 2011. NCWIB will post all questions and answers on the NCWIB website www.napawib.careerandtraining.net/ under the section "Public Announcements". The document will be named "Q & A for **WorkforceNapa Educational Workshops**."

RESPONSE FORMAT

To be considered, respondents must submit a comprehensive response that meets the minimum requirements included in Proposal Contents section of this RFP. All respondents are required to respond to this RFP exactly as outlined to ensure an equal and timely evaluation of all proposals. Any supporting information shall be clearly identified. Where a respondent can furnish equivalent capabilities, but not as specified in this RFP, the respondent should so state and describe the equivalent capabilities.

NCWIB staff will date stamp proposals and provide respondents with a signed receipt verifying the time and date the proposal is received. If a commercial carrier (FedEx, UPS, or USPS) is used to submit a proposal, it is the responsibility of the respondent to ensure that they receive a receipt of delivery from the commercial carrier. Timely submission of the proposal is the sole responsibility of the respondent.

Confidentiality and Ownership of Proposals

All proposals and associated materials become the property of the NCWIB. The content of all proposals and associated materials will be held confidential to the full extent permitted by public agencies under California law until an award of contract is made; at that time all proposals and related documents will become public record. Any items regarded as proprietary, or trade secrets, should be clearly indicated.

Limitations

This RFP does not commit the NCWIB to accept any proposal submitted; nor is NCWIB responsible for any costs incurred by the vendor in the preparation of responses to this RFP. The NCWIB reserves the right to accept or reject any or all of the proposals received, to negotiate with selected entities, or to cancel this RFP in part or in its entirety. Selection will be based on cost and an evaluation of the proposers responsiveness to all areas of the RFP. The NCWIB reserves the right not to award a contract to any vendor as a result of this RFP if suitable responses are not received.

Proposal Acceptance/Rejection

The NCWIB will initially review all proposals for completeness and compliance with the terms and conditions of the RFP. Proposals clearly inconsistent with the RFP requirements will be eliminated from further consideration.

Proposals that pass the completeness and compliance review process stated above will be evaluated against the criteria outlined in the Proposal Contents section and stated in the Proposal Evaluation section.

PROPOSAL CONTENTS

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

Each respondent is requested to submit its proposal in a format suitable for ease of review with a minimum of repetitious material. The proposal should clearly demonstrate the respondent's ability to provide the requested services. In order to simplify the review process and obtain the maximum degree of comparison, proposals shall be organized as follows:

A. **Title Page**

The title page shall show:

1. The RFP subject.
2. The name of the respondent's company, local address, and federal tax identification number.
3. The authorized negotiator and that person's telephone number, fax number, and e-mail address.
4. The authorized signature and submittal date.

B. **Executive Summary (25 points)**

The executive summary, not to exceed two (2) pages, shall include a brief overview of the entire proposal including:

1. A summary of the respondent's understanding of the services to be provided;

C. **Workshop Descriptions/variety (50 points)**

For a sample of potential workshops see attachment 5

1. A description of all workshops the respondent is proposing to offer. Includes:
 - Name
 - Description of
 - Cost per workshop by course
 - Length of the workshop
 - Maximum and minimum number of attendees
2. A description of "distance learning" packet.
3. Overview of staff qualifications.

D. Budget (20 points)

The budget shall include the price per workshop. Please include in your cost any and all supplies, pre time etc.

1. Identify the name and contact information for the staff person who may be contacted for any questions regarding your budget submission.

E. Statement of Compliance

Respondent shall sign the “Statement of Compliance” certifying the information is correct. (Attachment 2)

F. References (5 points)

List a minimum of three (3) references/or contracts similar in size and scope to the one proposed for the NCWIB. Reference information shall include the name of the organization, contact person, address, telephone number, and a description of the services provided. (You may use Attachment 3)

PROPOSAL EVALUATION

NCWIB staff will screen all proposals for completeness and compliance with the terms and conditions of the RFP. Proposals clearly inconsistent with the initial compliance review will be eliminated from consideration.

