

**SOUTH BAY WORKFORCE INVESTMENT BOARD, INC.  
11539 HAWTHORNE BLVD., STE. 500 – 5<sup>TH</sup> FL  
HAWTHORNE, CA 90250**

**REQUEST FOR QUOTE  
WIOA Regional Plan Development  
Los Angeles Basin Regional Planning Unit (LABRPU)**

<b>Release Date:</b>	<b>May 16, 2024</b>
<b>Deadline for Submission:</b>	<b>Monday, June 3, 2024 by 12:00 pm PST</b>
<b>Respondent's Technical Assistance:</b>	<b>Written Communication Only to: <a href="mailto:jmunoz@sbwib.org">jmunoz@sbwib.org</a></b>
<p><b>For additional information, please send inquiries to: (no telephone calls)</b></p> <p><b>Justina Munoz, Procurement Manager: <a href="mailto:jmunoz@sbwib.org">jmunoz@sbwib.org</a></b></p>	

**An equal opportunity employer/program. Auxiliary aides are available upon request to individuals with disabilities.  
This RFQ is funded by the Workforce Innovation and Opportunity Act (WIOA).**

## **SECTION I - GENERAL INFORMATION**

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### **A. Background**

The South Bay Workforce Investment Board (SBWIB) is a California Workforce Development Board comprised of 51 members representing business, labor, education, economic development, and other local workforce system stakeholders. SBWIB provides oversight of the federal Workforce Innovation and Opportunity Act (WIOA) programs and services of the South Bay Workforce Development Area (SBWDA) and develops policies to ensure compliance and effective operations.

The South Bay Workforce Investment Board, Inc. (SBWIB, Inc.) was established in 2000, is a 501(c) 3, non-profit corporation that operates as the designated administrator for the South Bay Workforce Investment Board. SBWIB, Inc. administers employment and training programs and serves the 11 cities of the South Bay Workforce Investment Area, which include the cities of Inglewood, Hawthorne, Lawndale, El Segundo, Carson, Gardena, Redondo Beach, Hermosa Beach, Manhattan Beach, Torrance and Lomita.

SBWIB is one of seven local workforce development boards (City of Los Angeles, County of Los Angeles, City of Glendale [administrative entity for the Verdugo WDB], Foothill Employment and Training Connection, City of Long Beach [administrative entity for Pacific Gateway Workforce Investment Network], South Bay, and Southeast Los Angeles County [SELACO]) that have come together under this regional partnership referred to as the Los Angeles Basin Regional Planning Unit (LABRPU) to plan, coordinate and develop the regional plan. Together the RPU will develop strategies for building regional industry sectors, expanding career pathways programs and coordinate WIOA services and resources.

### **B. Purpose of Solicitation**

SBWIB, Inc. is soliciting quotes from qualified organizations and individuals (consultants or a team of consultants) working together with experience in strategic planning and workforce development processes to support the LABRPU in the development of its 4-year Regional Plan. Additionally, SBWIB, Inc. has agreed to provide administrative supports on behalf of the LABRPU to procure the development of the LABRPU Regional Plan (PY25-29).

The Plan process includes working with LABRPU representatives and stakeholders and will provide activities such as but not limited to, project management, strategic planning, data collection and analysis, conducting community forums, and meetings. The Regional Plan will be developed in accordance with WIOA requirements and policy guidance put forth by the State of California, Employment Development Department.

#### **Regional and Local Plan Guidance can be found (WSD22-05)**

[https://edd.ca.gov/siteassets/files/jobs\\_and\\_training/pubs/wsd22-05.pdf](https://edd.ca.gov/siteassets/files/jobs_and_training/pubs/wsd22-05.pdf)

#### **Alignment with the California Unified Strategic Workforce Development Plan**

[https://cwdb.ca.gov/plans\\_policies/2024-2027-state-plan/](https://cwdb.ca.gov/plans_policies/2024-2027-state-plan/)

As outlined under WIOA Section 106, Regional Plans provide a roadmap for alignment of resources and investments to meet specific outcomes within the 15 Regional Planning Units (RPU). Regional Plans are used to articulate how RPUs will build intentionality around industry sector engagement, drive workforce development outcomes across multiple jurisdictions, and expand on-ramps to career pathways for individuals who experience barriers to employment.

C. **Deadline for Submission of Quotes:** The deadline for submission of quotes is **Monday, June 3, 2024 by 12:00 p.m. (PST)**. No exceptions. The quote must be **transmittal via electronic email** and should be addressed to: **[jmunoz@sbwib.org](mailto:jmunoz@sbwib.org)**. Quotes received after that time and date may be rejected.

D. **RFQ Schedule and Timeline:**

Beginning May 16, 2024, the RFQ will be available to download from SBWIB’s website <http://www.sbwib.org>. If you are unable to download the RFQ please contact:

Justina Munoz, Procurement Manager

Email: [jmunoz@sbwib.org](mailto:jmunoz@sbwib.org)

Phone: (310) 970-7700

**Timeline:**

<b><u>Activity</u></b>	<b><u>Date</u></b>
Issue RFQ	May 16, 2024
Last Date to Submit Questions	May 24, 2024
<b>RFQ Due by 12:00 p.m. (PST)</b>	<b>June 3, 2024</b>
Evaluation of Response(s)	June 3-10, 2024
Recommendations	June 13, 2024
Negotiation and Award of Agreement	June 14-28, 2024
Start Date	Upon Acceptance

E. **Technical Assistance:**

SBWIB will accept questions submitted via electronic mail to Justina Munoz, Procurement Manager at [jmunoz@sbwib.org](mailto:jmunoz@sbwib.org), **not later than 12:00 p.m. (PST) on Friday, May 24, 2024.**

If any corrections are noted or questions are received we will post these responses and updates to the website at [www.sbwib.org](http://www.sbwib.org). If an Addendum to the RFQ becomes necessary we will reissue and repost the RFQ to the website at [www.sbwib.org](http://www.sbwib.org). As applicable, a list of available Q&A responses will be posted daily.

