

Solicitation 1012-002

WIA Workforce Services



County of Orange

Bid 1012-002 WIA Workforce Services

Bid Number **1012-002**
Bid Title **WIA Workforce Services**

Bid Start Date **Jan 12, 2011 12:42:01 PM PST**
Bid End Date **Feb 11, 2011 3:00:00 PM PST**
Question & Answer
End Date **Jan 31, 2011 8:30:00 PM PST**

Bid Contact **Jessica Amezcua**
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Description

The Orange County Workforce Investment Board is accepting proposals for Workforce Services, including, but not limited to consultants, grant writers, training providers and pre-vocational training services, demographic analysis and resource mapping services, marketing, and project management services.



Orange County Workforce Investment Board



Request for Proposals ***Workforce Services***

Release of RFP | January 12, 2011
Proposals Due Date | February 11, 2011 @ 3 pm

www.bidsync.com - Bid Number 1012-002

www.ocwib.org

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1. Request for Proposal Overview

1.1. Introduction and Overview

- 1.1.1. The Orange County Board of Supervisors and the Orange County Workforce Investment Board (OCWIB) work in partnership to administer the Workforce Investment Act of 1998 (WIA) for eligible Orange County residents. The cities of Santa Ana and Anaheim are governed by their own independent Workforce Investment Boards and are not covered by this Request for Proposals. The OCWIB is comprised of business leaders and representatives from labor, education, economic development, social services, community-based organizations, rehabilitative agencies, and other community entities. The Orange County Community Services/Community Investment Division (OCCS/CID) is the administrative entity of the OCWIB. OCCS/CID provides staff support to the OCWIB and its committees. Customer services for business and job seekers are provided through the Orange County One-Stop and Youth Centers. One-Stop and Youth operators are selected through a competitive bid process.
- 1.1.2. The OCWIB is charged with both the responsibility to oversee funds and the activities development system that aligns the County's diverse related funding streams (WIA and non-WIA) and is a customer-driven workforce development system that serves employers and job seekers to ensure that employers have the skilled workers they need and workers have jobs that provide economic self sufficiency.
- 1.1.3. The OCWIB is releasing this Request for Proposals (RFP) for Workforce Services under the provisions of the Workforce Investment Act of 1998 (WIA). The OCWIB and the County of Orange ("County") reserve the right to make changes to this RFP and/or any contract awarded pursuant to this RFP based on clarifications and/or changes in the federal and state laws and regulations, or other guidance provided by the state or Federal governments regarding the implementation of WIA.
- 1.1.4. This competitive procurement process assures that there are no presumptive deliverers of services. The OCWIB encourages the participation of both public and private organizations that may or may not be part of the currently funded workforce development system. New organizations are welcome, as are innovative thoughts on service delivery mechanisms, organizational arrangements, and staffing patterns.

2. Purpose of Solicitation

- 2.1. The Orange County Workforce Investment Board (OCWIB) is soliciting qualified individuals, organizations and municipalities to provide a full range of services related to the Workforce Investment Act programs offered in the County of Orange.
- 2.2. This RFP does not commit the County, acting through the Orange County Board of Supervisors, OCWIB or any other party to award a contract and may be withdrawn, amended or modified at any time in the sole discretion of the County. The County will not pay any costs incurred in the preparation, submission or consideration of a Proposal to this RFP, or any other costs or any type of kind incurred prior to the effective date of a contract awarded by the County Board of Supervisors.

- 2.3. The County reserves the right to award multiple contracts for the same service based on funding availability and the needs of the County. Contracts awarded pursuant to this RFP will be subject to availability of funds; the County does not warrant or guarantee the availability, amount or sufficiency of funds for the programs/services sought in this RFP. The availability of funds is contingent upon appropriation by Congress, allocated to the County of Orange and further appropriation by the County Board of Supervisors.
- 2.4. Services will be "project specific" and contracts will be negotiated on an as-needed basis as required for particular project assignment(s). In some cases, short notice will be required to complete projects and contractor availability may determine award and/or project assignment.

3. Proposal Due Date

- 3.1. Proposals must be received and date-stamped by OCWIB staff no later than **February 11, 2011 at 3:00 p.m** in order to be considered for contract award. Proposals shall be clearly labeled and submitted to:

Orange County Workforce Investment Board
County Operations Center
1300 South Grand Ave., Building B, 3rd Floor
Santa Ana, CA 92705

Attention: Workforce Services RFP Team, Bid Number 1012-002

LATE PROPOSALS WILL NOT BE ACCEPTED

- 3.2. Respondents who hand-deliver the Proposal will be issued a "Notice of Proposal Receipt". Proposals will be marked with the time and date received by OCWIB staff. If a commercial carrier (FedEx, UPS, or USPS) is used to submit a Proposal, it is the responsibility of Respondent to ensure that they receive a receipt of delivery from the commercial carrier. Timely submission of the Proposal is the sole responsibility of Respondent.

4. Who May Respond

- 4.1. Respondents may be individuals, public agencies, business organizations, public or private not-for-profit corporations, community-based organizations, local educational agencies, or private for-profit corporations organized in accordance with State and Federal laws. Respondents are not eligible if the organization, or if 2/3 of the officers of the organization, have been debarred from any other public agency in the United States; including, at the time of Proposal submission, those listed as "debarred, suspended, or proposed for debarment" on the Excluded Parties List System in use by the United States General Services Administration.
- 4.2. The OCWIB will accept joint Proposals (submitted by two or more entities) as long as the Proposal identifies a lead agency to be the fiscal agent and responsible for the attainment of performance standards.

5. How to Obtain this RFP

- 5.1. The RFP is available at www.bidsync.com reference bid number 1012-002.
- 5.2. The County of Orange utilizes BidSync to solicit products and services. Register as a supplier in the Online Bidding System. There is no cost to register.

6. Questions Regarding this RFP

- 6.1. All questions to this RFP must be submitted through www.bidsync.com reference bid number 1012-002.
- 6.2. No questions will be answered after January 31, 2011. It is Respondent's sole responsibility to access the website www.bidsync.com throughout the entire RFP process to obtain the most up-to-date information regarding this procurement. If, for some reason, an addendum to the RFP needs to be issued, it will immediately be available on BidSync. Official County communications regarding this RFP will only be released through Bidsync. Any oral, written or other communications with the County that are not included in Bidsync are unofficial and may not be relied upon.
- 6.3. It is Respondent's sole responsibility to access the website www.bidsync.com throughout the entire process to obtain the most up-to-date information regarding this procurement process. If, for some reason, an addendum to the RFP needs to be issued, it will immediately be available on BidSync.

7. Estimated RFP Timeline

The dates on the following timeline are tentative dates only and are subject to revision without further notice by the OCWIB:

RFP Released	On or about January 12, 2011
RFP Due Date	February 11, 2011 at 3:00pm
RFP Evaluation	February 14-18, 2011
Contract Negotiation	Contract negotiations will begin when a project and/or service is identified.
Orange County Workforce Investment Board and Subcommittees	Where required, funding recommendations to approve projects, services and funding will be agendaized.
Orange County Board of Supervisors	Where required, recommendations to approve projects, services and funding will be agendaized in accordance with the Board of Supervisor meeting calendar.

8. Funding¹

- 8.1. This RFP will make available for contracting approximately \$1,000,000 from March 1, 2011 through June 30, 2012.
- 8.2. Amounts and contract dates are subject to change without notice to Respondents.

9. Contract Awards

- 9.1. Contracts, if any, entered into as a result of this RFP process will be for a term through June 30, 2012.

¹ Funding levels identified in this RFP are preliminary estimates and are used for planning purposes only. These levels do not include carry-over of unexpended funds from prior year.

- 9.2. The County may, at its discretion, elect to contract for up to three (3) additional one-year terms based upon contractor performance (as specified in the contract), funding availability and ongoing needs.
- 9.3. The County reserves the right to release a new RFP at any time.
- 9.4. As needed through June 30, 2012, the OCWIB reserves the right to fund the providers competitively procured through this solicitation or fund additional activities that are in the best interest of the County.

10. Vendor Advisory

The County of Orange does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business.

11. RFP Instructions

- 11.1. All Proposals submitted in response to this RFP shall be in 12-pitch Arial font, and shall be submitted single-sided.
- 11.2. The Proposal page limit shall not exceed the amount noted for each response identified in Section 24.
- 11.3. Proposal submission shall include one (1) signed original and five (5) copies, stapled in the left-hand corner. Do not submit in binders.

12. RFP Evaluation

- 12.1. Projects will be scored individually as outlined under Section 25.
- 12.2. Following release of this RFP through the completion of the evaluation process, Respondents should not contact OCWIB members, OCWIB staff or elected officials charged with oversight of these programs to avoid conflicts of interest, appearance of conflicts of interest, or undue influence over the process. Comments, questions or clarifications regarding this RFP will be handled as provided in Section 6 above.
- 12.3. OCWIB staff retains the right to accept errors or omissions in Proposals or reject Proposals which are non-responsive. In addition, the County reserves the right to negotiate the terms and conditions of contract(s) with Respondent(s), as well as to vary or waive any provisions set forth in this RFP and/or any Proposal if it is in the best interest of the County.
- 12.4. It is understood and accepted by Respondent that all decisions and the degree to which a Proposal meets the evaluation criteria and the overall needs of the County and OCWIB are within the purview and judgment of the OCWIB and the Orange County Board of Supervisors. A review panel will evaluate all RFPs that pass the initial compliance assessment.
- 12.5. Selected Respondents may be invited to participate in oral presentations and/or interviews as deemed necessary by the Proposal evaluation panel. All Respondents are advised to be prepared to come in for a presentation and/or interview on short notice. The evaluation period is tentatively scheduled for the third week of February 2011. Oral presentations/interviews will be based on Respondents' Proposal and shall not include any new information or presentation not included in the Proposal.

13. Protests

- 13.1. In the event a Respondent believes that the County's solicitation is unfairly restrictive, ambiguous, contains conflicting provisions, or the Respondent

believes that any resulting Contract would be commercially impractical to perform, the Respondent must file a written protest with the Deputy Purchasing Agent (DPA). Protests should be addressed to:

Teresa Romero
Deputy Purchasing Agent
1770 North Broadway
Santa Ana, CA 92706

- 13.2. All protests related to bid or Proposal specifications must be submitted to the Deputy Purchasing Agent no later than five (5) business days prior to the close of the bid or Proposal. Protests received after the five (5) business day deadline will not be considered by the County.
- 13.3. In the event the protest of specifications is denied and the protester wishes to continue in the solicitation process, they must still submit a bid prior to the close of the solicitation in accordance with the bid/Proposal submittal procedures provided in the bid/Proposal.
- 13.4. In protests related to the award of a contract, the protest must be submitted no later than five (5) business days after the notice of the proposed contract award is provided by the Deputy Purchasing Agent. Protests relating to a proposed contract award which are received after the five (5) business day deadline will not be considered by the County.
- 13.5. All protests shall be typed on the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include the following information:
 - The name, address and telephone number of the protester;
 - The signature of the protester or the protester's representative;
 - The solicitation or contract number;
 - A detailed statement of the legal and/or factual grounds for the protest;
 - The form of relief requested.
- 13.6. In the event of a timely protest, the County shall not proceed with the solicitation or award of the contract until the Deputy Purchasing Agent, the County Purchasing Agent or the Procurement Appeals Board renders a decision on the protest.
- 13.7. Upon receipt of a timely protest, the Deputy Purchasing Agent will, within ten (10) business days of the receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.
- 13.8. The County may, after providing written justification to be included in the procurement file, make the determination that an immediate award of the contract is necessary to protect the substantial interests of the County. The award of a contract shall in no way compromise the protester's right to the protest procedures outlined herein.
- 13.9. If the protester disagrees with the decision of the Deputy Purchasing Agent, the protestor may submit a written notice to the Office of the County Purchasing Agent requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.
- 13.10. If the protester wishes to appeal the decision of the Deputy Purchasing Agent, the protester must submit, within three (3) business days from receipt of the

Deputy Purchasing Agent's decision, a written appeal to the Office of the County Purchasing Agent.

- 13.11. Within fifteen (15) business days, the County Purchasing Agent will review all materials in connection with the grievance, assess the merits of the protest and provide a written determination that shall contain his or her decision on whether the protest shall be forwarded to the Procurement Appeals Board as described in Section 1.4 of the County of Orange Contract Policy Manual.
- 13.12. The decision of the County Purchasing Agent on whether to allow the appeal to go forward will be final and there shall be no right to any administrative appeals of this decision.