A review panel will evaluate all proposals that pass the initial compliance review. Each reviewer will independently review and score proposals on a 100-point scale, using the following assigned weights:

Respondent’s experience providing workshops/classes	25 points
Content of Workshops/classes offered	40 points
Variety of workshop/classes	10 points
Cost Effectiveness	20 points
References	5 points

PROPOSAL SELECTION

NCWIB staff will initially review proposals to ensure they meet mandatory requirements. A sub-committee will be formed that may consist of NCWIB consultants, NCWIB staff, NCWIB Board Members and other appropriate personnel. The sub-committee will review and evaluate all eligible proposals. All eligible proposals will be read and scored by the same reviewers. The sub-committee may conduct a pre-award site visit to determine the capacity of the recommended Respondent, and to assess the ability of the organization to deliver the proposed services. This review may include a request for appropriate documents (i.e. proof of insurance).

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

The NCWIB will award a contract based upon a recommendation from the proposal evaluation team. This RFP does not commit the NCWIB to award a contract.

RESPONDENTS QUALIFICATIONS

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

NCWIB may make reasonable investigations deemed necessary and proper to determine the ability of Respondent to perform the work, and the Respondent shall furnish to NCWIB all information for this purpose that may be requested. NCWIB reserves the right to reject any proposal if the evidence submitted by, or investigation of the Respondent fails to satisfy NCWIB that said Respondent is properly qualified to carry out the obligations of the contract and to complete the work described therein.

REJECTION OF PROPOSALS

Issuance of the RFP in no way constitutes a commitment by NCWIB to award a contract. NCWIB reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP, if it is deemed to be in the best interest of the public to do so. Failure to furnish all information requested in this RFP or to follow the proposal format requested may disqualify a Respondent's Proposal.

FAILED PROCUREMENT

Failed procurement occurs when no bids are received, or only one bid is received, or bids received do not meet responsiveness, or submission requirements or competition was determined inadequate. In the event of failed procurement, NCWIB has the option to reissue the RFP or enter into a sole source procurement.

APPEAL PROCESS

Filing of Protest.

Any directly affected party who is aggrieved in connection with the solicitation or award of a purchase order or contract issued through a formal sealed bid procedure may protest the procurement action taken. Such protests must be filed in writing with:

County of Napa
Purchasing Agent
1195 Third Street, Room 310
Napa, CA 94559

Protests must be filed in writing within five (5) working days from the time of the occurrence generating the protest. Protests received after this time will not be considered. Any protest shall include the following information:

- The date and action taken resulting in a protest, and
- Identification of the material issue, including a detailed explanation of the basis for the protest and the remedy sought. Specification-related protests must be fully

supported by technical data test results, or other pertinent information, that the substitute offered is equal to or better than the specification requirement.

Resolution Process.

- a) **Informal Resolution.** Upon receipt of a protest, the Purchasing Agent will convene, at the earliest possible convenience, discussions between the protesting party and appropriate County staff to seek informal resolution and/or to clarify the issues.
- b) **Response to Protest/Appeal.** If the protest is not resolved by mutual agreement, the Purchasing Agent shall provide a written response to the protesting party within fifteen (15) working days following the informal meeting. County Counsel shall be consulted before the written response is issued.

The response shall state the Purchasing Agent's decision, the facts supporting the decision, and shall inform the protesting party of its right to appeal the decision to the Board of Supervisors.

Appeal to the Board of Supervisors.

In the event that the informal resolution procedure is unsuccessful, the protesting party may request an appeal hearing before the Board of Supervisors by filing a written request with the Clerk of the Board no later than five (5) working days after notification of the Purchasing Agent's decision. Any appeal hearing shall be scheduled within thirty (30) working days from the date request is received by the Clerk of the Board. The Clerk of the Board shall notify the appellant by personal service of the scheduled hearing date not less than ten (10) working days from the date of hearing.

The appellant shall have the right to testify at the hearing, to be represented by counsel, to present witnesses on his/her behalf, and to present oral and written documents and evidence on the issue.

After the conclusion of the hearing, the Board of Supervisors shall make findings of fact and a decision concerning the issue(s).

Stay of Procurement Action during a Protest.

