



NOTICE OF AVAILABILITY OF FUNDS
WORKFORCE ALLIANCE OF THE NORTH BAY

Request for Proposals (RFP)
SINGLE AUDIT SERVICES

Issue Date: September 20, 2018

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

SUMMARY

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

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

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

- Approve and monitor as required the WIOA budget/expenditures, activities and performance outcomes including the one-stop delivery system.

The WANB is soliciting proposals from Certified Public Accounting firms whose principals are independent Certified Public Accountants, licensed by the State of California to provide audit services for one audit period. Audit of the financial statements shall be in accordance with accounting principles in the United States of America and a single audit in accordance with the Federal Single Audit Act, 2 CFR, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The contract period will be October 11, 2018 through June 30, 2019 to audit fiscal year July 1, 2017 through June 30, 2018. The contract may be extended, for one year at a time, for up to four additional, consecutive years, if performance so warrants. Renewal will be at the option of the WANB Governing Board.

REQUEST FOR PROPOSAL TIMELINE

ACTIVITY	DATE
Release RFP	September 20, 2018
End of Q&A Period	September 27, 2018
All proposals due to WANB office by 5:00 p.m.	October 4, 2018
Proposal Evaluation	October 5, 2018
Selected contractor	October 5, 2018
Award notification	October 6, 2018
Approval of contract	October 11, 2018

CONTRACTORS QUALIFICATIONS

This RFP is open to Certified Public Accounting firms whose principals are independent Certified Public Accountants, licensed by the State of California to provide audit services.

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

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

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

SCOPE OF WORK/ DELIVERABLES

The successful respondent must work in partnership with Workforce Innovation and Opportunity Act (WIOA) fiscal staff.

The following is a representation of the deliverables expected of the successful proposer:

Reports to management that will include oral and/or written reports regarding:

1. Independent Auditors' Report
2. Independent Auditors' Report on Internal Control over financial reporting and on compliance and other matters based on an audit of Financial Statements Performed in Accordance with Government Auditing Standards
3. Independent Auditor's Report on Compliance for Each Major Federal Program, Report on Internal Control Over Compliance, and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

4. Management Letter
5. Written Communication to Those Charged with Governance, which includes the following areas:
 - Our responsibility under auditing standards generally accepted in the United States of America
 - Changes in significant accounting policies or their application
 - Unusual transactions
 - Management judgments and accounting estimates
 - Significant audit adjustments
 - Other information in documents containing the audited financial statements
 - Disagreements with the District
 - The District's consultations with other accountants
 - Major issues discussed with management prior to retention
 - Difficulties encountered in performing the audit
 - Fraud or illegal acts

WANB RESPONSIBILITIES

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

1. WANB will work cooperatively with contractor to supply necessary documents and information to meet the objectives of this RFP.
2. WANB will provide clear description of goals and objectives of contract.
3. WANB will coordinate appropriate review teams as is necessary.

INFORMATION TO BE INCLUDED IN THE PROPOSAL:

In order to facilitate the evaluation of the proposals, it is requested that the required information be arranged in the following format:

Technical Proposal

- License to Practice in California
- Independence
- Firm Qualifications and Experience

Audit Approach

- Financial statement and single audit approach
- Audit plan phases
- Planned number of hours by staffing level

Budget/Fees

Peer Review Report

RFP SUBMISSION PROCESS AND GENERAL INFORMATION

Proposals must be signed, dated and submitted no later than 4 p.m. on October 4, 2018 to Patricia Borrego, Clerk of the Board, Workforce Alliance of the North Bay, 1546 First Street, Napa, CA 94558. Electronic proposals may be submitted to

tswain@workforcealliancenorthbay.org If a respondent chooses to submit an electronic proposal they must confirm receipt by receiving electronic confirmation.

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

Comments, questions or clarifications regarding this RFP should be submitted to tswain@workforcealliancenorthbay.org No telephone questions will be accepted or considered. Email subject line should say "Questions Regarding WANB RFP." Questions should refer to the specific RFP paragraph number and page and should clearly indicate the passage being questioned. The final date for receipt of questions will be Thursday, September 27, 2018. All questions received, and answers provided will be posted on the WANB website at www.workforcealliancenorthbay.org

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

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

candidates selected to be on the list may be conducted.

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

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

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

Contract Period

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

PROPOSAL EVALUATION

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

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

Technical Proposal	25
Audit Approach	25
Budget/Fees	25
Peer Review Report	25
TOTAL	100 points

PROPOSAL SELECTION

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

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

RESPONDENTS QUALIFICATIONS

This RFP is open to Certified Public Accounting firms whose principals are independent Certified Public Accountants, licensed by the State of California to provide audit services.

WANB may make reasonable investigations deemed necessary and proper to determine the respondent's ability to perform the work. Upon request respondents shall furnish any information requested by the WANB for this purpose. WANB reserves the right to reject any proposal if the evidence submitted by respondent or investigation of respondent fails to satisfy WANB that the respondent is properly qualified to carry out the obligations of the contract and to complete the work described therein.