14. Administrative Requirements

- 14.1. Proposals that are submitted shall not be marked as confidential or proprietary. Proposals submitted in response to this RFP process are subject to public disclosure as permitted by the California Public Records Act. Additionally, all Proposals shall become the property of the County. The County reserves the right to make use of any information or ideas in the Proposals submitted.
- 14.2. All materials will be retained by the County of Orange. The County of Orange reserves the right to reject any or all Proposals and to award and contract(s) as is in its best interest. The County of Orange reserves the right to solicit additional information from any Respondent after the Proposals have been received, including the requesting of interviews by Respondents.
- 14.3. This RFP does not commit the OCWIB or the County of Orange to award a contract. The County will not pay any costs incurred in the preparation, submission or consideration of a Proposal to this RFP, or any other costs or any type of kind incurred prior to the effective date of a contract awarded by the County Board of Supervisors.
- 14.4. The County reserves the right to withdraw the RFP in the event that the OCWIB determines there is a failed competition, which can be defined by:
 - Response to RFP is insufficient to proceed;
 - Responses to RFP make it economically unfeasible to proceed;
 - Any changing circumstances in status, as determined by the OCWIB, that would negate the requirement of the RFP; or
 - Any changing circumstance, as determined by the County of Orange, which would require postponement or withdrawal of the RFP.
- 14.5. The scope of services to be provided must be in accordance with all applicable Federal, State, and local laws, regulations, rules and policies, and with specifications of this RFP.
- 14.6. Proposals must be competitive in terms of cost and performance.
- 14.7. Respondents will be subject to reference checks and performance information validation. This may include, but is not limited to, a review of Respondent's recordkeeping procedures, management systems, and accounting and administrative systems.
- 14.8. Submitted Proposals must be valid for a period of time no less than one year from the date of submission.
- 14.9. Respondents are required to comply with all terms, conditions, and parameters as set forth in the attached model WIA Cost Reimbursement Agreement (see Attachment 2), subject to modification based on changes to Federal, state, and local rules, regulations, and policies, as well as changes based on the continuous quality improvement efforts of the OCWIB.

14.10. All Proposals must include the following components:

Section I – Cover Page (See Attachment 1 and submit with Proposal)

Section II – Administrative and Fiscal Capacity (See Section 24)

Section III – Narrative(s) (See Section 24)

Section IV – Exhibits (signed and submitted with Proposal)

- Exhibit 1 - Assurances
- Exhibit 2 - EDD Independent Contractor Reporting Requirements
- Exhibit 3 - Child Support Enforcement Certificate Requirements
- Exhibit 4 - Disclosure of Lobbying Activities
- Exhibit 5 - Certification Regarding Lobbying

15. Indemnification

Respondents shall refer to the sample WIA Cost Reimbursement Agreement (Attachment 2) of this RFP for specific requirements.

16. Insurance

Respondents shall refer to the sample WIA Cost Reimbursement Agreement (Attachment 2) of this RFP for specific requirements.

17. Contracting

- 17.1. Contracts entered into as a result of this RFP will be begin on or after March 1, 2011 through June 30, 2012, and may be renewed up to an additional three (3) one-year terms as allowable under the WIA. Any such renewals shall be at the discretion of the OCWIB and Orange County Board of Supervisors.
- 17.2. The County and the OCWIB retain the authority before and during any contract term to approve proposed subcontracts or purchase agreements that amount to \$10,000 or more prior to their execution. A "Subcontractor" is defined as any entity undertaking part of the work under the terms of the contract, by virtue of an agreement with the Contractor.
 - 17.2.1 The OCWIB retains full authority to enforce performance standards upon the Subcontractor through the Contractor.
 - 17.2.2 The OCWIB retains full authority to direct the Contractor in all matters pertaining to Subcontractors, including cancellation of Subcontractor's contract.
 - 17.2.3 The OCWIB retains the right to contract directly with proposed Subcontracted entities as identified in the Proposal, if it is in the best interest of the OCWIB or the County.
- 17.3. Contracts resulting from this RFP will be in the form of Cost Reimbursement Agreements (see sample WIA Cost Reimbursement Agreement, Attachment 2). Respondents should be able to support the cost of the program until they are reimbursed, which can take up to 30 days.
- 17.4. Contractors are required to provide a fee schedule of costs with their Proposal. Profit is limited to 10%. Profit will be negotiated and is not guaranteed at 10% even if the Proposal has been selected. Profit may be allocated between administration and program services.
- 17.5. Contracts awarded under this RFP are subject to change based on funding availability. Available funding (or anticipated funding) and service delivery

strategies will dictate the recommendations that are ultimately considered by the OCWIB and the County of Orange.

18. Scope of Services

- 18.1. Respondents may apply for one or more of the workforce services identified below. Refer to Section 24 for required responses for each type of service.
- 18.2. Consultants:
 - *Strategic Planning* – Assist OCWIB in establishing goals and objectives, developing strategies and articulating the roles and responsibilities of the OCWIB, WIA One-Stop Centers, Business Services, and Youth programs.
 - *Policy Advisors* – Remain current on WIA, economic development, workforce development and related policies, regulations, laws, OMB circulars, and initiatives. Provide, at minimum, briefings and monthly reports on the impact of policies on Orange County.
 - *Facilitators* – Facilitating workforce development group meetings and workshops.
 - *Marketing* – Design marketing materials, which may include, but are not limited to fliers, brochures, pamphlets, advertisements and website content.
- 18.3. Workforce and Economic Development Conferences and Forums - Planning of forums including, but not limited to determining location, identifying speakers and facilitators, marketing, initiating invitations, and managing responses, and developing agendas.
- 18.4. Grant Writing – Grant development in response to solicitations including, but not limited to partnership development, program design and performance outcomes. May also include the development of unsolicited grant Proposals. Grant project areas may include workforce and/or economic development, labor market information, one-stop services and other grants specializing in a specific project area or special population such as prisoner reentry, foster youth and veterans.
- 18.5. Demographic Analysis and Resource Mapping – Identification of existing services and gaps in service to meet the needs identified in the demographic analysis including, but not limited to general demographics; partners and services related to target populations identified in WIA; employers within industries and occupations, and training.
- 18.6. Vocational Training Services - Customized training programs, cohort-based training programs, developing on-the-job training opportunities for youth and adults, and developing paid and unpaid work experience opportunities for youth and adults.
- 18.7. Prevocational Services related to life skills and career development.
- 18.8. Project Management Services related to short-term workforce services, projects, special grants, and economic development services and projects. May include providing direct client services for special projects and grants.

19. Organizational Qualifications, Expertise and Budget

- 19.1. Management - Respondents must be able to demonstrate the management and financial capability needed to effectively and efficiently deliver the program proposed. Management capability includes the following:
 - 19.1.1 Ability to manage the project delivery effectively and efficiently
 - 19.1.2 Conduct self-monitoring for contract and regulatory compliance
 - 19.1.3 Achieve contract objectives
 - 19.1.4 Keep appropriate records in an auditable manner

- 19.1.5 Meet/exceed performance standards
- 19.2 Financial Capability
 - 19.2.1 Respondents are expected to have the ability to manage and track multiple funding streams and to have the mechanisms in place so they can quickly react to changes in fund availability.
 - 19.2.2 Financial capability includes the ability to maintain fiscal controls, accounting procedures, and financial reporting in accordance with Generally Accepted Accounting Principles (GAAP) and requirements established by the OCWIB.
- 19.3 Demonstrate sound financial practices
 - 19.3.1 Respondent is advised that separate accounting records must be kept for the contract to ensure accurate and appropriate reporting of contract expenditures, and costs must be tracked in sufficient detail to determine compliance with contract requirements and ensure funds have not been unlawfully spent. All accounting records must be made available for review upon request for examination, audit, or for the making of excerpts or copies of such records for the purpose of determining compliance with all applicable rules and regulations, and the provisions of the contracts.
 - 19.3.2 There is an expectation that Respondents will bring resources into the One-Stop System that will compliment the WIA funding streams. WIA funds have greatly fluctuated over the past few years, and therefore, fund diversification is required to maintain an effective One-Stop System. Respondents shall identify cash and in-kind match resources from non-WIA mandated partners.

20. Deliverables

- 20.1. Contractor is required to provide deliverables in a schedule to be determined by the OCWIB, in accordance with all specific program components, service levels and performance standards established by the OCWIB. Contractor performance will be reviewed on a monthly basis.
- 20.2. Contractor is required to provide invoices in accordance with the scheduled to be determined by the OCWIB based on the deliverables of the contract.

21. Monitoring of Contractor Performance Achievement

- 21.1. The OCWIB Administrative Staff will monitor the performance of Contractors on a regular basis.
- 21.2. Contractors must demonstrate that reports and statistics are used regularly as a management tool to comply with the commitment to continuous improvement. Contractors must also demonstrate that the reports and performance results are shared with the appropriate staff.
- 21.3. Contractor's individual performance statistics will be evaluated on a monthly basis.

22. Corrective Action Plans

- 22.1. Contractors performing below the contract level on any given month on any individual performance measure will be subject to the following corrective actions:
 - 22.1.1 Prompt development and implementation of appropriate Corrective Action Plan(s) to raise performance and ensure compliance; and

- 22.1.2 Close monitoring of subsequent performance to assess acceptable progress in addressing the deficiencies and the impact of the corrective action plan(s) on service delivery.
- 22.2. Failure to achieve the goals set forth in the corrective action plan within the time-frame prescribed will result in penalties, such as de-obligation, revocation of the contract by the OCWIB, or in extreme cases, liquidated damages.

23. Quality Control

The Contractor's quality control process shall include mechanisms to detect and reduce fraud and errors in data collection eligibility determinations and service delivery. All Contractor staff shall be responsible for error and fraud detection and reduction.

24. RFP Response

SECTION I - COVER PAGE

SECTION II - ADMINISTRATIVE AND FISCAL CAPACITY

Not to exceed 2 pages (does not include attachments)

Provide a background of the firm, including length of time in business and type of services provided. Describe the administrative and fiscal capacity to fulfill WIA-required documentation and recording keeping such as collecting data and preparing WIA required documents; accounting controls; internal monitoring; and handling of corrective actions/findings if needed. Attach the most recent financial audit report including findings and corrective actions that were taken. If an audit report is not available, provide an explanation.

SECTION III - NARRATIVES

Respondents are not required to submit a Proposal for each workforce service identified below. Submit Proposals only for the workforce service for which you are applying.

CONSULTANT – STRATEGIC PLANNING

Not to exceed 2 pages (does not include attachments)

1. Describe experience in providing strategic planning services in workforce development, economic development activities, and the Workforce Investment Act.
2. Identify the hourly rate for providing services.
3. Provide a listing of the strategic planning services related to workforce development, economic developments and the Workforce Investment Act completed within the past two (2) years. Follow the table format below:

Client	Date(s)	Summary of Service Provided

4. If applicable, provide a description of additional types of strategic planning services you/your organization provides that are not related workforce development, economic development activities, and the Workforce Investment Act
5. Provide three (3) references, and include the contact name, address and phone number for completed projects.

CONSULTANT – POLICY ADVISORS

Not to exceed 2 pages (does not include attachments)

1. Describe experience in serving as a policy advisor of the Workforce Investment Act.
2. Identify the hourly rate for providing services.
3. Provide a listing of the services provided as a policy advisor related to workforce development completed within the past two (2) years. Follow the table format below:

Client	Date(s)	Summary of Service Provided

4. If applicable, provide a description experience in serving as a policy advisor that is not related workforce development, economic development activities, and the Workforce Investment Act.
5. Provide three (3) references, and include the contact name, address and phone number for completed projects.

CONSULTANT – FACILITATORS***Not to exceed 2 pages (does not include attachments)***

1. Describe experience in facilitating workforce development, economic development activities, and the Workforce Investment Act group meetings and workshops.
2. Identify the hourly rate for providing services.
3. If applicable, provide a description of additional types of meetings and workshops that you/your organization has served as facilitator for that are not related workforce development, economic development activities, and the Workforce Investment Act.
4. Provide three (3) references, and include the contact name, address and phone number for completed projects.

CONSULTANT – MARKETING***Not to exceed 2 pages (does not include attachments)***

1. Describe experience in designing marketing materials, including fliers, brochures, pamphlets, advertisements and website content.
2. Describe other marketing services you/your organization provides.
3. Provide three (3) references, and include the contact name, address and phone number for completed projects.
4. Attach 10 samples of completed materials (does not count against page limit).

WORKFORCE AND ECONOMIC DEVELOPMENT FORUMS AND CONFERENCES***Not to exceed 3 pages (does not include attachments)***

1. Describe experience in planning and coordinating workforce and economic development conferences and forums.
2. Describe experience in planning and coordinating other types of conferences and forums.
3. Identify the hourly rate for providing services.