In the event of a timely protest under this section, the County shall not proceed further with the solicitation or the award of the contract or purchase order until the protest is resolved, unless the Purchasing Agent, in consultation with the head of the using department and County Counsel, makes a written determination that the award of the purchase order or contract without further delay is necessary to protect a substantial interest of the County.

ADMINISTRATIVE PROVISIONS

Contract Development

The selected Respondent must be willing to enter into a written contract with NCWIB and the County of Napa. The Contract will include the requirements to provide the services and will incorporate all terms and conditions set forth in this RFP and may include other provisions deemed appropriate by the County Attorney. All provisions of the Contract must be in compliance with applicable county, state and federal laws, rules and regulations. The resulting contract may include any written material made as part of the proposal. This material may

include, but is not limited to, answers to questions contained in the RFP, letters, facsimile and product literature if applicable.

Inclusion of Proposal – The proposal submitted in response to this RFP may be required to be included as part of the final contract with the selected Respondent.

A sample contract is attached hereto as Attachment "5" and by this reference incorporated herein.

It is the policy of NCWIB to require and to support compliance with equal opportunity/non-discrimination and Americans with Disabilities Act (ADA) in all programs funded.

Right to Reject – NCWIB reserves the right to reject any and all proposals or any part of any proposal, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as NCWIB may deem necessary in its interest. If NCWIB determines that none of the proposals received offers a suitable solution to the request at a reasonable price, all proposals may be rejected. NCWIB will formally notify vendors of such rejection and/or of their non-selection under the RFP process. No proposal will be accepted from, or contract awarded if there is pending or threatened litigation involving Respondent in which a claim is made that the Respondent provided or furnished materially defective workmanship or materials to NCWIB and/or that the Respondent failed to substantially comply with the RFP specifications or contract terms and conditions. Vendors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.

Cost Evaluation - Price is considered secondary to the above factors for award in determining the most advantageous proposal being offered to NCWIB. Price will be evaluated by a price analysis that is defined as price reasonableness for work performed. Price will be a factor, but will not necessarily be the determinant when proposals ranked under the above factors are considered acceptable and fall within a competitive range.

NCWIB reserves the right to award a contract to other than the Respondent submitting the lowest total price and to negotiate with any or all Respondents. Respondents are advised that it is possible that award may be made without discussion or any contract concerning the proposals received. Accordingly, proposals should contain the most favorable terms from a price and technical standpoint that the Respondent can submit to NCWIB.

Audit Requirements -Contractor shall comply with audit requirements as set forth in Office of Management and Budget (OMB) circulars A-110, Uniform Administrative Requirements for Grants and Other Agreements; A-133 Audits of States, Local Governments and Non-Profit Organizations. Contractor shall also provide documentation of current fiscal and compliance audits, as required by law.

ATTACHMENT "1"

BUDGET FORM

Workshop Title	Cost
	\$
	\$
	\$
	\$
	\$
	\$
	\$

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ATTACHMENT “2”

STATEMENT OF COMPLIANCE

As the authorized signatory official for:

Submitting Entity/Organization

I hereby certify:

- that the above-named proposer is legally authorized to submit this application requesting funding under the Workforce Investment Act (the legal signatory for the organization applying); and
- that the above-named proposer does hereby agree to execute all work related to this application in accordance with the Workforce Investment Act, U.S. Department of Labor, State of California Employment Development Department Directives, Napa County Workforce Investment Board (NCWIB) policies and guidelines, and other administrative requirements issued by the Governor of the State of California. The vendor shall notify the NCWIB within 30 calendar days after issuance of any amended directives if it cannot so comply with the amendments; and
- that the above-named proposer will ensure special efforts to prevent fraud and other program abuses, such as but not limited to, deceitful practices, intentional misconduct, willful misrepresentation and improper conduct which may or may not be fraudulent in nature; and
- that the contents of the application are truthful and accurate and the above named proposer agrees to comply with the policies stated in this application; and
- that this application represents a firm request subject only to mutually agreeable negotiations; and
- that the above-named proposer is in agreement that the NCWIB reserves the right to accept or reject any proposal for funding; and
- that the above-named proposer has not been debarred or suspended from receiving federal grants, contracts, or assistance; and
- that the above-named proposer waives any right to claims against the members and staff of the Napa County Workforce Investment Board in their individual and collective capabilities.

