

**ALAMEDA COUNTY WORKFORCE DEVELOPMENT BOARD (ACWDB)  
AMERICAN RESCUE PLAN ACT (ARPA)  
WORKFORCE / JOB TRAINING PROGRAMS  
IN UNINCORPORATED AREAS OF ALAMEDA COUNTY**

**Solicitation for Proposal (SFP)  
Earn and Learn Program**

**INTRODUCTION AND PURPOSE**

The Alameda County Workforce Development Board (ACWDB) is pleased to announce the issuance of this Solicitation for Proposal (SFP) for experienced providers to establish innovative workforce development, employment, career education, and training services for the unincorporated areas of Ashland, Cherryland, Hayward Acres, and part of San Lorenzo in Alameda County. The project is funded by the County of Alameda Board of Supervisors through the federal American Rescue Plan Act (ARPA).

Through feedback from the community, ACWDB has assessed the needs of the unincorporated areas and has initiated a plan to implement the Earn and Learn program service strategy that would address identified needs and fill service gaps for residents in the unincorporated Ashland, Cherryland, Hayward Acres, and part of San Lorenzo areas.

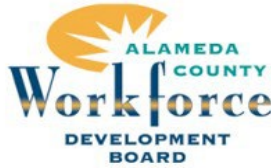
The funding for Earn and Learn program has been established in the amount of \$400,000.00 for the delivery of innovative workforce development programs for the unincorporated areas of Ashland, Cherryland, Hayward Acres, and part of San Lorenzo. The implementation for this program is anticipated to commence on April 1, 2023 and conclude on December 31, 2024.

Types of organizations that can apply for this funding include but are not limited to community-based organizations, educational institutions, faith-based organizations, and other organizations that have capacity to provide the services described in this SFP.

Successful proposals will demonstrate broad-based knowledge of job training assistance for individuals who want and are available for work and training, ACWDB intends to award an organization with a demonstrated history of successful workforce programming in Alameda County with prioritizing services to populations in the unincorporated communities.

**STATEMENT OF WORK**

In alignment with the ARPA workforce development allocation, ACWDB is seeking to contract with service providers and organizations that can demonstrate the ability to provide innovative workforce development, training, employment, and complementary supportive services that facilitate this Earn and Learn Program. Capabilities must include determining and tracking eligibility, career and case



management services, performance measures and outcomes tracking and reporting, and follow-up activities through use of the State's CalJOBS system.

Organizations responding must demonstrate the ability to successfully partner, as needed, to execute the key components of the strategy.

For this SFP, ACWDB is seeking proposals for the following:

### **Earn and Learn Program**

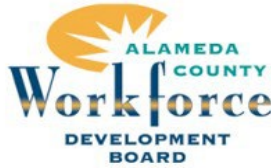
An Earn and Learn program combines applied learning in a workplace setting with paid wages, which in turn allow workers or students to gain work experience and develop skills and competencies directly relevant to the occupation or career for which they are preparing. These programs can also combine classroom instruction with paid on-the-job training. Examples of Earn and Learn programs include, but are not limited to apprenticeships, pre-apprenticeships, transitional and subsidized employment, particularly for individuals with barriers to employment, and paid internships and externships.

The Earn and Learn model may include strategies to serve adults as well as youth and young adults (ages 16-24), which must prepare job seekers through in-person and/or online classroom instruction that leads to industry or occupational certificates and provides on-the-job experiences with a committed employer. Bidders must demonstrate employer commitment to serve as a workplace setting for Earn and Learn participants. Selected providers must describe Earn and Learn model services they plan to provide, and targeted population(s) they plan to serve.

The following high-growth industry sectors are targeted in this Earn and Learn approach and bidders must identify one or more of the following sector(s) in the career education component of their strategy:

1. Technology careers (i.e., Help Desk, Software Sales, Computer Networking, Cybersecurity, Computer and Software languages/coding, Data Science, etc.)
2. Health Care careers (i.e., Certified Nursing Assistant, Certified Medical Assistant, Medical Records, Dental Assistant, etc.)
3. Childcare and Early Childhood careers (i.e., Teacher Aides, Daycare, Home-based Childcare Centers, etc.)
4. Transportation, Distribution, and Logistics careers (i.e., Truck drivers, Warehouse workers, Forklift operators, etc.)
5. Climate careers (i.e., Climate conservation, Administrative Support, Clean water, Extreme heat mitigation, HVAC technicians, and Forestry jobs for wildfire prevention, etc.)
6. Manufacturing (i.e., Production, Assemblers, Quality Control Specialists, etc.)