SBWIB/SBWIB, Inc. Board Members, LABRPU members and staff, or associated parties are precluded from entertaining any questions concerning this solicitation or this procurement outside the confines of the technical assistance outlined above.

**SECTION II - ADMINISTRATION**

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A. **Eligible Respondents:**

Entities, organizations or individuals possessing the appropriate capacity and demonstrated ability to provide the services outlined in this RFQ are eligible to apply. Responses will be deemed eligible for pre-qualification based on their completeness and responsiveness to this RFQ. SBWIB, Inc. encourages submission from small businesses, minority-owned firms, and women’s business enterprises.

Please note: SBWIB, Inc., which operates on behalf of the SBWIB, is prohibited from awarding funds to any entity that is debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance program in accordance with DOL regulations at 29 CFR Part 98.

**B. Qualifications:**

Respondent must possess the following qualifications:

1. Qualifications and demonstrated experience in performing governmental/non-profits strategic planning.
2. Knowledge of the state, federal, and local workforce development system and legislation to include applicable federal statutes, regulations, policies and guidance.
3. Understanding and capacity to meet the plan requirements for submission.
4. If more than one applicant applies jointly the lead applicant must possess a minimum of five (5) years of experience in project management and or consulting.

**C. Contractual Term and Method of Payment:**

1. SBWIB, Inc. will contract for the development of the LABRPU Regional Plan upon award acceptance on or about July 1, 2024 thru December 31, 2025, allowing for acceptance and plan approval by the state. SBWIB, Inc. may, at its sole discretion, opt annually to extend the term of the contract each year thereafter and up to four (4) additional one-year period; including requirements and completion of the biennial modification. In no event shall the total term of a contracts extend beyond 60 months. SBWIB, Inc. reserved the right to terminate this contract each year, or earlier based on performance and SBWIB, Inc. satisfaction with the services provided.
2. Contracts will be issued on an annual basis and may be terminated by either party upon thirty (30) days written notice.
3. The contract is not assignable by the selected party, whether in whole or in part, without the written consent of SBWIB, Inc. and or LABRPU partnership.
4. SBWIB, Inc. may elect to pay a flat fee for performing under this solicitation. This fee is to include all of the expenses for labor, communications, travel and other miscellaneous costs to be incurred in the performance of the service.
5. Full payments will be made when SBWIB, Inc. has determined that the total work effort has been satisfactorily completed according to the statement of work and benchmarks. Should SBWIB, Inc. reject a report, SBWIB, Inc.'s authorized representative will notify the selected party in writing of such rejection, giving the reasons. The right to reject a report shall extend throughout the term of the contract and for ninety (90) days after the Respondent submits the final report and invoice for payment.

**SECTION III - SCOPE OF SERVICES**

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The selected consultant will work under the general guidance of the LABRPU Regional Coordinator and have overall responsibility for the development of the 4-Year Regional Plan. The South Bay Workforce Investment Board is currently the acting LABRPU Regional Coordinator. The LABRPU Regional Coordinator will serve as the liaison for the LABRPU Workforce Development Boards and provide technical support to the selected consultant(s) in a timely manner. The consultant must be well versed and knowledgeable about WIOA and state workforce development requirements. The success of the planning process and components include the following and are subject to change upon any state guidance or directive:

- The Consultant must have demonstrated capacity to perform the tasks necessary to complete the project on time for submission.

- The Consultant will be responsible to ensure that all necessary components and benchmarks of the process and Plan development are completed and documented in a timely manner.
- The LABRPU Regional Coordinator and LABRPUs will assist the consultant in promoting community engagement forums and outreach to partners and community constituents. The consultant will facilitate the forums including meeting preparation and minutes. Due to the current pandemic it is anticipated the Consultant will have experience holding virtual stakeholder and community engagement meetings. Virtual public engagements at minimum may include live or recorded presentations.
- The Consultant will provide project management of the Regional Plan development. The consultant will oversee the project management functions and tasks needed for the creation and production of the Four-Year Plan and its timeline.
- The LABRPU Regional Coordinator or designee will be the primary contact person to coordinate with the selected Consultant on matters of the existing Regional Plans, analytical reports for the region, and coordination with the LABRPU Workforce Development Boards regarding strategies, goals and outcomes. Such strategies and goals will include plans for regional sector pathways and training leading to upward mobility, aligning and coordination services and partnerships. Refer to the Statement of Work for required plan responses and plan outline – Exhibit 1
- Data analysis of the region is a necessity to the plan development of the Regional Plan. Analysis of the region includes local and regional labor market information that focuses on the needs of local businesses and economic conditions to include trends in the regional. Considerations for how recovery from the pandemic is anticipated to be included. Reference reports and resources to be considered: Labor Market Information (LMI); Bureau of Labor Statistics; CAAL-Skills reports; employer engagement; and other relevant sources; California LMI data is available on the Regional Planning Unit Labor Market Data webpage:  
<https://www.labormarketinfo.edd.ca.gov/geography/regional-planning-units.html>
- The Final Plan must be in accordance with federal and state requirements and the final Plan must be prepared using EDD policies and outlines:  
[https://edd.ca.gov/siteassets/files/jobs\\_and\\_training/pubs/wsd22-05.pdf](https://edd.ca.gov/siteassets/files/jobs_and_training/pubs/wsd22-05.pdf)

The Regional Plan development and timeline is underway with the LABRPU Workforce Development Boards. The **LABRPU Regional Coordinator** will work with the Consultant to prepare the Consultant and bring to speed to track the plan. The Consultant(s) are asked to provide input to the proposed schedule for the completion of activities. The following deadlines, however, must be included in your narrative.

- Community Engagement Forums – November 2024 through February 2025
- Draft Regional Plan to the LABRPU – January through March 2025
- Draft Regional Plan release for 30-day public comment period – March 2025
- Updates to the plans including public comments – March 2025
- Final Regional Plan (approved by Local Board) – April 2025
- Submission to the State – on or before April 30, 2025

Dates may be subject to change upon state guidance or directive.