Authorized Representative Signature

Date

Print Name/Title

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ATTACHMENT "3"

REFERENCE FORM

Please provide the following information for the organizations for whom you or your organization has provided workforce services to in the past. Please list the most current organization first.

Organization: _____	Contact Person: _____
Address: _____	Title: _____
_____	Phone #: _____
Description of Work Completed:	

Organization: _____	Contact Person: _____
Address: _____	Title: _____
_____	Phone #: _____
Description of Work Completed:	

Organization: _____	Contact Person: _____
Address: _____	Title: _____
_____	Phone #: _____
Description of Work Completed:	

I hereby authorize the Napa County Workforce Investment Board to contact the organization/individuals listed above to verify your references.

Signature of Authorized Representative

Title

Date

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ATTACHMENT “4”

RATING SHEET

(Presented as Sample a representation of actual document used in process)

Entity Name _____

PROCEDURE	MAXIMUM SCORE	SCORE
1) <u>Respondent’s experience providing workshops/classes</u>	25	
2) Content of Workshops/classes offered	40	
3) Variety of workshop/classes	10	
4) Cost Effectiveness (Proposed cost is reasonable in comparison to other bidders)	20	
5) References	5	
Local Vendor		Yes No
Totals	100+	

Rater: _____ Date: _____

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Workshop Descriptions

Getting Started

- **Career Advising**
Career Advisors are available to meet with you for one-on-one job search assistance. Advisors are available daily. To speak with a Career Advisor, contact the CONNECT! Front desk.
- **Real-Time Networking**
Practice your networking skills and grow your network at the same time. Meet with other job seekers to network in small groups and ask for advice, information, and referrals.
- **Planning Your Job Search**
Job searching can be overwhelming. Learn how to create an effective plan to keep you focused and on the right track to your next job.
- **Managing Change**
An interactive workshop to help you move through the stress and uncertainty created by job loss. Learn how to work through your emotions, launch an effective job search, and explore what’s next for you.

Self Assessment

- **Discover You**
Interactive workshop to help you explore your interests, values and brainstorm career options.
- **Who am I?**
A survey of available career assessment tools to help individuals define their skills, interests, values, and personality and then apply this information to career decisions.
- **Career Exploration**
Learn how to gather information about career options, develop an understanding of how to access the latest career information resources, and discover the value of career exploration in making smart and informed career decisions.

Résumés & Applications

- **Résumé Facts**
Learn the answers to the most common résumé questions including: what goes on the résumé, do I need to customize my résumé, what are the best ways to organize my information and is a cover letter necessary?
- **Résumé Critique**
Come have a career advisor review your résumé and provide you with information, ideas, and assistance in creating your résumé. This service is offered during career advising appointments.
- **Job Applications**
If your job search includes filling out applications (and most jobs do at some point), learn how *to not screen yourself out*. Discover how to successfully address legal issues and sticky questions.

Job-Search Strategies

Basic:

- **How to Find Job Leads**
The more exposure you and your résumé have during the job search, the more likely you are to find a job. Come learn different ways to get known by people with the power to hire you.
- **Networking**
What is networking? How to introduce yourself? How to start and stop conversations? Come learn all of this and how to make attending networking events an effective job search tool.
- **Using LinkedIn**
Learn how to create a profile and connect with people on LinkedIn. Also learn how to use LinkedIn as a job search tool as well as understand how employers are using LinkedIn.

Advanced:

- **Informational Interviewing**
Build your confidence requesting and conducting informational meetings with people who have the advice, information, referrals and possible job leads that you need.

Interviewing

Basic:

- **Ace the Interview**
The most simple interview questions can be the most difficult to answer. Learn how to handle questions about your salary requirements, your weaknesses, and your strengths. Discover effective, proven techniques to prepare you for tough job interviews.