4. Provide a list of workforce and economic development conferences and forums coordinated in the past two (2) years (include the name of the conference, the industry or topic of focus if applicable, and the client). Follow the table format below:

Name of Conference / Forum	Industry/ Topic of Focus	Client

5. If you have not coordinated conferences specific to workforce and economic development, provide a list of other conferences and forums that you have coordinated in the past two (2) years. Follow the table format below:

Name of Conference / Forum	Topic of Focus	Client

6. Provide three (3) references, and include the contact name, address and phone number for completed projects.

GRANT WRITING

Not to exceed 2 pages (does not include attachments)

1. Describe experience in grant writing. Attach résumé(s) for key management and staff that will be providing the services.
2. Identify the hourly rate for providing services.
3. Provide a list of grants completed and funded in the past two (2) years. Follow the table format below:

Grant Name	Summary (including Industry Sector or Special Population, if applicable)	Funding Agency	Funded?	Client

4. Provide three (3) references, and include the contact name, address and phone number for completed projects.

DEMOGRAPHIC ANALYSIS AND RESOURCE MAPPING

Not to exceed 2 pages (does not include attachments)

1. Describe experience in completing demographic analysis and resource mapping.
2. Identify the hourly rate for providing services.
3. Provide a list of and a brief summary of demographic analysis and resource mapping completed in the past two (2) years.

Name of Project	Summary of Service Provided	Client

4. Provide three (3) references, and include the contact name, address and phone number for completed projects.

VOCATIONAL TRAINING SERVICES – CUSTOMIZED TRAINING PROGRAMS***Not to exceed 5 pages (does not include attachments)***

1. Describe background and experience in developing and implementing customized training programs leading to a State recognized approved degree and/or certificate or an industry recognized certificate.
2. List the customized training programs that have been developed and implemented in the past two (2) years. Include a brief summary of the competencies, the accrediting body or industry group supporting training, the cost per student, and the outcomes for completion of training.
3. Attach verification of accreditation of the training program or industry recognized support of training.
4. Identify key management and staff who will provide services, and include their specific areas of responsibilities and a summary of experience and expertise.
5. Provide three (3) references, and include the contact name, address and phone number.

VOCATIONAL TRAINING SERVICES-COHORT-BASED PROGRAMS***Not to exceed 5 pages (does not include attachments)***

1. Describe background and experience in developing and implementing cohort-based training programs leading to a State recognized approved degree and/or certificate, or an industry recognized certificate.
2. List the training programs that have been developed and implemented in the past two (2) years. Include a brief summary of the competencies, the accrediting body or industry group supporting training, the cost per student, and the outcomes for completion of training.
3. Attach verification of accreditation of the training program or industry recognized support of training.
4. Identify key management and staff who will provide services, and include their specific areas of responsibilities and a summary of experience and expertise.
5. Provide three (3) references, and include the contact name, address and phone number.

VOCATIONAL TRAINING SERVICES-ON-THE-JOB TRAINING (OJT)***Not to exceed 5 pages (does not include attachments)***

1. Describe background and experience in developing OJTs for youth and adults in entry-level, mid-level, and executive level jobs. Include coordination with One-Stop Centers, WIA Youth programs, and other workforce development related programs.
2. Describe experience in developing OJTs for individuals that have a criminal background.
3. Provide a list of the companies/employers that have participated in an OJT program within that past two (2) years. Include the industry, the length of the OJT, the job title, the wage for the OJT participants, and the employer contact information.

Participant*	Dates of OJT (e.g. 1/1/10- 3/31/10)	Employer & Industry	Job Title	Wage	Employer Contact and Phone Number
1.					
2.					

*Do not include names, SSN or other unique identifiers – assign a number to each participant that you will be able to cross-reference upon request by OCWIB Evaluators.

4. Identify key management and staff who will provide services, and include their specific areas of responsibilities and a summary of experience and expertise.
5. Provide three (3) references, and include the contact name, address and phone number.
6. Attach the OJT work agreement(s).

VOCATIONAL TRAINING SERVICES- WORK EXPERIENCE (WEX) OPPORTUNITIES
Not to exceed 5 pages (does not include attachments)

1. Describe background and experience in developing paid and unpaid WEX opportunities for youth and adults. Include coordination with One-Stop Centers, WIA Youth programs, and other workforce development related programs.
2. Attach a list of the companies/employers that have participated in a WEX program within that past two (2) years. Indicate if employers hired the participants after the WEX completed. Include contact information for each employer.

Participant	Dates of WEX (e.g. 1/1/10- 3/31/10)	Employer & Industry	Wage	Hired at Completion of WEX?	Employer Contact and Phone Number
1.					
2.					

*Do not include names, SSN or other unique identifiers – assign a number to each participant that you will be able to cross-reference upon request by OCWIB Evaluators.

3. Identify key management and staff who will provide services, and include their specific areas of responsibilities and a summary of experience and expertise.
4. Provide three (3) references, and include the contact name, address and phone number.
5. Attach the WEX work agreement(s).

PREVOCATIONAL SERVICES

Not to exceed 2 pages (does not include attachments)

1. Describe experience in providing pre-vocational services including, but not limited to life-skills and career development.
2. Provide a description of the curriculum used to provide pre-vocational services.
3. Describe other services you/your organization provides.
4. Provide three (3) references, and include the contact name, address and phone number for completed projects.

PROJECT MANAGEMENT

Not to exceed 2 pages (does not include attachments)

1. Describe experience in managing short-term projects and services related to workforce development and economic development.
2. Identify the hourly rate for providing services.
3. Provide a list of and a brief summary of projects and services completed in the past two (2) years.

Name of Project	Summary of Service Provided	Client

4. Provide three (3) references, and include the contact name, address and phone number for completed projects.

SECTION IV – EXHIBITS

Must be signed and submitted with Proposal

1. Assurances
2. EDD Independent Contractor Reporting Requirements
3. Child Support Enforcement Certificate Requirements
4. Disclosure of Lobbying Activities
5. Certification Regarding Lobbying

25. RFP Initial Compliance Assessment and Evaluation

Each narrative for the services being applied for will be evaluated separately. For example, if Proposal narratives are submitted for Work Experience (WEX) and Grant Writing, WEX will be evaluated and scored and evaluated separately from Grant Writing. Based on individual scores for each separate narrative, respondent could be awarded a contract for Grant Writing, but not for WEX. Fundable Proposals must score at least 70 points (maximum points possible are 100).

Initial Compliance Assessment Checklist

The checklist below will be used to complete the compliance assessment. Proposals that meet the initial compliance assessment will be evaluated by the RFP panel.

Section I – Cover Page Completed (Attachment 1)	
Section II – Administrative And Fiscal Capacity Included	
Section III – Narrative(s) meet page limit requirements	
Exhibit 1 – Assurances	
Exhibit 2 – EDD Independent Contractor Reporting Requirements	
Exhibit 3 – Child Support Enforcement Certificate Requirements	
Exhibit 4 – Disclosure of Lobbying Activities	
Exhibit 5 – Certification Regarding Lobbying	

RFP Evaluation

RFP COMPONENT	Points	
SECTION I – COVER PAGE		5
SECTION II – ADMINISTRATIVE AND FISCAL CAPACITY		15

SECTION III – NARRATIVE		70
<i>Consultant – Strategic Planning</i>		
<i>Experience</i>	50	
<i>Past Projects Identified</i>	15	
<i>References</i>	5	
<i>Consultant – Policy Advisor</i>		
<i>Experience</i>	50	
<i>Past Projects Identified</i>	15	
<i>References</i>	5	
<i>Consultant – Facilitators</i>		
<i>Experience</i>	65	
<i>References</i>	5	
<i>Consultant – Marketing</i>		
<i>Experience</i>	50	
<i>References</i>	5	
<i>Samples of completed work included</i>	15	
<i>Workforce and Economic Development Forums and Conferences</i>		
<i>Experience</i>	50	
<i>Past Projects Identified</i>	15	
<i>References</i>	5	
<i>Grant Writing</i>		
<i>Experience</i>	50	
<i>Past Projects Identified</i>	15	
<i>References</i>	5	
<i>Demographic Analysis and Resource Mapping</i>		
<i>Experience</i>	50	
<i>Past Projects Identified</i>	15	
<i>References</i>	5	
<i>Vocational Training Services - Customized Training Programs</i>		
<i>Experience</i>	50	
<i>Past Projects Identified</i>	10	
<i>Accreditation and/or Industry Recognition Attached</i>	5	
<i>References</i>	5	
<i>Vocational Training Services - Cohort-Based Programs</i>		
<i>Experience</i>	50	
<i>Past Projects Identified</i>	10	
<i>Accreditation and/or Industry Recognition Attached</i>	5	
<i>References</i>	5	
<i>Vocational Training Services - On-the-Job Training</i>		
<i>Experience</i>	50	
<i>Listing of companies/employers</i>	10	
<i>References</i>	5	
<i>OJT Work Agreement attached</i>	5	
<i>Vocational Training Services - Work Experience</i>		

<i>Experience</i>	50	
<i>Listing of companies/employers</i>	10	
<i>References</i>	5	
<i>WEX Work Agreement attached</i>	5	
<i>Prevocational Services</i>		
<i>Experience</i>	55	
<i>Curriculum</i>	10	
<i>References</i>	5	
<i>Project Management</i>		
<i>Experience</i>	50	
<i>Past Projects Identified</i>	15	
<i>References</i>	5	
SECTION IV - EXHIBITS (2 points each)		10
1. Assurances	2	
2. EDD Independent Contractor Reporting Requirements	2	
3. Child Support Enforcement Certificate Requirements	2	
4. Disclosure of Lobbying Activities	2	
5. Certification Regarding Lobbying	2	
TOTAL		100

Exhibit 1

Representations and Acknowledgements

As a condition of submitting a Proposal, Respondent hereby represents and acknowledges the following:

1. I am duly authorized by law or by my Board of Directors, Trustees, or other legally qualified officer or as the owner of the agency or business to submit this Proposal on behalf of the "Respondent."
2. The Proposal shall remain valid for a period of one year from the RFP submission date.
3. Respondent is not currently on any Federal, State of California or local Debarment List.
4. Respondent will provide records to show fiscal solvency, if required.
5. Respondent has additional funding sources and will not be dependent on WIA funds alone to carry out the proposed program(s).
6. Respondent will meet all applicable federal, State, and local compliance requirements, including, but not limited to:
 - a. Meeting County of Orange Insurance requirements;
 - b. Ensuring that records accurately reflect actual performance;
 - c. Maintaining record confidentiality;
 - d. Reporting financial, participant, and performance data, as required;
 - e. Complying with Federal and State non-discrimination provisions;
 - f. Meeting requirements of Section 504 of the Rehabilitation Act of 1973;
 - g. Meeting all applicable labor law, including Child Labor Law standards;
 - h. Meeting all child support enforcement certification requirements;
 - i. Meeting all Employment Development Department Independent Contractor Reporting Requirements; and
 - j. Meeting all lobbying certification and disclosure of lobbying activities requirements.
7. Respondent will not:
 - a. Place a customer in a position that will displace a current employee.
 - b. Use WIA money to assist, promote, or deter union organizing.
 - c. Use funds to employ or train persons in sectarian activities.
 - d. Use funds for customers in the construction, operation, or maintenance of any part of a facility to be used for sectarian instruction or religious worship.
8. Respondent will:
 - a. Establish, in accordance with section 184 of the Workforce Investment Act, fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for, funds provided to the Local Workforce Investment Board through the allotments made under sections 127 and 132 [WIA, Section 112(b)(11)].
 - b. Comply with the uniform administrative requirements referred to in WIA, Section 184(a) (3).
 - c. Comply with the confidentiality requirements of WIA, Section 136(f) (3).
 - d. Ensure that no funds received under the Workforce Investment Act will be used to assist, promote, or deter union organizing [WIA, Section 181 (b) (7)].
 - e. Comply with the nondiscrimination provisions of WIA, Section 188, including an assurance that Methods of Administration have been developed and implemented.
 - f. Collect and maintain data necessary to show compliance with the nondiscrimination provisions of WIA, Section 188.
 - g. Comply with grant procedures of WIA, Section 189I.
 - h. Ensure that veterans' services provided with Wagner-Peyser Act funds will be in compliance with 38 U.S.C. Chapter 41 and 20 CFR part 1001.
 - i. Ensure that Wagner-Peyser Act-funded labor exchange activities will be provided by merit-based public employees [State Planning Guidance VI. 13].
 - j. Comply with section 504 of the Rehabilitation Act of 1973 (29 USC 794) and the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.).
 - k. Spend all funds in accordance with the Workforce Investment Act, written Department of Labor guidance, and other applicable Federal and State laws and regulations.
 - l. Comply with local and statewide One-Stop Certification requirements and policies relating thereto.
 - m. Endeavor to partner and plan with such entities, that the OCWIB, its subcommittees or staff direct, including regionally, statewide or nationally.
 - n. Comply with such new regulations that are set forth in the Reauthorization of WIA or new law governing the services/activities set forth in this RFP and any awarded contract.
 - o. Comply with applicable policies, procedures, rules, regulations and rulings adopted by the State of California, County of Orange and the OCWIB, as appropriate.
 - p. Comply with the scope, requirements and parameters set forth in this RFP.