Links to existing Los Angeles Basin Regional Plans for PY2021-2024: <https://www.sbwb.org/local-plan>

## **SECTION IV - INSTRUCTIONS FOR SUBMITTING QUOTE**

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The Respondent must clearly demonstrate the Respondent's ability to provide the requested services. In order to simplify the review process and obtain the maximum degree of comparison the quote must be organized as follows:

### **A. Submission:**

Submission of Quotes does not guarantee that a quote will be funded. Respondents seeking funding must submit and sign a complete quote package. All questions must be answered, and all forms must be completed in order to be considered for funding. If the question is not applicable, state "not applicable" and briefly explain why you think it does not apply.

Due to the timeline and requirements to submit the plan the anticipated amount of funds available under this RFP is between \$25,000.00 to \$50,000.00. The value and award of a contract may vary based on the number of consultants selected and is subject to available funding. The SBWIB reserves the right to negotiate all contract amounts upon final selection. The selected consultant may also be called upon to perform and complete the two-year modification as required. The cost associated to the modification is separate and will be negotiated at such time and is based on performance and budget.

### **B. Order of Submission:**

Quote must be submitted in the following order using the forms provided:

- ✓ Request for Quote Cover Page - Attachment A
- ✓ Executive Summary – Attachment B (maximum 2 pages)
- ✓ Narrative Response – Attachment C (maximum 10 pages)
- ✓ References – Attachment - D (minimum of 3)
- ✓ Projected Services Budget - Attachment E
- ✓ Signed Certifications and Assurances - Attachment F-L

### **C. Formatting Requirements:**

All quotes must be limited to the following prescribed information and be submitted in an 8 ½ x 11 format. Pages are to be numbered sequentially, with the exception of the cover page and the font size must be 12pt. either Times New Roman or Arial. Quotes shall not exceed twenty (12) single-sided pages in length (double-sided pages count as two pages). This page limit does not include cover page, divider sheets, resumes or required forms.

### **D. Authorized Signature**

An individual authorized to bind the Respondent shall sign all quote documents. The quote cover sheet shall provide the name, title, address and telephone number of individual(s) with authority to negotiate and execute the contract. Verification of authority may be required.

### **E. Electronic Copy:**

Respondents must submit via email one (1) original with all executed (i.e. original signatures) narrative responses and attachments. Electronic submissions will be printed in order as received. Quotes accepted as responsive will be reviewed only as originally submitted by the deadline. Upon receipt by the SBWIB any and all quote will become the property of SBWIB.

Electronic copies are required, however, all signature pages must be in full color (blue preferred). The electronic file should be addressed to: **[jmunoz@sbwib.org](mailto:jmunoz@sbwib.org)**.

**F. Narrative Responses**

Respondent are responsible for familiarity with all applicable regulations and applying them in developing the RFQ response. Respondent selected will be required to assume full responsibility for all activities and services included in the contract. No assignment of contract or interest, in any part, to any third party shall be allowed.

The following information, in the order listed below, is required as part of the quote:

1. A completed Quote Cover Sheet (**Attachment A**)
2. Executive Summary describing the respondent’s organization, summary of relevant experience and qualifications to the services solicited. (**Attachment B**)
3. Narrative Response that summarizes the following (**Attachment C**):
  - a. Experience in providing services similar to those outlined in the Scope of Services, to include:
    - Prior experience working within the workforce development industry; include past record of demonstrated performance
    - Prior experience and knowledge of administration and or program activities funded by the Workforce Opportunity and Innovation Act; including the one-stop delivery system, business customer and stakeholders
    - Capacity and technical skills to complete the work and on time
    - Experience and knowledge of the state, federal, and local workforce development system and policies
    - Identify all staff (including other consultants) to be involved in this project, including their credentials. Attach resumes or informative bios of all professional staff involved.
    - Understanding and flexibility to meet schedules and work under time constraints.
  - b. Prepare a work plan or outline that describes the approach to be taken to complete the project as follows:
    - The work plan and timeline to accomplish the scope of services and development of the Regional Plan
    - Strategy and resources used to collect, analyze and report labor market and economic data for the region that will assist the LABRPU to make informed decisions regarding employer needs, skilled training, and future of emerging industries/occupations
    - Ability to organize, outreach and conduct community engagement forums
4. Three (3) references for organizations that have received your services in the past 3-5 years, to include (**Attachment D**):
  - Company name
  - Contact name
  - Address
  - Telephone number(s)
  - E-mail address
  - Type of reference (i.e. for profit, nonprofit, state, federal, workforce board)
  - Type of service(s) performed
  - Date(s) services performed

5. Projected Services Budget (**Attachment E**)
6. Signed Certifications and Assurances (**Attachment F-L**)

## **SECTION V - RATING**

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### **A. Compliance Review:**

The following description of the quote review is a general description. Not all elements must be performed on all quotes received and the order of the process may be varied at the discretion of the SBWIB, Inc. reviewing staff, SBWIB Executive Committee or the full SBWIB.

SBWIB, Inc. staff will screen quotes for responsiveness. Non-responsive quotes will not be given further consideration. To be responsive, a quote must be:

- a. Submitted on time;
- b. Meet all submission requirements, e.g., quantity, signatures, etc.
- c. Include all required forms, signed certifications, and other material fully completed in
- d. accordance with the instructions.

Upon finding that a quote is responsive, the SBWIB, Inc. review forms, certifications and other documentations; may check references; may interviews; and perform other verification activities.

### **B. Evaluation Criteria:**

All responsive quotes are reviewed and scored by the Evaluation team. Quotes will be read and scored by the same reviewers. Each reviewer will evaluate the quote for acceptability and assign a numerical score. Scores from each reviewer for all quotes will then be totaled and averaged. A maximum of 100 points may be awarded to any single quote. A maximum of 80 of those points are based on the required elements and 20 maximum points are based on the cost criteria. The recommendations of the Evaluation team will then be forwarded to the LABPRU Regional Coordinator for concurrence and approval.