Advanced:

- **Interview Practice**
Practice your interviewing skills with a partner. *Prerequisite: Ace the Interview.*
Each session will cover questions related to a different type of interview question, including:
 - Opening and closing the interview;
 - Sandwiching negatives; and
 - the salary screen
- **Presenting Accomplishments**
Add impact to your interviews by learning how to talk about your successes, highlight your strengths and to minimize your weaknesses by turning negatives into positives.
- **Behavior-Based Interviewing**
"Tell me about a time when..." Prepare for tough questions asking how you handled specific situations in your past, including both successes and failures. Create your own job profile and practice responding to related questions.
- **Negotiating the Offer**
Discover what, other than money, is negotiable. How should you position yourself? What do you ask for first? Can you get a sign-on bonus? Get these questions answered, and practice negotiating with a partner.

Professional Effectiveness Program (PEP)

You must be able to attend all sessions of these classes.

- **Communicating**
Learn and practice communication skills that will help you stay calm in conflict, resolve problems respectfully, present your viewpoint and listen to others.
- **Team Building**
Learn how to handle challenging team behaviors, how to organize any team, and how to have more effective meetings.
- **Problem Solving**
Learn and practice using clear problem solving steps to analyze and creatively solve problems.

Self-Employment / Business / Financial

- **Should I Start A Business?**
Learn the fundamentals of what it means to run your own business and local resources available to assist entrepreneurs.
- **Exploring Franchising**
How to start a franchise and local resources available to assist entrepreneurs.
- **Mastering Your Money**
Review the basics of a spending plan and the ins and outs of credit.

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ATTACHMENT "6"

NAPA COUNTY STANDARD TERMS AND CONDITIONS FOR CONTRACTS

The following are the standard terms and conditions used by the NCWIB in contracts with vendors. These standard terms will be included in the contract between NCWIB and the successful binder. Please indicate exceptions that your company is taking to these terms and conditions, if any, in the bid being submitted.

TERMS

NOW, THEREFORE, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on **June 30, 201_**, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Termination for Convenience) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, for an additional five fiscal years under the same terms and conditions, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30. COUNTY authorizes the Department Director to determine whether this Agreement shall not be renewed and to provide the written notice of the intention to not renew on behalf of COUNTY.

2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A" and Exhibit "C", attached hereto and incorporated by reference herein.

3. **Compensation.**

(a) **Rates.** In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR the fees set forth in Exhibit "B", attached hereto and incorporated by reference as if set forth herein.

(b) **Maximum Amount.** Notwithstanding subparagraphs (a), the maximum payments under this Agreement shall be a total of _____ (**\$00**) for the services provided however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.

4. **Method of Payment.**

(a) All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. CONTRACTOR shall submit invoices not more often than monthly to COUNTY's HHS Contract Administrator who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor no later than fifteen (15) calendar days following receipt for processing for payment.

(b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be maintained on file with the Clerk of COUNTY's Board of Supervisors at all times during the term of this Agreement in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely 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. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

7. **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 COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better:

1. General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

2. Professional Liability. [Reserved]

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) combined single limit per occurrence.

(c) Certificates. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Health and Human Services Agency prior to commencement of performance of any of CONTRACTOR's duties; shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in 7(b)(1) and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain

only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request of COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

8. **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

(c) Obligations Relating to Criminal Background Checks.

1. CONTRACTOR shall investigate by all lawful means, including but not limited to obtaining information from official government sources as the result of taking

fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however denominated (hereafter, "employees"), who will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, CONTRACTOR shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an employee should not have such contact or provide such service. Nothing herein requires CONTRACTOR to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background investigation.

2. Notwithstanding anything to the contrary in (a) or (b), CONTRACTOR shall defend and indemnify COUNTY and its officers, agents and employees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the criminal background investigation described in this subparagraph (c) or from the failure of CONTRACTOR after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

9. **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 and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, 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 13 (Notices). COUNTY hereby authorizes the Napa County Executive Officer or designee thereof to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for cause.

10. **Other Termination.** This Agreement may be terminated by either party for any reason and at any time by giving no less than thirty (30) days written notice of such termination to the other party and specifying the effective date thereof; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination. COUNTY hereby authorizes the Napa County Executive Officer or designee thereof to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for the convenience of COUNTY.