On behalf of the Respondent, I hereby represent, acknowledge and agree to the to all of the above .

Signature

Date

Printed Name

Title

Exhibit 2

EDD Independent Contractor Reporting Requirements

Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a Contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent Contractor is defined as "an individual who is not an employee of the....government entity for California purposes and who receives compensation or executes a Contract for services performed for that....government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txicr.htm.

To comply with the reporting requirements, County procedures for contracting with independent contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

First name, middle initial and last name
Social Security Number
Address
Start and expiration dates of Contract
Amount of Contract

First Name & Middle Initial	Last Name
Social Security No.	
Contract Number	\$ Dollar Value of Contract
Start Date	Expiration Date

Exhibit 3
DISTRICT ATTORNEY
CHILD SUPPORT ENFORCEMENT CERTIFICATE REQUIREMENTS

In order to comply with child support enforcement requirements of the County of Orange, the required contractor data and certifications must be submitted within 10 days of award notification.

Failure of the contractor to submit the data/or certifications required shall result in the contractor may be disqualified from being considered for contract award. Subsequent to issuance of the contract, failure to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earning Assignment shall constitute a material breach of the contract. Failure to cure breach within 60 calendar days of notice from the County shall constitute grounds for termination.

- A. In the case of an individual bidder/proposer, his/her name, date of birth, Social Security number, and residence address:

Name: _____
D.O.B.: _____ Social Security: _____
Residence Address: _____

- B. In the case of a bidder/proposer doing business other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity (If no individual owns an interest of 10 percent or more, indicate not applicable.):

Name: _____
D.O.B.: _____ Social Security: _____
Residence Address: _____

Name: _____
D.O.B.: _____ Social Security: _____
Residence Address: _____

Name: _____
D.O.B.: _____ Social Security: _____
Residence Address: _____

**DISTRICT ATTORNEY
CHILD SUPPORT ENFORCEMENT CERTIFICATE REQUIREMENTS**

- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of any contract issued pursuant to this Request for Proposal process with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract."

Name

Title

Authorized Signature

Exhibit 4**Page 1 of 3**

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e. g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report, in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e. g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE 90 09."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in kind contribution, specify the nature and value of the in kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF LLL A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348 0046) Washington D.C., 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose activities pursuant to 31 U.S.C 1352

1. Type of Federal Actions: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Actions: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For material change only: Year: _____ Quarter: _____ Date of last report: _____
4. Name and Address of Reporting Entity Prime Subawardee Tier _____ if known Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee: Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department / Agency:	7. Federal Program Name/Description	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheets SF-LLL-A, if necessary)	10b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Amount of Payment (check all that apply): \$ Actual Planned	13. Type of Payment (check all that apply) a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other specify: _____	
12. Form of Payment (check all that apply): a. cash b. in-kind: specify: nature: _____ value: _____		
14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11:		
15. Continuation sheet(s) SF-LLL-A attached: ☐ Yes ☐ No		
16. Information requested through this form authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. An person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Signature: _____ _____ _____ Print Name: Title: Telephone No: Date:		

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET
Approved by OMS - 0348-0046

Reporting Entity: _____

_____ Page _____ of _____

BILLING CODES 3410-01 -C; 6450-01-C; 6890-01 ;6025-01-C; 7510-01-C , 35 1 0-FE-C; 8120-01 -C; 4710-24-C, 6116-01 -C,

Exhibit 5**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 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* 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.

Grantee/Contractor Organization

Name

Title

Authorized Signature

*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

**REQUEST FOR PROPOSAL
COVER PAGE**

Name: _____
Address: _____

Contact Person: _____
Telephone Number: _____ Fax Number: _____
Email Address: _____
Federal ID #: _____

Note: Notifications regarding this procurement will be sent to the above-mentioned email address.

By signing this proposal, Corporate Officer or Public Officer certifies that no representative of the corporation has exerted any undue influence on the procurement process, violated any federal or State procurement, conflict of interests or ethics law in seeking funding for this proposal.

Corporate Officer Signature _____ Date _____

Print/Type Name and Title _____

Check all applicable:

- | | | |
|---|--|---|
| ☐ Corporation | ☐ For-Profit Organization | ☐ Labor Organization |
| ☐ Community-Based Organization | ☐ Sole Proprietorship | ☐ Partnership |
| ☐ Not-for-profit | ☐ State Agency | |
| ☐ Other Public Agency (specify): _____ | | |
| ☐ Other (specify): _____ | | |

Identify RFP(s) being submitted for evaluation:

- ☐ Workforce Consultants:
 - ☐ Strategic Planning
 - ☐ Policy Advisors
 - ☐ Facilitators
 - ☐ Marketing
- ☐ Workforce and Economic Development Conferences and Forums
- ☐ Grant Writing
- ☐ Demographic Analysis and Resource Mapping
- ☐ Project Management Services
- ☐ Pre-Vocational Services
- ☐ Vocational Training Services
 - ☐ Customized Training Programs
 - ☐ Cohort Based Training Programs
 - ☐ On-The-Job Training
 - ☐ Work Experience

Agreement #

ATTACHMENT 2

**SAMPLE WIA COST REIMBURSEMENT AGREEMENT**

County of Orange

FUNDING SOURCES: _____

AGREEMENT #: _____

CFDA #: _____

THIS AGREEMENT between the County of Orange, hereinafter referred to as "COUNTY", and _____ hereinafter referred to as "CONTRACTOR", consists of fifty-three (53) sections and the following eleven (11) exhibits: A. General Requirements; B. Statement of Work; C. Performance Standards; D. Budget Schedule; E. Drug Free Workplace Certification, F. Suspension & Debarment Certification G. Certification Regarding Lobbying, H. Disclosure Form to Report Lobbying, I. Child Support Enforcement Provision (for-profit providers only), J. Employment Development Department Independent Operator Reporting Requirements, and K. OC Community Resources Contract Reimbursement Policy.

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- K. OC Community Resources Contract Reimbursement Policy

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RECITALS

WHEREAS, Congress has enacted the "Workforce Investment Act of 1998," hereinafter referred to as "the Act," to provide workforce investment activities, through statewide and local workforce investment systems, that increase employment, retention and earnings of participants, and increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce and enhance the productivity and competitiveness of the Nation; and

WHEREAS, COUNTY, acting as the Administrator of the Act funds, is empowered to make a portion of the funds available pursuant to the Act (hereinafter referred to as "grant funds") to CONTRACTOR, for the purpose of implementing the provisions of the Act; and

WHEREAS, COUNTY, by Minute Order dated, _____ a copy of which is on file with the Clerk of the Board of Supervisors of Orange County and which by this reference is incorporated herein and made a part hereof as if fully set forth, has appropriated a portion of grant funds in an amount not to exceed _____ dollars (\$_____) to engage CONTRACTOR to carry out certain program services as further specified herein; and

WHEREAS, CONTRACTOR, in order to receive grant funds, agrees to the terms and conditions hereinafter set forth;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. ADMINISTRATION OF AGREEMENT

COUNTY'S OC Community Resources Director or designee (hereinafter referred to as "DIRECTOR"), shall administer this Agreement as is necessary or reasonable to comply with or implement the grant funds received by COUNTY and as required by law or applicable regulations.

2. PURPOSE

The purpose of the program funded by this Agreement is to provide workforce investment activities that increase employment, retention, earnings and occupations skill attainment through local workforce investment systems to those seeking employment. Additionally, this program is funded to increase the

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effectiveness of local and regional business through business improvement and development activities, job matching, and other services. All services are intended to improve the quality of the workforce and enhance the productivity and competitiveness of Orange County and the United States. CONTRACTOR shall ensure that the program funded hereby complies with this purpose.

3. CONTINGENCY OF FUNDS

CONTRACTOR acknowledges that the obligations of COUNTY under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of CONTRACTOR's expenditures, and appropriation of sufficient funds for the services hereunder in the budget approved by COUNTY's Board of Supervisors each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, CONTRACT ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum obligation, or modify this Agreement, without penalty. The decision of CONTRACT ADMINISTRATOR shall be binding on CONTRACTOR. CONTRACT ADMINISTRATOR shall provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with CONTRACT ADMINISTRATOR's decision.

4. TERM

The effective term of this Agreement shall commence on _____ and terminate on _____ subject to the provisions of Sections 3 and 6 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to obligations with respect to indemnification, audits, reporting and accounting. CONTRACTOR and DIRECTOR may mutually agree in writing to extend the term of this Agreement up to and including a period of one year, provided that COUNTY's maximum obligation stated in Subparagraph 3 of this Agreement does not increase as a result, and on the same terms and conditions upon mutual agreement of the parties in writing without further Board action, unless the COUNTY earlier terminates this AGREEMENT pursuant to the provisions contained herein.

Agreement #**5. STATEMENT OF WORK**

This Agreement is based upon the Statement of Work, attached hereto and incorporated herein as Exhibit B to this Agreement. CONTRACTOR agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner. The parties hereto agree that the terms and conditions of the Statement of Work control over all other provisions of this Agreement.

6. TERMINATION

(a) CONTRACT ADMINISTRATOR may terminate this Agreement without penalty immediately with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause is defined as any breach of this Agreement, any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by CONTRACT ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

(b) Upon termination, or notice thereof, CONTRACTOR agrees to cooperate with CONTRACT ADMINISTRATOR in the orderly transfer of service responsibilities, active case records, pertinent documents and all equipment or materials purchased with grant funds.

7. BREACH – SANCTIONS

If, through any cause, CONTRACTOR violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by CONTRACTOR, or if CONTRACTOR reports inaccurately, or if an audit report makes disallowances, CONTRACTOR shall promptly remedy its acts or omissions and/or repay COUNTY all amounts due COUNTY as a result thereof. For any such failures or violations COUNTY shall also have the right, at its sole discretion, to: (1) immediately discontinue program support until such time as CONTRACTOR fulfills its obligations or remedies all violations of this Agreement or prior Agreements; and/or (2) collect outstanding amounts, as determined by CONTRACT ADMINISTRATOR to be due COUNTY from CONTRACTOR, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice CONTRACTOR has failed to repay same or a repayment

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1 schedule has not been made; and/or (3) terminate this Agreement as provided herein. CONTRACT
2 ADMINISTRATOR shall give CONTRACTOR written notice of any action pursuant to this paragraph, which
3 notice shall be deemed given on the date of mailing.

8. SERVICES

4 CONTRACTOR agrees that those specific program components to be performed by
5 CONTRACTOR, and the service levels to be utilized by COUNTY for program evaluation and monitoring,
6 include, but are not limited to, those set forth in Exhibits "A", "B", and "C" which are attached hereto and
7 incorporated herein as if fully set forth. CONTRACTOR agrees that it is responsible for and guarantees
8 performance of all of the specific program components and service levels listed in Exhibits "A", "B", and
9 "C". CONTRACTOR further agrees that lack of compliance with Exhibits "A", "B", and "C" may, in addition
10 to those remedies set forth in this Agreement, constitute grounds for COUNTY to reduce the level of
11 payment otherwise provided under Section 10 of this Agreement, reduce the payment level and budget at
12 which CONTRACTOR will be funded for the remainder of the term of this Agreement, or terminate this
13 Agreement. Reductions in an amount up to 10% of the total grant fund authorized herein may be made by
14 CONTRACT ADMINISTRATOR. Any reduction over 10% shall require action of the Board of Supervisors.

9. MODIFICATION OF PROGRAM COMPONENTS, SERVICE LEVELS AND BUDGET

16 (a) The parties hereto agree that the program components, service levels, and line-item budget
17 information detailed in Exhibits "A", "B", "C", and "D" may be modified upon mutual written agreement of
18 the CONTRACT ADMINISTRATOR and CONTRACTOR so long as the total grant fund payments under
19 this Agreement are not increased, all payments remain qualified for WIA funding and the basic goals and
20 objectives of the program are not altered.

21 (b) CONTRACT ADMINISTRATOR may at any time, by written order to CONTRACTOR, within the
22 general scope of this Agreement, amend the services and tasks to be performed, the manner in which
23 services are performed, the time and place of performance thereof and additional related provisions. Such
24 amendments may be made when necessitated by changes in the Orange County Workforce System
25 operations or performance, the operations or performance of CONTRACTOR, or changes in applicable
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1 statutes, regulations or State of California or Federal mandates or directives. CONTRACTOR may submit
2 a program or budget modification request in response to change orders which significantly alter
3 CONTRACTOR's Statement of Work. Without further Board action, CONTRACT ADMINISTRATOR may
4 execute amendments to this Agreement modifying CONTRACTOR's services in amounts that do not
5 collectively increase or decrease by more than 10% the price of said services under this Agreement when
6 originally executed. Modifications in excess of 10% of the original Agreement price, and modifications that
7 materially alter either of the parties' obligations hereunder must be approved by the COUNTY's Board of
8 Supervisors.