Respondent must have an average score of 85 points to or higher to be recommended for funding. SBWIB, Inc. reserves the right to recommend multiple quotes that will be placed on the SBWIB, Inc. Slate of Providers (pre-qualified list) as described below. In the event that the primary selected party fails to provide services outlined in the agreement and quote, SBWIB, Inc. may use an alternate respondent to perform the services based on a score of 85 points or higher and approved to be placed on the Slate of Providers.

The LABPRU Regional Coordinator will review the recommendations of the SBWIB, Inc. Evaluation team. The Regional Coordinator may accept, modify, or reject the evaluation team's recommendations, or return the matter to the SBWIB, Inc. for further investigation or negotiation. The LABPRU Regional Coordinator will make final recommendations for ratification by the full SBWIB, Inc.



All quotes determined to be responsive will be internally evaluated by SBWIB, Inc. based on a total score of 100, using the criteria listed below:

- 1. Responsiveness to RFQ (5 Points)**  
The Respondent must abide by the requirements outlined within the RFQ. Timely submission, completed forms, and submission of all required information will be considered.
- 2. References (5 Points)**  
The Respondent provided the minimum number of work related references.
- 3. Demonstrated Performance (30 Points)**  
The Respondent must demonstrate a successful history of providing the same or similar services during the last three (3) years prior to this RFQ. All respondents must meet minimum qualifications as noted under Section II, paragraph B-Eligible Respondents.
- 4. Quality of Approach (40 Points)**  
The Respondent must demonstrate a thorough understanding of the range of services to be offered. The Bidder must describe the overall approach it will utilize in providing services, and adherence to the required timelines.
- 5. Reasonableness of Cost (20 Points)**  
The Respondent must demonstrate its proposed cost for providing services are reasonable, necessary and allowable. All cost must be complete and clearly identified.

**C. Slate of Providers:**

The evaluation team may recommend additional Respondents who were not selected for funding, but who submitted quotes that met all of the submission requirements and were among the top three (3) highest scored quotes. The recommendation Respondents will be added to a "Slate of Providers" list from which the SBWIB, Inc. may select in the case of failure by the selected party to enter into an Agreement with the SBWIB, Inc. or default for the delivery of services under this RFQ. Two or more written quotes are desired to be obtained under this procurement method (sole source allowances may be exercised if the respondent is otherwise qualified and capable and has complied to the solicitation).

The listing of the Respondent on the Slate of Providers is not a commitment by the SBWIB, Inc. to utilize the services of the Respondent. The Respondent agrees that it will honor its commitment stated in the quote so long as it is listed on the Slate, however price submitted at the time of the RFQ is subject to negotiation for best Respondent. The Respondent may, by written notice to the SBWIB, Inc. remove itself from the Slate. Such written notice shall contain the effective date of the removal and a statement as to the reason for removal. A party authorized to commit the Respondent shall sign the notice. Once voluntarily withdrawn from Slate, the Respondent cannot be placed on the Slate again except thru selection by the WIB in response to a new solicitation. The SBWIB, Inc. reserves the right to remove a Respondent from the Slate at any time when it deems such action to be in the best interest of the SBWIB, Inc.

**D. Appeal Procedures to Resolve Procurements Disputes:**

If any entity had submitted a quote and is not recommended for funding during the review process, the entity may protest/appeal the recommendation to the SBWIB Executive Committee. The protest/appeal may not dispute the particular score received by the petitioning entity, or the score assigned to a

competing entity. The scores given by the rating panel are final and not subject to question by an appealing entity. An appealing entity may protest/appeal the recommendations of the evaluators if it can show that any substantial portion of the SBWIB- approved RFQ process has not been followed.

The written protest/appeal must be delivered to the SBWIB, Executive Director, 11539 Hawthorne Blvd., 5th Floor, Hawthorne, CA, by June 21, 2024 at 12:00 p.m. PST. Protests/appeals received after the established time frame will not be accepted. Only protests/appeals, which cite specific sections (s) of RFQ that have been violated, will be considered. Once reviewed by the SBWIB Executive Director for merit, the protest/appeal will be elevated to the SBWIB Executive Committee, which will meet at the above address on/by June 28, 2024. The SBWIB Executive Committee shall resolve any protest based upon written protest and any oral or written response thereto provided by staff. Any SBWIB Executive Committee resolution shall be made prior to any funding determination under this RFQ. The decision made by the SBWIB Executive Committee, as to which quote(s) are funded, will be final.

## **SECTION VI**

## **TERMS AND CONDITIONS**

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### **A. Acceptance of Terms and Conditions:**

Each Respondent, by submission of a quote, acknowledges acceptance of terms and conditions, certifies that all specifications listed in the RFP will be met, and further understands that these specifications may become part of a contract for provision of services should awarded.

### **B. SBWIB, Inc.'s Rights:**

- Accept or reject any or all quotes received;
- Cancel or reissue this solicitation in part or its entirety;
- Award a contract for any service or group of services solicited in any quantity;
- Make no award or withdrawn an award;
- Waive any defect in the procurement;
- Correct any error(s) and/or make any changes to the solicitation by notifying Respondents;
- Reject any quote that fails to conform to the essential requirements of the solicitation;
- Negotiate the final terms of any contract awarded;
- Conduct reviews of any entity selected for award;
- Contact any individual or entity listed in the quote
- Terminate or cancel this solicitation and any contracting action due to lack of funding;
- Use the contents of a successful quote as basis of a contractual obligation;
- Request clarification, explanation or verification of the quote content;
- Require additional price, technical or other data as a result of negotiations conducted;
- Award to other than the highest scoring quote;
- Award without discussion as deemed in its best interest;
- Withhold a contract until resolution of all outstanding issues;
- End contract negotiations if acceptable progress is not achieved;
- Extend, shorten, increase, decrease or add other services to any contract awarded;
- Reserve the right to employ or contract with other consultants during the contract period awarded as a result of this RFQ.
- Reject any quote and waive any requirement when the action is considered to be in the SBWIB's best interest and negotiate changes, revisions, and/or modifications of a quote with any Respondents.