11. **Payment for Work upon Expiration or Termination.** CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to receipt of the notice of termination or commenced prior to receipt of the notice and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was terminated for convenience or cause, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

12. **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.

13. **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 certified mail, postage prepaid, return receipt requested. 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.

COUNTY

CONTRACTOR

Shelli Brobst
Contracts Analyst
Health and Human Services
2261 Elm Street
Napa, CA 94559

14. **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment" revised effective August 23, 2005.

(c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.

(d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

15. **Confidentiality.** Confidential information is defined as all information disclosed to CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of COUNTY, expressed through its Director of the Napa County Health and Human Services Agency (HHS). Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

16. **No Assignments or Subcontracts.**

(a) **In general.** A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Director.

(b) **Effect of Change in Status.** If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

17. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, through its Purchasing Agent (as long as the maximum aggregate compensation under this and other agreements between COUNTY and CONTRACTOR at such time does not exceed \$50,000) or by its Board of Supervisors (in all other instances) in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by Exhibit "A". Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

18. **Interpretation; Venue.**

(a) **Interpretation.** The headings used herein are for reference only. 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 without regard to the choice of law or conflicts.

(b) **Venue.** This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting

or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

19. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), political affiliation nor belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall

include all of the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

(d) State Requirements Relating to Patents or Copyrights. Notwithstanding anything to the contrary in this Agreement, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the following requirements and regulations imposed by the State of California Employment Development Department (EDD) with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of CONTRACTOR under this Agreement The County, US Department of Labor, and the State of California shall have royalty-free, non-exclusive and irrevocable right to reproduce, publish and otherwise use, and to authorize others to use, the work for government purposes.

(e) Drug-Free Workplace Certification: By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the subgrantee or contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq. and 29 CFR Part 98) and will provide a drug-free workplace. See Exhibit E, attached hereto and incorporated by reference herein.

(f) Certification Regarding, Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 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). See Exhibit F, attached hereto and incorporated by reference herein.

(g) Certification Regarding Lobbying. 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 (the Byrd-Anti Lobbying Amendment). CONTRACTOR certifies under penalty of perjury under the laws of the State of California that no funds will be used for lobbying (as prohibited under the Byrd-Anti Lobbying Amendment) [pursuant to 20 CFR 667.200(e) and 29 CFR 93.110]. 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. See Exhibit G, attached hereto and incorporated by reference herein.

(h) Clean Air and Clean Water Acts: By signing this Agreement CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that CONTRACTOR and any subcontractor to this Agreement will comply with the requirements of Section 306 of the Clean Air Act (42 U.S.C. 1857(h)) and Section 508 of the Clean Water Act (33 U.S.C. 1368),, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15) [pursuant to 29 CFR 97.36(i)(12)].

(i) Energy Policy and Conservation Act: By signing this Agreement, CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that CONTRACTOR or any subcontractor to this Agreement will comply with the requirements of the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat. 871, 42 U.S.C. 6201 et seq.).

(j) Equal Employment Opportunity. CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by

Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). By executing this Agreement, CONTRACTOR also assures that it will fully comply with the nondiscrimination and equal employment opportunity provisions of 29 Code of Federal Regulations Part 37 and all other regulations implementing the laws listed therein.

(k) To the extent this Agreement is funded with funds appropriated pursuant to the American Recovery and Reinvestment Act of 2009 (“ARRA”; Public Law 111-5), CONTRACTOR shall comply with the following requirements as applicable:

(k).1 Whistleblower Protection. CONTRACTOR shall promptly refer to the Office of Inspector General any credible evidence that a principal, employee, agent, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds. (ARRA Sec. 1553)

(k).2 Wage Rate Requirements. Subject to further clarification issued by the Office of Management and Budget and notwithstanding any other provision of law and in a manner consistent with other provisions of the ARRA, all laborers and mechanics employed by CONTRACTOR and its subcontractors on projects funded directly by or assisted in whole or in part by and through COUNTY’s Workforce Investment Act Program Subgrant with the State of California, Employment Development Department, shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

(k).3 Buy American – Use of American Iron, Steel, and Manufactured Goods. None of the funds appropriated or otherwise made available by the ARRA may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. See ARRA Section 1605 – Buy American Requirements.

20. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR’s failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the

subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder “assuming office”, “annual”, and “leaving office” Statements of Economic Interest as a “consultant”, as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless the Director of Health and Human Services has determined in writing that CONTRACTOR, although holding a “designated” position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. By authorizing its Chair to execute this Agreement on its behalf, COUNTY’s Board of Supervisors hereby determines in writing on behalf of COUNTY that CONTRACTOR is being hired for technical services so limited in scope as to not be required to comply with such disclosure obligations.

A. (c) Code of Conduct Final Regulations 667.200(a)(4). CONTRACTOR acknowledges and expressly agrees to comply with the following restrictions during the term of this Agreement:

- (i) A state Board (WIB) member or a Local Board (WIB) member or a Youth Council member must neither cast a vote on, nor participate in any decision-making capacity, on the provision of services by such member (or any organization which that member directly represents), nor on any matter which would provide any direct financial benefit to that member or a member of his immediate family.

- (ii) Neither membership on such State Board, Local Board, or Youth Council nor the receipt of WIA funds to provide training and related services, by itself, violates these conflict of interest provisions.

24. **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude COUNTY from publishing or otherwise distributing applications and information regarding COUNTY job openings where such publication or distribution is directed to the public generally.

25. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

26. **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.

27. **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.

28. **Incident Reporting.**

(a) CONTRACTOR shall comply with the provisions of the Workforce Investment Act Directive regarding Incident Reporting, issued on September 10, 2002, by the Employment Development Department of the State of California, which is incorporated by reference herein. A copy of the Directive is on file with COUNTY at its Training and Employment Center (Health and Human Services Agency) and North Bay Employment Connection (County Executive Office), and the Directive may also be accessible online at <http://www.edd.ca.gov/wiad02-3.pdf>. Failure to comply with the provisions of the Directive shall be deemed a material breach of this Agreement.

(b) CONTRACTOR shall establish the procedures required by the Directive referenced in subparagraph (a) above and shall provide COUNTY with a copy of same for its review and approval prior to the provision of services.

29. **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.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

By _____

By _____

"CONTRACTOR"

COUNTY OF NAPA, a political subdivision of the State of California

By _____

DIANE DILLON, Chair of the Board of Supervisors

"COUNTY"

ATTEST: GLADYS I. COIL,
Clerk of the Board of Supervisors

APPROVED BY THE NAPA COUNTY
BOARD OF SUPERVISORS:

By _____

Date: _____

Processed by:

Deputy Clerk of the Board

APPROVED AS TO FORM: ROBERT
WESTMEYER, Napa County Counsel

By: _____

Date: _____

EXHIBIT "E"

WORKFORCE INVESTMENT ACT DRUG-FREE WORKPLACE CERTIFICATION

Drug-Free Workplace Certification: By signing this subgrant/contract, the subgrantee/contractor hereby certifies under penalty of perjury under the laws of the State of California that the subgrantee or contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq. and 29 CFR Part 98) and will provide a drug-free workplace by taking the following actions:

- 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).
- Establish a Drug-Free Awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - the dangers of drug abuse in the workplace;
 - the person's or organization's policy of maintaining a drug-free workplace;
 - any available counseling, rehabilitation and employee assistance programs; and
 - penalties that may be imposed upon employees for drug abuse violations.
- Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed subgrant/contract:
 - will receive a copy of the company's drug-free policy statement; and,
 - will agree to abide by the terms of the company's statement as a condition of employment on the subgrant/contract.

EXHIBIT "F"

NAPA COUNTY TRAINING AND EMPLOYMENT CENTER

650 Imperial Way, Suite 101

Napa, CA 94559

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 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).

**BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION**

- (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 Representative:

Signature

Date

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.

EXHIBIT "G"
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, 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 any agency, a Member 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, or an employee of a Member of Congress in connection with the 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.

Authorized Signature

Date