9 CONTRACTOR and CONTRACT ADMINISTRATOR shall make a good faith effort to reach an
10 agreement with respect to amendments, which affect the price of services under the Agreement.
11 CONTRACTOR's protest or failure to agree to the amount of any adjustment to be made as a result of an
12 amendment shall be a dispute for which an appeal may be made pursuant to Section 45 of this Agreement.
13 Notwithstanding the foregoing, the price of services under this Agreement shall not be increased except by
14 written amendment to this Agreement indicating the new services and price of this Agreement if applicable.
15 Until the parties reach agreement, CONTRACTOR shall not be obligated to assume increased
16 performance under the amendment beyond the limitation of funds established within this Agreement.

17 (c) CONTRACTOR may request amendments to the scope of performance or services under this
18 Agreement, by submitting a written request to CONTRACT ADMINISTRATOR describing the request and
19 its impact on the Statement of Work and Budget Schedule. CONTRACT ADMINISTRATOR will review the
20 request and respond in writing within ten (10) business days. Requests shall be reviewed in light of all CID
21 program activities. CONTRACT ADMINISTRATOR's decision whether to approve the request or request
22 Board of Supervisors' approval shall be final. CONTRACT ADMINISTRATOR may approve a request that
23 meets all of the following criteria:

- 24 (ii) It does not materially change other terms of this Agreement, and
- 25 (iii) It is supported by adequate consideration to COUNTY.
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Board of Supervisors' action is necessary to approve an amendment request from CONTRACTOR that does not satisfy all of the criteria listed above.

10. BUDGET SCHEDULE

CONTRACTOR agrees that the expenditures of any and all funds under this Agreement will be in accordance with the BUDGET SCHEDULE, a copy of which is attached hereto as Exhibit "D" and which by this reference is incorporated herein and made a part hereof as if fully set forth.

11. MODIFICATION OF BUDGET SCHEDULE

The BUDGET SCHEDULE consists of the following budget categories: Salaries, Benefits, Operations, Consultant/Subcontract, Office Supplies, Employer Reimbursement (OJT), Participant Wages, Participant Benefits, Participant Supportive Services, Participant Incentives, Equipment, and Indirect. Upon written approval of CONTRACT ADMINISTRATOR, CONTRACTOR shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant funding is not increased and the basic goals and objectives of the program are not altered. No such transfer may be made without the express prior written approval of CONTRACT ADMINISTRATOR. A modification of the BUDGET SCHEDULE may include the addition of any new budget category. Approval of the budget modification by CONTRACT ADMINISTRATOR includes approval of the new budget category.

12. PAYMENTS BY COUNTY

CONTRACTOR agrees that any and all funds received under this Agreement shall be disbursed or encumbered on or before _____, and that any and all funds remaining as of _____, which have not been disbursed or encumbered shall be returned by CONTRACTOR to COUNTY within thirty (30) days of the expiration or earlier termination of this Agreement. No expense of CONTRACTOR will be reimbursed by COUNTY if incurred after _____. No CONTRACTOR expenses shall be reimbursed if billing is received by COUNTY after _____.

Following the effective date of this Agreement, COUNTY shall make reimbursements to CONTRACTOR in accordance with the following payment schedule:

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1 (a) Monthly Payments. Beginning _____, upon receipt and approval by OC Community
2 Services/Community Investment Division (CID) of CONTRACTOR's invoice showing the prior month's
3 actual expenditures, COUNTY shall make monthly reimbursement payments based on CONTRACTOR's
4 invoice so long as the total payments under this Agreement do not exceed _____dollars (\$_____).

5 (b) COUNTY Discretion. At the sole discretion of COUNTY, upon presentation of proper invoices
6 to the County, reimbursements to CONTRACTOR may be made more frequently than monthly, but such
7 payments shall always be in arrears and not in advance of the provision of services by CONTRACTOR.

8 (c) Invoices. COUNTY will reimburse CONTRACTOR for eligible project-related costs only.
9 CONTRACTOR shall submit requests for reimbursement to COUNTY on a monthly (or more frequently
10 under (b)) basis beginning on _____ and must provide adequate documentation as required by
11 COUNTY in accordance with the OC Community Resources Contract Reimbursement Policy, incorporated
12 herein as Exhibit K. Failure to provide any of the required documentation will cause COUNTY to withhold
13 all or a portion of an invoice for reimbursement, or return the entire invoice package to CONTRACTOR,
14 until such documentation has been received and approved by COUNTY.

13. COMPLIANCE WITH LAW

15 In its performance under this Agreement, CONTRACTOR shall fully comply with all applicable law,
16 including, but not limited to:

17 (a) The Act and all applicable federal statutes, regulations, policies, procedures and directives,
18 including but not limited to, 20 C.F.R. Parts 652 and 660 through 671.

19 (1) All applicable standards and orders and requirements issued under Section 306 of the
20 Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in
21 contracts in excess of \$100,000.

22 (2) Mandatory standards and policies relating to energy efficiency as particularized in the State
23 Energy Conservation Plan. (Title 20, California Code of Regulations), as required by the U.S. Energy
24 Policy and Conservation Act (P.L. 94-163) as each may now exist or be hereafter amended.

25 (b) All applicable State statutes, regulations, policies, procedures and directives;
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- 1 (c) All applicable COUNTY policies, procedures and directives;
2 (d) All applicable local ordinances and requirements, including use permits and licensing;
3 (e) Court orders applicable to CONTRACTOR'S operations; and
4 (f) The terms and conditions of this Agreement, including Exhibits.

5 If any of the foregoing is, amended or revised, CONTRACTOR will comply with such or will notify
6 CONTRACT ADMINISTRATOR in writing within thirty (30) days after enactment or modification that it
7 cannot comply. COUNTY may thereupon terminate this Agreement.

14. INSTRUCTORS

9 CONTRACTOR shall ensure that all instructors involved in the training of participants are qualified
10 to instruct in the appropriate program or training component or curriculum. If necessary, such instructors
11 shall be appropriately certified by the State of California. Within thirty (30) days after the execution of this
12 Agreement, CONTRACTOR shall submit to CONTRACT ADMINISTRATOR a list of the names and
13 qualifications of all instructors who will be providing such training and shall notify CONTRACT
14 ADMINISTRATOR within five (5) business days of any amendments or revisions thereto.

15. PERFORMANCE STANDARDS

15 CONTRACTOR shall comply with and adhere to the performance accountability standards and
16 general program requirements described in Sections 136 (Performance Standards) and 195 (General
17 Program Requirements) of the Act and applicable regulations and as contained in Exhibit "C". Should the
18 Performance Requirements defined in the Agreement between the State of California and the County of
19 Orange be changed, COUNTY shall have the right to unilaterally modify this Agreement to meet such
20 requirements.

16. PLANS AND PROCEDURES

21 CONTRACTOR shall monitor its program for compliance with the provisions of this Agreement.
22 CONTRACTOR shall also comply with all applicable parts of COUNTY's WIA Policies and Procedures.
23 Said Policies and Procedures may be modified by CONTRACT ADMINISTRATOR upon ten (10) days
24 written notice to CONTRACTOR.
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Agreement #**17. SATISFACTORY WORK**

Services rendered hereunder are to be performed to the written satisfaction of CONTRACT ADMINISTRATOR. COUNTY's staff will interpret all reports and determine the quality, acceptability and progress of the services rendered in accordance with the Performance Criteria listed in Exhibit "C". Inconsistencies in performance will be corrected as they occur and are detected.

18. REPORTS

CONTRACTOR shall maintain records and submit such reports, data and information at such times and in the form required by CONTRACT ADMINISTRATOR, regarding the performance of CONTRACTOR'S services, activities, costs or other data relating to this Agreement. CONTRACT ADMINISTRATOR may modify the provisions of this paragraph without further Board action upon written notice to CONTRACTOR.

19. NO SUPPLANTATION

CONTRACTOR shall not supplant any Federal, State or COUNTY funds intended for the purposes of this Agreement with any funds made available under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its obligations which have been paid by another source of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining Federal, State or COUNTY funds under any Federal, State or COUNTY program without prior written approval of CONTRACT ADMINISTRATOR.

20. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR'S agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment.

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CONTRACTOR, its agents, employees and volunteers, shall not be entitled to any rights and/or privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY employees.

21. EMPLOYEE ELIGIBILITY VERIFICATION

The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by the law. The CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

22. ASSIGNMENT

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the CONTRACTOR. No portion of this Agreement shall be assigned without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign any portion of this Agreement without the express written consent of COUNTY shall be invalid and shall constitute a breach of this Agreement.

23. SUBCONTRACTS

CONTRACTOR shall not subcontract for services under this Agreement without the prior written consent of CONTRACT ADMINISTRATOR. If CONTRACT ADMINISTRATOR consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CONTRACTOR

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1 to COUNTY. CONTRACT ADMINISTRATOR may refuse to pay obligations incurred under any
2 subcontract that does not comply with the terms of this Agreement. All subcontracts must be in writing and
3 copies of same shall be provided to CONTRACT ADMINISTRATOR within thirty (30) days of execution.
4 CONTRACTOR shall include in each subcontract any provision CONTRACT ADMINISTRATOR may
5 require

6 CONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a
7 manner consistent with all applicable Federal, State and local guidelines. Description of the intended
8 method of procurement must be included as part of the budget which is included as Exhibit "D" of this
9 Agreement. CONTRACTOR shall itemize all subcontractor and contracted staff costs in the budget so it is
10 clear how the funds will be allocated and spent by each subcontractor. By entering into this Agreement
11 CONTRACTOR agrees that it is the direct provider of services.

24. FISCAL ACCOUNTABILITY

12 (a) Financial Management System. CONTRACTOR shall establish and maintain a sound financial
13 management system, based upon generally accepted accounting principles. CONTRACTOR's system
14 shall provide fiscal control and accounting procedures that will include the following:

- 15 (1) Information pertaining to subgrant and contract awards, obligations, unobligated balances,
16 assets, expenditures, and income;
17 (2) Effective internal controls to safeguard assets and assure their proper use;
18 (3) A comparison of actual expenditures with budgeted amounts for each subgrant and contract;
19 (4) Source documentation to support accounting records; and
20 (5) Proper charging of costs and cost allocation.

21 (b) CONTRACTOR's Records. CONTRACTOR's records shall be sufficient to:

- 22 (1) Permit preparation of required reports;
23 (2) Permit the tracking of funds to a level of expenditure adequate to establish that funds have
24 not been used in violation of the applicable restrictions on the use of such funds; and
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(3) Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitations.

(c) Costs Charged. Costs shall be charged to this Agreement only in accordance with the following:

(1) The Act;

(2) 20 C.F.R. Part 667; and

(3) State implementing legislation.

25. PROGRAM INCOME

COUNTY's maximum obligation hereunder shall be reduced by the amount of any program income earned by CONTRACTOR, from sources other than COUNTY, as a result of this Agreement or the services provided by CONTRACTOR pursuant to this Agreement. Program income is defined as the "gross income received by the grantee or subgrantee directly generated by a grant-supported activity, or earned only as a result of the grant agreement during the grant period..." [29 CFR 97.25(b)]. It shall be the responsibility of CONTRACTOR to inform the COUNTY in writing of any income earned as a result of this Agreement.

It is mutually understood that the State or Federal agency responsible for providing the funding for this Agreement may designate certain revenue of CONTRACTOR as Program Income. To be designated as Program Income and, therefore, as other than a cost off-set, CONTRACTOR shall do all of the following:

(a) Submit a plan to the CONTRACT ADMINISTRATOR for use of any and all proposed Program Income;

(b) Set-up and maintain a separate bank account for any proposed Program Income and account for any and all such income received; and

(c) Report to CONTRACT ADMINISTRATOR any and all Program Income received no later than thirty (30) days from the date of receipt; record the amount received on internal financial records; and indicate the amount received on the monthly claim submitted to CONTRACT ADMINISTRATOR.

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1 CONTRACT ADMINISTRATOR shall then forward the plan for the requested use of the proposed
2 Program Income to the appropriate State and/or Federal agencies for approval.

3 CONTRACTOR shall not spend any of the proposed Program Income unless or until such time as
4 CONTRACT ADMINISTRATOR obtains authorization for the use of the Program Income from the
5 responsible State and/or Federal agency and provides CONTRACTOR with prior written approval for the
6 use of the funds.

7 CONTRACT ADMINISTRATOR may, in its sole discretion, issue future policy statements and/or
8 instructions with respect to Program Income. CONTRACTOR shall immediately comply with such policy
9 statements and/or instructions.