**C. Respondent's Restrictions:**

- Offer or provide any gratuities or favors, for the purpose of influencing an award;
- Engage in any activity that will restrict or eliminate competition;
- Make a plea of error or mistake in the stated price/cost contained in their quote;
- Provide services to an SBWIB, Inc.'s contractor during the contract period with SBWIB, Inc.

**D. Licenses:**

As applicable, the selected respondent, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of California at the time of RFQ submission. The quote of any Respondent that is not fully licensed and certified shall be rejected.

**E. Confidentiality:**

The selected Consultant agrees to keep all information related to SBWIB, Inc. and the LABRPU in strict confidence. Other than the reports submitted to SBWIB, Inc., the Respondent agrees not to publish, reproduce or otherwise divulge such information, in whole or in part, in any manner or form or to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information while in the selected respondent's possession. Respondents employees or affiliates will have access to the information only on a "need-to-know" basis. The selected respondent agrees to immediately notify SBWIB, Inc., in writing, in the event the it determines or has reason to suspect a breach of this requirement.

**F. Conflict of Interest:**

Agencies employing or retaining employees of the SBWIB, Inc., members of the SBWIB Executive Committee and/or other SBWIB, Inc. contractors, subcontractors, or consultants or in any other capacity, must make such information known with their quote document. Failure to do so may result in disqualification of the quote, cancellation of contract or contract award, or result in disciplinary action against individuals involved.

**G. Cost Incurred by Respondents:**

All costs associated with quote preparation will be borne by the Respondent. The SBWIB will not, in any event, be liable for any pre-contractual expenses incurred by Respondents in the preparation and/or submission of the quotes. Quotes will not include any such expenses as a part of the proposed.

**H. Best Offer:**

The quote shall include the Respondent best terms and conditions.

**I. Insurance:**

Respondent will be required to provide evidence of insurance coverage as follows:

- **Professional Liability** containing errors and omissions coverage in amounts not less than \$1,000,000 (One-million dollars) or **General Liability** not less than \$1,000,000
- **Motor vehicle insurance** requirements may be waived. The majority of services may be being provided through electronic and or virtual means. If personal automobile insurance is required; evidence of coverage is to be provided in the performance of services for the SBWIB, Inc. Said insurance will be required to be maintained in full force and effect during the term of the contract.
- **Worker's Compensation and Employees Liability** (if applicable) in accordance with California State Compensation laws.

Additional insurance endorsements must include the City of Inglewood/SBWIB, Inc., its officers, employees and agents are to be named as additional insured under the Pro Motor vehicle insurance requirements are currently waived. The majority of services are being provided through electronic and virtual means.

## STATEMENT OF WORK

The statement of work provides an outline of the regional plan, its components and requirements in accordance with WIOA Section 106. The regional plan is intended to provide a roadmap in the alignment of resources and investments among the Los Angeles Basin Regional Planning Unit (LABRPU).

### **Proposed Components and Regional Plan Submission Outline:**

1. Cover Page
  - a. Name of RPU
  - b. Name of each Local Board in RPU
  - c. Primary contact name, phone number, and email address (if applicable)
  
2. Regional Plan Content
  - a. Analytical Overview of the Region
    - Provide an analysis of current employment and unemployment data.
    - Provide an analysis of the current educational and skill levels of the workforce, the current needs of employers in the region, and any relevant skill gaps between the two.
    - Provide an analysis of industries and occupations with an emerging demand.
  
  - b. Fostering Demand-Driven Skills Attainment
    - Identify the in-demand industry sectors or occupations for the region.
    - Describe how the RPU and regional partners will expand or develop, and then implement sector initiatives for those in-demand industry sectors or occupations.
  
  - c. Enabling Upward Mobility for All Californians
    - Describe how the RPU will prioritize working with employers who provide quality jobs that provide economic security through family-sustaining wages and comprehensive benefits. This should include whether the RPU has, or plans to develop, a formal policy related to job quality.
    - Describe how the RPU and regional partners will work together to identify shared target populations and develop targeted service strategies.
    - Describe how the RPU and regional partners will work with employers and training providers to ensure that historically unserved and underserved communities have equal access to the regional sector pathways, earn and learn opportunities, supportive services, and other approaches identified by the RPU. This should include whether the RPU has, or plans to develop, a formal policy related to equity.
  
  - d. Aligning, Coordinating, and Integrating Programs and Services
    - Describe any regional service strategies, including use of cooperative service delivery agreements or MOU.
    - Describe any regional administrative cost arrangements, including the pooling of funds for administrative costs for the region.

3. Appendices:

- a. Stakeholder and Community Engagement Summary
- b. Public comments received that disagree with the Regional Plan
- c. Signature Page

Final guidance and submission of local and regional plan requirements may be forthcoming. Final plans must be prepared and submitted in accordance to these requirements. Refer to most available Regional and Local Plan Guidance at: [https://edd.ca.gov/siteassets/files/jobs\\_and\\_training/pubs/wsd22-05.pdf](https://edd.ca.gov/siteassets/files/jobs_and_training/pubs/wsd22-05.pdf)

<p>SOUTH BAY WORKFORCE INVESTMENT BOARD (SBWIB)  <b>REQUEST FOR QUOTE COVER PAGE – LABRPU REGIONAL PLAN</b>                  (Must be completed and signed)</p>
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<b>Name of Firm, Entity, Organization</b>	
<b>Contact Name</b>	
<b>Title of Contact Person</b>	
<b>Address</b>	
<b>Phone Number</b>	
<b>E-mail</b>	
<b>Federal Tax ID</b>	
<b>Tax Legal Status</b>	
<b>Date organization Establish</b>	
<b>Is Respondent a small Business, Minority Firm or Women’s business Enterprises Certifying Agency? *</b> <small>* If yes, attachment of certification notice required.</small>	

I affirm that the information within this quote, to the best of my knowledge, is true and accurate. Further, I am duly authorized to submit this quote on behalf of this agency. I also understand that my agency will be responsible for meeting all planning requirements as set forth in this RFQ. I fully affirm and understand that failure to meet these requirements may result in my organization’s quote not being considered.