Based on the sectors and occupations above, each respondent to this SFP must demonstrate that at least 80% of participants will be placed in employment and acquire related, industry-recognized certificates. The response to this SFP must articulate ongoing career plan developments and coaching provided to participants to ensure that new skills (including soft skills) are acquired and that participants have access to a network of support to build their social capital. Career education and training may occur at a local



educational institution or training provider and offer paid wages and on-the-job activities with an employer.

Participant wages for on-the-job activities should be paid at a rate of at least \$20 per hour. Bidders are encouraged to solicit employer contributions toward wages to maximize the number of people that will be served through this strategy.

Employer letters of commitment to hire must also be furnished in your response to this SFP as evidence of having working relationships with local area employers, aligned with the sectors articulated in the enumerated list above.

This strategy also includes supportive services, ongoing career coaching support, as well as financial literacy coaching. The supportive services (not to exceed \$300 per participant) should be provided to participants to support successful participation. The supportive services disbursements can be used toward laptop purchases, work clothing, certificate expenses, transportation, and other categories that support the participant's success in the program (including childcare, which carries a higher cap of \$800 per participant – and cannot be combined with other types of supportive services). Bidders must propose a plan to successfully provide supportive service direct payments to participants, as support service needs are determined upon intake into the program. Receipts documentation of supportive services is required and should be maintained in the participant's record.

### **Outreach and Target Population**

Collaboration in the community – Successful bidder must demonstrate that there is organizational capacity to engage in street-level outreach and canvassing as well as hybrid digital outreach to ensure connection to all communities who are underserved in mainstream and emerging workforce development and career education programs.

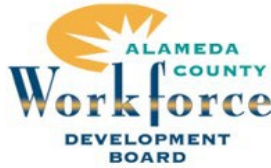
Bidders must propose to serve eligible participants who are impacted by the COVID-19 pandemic, families experiencing low-income levels, and those who reside within the unincorporated Ashland, Cherryland, Hayward Acres, and part of San Lorenzo areas of Alameda County.

Lower Living Standard Income Levels Guidelines as follow:

| Family Size           | 1        | 2        | 3        | 4        |
|-----------------------|----------|----------|----------|----------|
| Maximum Annual Income | \$50,000 | \$57,150 | \$64,300 | \$71,400 |

Community locator tool link (<http://communitylocator.acgov.org/>) will be used to identify and validate whether participants' address is or is not located within the Alameda County Unincorporated areas.

Outreach efforts must occur to target and connect Black, Indigenous, Latino, Asian, and Pacific Islander communities, with a focus on serving those who are otherwise disconnected from the workforce development and career education service landscape. Outreach efforts must also target other marginalized groups such as low-wage earners, immigrants, and English Language Learners, people with disabilities,



low-income single parents, the LGBTQ+ community, the formerly incarcerated, and people experiencing homelessness.

### **PROGRAM DESIGN ELEMENTS**

Successful proposals must include a program design that considers the following required elements to ensure program participants are fully served and have an integrated experience:

1. Bidders must express their ability to track recruitment efforts and be willing to engage in multiple modes of community outreach to connect with those populations otherwise unserved or underserved in the Alameda County unincorporated communities.
2. Bidders should have well-established connections to community and organizations or be willing to actively and expeditiously create those connections to ensure that the unincorporated community members can intentionally connect to workforce development services and the career education landscape in Alameda County.
3. Bidders should have knowledge and use of evidence-based service and/or promising program models and assessment tools. Services should be responsive, evidence-based or demonstrated promising practice and should be accompanied by intensive and participant-centered case management.
4. Bidders must provide culturally responsive and appropriate services to meet the needs of the unincorporated community. Service providers shall have an ability to understand the strengths of the participant's respective culture(s) including gender-specific needs.
5. Bidders must have the ability to offer digital and financial literacy support and education.
6. Bidders must provide performance measures outlining program performance goals.
7. Bidders must provide budget detail outlining all expenditures needed for a successful program during the program term.
8. Bidders must have the ability to provide supportive services including transportation assistance, work clothing, and additional materials necessary for the Earn and Learn Program.
9. Bidders must demonstrate adequate infrastructure and administrative capacity to deliver the proposed program model.
10. Bidders must demonstrate capacity to track eligibility, enrollment, service delivery, and outcomes.