10 **26. PELL GRANTS/HEA TITLE IV**

11 If CONTRACTOR provides any services under this Agreement to applicants for or recipients of Pell
12 Grants or awards pursuant to Title IV of the Higher Education Act, CONTRACTOR shall cooperate with
13 CONTRACT ADMINISTRATOR in coordinating these grants and awards with WIA funding in accordance
14 with 20 C.F.R. 663.320 and Section 134 (d) of the Act. CONTRACTOR shall inform CONTRACT
15 ADMINISTRATOR in writing of the amounts and disposition of any Pell Grants, Higher Education Act Title
16 IV awards and other financial aid granted to each WIA participant under this Agreement.

17 **27. ANNUAL AUDIT**

18 CONTRACTOR shall arrange for an independent audit to be performed by a Certified Public
19 Accountant, which shall include an audit of the WIA funds received from COUNTY, in accordance with the
20 Act and 20 C.F.R. Section 667.200. CONTRACTOR shall submit two (2) copies of each required audit
21 report to COUNTY within thirty (30) days after the date received by CONTRACTOR.

22 **28. ACCESS AND RECORDS**

23 (a) Access. COUNTY, the State of California and the United States Government and/or their
24 representatives, shall have access, for purposes of monitoring, auditing, and examining, to
25 CONTRACTOR's activities, books, documents and papers (including computer records and emails) and to
26 records of CONTRACTOR's subcontractors, consultants, contracted employees, bookkeepers,

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1 accountants, employees and participants related to this Agreement. CONTRACTOR shall insert this
2 condition in each agreement between CONTRACTOR and a subcontractor that is pursuant to this
3 Agreement shall require the subcontractor to agree to this condition. Such agencies or representatives
4 shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site
5 monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning
6 employees and participants and entering any premises or onto any site in which any of the services or
7 activities funded hereunder are conducted or in which any of the records of CONTRACTOR are kept.
8 CONTRACTOR shall make available its books, documents, papers, financial records, etc., within three (3)
9 days after receipt of written demand by CONTRACT ADMINISTRATOR which shall be deemed received
10 upon date of sending. In the event CONTRACTOR does not make the above referenced documents
11 available within the County of Orange, California, CONTRACTOR agrees to pay all necessary and
12 reasonable expenses incurred by COUNTY, or COUNTY's designee, in conducting any audit at the
13 location where said records and books of account are maintained.

14 (b) Records Retention. All accounting records and evidence pertaining to all costs of
15 CONTRACTOR and all documents related to this Agreement shall be kept available at CONTRACTOR's
16 office or place of business for the duration of this Agreement and thereafter for four (4) years after
17 completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or
18 litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to
19 which COUNTY or any other governmental agency takes exception, shall be retained beyond the four (4)
20 years until final resolution or disposition of such appeals, litigation, claims, or exceptions.

21 (c) CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or
22 Federal government or any agency thereof resulting from any disallowance or other audit exceptions to the
23 extent that such liability is attributable to CONTRACTOR's failure to perform under this Agreement.

29. FRAUD

24 CONTRACTOR shall immediately report all suspected or known instances and facts concerning
25 possible fraud, abuse or criminal activity under this Agreement.
26

Agreement #**30. PARTICIPANTS**

(a) Benefits. CONTRACTOR shall provide wages and benefits to individuals who participate in the activities and services funded by this Agreement ("participants") in accordance with the standards and requirements of the Act, including Section 181 of the Act.

(b) Labor Standards. CONTRACTOR shall adhere to the Labor Standards described in the Act, including Section 181 of the Act, and all other applicable codes and regulations.

(c) Complaint Handling Procedures. CONTRACTOR shall comply with the "Complaint Handling Procedures" under the Act, a copy of which is available from the CONTRACT ADMINISTRATOR. CONTRACTOR shall advise participants of their right to file complaints under the Act and of the procedures for resolution of any complaints. CONTRACTOR shall follow COUNTY's procedures for handling complaints which is available from the CONTRACT ADMINISTRATOR alleging a violation of the Act, regulations, grants or other agreements under the Act, and any decision of the COUNTY, the State or the Federal government relating to the complaint shall be binding on and shall be followed by CONTRACTOR.

(d) Nondiscrimination and Compliance Provisions

(1) CONTRACTOR shall comply fully with the nondiscrimination and equal opportunity provisions of the Act (Section 188); the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972, as amended; the Equal Opportunity provisions in Executive Order 11246, as amended by Executive Order 11375 and supplemented by the requirements of 41 C.F.R. Part 60; and with all applicable requirements imposed by or pursuant to regulations or Executive Order implementing those laws, including, but not limited to, 29 C.F.R. Part 37. The United States, the State of California and COUNTY have the right to seek judicial enforcement of this requirement.

(2) CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and the regulations promulgated thereunder

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(California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(3) In the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief. CONTRACTOR shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

(4) CONTRACTOR will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

(5) CONTRACTOR will give written notice of its obligations under this Section of the Agreement to labor organizations with which CONTRACTOR has a collective bargaining or other agreement.

(6) CONTRACTOR shall furnish any and all information requested by CONTRACT ADMINISTRATOR and shall permit CONTRACT ADMINISTRATOR access, during business hours, to books, records and accounts in order to ascertain CONTRACTOR's compliance with the above non-discrimination requirements.

31. CONFIDENTIALITY

(a) Without prejudice to any other section of this Agreement, CONTRACTOR shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of Federal and State law. However, CONTRACTOR shall submit to

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COUNTY, the State of California and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by CONTRACTOR, costs incurred and services rendered hereunder.

(b) CONTRACTOR shall require all of its employees, agents, subcontractors and volunteer staff who may provide services to CONTRACTOR under this Agreement to sign an agreement with CONTRACTOR before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to CONTRACTOR by COUNTY, except as may be required to provide services under this Agreement or to those specified in this Agreement as having the capacity to audit CONTRACTOR, and as to the latter, only during such audit. CONTRACTOR shall provide reports and any other information required by COUNTY in the administration of this Agreement, and as otherwise permitted by law.

(c) CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.

32. EQUIPMENT

All items purchased with funds provided under this Agreement or which are furnished to CONTRACTOR by COUNTY which have a single unit cost of at least five thousand dollars (\$5,000), including all taxes, shipping, handling and installation costs shall be considered Equipment. Title to all items of Equipment purchased vests and will remain in COUNTY as such shall be designated by CONTRACT ADMINISTRATOR. The use of such items of Equipment is limited to the performance of this Agreement. Upon the termination of this Agreement, CONTRACTOR shall immediately return any items of Equipment to COUNTY or its representatives, or dispose of them in accordance with the directions of CONTRACT ADMINISTRATOR.

CONTRACTOR further agrees to the following:

(a) To maintain all items of Equipment in good working order and condition, except for normal wear and tear.

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1 (b) To label all items of Equipment, do periodic inventories as required by CONTRACT
2 ADMINISTRATOR and to maintain an inventory list showing where and how the Equipment is being used,
3 in accordance with procedures developed by CONTRACT ADMINISTRATOR. All such lists shall be
4 submitted to CONTRACT ADMINISTRATOR within ten (10) days of the request therefore. Inventory lists
5 must be maintained for four (4) years after final disposition of property.

6 (c) To report in writing to CONTRACT ADMINISTRATOR immediately after discovery, the loss or
7 theft of any items of Equipment. For stolen items, the local law enforcement agency must be contacted
8 and a copy of the police report submitted to CONTRACT ADMINISTRATOR.

9 (d) To purchase a policy or policies of insurance covering loss or damage to any and all
10 Equipment purchased under this Agreement, in the amount of the full replacement value thereof, providing
11 protection against the classification of fire, extended coverage, vandalism, malicious mischief and special
12 extended perils (all risks) covering the parties' interests as they appear.

13 (e) The purchase of any Equipment by CONTRACTOR shall be requested by CONTRACTOR in
14 writing, shall require the prior written approval of CONTRACT ADMINISTRATOR, and shall fulfill the
15 provisions of this Agreement which are appropriate and directly related to CONTRACTOR's service or
16 activity under the terms of this Agreement. COUNTY may refuse reimbursement for any costs resulting
17 from Equipment purchased, which are incurred by CONTRACTOR, if prior written approval has not been
18 obtained from CONTRACT ADMINISTRATOR.

19 (f) The purchase of computer-related and electronic equipment under \$5,000, including, but not
20 limited to laptops, desktop computers, cell phones, PDAs, cameras, and DVD players, must be approved
21 by CONTRACT ADMINISTRATOR.

22 **33. INDEMNIFICATION**

23 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold
24 COUNTY, the State of California, and the Orange County Workforce Investment Board, their elected and
25 appointed officials, officers, employees, agents and those special districts and agencies which COUNTY's
26

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1 Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims,
2 demands or liability of any kind or nature, including but not limited to personal injury or property damage,
3 arising from or related to the services, products or other performance provided by CONTRACTOR
4 pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of
5 competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY
6 INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the
7 court.
8

34. INSURANCE

9
10 (a) Prior to the provision of services under this Agreement, the CONTRACTOR agrees to purchase
11 all required insurance at CONTRACTOR's expense and to deposit with CONTRACT ADMINISTRATOR
12 Certificates of Insurance, including all endorsements required herein, necessary to satisfy COUNTY that
13 the insurance provisions of this Agreement have been complied with and to keep such insurance coverage
14 and the certificates therefore on deposit with CONTRACT ADMINISTRATOR during the entire term of this
15 Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this
16 Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for
17 CONTRACTOR.

18 (b) All insurance policies required by this Agreement shall declare any deductible or self-insured
19 retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically
20 be approved by the County Executive Office (CEO)/Office of Risk Management. CONTRACTOR shall be
21 responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or
22 deductibles shall be clearly stated on the Certificate of Insurance. If the CONTRACTOR fails to maintain
23 insurance acceptable to the COUNTY for the full term of this Agreement, the COUNTY may terminate this
24 Agreement.

25 (c) If CONTRACTOR is a governmental entity, CONTRACTOR may elect to self-insure for the
26 insurance coverage required by this Agreement.

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(d) The policy or policies of insurance required herein must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier). If the insurer is not licensed to do business in the State of California, CEO/Office of Risk Management retains the right to approve or reject the insurer after a review of the insurer's performance and financial ratings.

(e) The policy or policies of insurance required herein must be issued by an insurer with a minimum rating of "A- (Secure Best's Rating)" and a minimum financial rating of "VIII (Financial Size Category)," as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or by going on-line to "ambest.com."

(f) The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability with Broad Form Property Damage	\$1,000,000 combined single limit per occurrence
Endorsement and Contractual Liability	\$2,000,000 Aggregate
Automobile Liability including all owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000 per occurrence
Sexual Misconduct	\$1,000,000 per occurrence

(g) All liability insurance required by this Agreement shall be at least \$1,000,000 combined single limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

(h) The County of Orange, Orange County Workforce Investment Board, and State of California shall be added as additional insureds on all insurance policies required by this Agreement with respect to the services provided by CONTRACTOR under the terms of this Agreement (except Workers'

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1 Compensation/Employers' Liability). An additional insured endorsement evidencing that the County of
2 Orange is an additional insured shall accompany the Certificate of Insurance.

3 (i) All insurance policies required by this Agreement shall be primary insurance, and any insurance
4 maintained by the County of Orange shall be excess and non-contributing with insurance provided by
5 these policies. An endorsement evidencing that CONTRACTOR's insurance is primary and non-
6 contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability
7 and Sexual Misconduct Insurance.

8 (j) All insurance policies required by this Agreement shall give the County of Orange 30 days notice
9 in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of
10 Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-
11 printed ACORD certificate:

12 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
13 EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN
14 NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

15 (k) All insurance policies required by this Agreement shall waive all rights of subrogation against
16 the County of Orange and members of the Board of Supervisors, its elected and appointed officials,
17 officers, agents and employees when acting within the scope of their employment or appointment.

18 (l) The Commercial General Liability policy shall contain a severability of interests clause.

19 (m) CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which
20 requires every employer to be insured against liability for Workers' Compensation or be self-insured in
21 accordance with provisions of that code. CONTRACTOR will comply with such provisions and shall furnish
22 COUNTY satisfactory evidence that CONTRACTOR has secured, for the period of this Agreement,
23 statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of
24 \$1,000,000 per occurrence.
25
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1 (n) If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)
2 days of notification by CEO/Risk Management or by CONTRACT ADMINISTRATOR, award may be made
3 to the next qualified proponent.

4 (o) COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
5 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or
6 decrease in insurance will be as deemed by CEO/Risk Management as appropriate to adequately protect
7 COUNTY.

8 (p) COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
9 CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with
10 CONTRACT ADMINISTRATOR incorporating such changes within thirty (30) days of receipt of such
11 notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be
12 entitled to all legal remedies.