\_\_\_\_\_  
 Name (Print) \_\_\_\_\_  
 Title

\_\_\_\_\_  
 Organization

\_\_\_\_\_  
 Authorized Signature \_\_\_\_\_  
 Date

**EXECUTIVE SUMMARY - Two (2) page limit**

*Provide an Executive Summary describing the respondent's organization, summary of relevant experience and qualifications to the services solicited.*



**NARRATIVE RESPONSE – Twelve (10) page limit**

*Provide a narrative response that summarizes the following:*

- a. Experience in providing services similar to those outlined in the Scope of Services, to include:
  - Prior experience working within the workforce development industry; include past record of demonstrated performance
  - Prior experience and knowledge of administration and or program activities funded by the Workforce Opportunity and Innovation Act; including the one-stop delivery system, business customer and stakeholders
  - Capacity and technical skills to complete the work and on time
  - Experience and knowledge of the state, federal, and local workforce development system and policies
  - Identify all staff (including other consultants) to be involved in this project, including their credentials. Attach resumes or informative bios of all professional staff involved.
  - Understanding and flexibility to meet schedules and work under time constraints
- b. Prepare a work plan or outline that describes the approach to be taken to complete the project as follows:
  - The work plan and timeline to accomplish the scope of services and development of the Regional Plan
  - Strategy and resources used to collect, analyze and report labor market and economic data for the region that will assist the LABRPU to make informed decisions regarding employer needs, skilled training, and future of emerging industries/occupations
  - Ability to organize, outreach and conduct community engagement forums

**REFERENCES**

*List three professional client references associated to the products or services your firm has previously provided within the past 3-5 years. For each reference, please specify:*

<b>Reference 1</b>	
<b>Name of Firm</b>	
<b>Address of Firm</b>	
<b>Contact Person</b>	
<b>Telephone</b>	
<b>Email</b>	
<b>Type of Business</b>	
<b>Dates of Service(s)</b>	
<b>Type of Service(s)</b>	
<b>Reference 2</b>	
<b>Name of Firm</b>	
<b>Address of Firm</b>	
<b>Contact Person</b>	
<b>Telephone</b>	
<b>Email</b>	
<b>Type of Business</b>	
<b>Dates of Service(s)</b>	
<b>Type of Service(s)</b>	
<b>Reference 3</b>	
<b>Name of Firm</b>	
<b>Address of Firm</b>	
<b>Contact Person</b>	
<b>Telephone</b>	
<b>Email</b>	
<b>Type of Business</b>	
<b>Dates of Service(s)</b>	
<b>Type of Service(s)</b>	

PROJECTED SERVICES BUDGET

Staff Position (List all staff by name or title)	Estimated No. of Hours	Hourly Rate	Total Cost
<b>Total Staff Hours and Cost</b>			\$
<b>Other expenses (itemize):</b>			<b>Amount</b>
<b>Total Other Expenses</b>			\$
<b>Professional Flat Fee</b>			\$
<b>TOTAL BUDGET</b>			\$

**CERTIFICATION REGARDING LOBBYING**  
**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS**  
**AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his/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 and officer or 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, 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
4. This Certification is a materiel 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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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**Signature**

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**Date**

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**Print Name & Title of Authorized Representative**

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**Organization**

**DEBARMENT AND SUSPENSION CERTIFICATION**

Instructions for completing Certification Form

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds (referred to as the "Bidder" throughout) is providing the certification as set out below.
2. The certification in this clause is a material representative 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 and erroneous certification, in addition to other remedies available to the Federal Government, the U.S. Department of Labor (DOL), the State of California, SBWIA, SBWIB, or any of the Operating Cities may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom 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 circumstance.
4. The terms "covered transaction", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "Proposal" and "voluntarily excluded", as used in this section, have the meaning 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.
5. The prospective recipient of State and 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 his covered transaction, unless authorized by the grantor.
6. 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 and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determined the eligibility of its principals. Each participant may but it is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.

**ATTACHMENT G-1 (Cont.)**

- 8. Nothing contained in the forgoing shall be constructed to require establishment of a system of records in order to render in good faith the certification required by this clause.
- 9. The knowledge and information of a participant is not required to exceed which a prudent person in the ordinary course of business dealings normally possesses.
- 10. 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 voluntary excluded from participant in this transaction, in addition to other remedies available, the grantor may peruse available remedies, including suspension and/or debarment.

<hr/>	<hr/>
<b>Signature</b>	<b>Date</b>
 <hr/>	 <hr/>
<b>Print Name &amp; Title of Authorized Representative</b>	<b>Organization</b>

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Section 200.450 and 29 CFR Part 97.35 and 98.510 Participants responsibilities.

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

1. The prospective recipient of federal assistance funds certifies, by submission of this proposal, then neither it or its principal 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 recipient shall attach an explanation to this proposal.

<b>Signature</b>	<b>Date</b>
<b>Print Name &amp; Title of Authorized Representative</b>	<b>Organization</b>

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE ACT REQUIREMENTS**

The undersigned certifies that it will or will not continue to provide a drug-free workplace by:

- (A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (B) Establishing an ongoing drug-free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The subrecipient's policy of maintaining a drug-free workplace;
  - (3) Any available counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (C) Making it a requirement that each employee to be engaged in the performance of any subgrant be given a copy of the statement required by paragraph (A);
- (D) Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the subgrant, the employee will:
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer, in writing, of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- (E) Notifying the South Bay Workforce Investment Board (hereinafter referred to as the SBWIB), in writing, within ten (10) calendar days after receiving notice under paragraph (D)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every sub-grant officer or other designee on whose sub-grant activity the convicted employee was working, unless the SBWIB has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected sub-grant;
- (F) Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (5)(b), with respect to any employee who is so convicted:
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or



(2) Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.