**SFP TIMELINE**

|  |   |
|--|---|
| SFP Release Date   | January 25, 2023                            |
| Virtual Information Session (AM and PM)  | February 2, 2023                            |
| Deadline to submit written questions to <a href="mailto:Irene.Wu2@acgov.org">Irene.Wu2@acgov.org</a> | February 3, 2023, by 10AM PST               |
| FAQ in response to questions   | February 6, 2023                            |
| Application Due  | March 1, 2023, by close of business 5PM PST |
| Award Announcement   | March, 2023                                 |
| On Boarding and Training   | April, 2023                                 |

**INFORMATION SESSIONS**

There will be two virtual information sessions available to provide an overview and address questions. Attendance to these information sessions is not mandatory but is encouraged.

**Morning Session:**

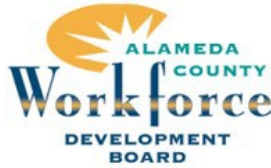
When: Thursday, February 2, 2023, 10:00 AM PST –

<https://us06web.zoom.us/j/87147032598?pwd=NzNyRysrRlo3OEFPVzZ3dG5JL1pGUT09>

**Afternoon Session:**

When: Thursday, February 2, 2:00 PM PST –

<https://us06web.zoom.us/j/82596591361?pwd=dS9uTVZRZHN0azFLMXYxcncxU00xdz09>



## **CONTRACT AWARD**

1. For any SFP issued by the ACWDB, the successful bidder will be required to enter a contract for services with the ACWDB based upon the information contained in the SFP and the successful bidders' submission and any modifications thereto.
2. This is a federal grant and selected bidder must adhere to federal requirements as outlined in Exhibit E and E-1, attached.

## **INQUIRIES**

Clarification of terms and conditions of the proposal process shall be directed in writing to:

**Attn: Irene Wu**  
**Program Financial Specialist**  
**Alameda County Workforce Development Board**  
**Email: [Irene.Wu2@acgov.org](mailto:Irene.Wu2@acgov.org)**  
**Subject: Solicitation for Proposals – ARPA Workforce / Job Training**  
**(Earn and Learn Program)**

The ACWDB, its staff and employees shall not be responsible for any information given by way of verbal communication.

Any questions that are received by staff that affect the SFP process will be as answered through a published addendum by the ACWDB.

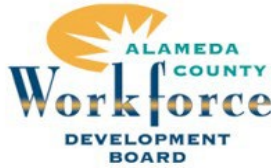
## **SUBMISSION REQUIREMENTS**

Only electronic submission of proposals will be accepted. Deadline for submission is Wednesday, **March 1, 2023, by 5:00PM**. Electronic submissions must be emailed to Irene Wu ([Irene.Wu2@acgov.org](mailto:Irene.Wu2@acgov.org)) with the subject, "Solicitation for Proposals ARPA Workforce/Job Training - Earn and Learn").

Proposal submissions will not be accepted after the deadline referenced above.

The ACWDB reserves the right to cancel this SFP for any reason without any liability to any bidder or to waive irregularities at their own discretion.

Bidder should prepare a not-to-exceed 8-page proposal describing how your organization plans to deliver services and include the following information:

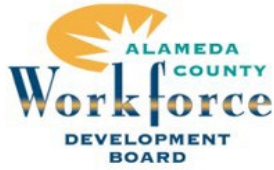


1. Cover page with name, organization, and contact information
2. A Statement of Proposal that includes:
  - a. Proposed program model and service activities that capture all the Program Design Elements and any additional elements articulated in above sections in this SFP. Proposals should be responsive to stated Selection Criteria.
  - b. Program budget outlining the use of funds.
  - c. Performance measure outlining applicable goals and result base accountability.
  - d. Biographical sketch(s) for key personnel and roster.
  - e. Relevant past projects; including any Workforce Innovation and Opportunity Act, ARPA or other workforce development grant experience.
  - f. Example of the implementation of a recognized evidence-based or promising practice.
3. References demonstrating a minimum of two similar projects and at least two contacts for work done within the last two to five years.

**SELECTION CRITERIA**

The following rubric will be used in evaluating the written response to this SFP. Matching funds are encouraged to support this SFP, but not required in order to be considered. Bidders who demonstrate match in the written response may receive up to five additional points. The written response(s) with the highest score(s) will be selected:

| <b>SELECTION CRITERIA</b>   | <b>Maximum Points</b> |
|---|-----------------------|
| The written response demonstrates familiarity with the Earn and Learn model, (including effective employer partnerships) and a successful program delivery strategy. The written response demonstrates a clear, streamlined, and articulate strategy for achieving the scope of work and the different programmatic elements for the direct services and specify the supportive services in relates to this SFP requirement (including the disbursal of participants payments). | <b>25</b>             |
| The written response demonstrates familiarity with communities and the employer community this SFP proposes to serve and demonstrates the ability to effectively outreach to the communities articulated in this SFP and engage participants in programming. The written response also demonstrates the ability to connect to and engage the employer community meaningfully and successfully.  | <b>25</b>             |
| The written response demonstrates the ability to manage and maintain programmatic and fiscal records, including experience with federal funds. The written response demonstrates the bidder has adequate and qualified administrative and programmatic staff.   | <b>25</b>             |