13 (q) The procuring of such required policy or policies of insurance shall not be construed to limit
14 CONTRACTOR's liability hereunder or to fulfill the indemnification provisions and requirements of this
15 Agreement.

16 (r) The County of Orange Certificate of Insurance and the Special Endorsement for the County of
17 Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of
18 commercial insurance certificates and endorsements.

19 **35. PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION**

20 CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free,
21 nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials,
22 data, films, tapes, etc., developed under this Agreement including those covered by copyright. The
23 COUNTY, Federal, and State governments reserve the right to authorize others to use or reproduce such
24 materials. Further, the COUNTY, Federal, and State governments shall have access to any report,
25 preliminary findings or data assembled by CONTRACTOR under this Agreement and shall retain
26

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ownership and patent rights to any discovery or invention under this Agreement, as provided in 29 CFR 97.34 and 97.36(i)(8&9).

36. INTELLECTUAL PROPERTY

(a) Federal Funding. In any Agreement funded in whole or in part by the federal government, COUNTY may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the Agreement, except as provided in 37 Code of Federal Regulations part 401.14. CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

(b) Ownership.

(1) Except where COUNTY has agreed in a signed writing to accept a license, COUNTY shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by COUNTY, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

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1 (i) For the purposes of the definition of Intellectual Property, "works" means all literary works,
2 writings and printed matter including the medium by which they are recorded or reproduced, photographs,
3 art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital
4 images, animation cells, and other audiovisual works including positives and negatives thereof, sound
5 recordings, tapes, educational materials, interactive videos, computer software and any other materials or
6 products created, produced, conceptualized and fixed in a tangible medium of expression. It includes
7 preliminary and final products and any materials and information developed for the purposes of producing
8 those final products. "Works" does not include articles submitted to peer review or reference journals or
9 independent research projects.

10 (3) In the performance of this Agreement, CONTRACTOR may exercise and utilize certain of its
11 Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this
12 Agreement, CONTRACTOR may access and utilize certain of COUNTY's Intellectual Property in existence
13 prior to the effective date of this Agreement. Except as otherwise set forth herein, CONTRACTOR shall
14 not use any of COUNTY's Intellectual Property now existing or hereafter existing for any purposes without
15 the prior written permission of COUNTY. Except as otherwise set forth herein, neither the CONTRACTOR
16 nor COUNTY shall give any ownership interest in or rights to its Intellectual Property to the other Party. If,
17 during the term of this Agreement, CONTRACTOR accesses any third-party Intellectual Property that is
18 licensed to COUNTY, CONTRACTOR agrees to abide by all license and confidentiality restrictions
19 applicable to COUNTY in the third-party's license agreement.

20 (4) CONTRACTOR agrees to cooperate with COUNTY in establishing or maintaining
21 COUNTY's exclusive rights in the Intellectual Property, and in assuring COUNTY's sole rights against third
22 parties with respect to the intellectual Property. If the CONTRACTOR enters into any agreements or
23 subcontracts with other parties in order to perform this Agreement, CONTRACTOR shall require the terms
24 of the agreement(s) to include all Intellectual Property provisions of paragraphs thirty-four (34) (a) through
25 thirty-four (i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to
26 assign to COUNTY all rights, title and interest in Intellectual Property made, conceived, derived from, or

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1 reduced to practice by the subcontractor, CONTRACTOR or COUNTY and which result directly or
2 indirectly from this Agreement or any subcontract.

3 (5) Pursuant to paragraph thirty-four (34) (b) (4) of the Intellectual Property Provisions of this
4 Agreement, the requirement for the CONTRACTOR to include all Intellectual Property Provisions of
5 paragraph thirty four (a) through thirty-four (i) of the Intellectual Property Provisions in all agreements and
6 subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for
7 customized and on-the-job training as authorized under 20 CFR 663.700-730.

8 (6) CONTRACTOR further agrees to assist and cooperate with COUNTY in all reasonable
9 respects, and execute all documents and, subject to reasonable availability, give testimony and take all
10 further acts reasonably necessary to acquire, transfer, maintain, and enforce COUNTY's Intellectual
11 Property rights and interests.

12 (c) Retained Rights/License Rights.

13 (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by
14 CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement, CONTRACTOR
15 shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior
16 to the effective date of this Agreement. CONTRACTOR hereby grants to COUNTY, without additional
17 compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-
18 terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and
19 privately display/perform, distribute, and dispose of CONTRACTOR's Intellectual Property with the right to
20 sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the
21 Intellectual Property resulting from this Agreement, unless CONTRACTOR assigns all rights, title and
22 interest in the Intellectual Property as set forth herein.

23 (2) Nothing in this provision shall restrict, limit, or otherwise prevent CONTRACTOR from using
24 any ideas, concepts, know-how, methodology or techniques related to its performance under this
25 Agreement, provided that CONTRACTOR's use does not infringe the patent, copyright, trademark rights,
26 license or other Intellectual Property rights of COUNTY or third party, or result in a breach or default of any

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provisions of paragraphs thirty four (a) through thirty-four (i) or result in a breach of any provisions of law relating to confidentiality.

(d) Copyright.

(1) CONTRACTOR agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph thirty-four (b) (2) (i) of authorship made by or on behalf of CONTRACTOR in connection with CONTRACTOR's performance of this Agreement shall be deemed "works made for hire." CONTRACTOR further agrees that the work of each person utilized by CONTRACTOR in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of CONTRACTOR or that person has entered into an agreement with CONTRACTOR to perform the work. CONTRACTOR shall enter into a written agreement with any such person that (i) all work performed for CONTRACTOR shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to COUNTY to any work product made, conceived, derived from or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from COUNTY.

(e) Patent Rights. With respect to inventions made by CONTRACTOR in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, CONTRACTOR hereby grants to COUNTY a license as described under paragraph thirty four (c) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then CONTRACTOR agrees to assign to COUNTY, without additional compensation, all its right,

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1 title and interest in and to such inventions and to assist COUNTY in securing United States and foreign
2 patents with respect thereto.

3 (f) Third-Party Intellectual Property. Except as provided herein, CONTRACTOR agrees that its
4 performance of this Agreement shall not be dependent upon or include any Intellectual Property of
5 CONTRACTOR or third party without first: (i) obtaining COUNTY's prior written approval; and (ii) granting
6 to or obtaining for COUNTY's, without additional compensation, a license, as described in paragraph thirty-
7 four (c), for any of CONTRACTOR's or third-party's Intellectual Property in existence prior to the effective
8 date of this Agreement. If such a license upon these terms is unattainable, and COUNTY determines that
9 the Intellectual Property should be included in or is required for CONTRACTOR's performance of this
10 Agreement, CONTRACTOR shall obtain a license under terms acceptable to COUNTY.

11 (g) Warranties.

12 (1) CONTRACTOR represents and warrants that:

13 (i) CONTRACTOR has secured and will secure all rights and licenses necessary for its
14 performance of this Agreement.

15 (ii) Neither CONTRACTOR's performance of this Agreement, nor the exercise by either Party
16 of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import,
17 export, modification, public and private display/performance, distribution, and disposition of the Intellectual
18 Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which
19 result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right,
20 non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under
21 the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There
22 are currently no actual or threatened claims by any such third party based on an alleged violation of any
23 such right by CONTRACTOR.

24 (iii) Neither CONTRACTOR's performance nor any part of its performance will violate the right
25 of privacy of, or constitute a libel or slander against any person or entity.
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1 (iv) CONTRACTOR has secured and will secure all rights and licenses necessary for
2 Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or
3 performances used, and talent (radio, television and motion picture talent), owners of any interest in and to
4 real estate, sites locations, property or props that may be used or shown.

5 (v) CONTRACTOR has not granted and shall not grant to any person or entity any right that
6 would or might derogate, encumber, or interfere with any of the rights granted to COUNTY in this
7 Agreement.

8 (vi) CONTRACTOR has appropriate systems and controls in place to ensure that state funds
9 will not be used in the performance of this Agreement for the acquisition, operation or maintenance of
10 computer software in violation of copyright laws.

11 (vii) CONTRACTOR has no knowledge of any outstanding claims, licenses or other charges,
12 liens or encumbrances of any kind or nature whatsoever that could affect in any way CONTRACTOR's
13 performance of this Agreement.

14 (2) COUNTY MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING
15 FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT
16 OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

17 (h) Intellectual Property Indemnity.

18 (1) CONTRACTOR shall indemnify, defend and hold harmless COUNTY and its licensees and
19 assignees, and its officers, contract administrators, employees, agents, representatives, successors, and
20 users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or
21 actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions
22 or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses,
23 court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending
24 against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities
25 may be subject, whether or not CONTRACTOR is a party to any pending or threatened litigation, which
26 arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties,

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1 covenants or agreements of CONTRACTOR pertaining to Intellectual Property; or (ii) any Intellectual
2 Property infringement, or any other type of actual or alleged infringement claim, arising out of COUNTY's
3 use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and
4 private performance/display, license, and disposition of the Intellectual Property made, conceived, derived
5 from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this
6 Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on
7 a patent, trademark or copyright registration that was issued after the effective date of this Agreement.
8 COUNTY reserves the right to participate in and/or control, at CONTRACTOR's expense, any such
9 infringement action brought against COUNTY.

10 (2) Should any Intellectual Property licensed by the CONTRACTOR to COUNTY under this
11 Agreement become the subject of an Intellectual Property infringement claim CONTRACTOR will exercise
12 its authority reasonably and in good faith to preserve COUNTY's right to use the licensed Intellectual
13 Property in accordance with this Agreement at no expense to COUNTY. COUNTY shall have the right to
14 monitor and appear through its own counsel (at CONTRACTOR's expense) in any such claim or action. In
15 the defense or settlement of the claim, CONTRACTOR may obtain the right for COUNTY to continue using
16 the licensed intellectual Property or, replace or modify the licensed Intellectual Property, so that the
17 replaced or modified Intellectual Property becomes non-infringing provided that such replacement or
18 modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not
19 reasonably available, COUNTY may be entitled to a refund of all monies paid under this Agreement,
20 without restriction or limitation of any other rights and remedies available at law or in equity.

21 (3) CONTRACTOR agrees that damages alone would be inadequate to compensate COUNTY
22 for breach of any term of these Intellectual Property provisions of paragraphs thirty three (a) through thirty-
23 four (i) by CONTRACTOR. CONTRACTOR acknowledges COUNTY would suffer irreparable harm in the
24 event of such breach and agrees COUNTY shall be entitled to obtain equitable relief, including without
25 limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other
26 rights and remedies available at law or in equity.

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(i) Survival. The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

37. CORPORATE STATUS

All corporate CONTRACTORS shall be registered with the California Secretary of State and shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or Internal Revenue Service. Any change in corporate status or suspension shall be reported by CONTRACTOR immediately in writing to CONTRACT ADMINISTRATOR.

38. STANDARDS OF CONDUCT

(a) General Assurance. Every reasonable course of action will be taken by CONTRACTOR in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. CONTRACTOR, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) Employment of Former State or COUNTY Employees. CONTRACTOR will ensure that any of its employees who were formerly employed by the State of California or the County of Orange, in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this Agreement, will not be assigned to any part or phase of the activities conducted pursuant to this Agreement for a period of not less than two (2) years following the termination of such employment.

(c) Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of CONTRACTOR will receive favorable treatment when considered for enrollment in programs provided by, or employment with, CONTRACTOR.

(d) Conducting Business Involving Close Personal Friends and Associates. Executives and employees of CONTRACTOR will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due

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1 diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to
2 friends and associates.

3 (e) Avoidance of Conflict of Economic Interest. No executive or employee of CONTRACTOR,
4 elected official in the area, or voting or non-voting member of a WIB, will solicit or accept money or any
5 other consideration from a third person, for the performance of an act reimbursed in whole or part by
6 CONTRACTOR or COUNTY. Supplies, materials, equipment or services purchased with Agreement funds
7 will be used solely for purposes allowed under this Agreement. No voting member of the OCWIB will cast
8 a vote on the provision of services by that member (or any organization which that member represents) or
9 vote on any matter which would provide direct financial benefit to that member or any business or
10 organization which the member directly represents.

11 **39. SWEATFREE CODE OF CONDUCT**

12 All CONTRACTORS contracting for the procurement or laundering of apparel, garments or
13 corresponding accessories, or the procurement of equipment, materials, or supplies, other than
14 procurement related to a public works contract, declare under penalty of perjury that no apparel, garments
15 or corresponding accessories, equipment, or supplies have been furnished to the Contractor from sources
16 that include sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive
17 forms of child labor or exploitation of children in sweatshop labor. The CONTRACTOR further declares
18 under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California
19 Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section
20 6108.