(G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E).

The sub-recipient may insert in the space provided below the site(s) for the performance of work done in connection with the specific sub-grant:

Place of Performance (Street address, city, county, state, zip code)

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Check if there are workplaces on file that are not identified here.

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**Signature**

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**Date**

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**Print Name & Title of Authorized Representative**

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**Organization**

**CERTIFICATION REGARDING COMPLIANCE WITH**  
**THE AMERICANS WITH DISABILITIES ACT**

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

1. The Contractor is in compliance with and will continue to comply with the Americans with Disabilities Act 42U.S.C. 12101 et seq., and its implementing regulations.
2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act.
3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with disability.
4. The Contractor will require that the language of this certification be included in the award documents for all sub awards at the tiers (including subcontractors, subgrants, and contacts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
5. This certification is a material representation of fact which reliance was placed when the parties entered into his/her transaction.

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**Signature**

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**Date**

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**Print Name & Title of Authorized Representative**

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**Organization**

**NON-DISCRIMINATION ASSURANCE**

During the performance of this agreement, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex. The Contractor will take affirmative action to assure that applicants are employed, and that employees are treated during their employment, without regard to their race, religions creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex. Such affirmative action shall be designed to insure against discrimination in 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 or any other change or proposed change in employment conditions.
2. The Contractor will cause the forgoing to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the forgoing provisions shall not apply to contracts or subcontractors for standards commercial supplies or raw materials.

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**Signature**

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**Date**

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**Print Name & Title of Authorized Representative**

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**Organization**

**SOUTH BAY WORKFORCE INVESTMENT BOARD**  
**CODE OF CONDUCT AND CONFLICT OF INTEREST POLICY**

**PURPOSE**

The South Bay Workforce Investment Board (SBWIB) and South Bay Workforce Investment Board, Inc. (SBWIB, Inc.) are committed to maintaining the highest of standards of ethical conduct and to guard against problems arising from real, perceived, or potential conflict of interest. All SBWIB members, SBWIB, Inc. employees, South Bay One-Stop Business & Career Centers, youth programs, contractors, and partners at all levels of participation in the One-Stop System funded by the Workforce Innovation and Opportunity Act (WIOA) are expected to read, understand and apply this policy to ensure system integrity and effective oversight of the One-Stop System.

**BACKGROUND**

Grantees, subrecipients and contractors funded under WIOA must implement codes of conduct and conflict of interest policies and procedures as specified in WIOA; corresponding federal and state regulations and guidance publications; relevant Office of Management and Budget (OMB) circulars; and state conflict of interest policies.

A conflict of interest policy is required to ensure that individuals or representatives of organizations entrusted with public funds will not personally or professionally benefit from the award, administration, or expenditure of such funds.

The SBWIB recognizes that by its very composition, conflicts of interest and issues concerning the appearance of fairness may arise. Therefore, it is essential for SBWIB members, SBWIB, Inc. employees, South Bay One-Stop Business & Career Centers, youth programs, contractors, and partners to be sensitive and error on the side of caution when potential or real conflict or fairness issues occur. To accomplish these purposes, the SBWIB establishes the following definitions, actions, and guidelines.

**EFFECTIVE DATE**

The Directive is effective immediately.

**REFERENCES**

- Public Law 113-128 Section 101(f) - State Board Conflict of Interest
- Public Law 113-128 Section 102(b)(2)(E) - State Plan Conflict of Interest Assurance
- Public Law 113-128 Section 107(h) - Local Board Conflict of Interest
- Public Law 113-128 Section 121(d)(4) - One-Stop Operators
- 20 CFR 679.130(f)(1) through (3) - Criteria to certify One Stops

- 20 CFR 679.410(a)(3) and (c) - Local board must avoid inherent conflict of interest
- 20 CFR 679.430 - Entities performing multiple functions
- 20 CFR 683.200(c)(5) - Administrative Rules, Costs, Limitations – Title I WIOA and Wagner-Peyser
- 29 CFR 97.36(3) Procurement
- 2 CFR Part 200.112, 200.318 and Part 2900 - Office of Management and Budget Uniform Guidance on administrative, cost, and audit provisions for federal grants

**DEFINITIONS:**

**Conflict of Interest** - Conflict between the official responsibilities and the private interests of a person or entity that is in a position of trust. A conflict of interest would arise when an individual or organization has a financial or other interest in or participates in the selection or award of funding for an organization. Financial or other interest can be established either through ownership or employment.

**Immediate Family** - Immediate Family consists of the individuals’ parents (including step-parents), spouse, domestic partner, children (including step-children), siblings, grandchildren, grandparents, and any relative by marriage (an “in-law”).

**Individual** - (1) an individual; i.e., officer, or agent, or (2) any member of the individual’s immediate family (spouse, partner, child, or sibling), or (3) the individual’s business partner.

**Organization** - A for-profit or not-for-profit entity that employs, or has offered a job to, an individual defined above. An entity can be a partnership, association, trust, estate, joint stock company, insurance company, or corporation, whether domestic or foreign, or a sole proprietor.

**CODE OF CONDUCT POLICY**

During the performance of duties, your actions are a reflection upon the SBWIB and SBWIB, Inc. as well as a reflection upon you. It is extremely important that all SBWIB and committee members, SBWIB, Inc. employees, South Bay One-Stop Business & Career Centers, youth programs, contractors, and partners act in a courteous, friendly, helpful and prompt manner in dealing with the public, customers and officials.

**Ethical Principles:**

*Compliance with the Law:* It is the SBWIB’s policy that all SBWIB members, SBWIB, Inc. employees, South Bay One-Stop Business & Career Centers, youth programs, contractors, and partners be knowledgeable of and comply with all applicable laws and regulations of the United States and the State of California in a manner that will reflect a high standard of ethics. Compliance does not comprise one’s entire ethical code of conduct or responsibility; rather it is a minimum, and an essential condition for adherence to mission and duties.