|  |   |
|--|---|
| <p>The written response demonstrates that the prospective entity has proven expertise in providing an evidence-based and/or promising practice service delivery model. Specifically, to address the needs of the priority populations in the unincorporated areas of Ashland, Cherryland, Hayward Acres, and parts of San Lorenzo.</p> | <p><b>25</b></p>                              |
| <p><i>There will be an additional five (5) points added if bidders are able to demonstrate a monetary match. Bidders will need to identify match amount in their budget.</i></p>   | <p><b>5*</b></p>                              |
| <p><b>Total</b></p>  | <p style="text-align: center;"><b>100</b></p> |



## EXHIBIT E

### ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION

Funds used for payment of this Contract may be from or subject to reimbursement by state and/or federal funds. Some of these funding sources require additional contractual obligations and County and Contractor hereby agree to the following additional terms and conditions. The parties agree to each of these terms for reasons including, but not limited to, meeting all contracting requirements as set forth in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. These terms supplement the General Terms and Conditions.

#### I. General Provisions

- A. **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
- B. **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.
- C. **Equal Employment Opportunity.** During the performance of this contract, Contractor agrees as follows:
1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted

construction work: Provided, that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor and refer the case to the Department of Justice for appropriate legal proceedings.

These provisions are included in addition to the Equal Employment Opportunity Practices Provisions in the General Terms and Conditions and Contractor shall abide by both provisions.

- D. **Rights to Inventions Made Under a Contract or Agreement.** If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Contractor (the "recipient or subrecipient") wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. This requirement applies to "funding agreements," but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."
- E. **Clean Air Act and the Federal Water Pollution Control Act.** The following provisions apply for all contracts in excess of \$150,000:
1. **Clean Air Act** (42 U.S.C. 7401–7671q).

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Contractor agrees to report each violation of the Clean Air Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

2. **Federal Water Pollution Control Act (33 U.S.C. 1251–1387).**

- a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

F. **Debarment and Suspension.** In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:

- 1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
- 3. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered contracts.

- G. **Conflict of Interest.** By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County's Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.
- H. **Byrd Anti-Lobbying Amendment.** For any contract of \$100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.
- I. **Procurement of recovered materials.**
1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
    - a. Competitively within a timeframe providing for compliance with the Contract performance schedule;
    - b. Meeting Contract performance requirements; or
    - c. At a reasonable price.
  2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
  3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
- J. **Access to Records.**
1. The Contractor agrees to provide the County, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the Federal Awarding Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
  4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency or the Comptroller General of the United States.
- K. **Changes.** The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- L. **Seal, Logo, And Flags.** The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency pre-approval.
- M. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.
- N. **No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.
- O. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
- P. **Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.
- Q. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:
1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.



2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
  3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
  4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
- R. **Domestic Preferences for Procurements.** As appropriate and to the extent consistent with law, the contractor and their subcontractor(s), to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:
1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  2. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- S. **Prohibition on Contracting for Covered Telecommunications Equipment and Services.**
1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA

Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

2. Prohibitions.

- a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
  - (1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
  - (4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions.

- a. This clause does not prohibit contractors from providing—
  - (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- b. By necessary implication and regulation, the prohibitions also do not apply to:
  - (1) Covered telecommunications equipment or services that:
    - (a) Are *not used* as a substantial or essential component of any system; and
    - (b) Are *not used* as critical technology of any system.



- (2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:

- (1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- (2) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

T. **License and Delivery of Works Subject to Copyright and Data Rights.** In order to comply with 2 C.F.R. § 200.315, Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

U. **Affirmative Socioeconomic Steps for Subcontracts.** As a condition for the approval of any subcontract, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

II. **Construction and Repair Work.** The following provisions apply to construction or repair work:

**Compliance with the Davis-Bacon Act and Copeland “Anti-Kickback” Act.** For all prime construction contracts in excess of \$2,000 the following terms shall apply:

A. **Davis-Bacon Act**

1. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
3. Additionally, contractors are required to pay wages not less than once a week.

B. **Copeland “Anti-Kickback” Act**

1. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.



## EXHIBIT E-1

### **Certification for Contracts, Grants, Loans, and Cooperative Agreements CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)**

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.

Contractor, ADD NAME OF CONTRACTOR, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title