21 The CONTRACTOR agrees to cooperate fully in providing reasonable access to the
22 CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by
23 authorized officials of the State or COUNTY, the Department of Industrial Relations, or the Department of
24 Justice to determine the CONTRACTOR's compliance with the requirements under paragraph a of the
25 Sweatfree Code of Conduct.
26

Agreement #**40. DRUG FREE WORKPLACE**

CONTRACTOR shall execute and abide by the Drug Free Workplace Certification attached hereto as Exhibit "E" and incorporated herein by this reference.

41. DEBARMENT

CONTRACTOR shall execute and abide by the Debarment & Suspension Certification attached hereto as Exhibit "F" and incorporated herein by this reference and by so doing declares that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 C.F.R. Part 98.

42. SECTARIAN ACTIVITIES

CONTRACTOR agrees that this Agreement will not provide for the advancement or aid to any religious sect, church or creed for a purpose that is sectarian in nature, nor will it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination. However, in accordance with Presidential Executive Order No. 13279, issued December, 2002, CONTRACTOR shall also provide and promote equal treatment to all faith-based organizations in administering its federally-funded activities.

43. LITERATURE

Any literature distributed by CONTRACTOR for the purpose of apprising businesses, participants, or the general public of its programs under this Agreement shall state that its programs are supported by the County of Orange and the Orange County Workforce Investment Board, and shall state that the program is an "equal opportunity employer/program" and that "auxiliary aids and services are available upon request to individuals with disabilities."

44. LOBBYING

(a) CONTRACTOR shall execute and abide by the terms of the "Certification Regarding Lobbying," which is attached hereto as Exhibit "G" and incorporated herein by this reference. CONTRACTOR shall complete and immediately forward to CONTRACT ADMINISTRATOR the "Disclosure Form to Report Lobbying," a copy of which is attached hereto as Exhibit "H", incorporated herein by this reference, if

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1 CONTRACTOR, or any person, firm or corporation acting on CONTRACTOR's behalf, engaged or
2 engages in lobbying any federal officer, employee, elected official or agency with respect to this Agreement
3 or the funds to be received by CONTRACTOR pursuant to this Agreement.

4 (b) CONTRACTOR agrees that the funds provided herein shall not be used to promote, directly or
5 indirectly, any political party, political candidate or political activity, except as permitted by law.

6 **45. DISPUTES**

7 Except as otherwise provided in this Agreement, any dispute concerning any question arising after
8 the commencement of this Agreement shall be decided by CONTRACT ADMINISTRATOR. In such a
9 case, CONTRACT ADMINISTRATOR shall reduce its decision to writing and mail or otherwise furnish a
10 copy thereof to CONTRACTOR. The decision of CONTRACT ADMINISTRATOR shall be final and
11 conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, CONTRACT
12 ADMINISTRATOR receives from CONTRACTOR a written request to appeal said decision to the COUNTY
13 Board of Supervisors. Pending final decision of the appeal, CONTRACTOR shall act in accordance with
14 the written decision of CONTRACT ADMINISTRATOR.

15 **46. TOTAL AGREEMENT**

16 This Agreement, together with Exhibits A through K attached hereto and incorporated herein,
17 expresses the total understanding of the parties. There are no oral understandings of the parties or terms
18 and conditions other than as are stated herein. CONTRACTOR acknowledges that it has read and agrees
19 to all terms and conditions included in this Agreement.

20 **47. CHILD SUPPORT ENFORCEMENT**

21 In order to comply with child support enforcement requirements of the County of Orange,
22 CONTRACTOR shall execute and abide by the "Child Support Enforcement Provision" (for profit only
23 providers) attached hereto as Exhibit "I" and incorporated herein by this reference within thirty (30) days of
24 award of contract.

25 Failure of CONTRACTOR to timely submit the data and/or certifications required above or to comply
26 with all federal and state reporting requirements for child support enforcement or to comply with all lawfully

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served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) days of notice from COUNTY shall constitute grounds for termination of this Agreement.

48. EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

CONTRACTOR shall execute and abide by the "EDD Independent Contractor Reporting Requirements Certification" attached hereto as Exhibit "J" and incorporated herein by this reference.

49. NOTICES

All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

COUNTY:

CONTRACTOR:

50. GOVERNING LAW AND VENUE

This Agreement has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.

Agreement #**51. WAIVER**

No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

52. PUBLICITY

Information and solicitations, prepared and released by CONTRACTOR, concerning the services provided under this Agreement, shall state that the program, wholly or in part, is funded by the County of Orange and the Orange County Workforce Investment Board.

53. CALENDAR DAYS

Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

//

//

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have duly authorized and caused this Agreement to be executed as of the date stated below written.

"COUNTY OF ORANGE a political
Subdivision of the State of California"

Dated: _____

By: _____

"CONTRACTOR"*

Dated: _____

By: _____

Title: _____

Dated: _____

By: _____

Title: _____

*[Authorized signatures for corporations. Requirement of two signatures as follows: (1) One signature by the Chairman of the Board, the President or any Vice President, and (2) one signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer. For contractors that are not corporations, a person who has the authority to bind the contractor to a contract.]

APPROVED AS TO FORM
COUNTY COUNSEL

Exhibit E**DRUG FREE WORKPLACE CERTIFICATION**

Company/Organization Name:

The Contractor or grant recipient named above hereby certifies compliance with Government Code 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 in the person's or organization's workplace and specifying the actions to be taken against employees for violations of the prohibitions, 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 workplace,
 - (c) Any available drug 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 8355I that every employee who works on the proposed contract or grant
 - (a) Will receive a copy of the company's drug-free policy statement described in paragraph (1) above, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment in the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification.

Official's Name

Date Executed

Executed in the County of

Contractor or Grantee Recipient Signature and Title

Exhibit F
Page 1 of 2

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 98.510, 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 contractor or grant recipient of Federal assistance funds certifies, by submission of this exhibit document, 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 contractor or grant recipient of Federal assistance funds is unable to certify to any of the statements in this certification, the contractor or grant recipient shall attach an explanation to this exhibit document.

Name

Title

Authorized Signature

Date

**Exhibit F
Page 2 of 2****DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification**

1. By signing and submitting this exhibit document, the contractor or grant recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in the 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 contractor or grant 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.
3. The contractor recipient of Federal assistance funds shall provide immediate written notice to the County of Orange/Workforce Investment Board to which this certification document is submitted if at any time the contractor or grant recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The contractor or grant recipient of Federal assistance funds agrees by submitting this certification document that, should the 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 contractor or grant recipient of Federal assistance funds further agrees by submitting this certification document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. The contractor or grant recipient in a covered transaction may rely upon a certification of a contractor or grant recipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The contractor or grant recipient may decide the method and frequency by which it determines the eligibility of its principals.
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 the contractor or grant recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 of these instructions, if the contractor or grant recipient 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 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* 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.

Grantee/Contractor Organization

Name

Title

Authorized Signature

Date

*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

Exhibit H
Page 1 of 3

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e. g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report, in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e. g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE 90 09."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in kind contribution, specify the nature and value of the in kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF LLL A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348 0046) Washington D.C., 20503.

Exhibit H
Page 2 of 3

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose activities pursuant to 31 U.S.C 1352

1. Type of Federal Actions: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Actions: a. bid/offer/application b. initial award c. post-award		3. Report Type: a. initial filing b. material change For material change only: Year: ____ Quarter: ____ Date of last report: ____	
4. Name and Address of Reporting Entity Prime Subawardee Tier _____ if known Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee: Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department / Agency:			7. Federal Program Name/Description		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheets SF-LLL-A, if necessary)			10b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Amount of Payment (check all that apply): \$ Actual Planned			13. Type of Payment (check all that apply) a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other specify: _____		
12. Form of Payment (check all that apply): a. cash b. in-kind: specify: nature: _____ value: _____					
14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11:					
15. Continuation sheet(s) SF-LLL-A attached: ☐ Yes ☐ No					
16. Information requested through this form authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. An person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: Title: Telephone No: Date:		

Exhibit H
Page 3 of 3

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMS - 0348-0046

Reporting Entity: _____

Page ____ of ____

BILLING CODES 3410-01 -C; 6450-01-C; 6890-01 ;6025-01-C; 7510-01-C , 35 1 0-FE-C; 8120-01 -C; 4710-24-C, 6116-01 -C,

**DISTRICT ATTORNEY
CHILD SUPPORT ENFORCEMENT CERTIFICATE REQUIREMENTS**

In order to comply with child support enforcement requirements of the County of Orange, the required contractor data and certifications must be submitted within 10 days of award notification.

Failure of the contractor to submit the data/or certifications required shall result in the contractor may be disqualified from being considered for contract award. Subsequent to issuance of the contract, failure to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earning Assignment shall constitute a material breach of the contract. Failure to cure breach within 60 calendar days of notice from the County shall constitute grounds for termination.

- A. In the case of an individual bidder/proposer, his/her name, date of birth, Social Security number, and residence address:

Name: _____
D.O.B.: _____ Social Security No: _____
Residence Address: _____

- B. In the case of a bidder/proposer doing business other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity (If no individual owns an interest of 10 percent or more, indicate not applicable.):

Name: _____
D.O.B.: _____ Social Security No: _____
Residence Address: _____

Name: _____
D.O.B.: _____ Social Security No: _____
Residence Address: _____

Name: _____
D.O.B.: _____ Social Security No: _____
Residence Address: _____

DISTRICT ATTORNEY
CHILD SUPPORT ENFORCEMENT CERTIFICATE REQUIREMENTS

- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of any contract issued pursuant to this Request for Proposal process with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract."

Name

Title

Authorized Signature

Date

Exhibit J**EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS**

Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a Contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent Contractor is defined as "an individual who is not an employee of the.....government entity for California purposes and who receives compensation or executes a Contract for services performed for that....government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txicr.htm.

To comply with the reporting requirements, County procedures for contracting with independent contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

First name, middle initial and last name
 Social Security Number
 Address
 Start and expiration dates of Contract
 Amount of Contract

N/A EXEMPT

_____	_____
First Name & Middle Initial	Last Name

Social Security No.	

_____	\$
Contract Number	Dollar Value of Contract

Start Date	Expiration Date



**Subject: OC Community Resources
Contract Reimbursement Policy**

Effective: July 1, 2010

PURPOSE:

This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services. The procedures provide instructions for submitting reimbursement demand letter or invoice.

EFFECTIVE DATE:

July 1, 2010

REFERENCES:

Executed Board of Supervisors approved contract
Budget included in contract or presented as an exhibit
OMB Circular A-21 Cost Principles for Educational Institutions
OMB Circular A-87 Cost Principles for State, Local, and Indian Tribal Governments
OMB Circular A-122 Cost Principles for Non-Profit Organizations
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61

BACKGROUND:

The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced OMB Circulars.

POLICY AND PROCEDURES:

1. Cost incurred by contractor must be substantiated
2. Cost must be incurred during the contract period
3. Total of all reimbursements cannot exceed the amount of the contract
4. Cost must be allowable under applicable OMB Circular
5. All supporting documentation for reimbursement must be submitted with demand letter or invoice
6. Supporting documentation includes, but is not limited to:
 - a. General ledger/expense transaction report
 - b. Payroll register or labor distribution report
 - c. Payroll allocation plan
 - d. Benefit plan and calculation of benefit
 - e. Employer-employee contract for non-customary benefits
 - f. Purchase orders, invoices, and receipts
 - g. Cashed checks
 - h. Check register
 - i. Consultant/sub-contractor invoices (with description of services)
 - j. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement
 - k. Pre-approval documentation for equipment purchases equal to or greater than \$5,000
7. The following is required with the first month's invoice:
 - a. Cost allocation plan for rent, utilities, etc.
 - b. Indirect rate approved by cognizant agency (if applicable)

8. If contract requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice
9. Demand letters must contain the following certification:
“I certify under the penalty of perjury that this claim is true and correct and that the requested payments have been made. I also certify that this claim agrees with our official payroll and financial records and that these amounts have not been, or will not be claimed from any other funding source”
10. Demand letter or invoice, along with supporting documentation shall be submitted to:
OC Community Resources Accounting
1300 S. Grand, Building B, 2nd Floor
Santa Ana, CA 92702

ACTION:

Distribute this policy to all appropriate staff

INQUIRIES:

Inquiries may be directed to the following:

- Win Swe: 714-567-7481 or win.swe@occr.ocgov.com
- OOA - Eric Takanishi: 714-567-7430 or eric.takanishi@occr.ocgov.com
- WIA – Yolanda Vazquez: 714-567-7484 or Yolanda.vazquez@occr.ocgov.com
- H&CD – Cathy Tran: 714-567-7482 or cathy.tran@occr.ocgov.com

Question and Answers for Bid #1012-002 - WIA Workforce Services

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Jan 31, 2011 8:30:00 PM PST