*Professional Standards:* It is the SBWIB's policy that its representatives be knowledgeable of emerging issues and professional standards in the field and to conduct themselves with professional competence, fairness, efficiency and effectiveness.

**Guidelines:**

Areas of concern are those actions or lack of actions which may lead to conflict of interest or the appearance of conflict of interest or to a perception of unfairness related to SBWIB business inside or outside board and committee meetings. Specific areas which may pose problems include but are not limited to, comments made in public, information sharing, and disclosure of associations.

*Comments Made in Public:* SBWIB and committee members are encouraged to act in a public relations capacity for the SBWIB. This includes public speaking engagements and comments in a public forum. Because there is public interest in SBWIB actions, members should differentiate between descriptive comments, which relate to actions already taken by the board, and statements, which imply future SBWIB decision-making, or the ability to influence decision-making.

*Information Sharing:* SBWIB and committee members are encouraged to share information with the community about SBWIB activities. To the extent possible, access to information regarding board activities and procurement of services should be available at the same time and under the same circumstances to all parties. Such information includes the Strategic Plan, request for proposals, notices of meetings, meeting minutes, and policies.

*Disclosure of Associations:* SBWIB and committee members have professional and personal associations throughout the community. Associations include those which pertain to memberships in organizations or contractual agreements between partners, stakeholders, or employers and employees, as well as associations which arise out of custom, shared interests, friendships, or other relationships.

Such associations have been and will continue to be of significant benefit to the SBWIB. Where a direct or indirect financial conflict of interest exists, an SBWIB or committee member may not vote or serve on a rating team. When associations raise appearance of fairness as an issue, SBWIB and committee members should qualify statements in public by disclosing the association and minutes of the meeting should reflect the disclosure.

Whenever a SBWIB representative is in doubt about possible problems with appearance of fairness, they should disclose the association.

**CONFLICT OF INTEREST POLICY**

1. Each grant recipient and subrecipient must maintain a written code of standards or conduct governing the performance of persons engaged in the award and administration of WIOA contracts and sub-grants. This policy can be adopted if none exists with a written acknowledgement to be maintained on record.
2. No individual in a decision-making capacity shall engage in any activity if a conflict of interest (real, implied, apparent, or potential) is involved. This includes decisions involving the selection, award, or administration of a sub grant or contract supported by Workforce Innovation and Opportunity Act (WIOA) or any other federal funds.
3. Before any public discussions regarding the release of a Request for Proposal, or any matter regarding the release of funding or the provision of services, an SBWIB member or SBWIB committee member must disclose any real, implied, apparent, or potential conflicts of interest before engaging in the discussion. The minutes of the meeting should reflect the disclosure.
4. An SBWIB member or a member of a SBWIB committee cannot cast a vote or participate in any decision-making about providing services by such member (or by any organization that member directly represents) or on any matter that would provide any direct financial benefit to the member, immediate family or to the member's organization.
5. SBWIB members or a member of a SBWIB committee or agents of the agencies making awards cannot solicit or accept gratuities, favors, or anything of monetary value from awardees, potential awardees, or other parties to agreements. However, the SBWIB allows for situations where the gift is an unsolicited item of nominal value worth \$50.00 or less.
6. Disciplinary actions may be taken up to and including termination of board membership for violation of this policy by any individual. The SBWIB Coordinating Committee may evaluate any violations of these provisions on a case-by-case basis and recommend to the Executive Committee, if and what penalties, sanctions or other disciplinary action are appropriate.
7. Individuals shall not use for their personal gain, for the gain of others, or for other than officially designated purposes, any information obtained as a result of their committee, board or working relationships with the SBWIB where that information is not available to the public at large, or divulge such information in advance of the time decided by the SBWIB for its release.
8. One Stop Operators must disclose any potential conflicts of interest arising from relationships with training providers and other service providers. (WIOA Section 121 (d)(4))
9. Any organization that has been selected or otherwise designated to perform more than one function related to WIOA must develop a written plan that clarifies how the organization will carry out its multiple responsibilities while demonstrating compliance with WIOA, corresponding regulations, relevant Office of Management and Budget circulars, and this conflict of interest policy. This plan must limit conflict of interest or the appearance of conflict of interest, minimize fiscal risk, and develop appropriate firewalls within that single entity performing multiple functions. The plan must be agreed to by both the SBWIB and the Executive Committee. (20 CFR 430)
10. Membership on the SBWIB, or being a recipient of WIOA funds to provide training or other services, is not itself a violation of conflict of interest provisions of WIOA or corresponding regulations.

**DISCLOSURE OF CONFLICT(S) OF INTEREST**

I, \_\_\_\_\_, a member of the SBWIB Workforce Investment Board, SBWIB, Inc. staff member or Contractor, hereby disclose the following conflict(s) of interest with another position that I hold outside of the SBWIB.

**Check All That Apply**

- \_\_\_\_\_  I have no conflicts to disclose.
- \_\_\_\_\_  I represent a private sector employer that has current business/contractual dealings with the SBWIB, or one or more of the One Stop Operators, Partners, or other WIOA funded Service Providers/Contractors.
- \_\_\_\_\_  I have an immediate family member(s) who is employed by a current or potential WIOA funded Service Provider/Contractor or by another organization that provides services directly to the SBWIB.
- \_\_\_\_\_  I represent a WIOA funded Service Provider/Contractor.
- \_\_\_\_\_  I represent a One Stop Operator.
- \_\_\_\_\_  I represent An AJCC Partner.
- \_\_\_\_\_  Other: (please describe the nature of the conflict)

For the reasons stated above, I promise and attest that I will hereby declare, before a vote or discussion on the matter, the nature and extent of the conflict. I will hereby voluntarily withhold from participating in any discussions pertaining to this matter and abstain from voting on the subject. I further understand that this shall not prohibit me from responding to any direct questions on the matter from other members.

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_