APPEAL PROCESS

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

Submission of a written appeal that includes the following items:

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

Appeals must be submitted in writing to:

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

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

CONTRACT INFORMATION AND ADMINISTRATIVE PROVISIONS

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

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

Evaluation of Contractor(s) Performance

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

Equal Opportunity

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

Right to Reject

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

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

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

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

RECITALS

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

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

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

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

TERMS

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

1. **Term of the Agreement.**

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

2. **Scope of Services.**

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

3. **Compensation.**

- a. **Fees.** In consideration of CONTRACTOR's fulfillment of the promised work, AGENCY shall pay CONTRACTOR for those services as set forth in Exhibit "B" and

by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract.

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

4. **Method of Payment.**

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

5. **Independent Contractor.**

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

6. **Specific Performance.**

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

7. **Indemnification.**

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

claims, losses, damages or expenses arising from the negligence or willful acts of AGENCY or its officers, agents, employees, volunteers, or other contractors or their subcontractors.

CONTRACTOR shall make AGENCY whole for any payment of any penalty, fine or assessment against AGENCY arising from the failure of CONTRACTOR or its respective officers, agents, employees, volunteers, contractors and subcontractors to comply with all applicable WIOA regulations, including, but not limited to, any penalties, fines or assessments that may be assessed under a Federal or State False Claims Act Provision. To the extent that Parties must make AGENCY whole under this Paragraph, AGENCY may elect to offset against any future allocated funds to Parties to the extent permitted under law, or demand to be made whole for any losses without offset.

8. **Termination for Cause.**

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

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

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

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

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

11. **Appropriations.**

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

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

12. **Compliance with Laws.**

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

13. **Insurance.**

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

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

14. **No Waiver.**

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

15. **Notices.**

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

AGENCY

CONTRACTOR

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

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

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

17. **Incident Reporting.**

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

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

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

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

19. **Amendment.**

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

20. **Interpretation.**

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

21. **Severability.**

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

22. **Warranty of Legal Authority.**

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

23. **Assignment.**

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

24. **Subcontracting.**

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

25. **Attorney's Fees.**

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

26. **Jurisdiction and Venue.**

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

27. **Entirety of Contract.**

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

28. **Acknowledgements of Exhibits:**

Please check applicable exhibits and initial where indicated.

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

Exhibit D: WIOA Assurances	<input checked="" type="checkbox"/>	
----------------------------	-------------------------------------	--

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

CONTRACTOR:

APPROVED BY:

By: _____

By: _____
 Damon Connolly, President
 Workforce Alliance of the North Bay

APPROVED AS TO FORM _____ :

APPROVED TO FORM WANB:

By: _____

By: _____
 Jack Govi, Counsel
 Workforce Alliance of the North Bay

ATTEST:

ATTEST:

By: _____

By: _____
 Patricia Borrego, Clerk
 Workforce Alliance of the North Bay

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "B"
COMPENSATION

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

Line Item	Total
TOTAL	\$

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

EXHIBIT "C"

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

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

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

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

WANB Executive Director
Signature: _____

Date: _____

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

GENERAL ASSURANCES

- 1). CONTRACTOR, hereinafter referred to as applicant, assures and certifies that:
 - a. It will comply with the provisions of the Workforce Innovation and Opportunity Act (WIOA), hereafter referred to as the Act, the Office of Management And Budget (OMB) Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Rule at 2 Code of Federal Regulations (CFR) Chapter I and II, Part 200, et al (hereinafter referred to as Uniform Guidance 2 CFR Part 200) and the Department of Labor's (DOL) exceptions at 2 CFR Chapter II, Part 2900, et al. (hereinafter referred to as DOL Exceptions 2 CFR Part 2900) and all rules, regulations, legislation, directives, policies, procedures and amendments issued pursuant thereto;

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

beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I – financially assisted program or activity;

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

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

the DavisBacon Act, as amended, when such rates are required by the federal statute under which the assistance was provided.

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

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

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

the improper commingling of funds under the Act with funds received from other sources; the failure to keep and maintain sufficient auditable or otherwise adequate records; kick-backs; political patronage; child labor laws; the use of funds for political, religious, anti-religious, unionization, or antiunionization activities; the use of funds for lobbying, local, state or federal legislators, and the use of funds for activities which are not directly related to the proper operation of the program.

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

CERTIFICATION REGARDING PATENTS AND COPYRIGHTS

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

Ownership of Work Product

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

Transfer of Rights

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

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

Rights to Data

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

Grantee/Contractor Organization

Name of Certifying Official

Signature

Date

Contract in Excess of the Small Purchase Threshold:

Additional Provisions for CONTRACTOR Violation or Breach of Contract

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

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

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

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

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Grantee/Contractor Organization

Name of Certifying Official	Signature	Date
-----------------------------	-----------	------

DRUG-FREE WORKPLACE CERTIFICATION

CONTRACTOR:

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

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

Grantee/Contractor Organization

Name of Certifying Official

Signature

Date

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

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

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

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

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

Name and Title of Authorized Signatory

Signature

Instructions for Certification

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