

LANE WORKFORCE PARTNERSHIP

300 Country Club Road - Suite 120
Eugene, Oregon 97401

May 8, 2009

REQUEST FOR PROPOSAL for PROFESSIONAL SERVICES

Formal written proposals will be accepted by the Lane Workforce Partnership which upon evaluation and analysis may result in a one year Professional Services Contract for Audit and Related Services. Upon successful performance within the first year, the contract may be extended annually for up to four years.

Proposals are Due May 22, 2009 at 5:00 P.M.

All prospective Offerors are notified that a condition of selection will be the execution of a specific and thorough contract issued by Lane Workforce Partnership. No agreement shall exist between Lane Workforce Partnership and any prospective Offeror until such a contract is formally executed by Lane Workforce Partnership. The contents of the proposal of the successful Offeror, along with this request for proposal with all enclosures, will become the basis for the contractual obligations to be contained in the contract awarded as a result of this bid invitation.

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REQUEST FOR PROPOSAL - AUDIT SERVICES

May 8, 2009

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May 8, 2009

LANE WORKFORCE PARTNERSHIP
300 County Club Road, Suite 120
Eugene, Oregon 97401

REQUEST FOR PROPOSAL (RFP)

for

AUDITING SERVICES

1. INTRODUCTION

The purpose of this Request for Proposal (RFP) is to obtain the services of a public accounting firm whose principal officers are independent certified public accountants, certified or licensed by the State of Oregon, hereinafter referred to as the "Offeror," to perform the auditing and compliance services listed below on behalf of the Lane Workforce Partnership, hereinafter referred to as the "LWP".

- A. An audit of the accounts and fiscal affairs of LWP for the period July 1, 2008 through June 30, 2009, to be conducted in accordance with the State of Oregon Minimum Requirements for Audits of Oregon Municipal Corporations (ORS Chapter 297.405, et seq).
- B. A financial and compliance audit of funds received from the State of Oregon under the federal Workforce Investment Act (Public Law 105-220), hereinafter referred to as the WIA, covering the period July 1, 2008 through June 30, 2009, in accordance with OMB (Office of Management and Budget) Circular A-133, including Guides.

2. AGENCY BACKGROUND

Lane Workforce Partnership is an ORS 190 organization formed by intergovernmental agreement between Lane County and the cities of Eugene and Springfield to administer and operate employment and training programs in these respective areas. LWP is a designated Local Workforce Investment Board Area (LWIB) for the operation of programs funded by the Workforce Investment Act (WIA), and receives funds from the State of Oregon for this purpose. LWP is also the designated as a Local Workforce Investment Board and Administrative Entity for purposes defined under Public Law 105-220.

The Board of Director's of Lane Workforce Partnership is comprised of a 39 member Local Workforce Investment Board (LWIB) which retains full fiduciary responsibility regarding program design and development, including operations as required under the WIA. The Board exercises it's operational responsibilities by delegation to an Executive Committee which oversees: 1) budget adoption, 2) contract award and 3) audit review. Additional oversight is provided by a **Finance and Audit Committee**. The respective responsibilities of the entities are described in a written bilateral partnership agreement..

3. AUDIT SERVICES DESCRIPTION

A. **Auditing.** Lane Workforce Partnership is soliciting proposals from licensed independent municipal auditors for the purpose of performing a municipal audit in accordance with the State of Oregon Minimum Standards for Audit of Municipal Corporations, as prescribed by Oregon law, and a financial and compliance audit of the funds received from the State of Oregon for WIA purposes for the period July 1, 2008 through June 30, 2009, to be audited in accordance with OMB Circular A-133. The audit will be performed in accordance with "generally accepted audit standards." "Generally accepted audit standards" means audit standards issued by the U.S. General Accounting Office entitled, "Standards for Audit of Governmental Organizations, Programs, Activities and Functions," which incorporates the audit standards established by the American Institute of Certified Public Accountants.

B. Major program areas are:

- o Financial & Cash Management System
- o Client Supportive Services System
- o Fixed Assets Management System
- o Procurement and Contracting System
- o Classroom Training System
- o Subrecipient Contracted Projects System

4. AUDIT CONTRACT PERIOD

The following audit period applies to work to be performed under this request for proposal:

- **Oregon Municipal Audit** for the period beginning July 1, 2008 through June 30, 2009;
- **WIA financial and compliance audit** for the period July 1, 2008 through June 30, 2009;

5. AUDIT REPORT

A single audit report incorporating the Oregon Municipal audit and the WIA financial and compliance audit shall be submitted to the designated agencies in accordance with Section 10 of this Request for Proposal.

6. SYSTEMS MAINTENANCE/LOCATION OF RECORDS

The Lane Workforce Partnership records all of its own accounting functions. This includes Staff payroll and Accounts Payable. All financial and contractual records necessary to support the audit work are retained at the LWP central administrative offices in Eugene, Oregon.

Under State of Oregon, Department of Community Colleges and Workforce Development (CCWD), Registration of all clients is managed through a State-wide electronic system. This State of Oregon administered system is mandated to be paperless at the local level. There is no registration records, participant files, certification records and all other records pertaining to clients stored or maintained by Lane Workforce Partnership.

7. AUDITOR'S RESPONSIBILITIES

The Offeror agrees that the services performed under contract shall be rendered by them under their personal supervision, and that the work will be faithfully performed with due care and diligence. The Offeror agrees to have a certified public accountant direct the audit team and actively participate at the audit sites. The auditor in charge of the audit must have at least two years certified public accounting experience.

The Offeror agrees to assign audit team members and an audit team supervisor that have direct experience or training in auditing public sector employment and training programs. The Offeror must notify LWP in writing within 15 calendar days following execution of the contract of the names and qualifications of the audit staff members to be assigned to this audit, if those staff members named in the proposal are different than those who will actually perform the auditing work. Additionally, following contract execution, any substitution or replacement of the audit team members must be approved by Lane Workforce Partnership.

The Offeror shall be responsible for the following functions in addition to any other requirements stated in this Request for Proposal:

- A. Become familiar with all applicable regulations and general government regulations prior to implementation of any audit activities.
- B. Develop and submit to LWP, within 10 calendar days after contract execution, a written time schedule outlining the calendar of major audit procedures required for the completion of the financial and compliance audit and the Municipal Audit of the Lane Workforce Partnership.
- C. Develop and submit to LWP a list of their specific audit schedules which the Offeror requests LWP to prepare with a time frame of when these schedules are due to the Offeror.

- D. If necessary, file for an extension of the audit report submission date to the State of Oregon, Secretary of State, prior to December 15, 2009 in the event that the Municipal Audit Report is not submitted in accordance with the date requirements of Oregon Laws.
- E. Coordinate performance of these audit services through LWP's Manager Administrative Services, who has been appointed as the lead staff person for audit purposes.
- F. The Offeror will audit using samples drawn in accordance with OMB Circular A-133. The selection of this sample will be based on a universe that in the Offeror's opinion is selected within Generally Accepted Accounting Principles, and coordinated with the Manager Administrative Services. All Lane Workforce Partnership funds will be audited based on their level of actual expenditures.
- G. Meet with the LWP Manager Administrative Services on at least a weekly basis to discuss ongoing progress of the audit and to identify any areas that need clarification. A brief written summary may be required for areas of significant concern. It is expected that the Offeror will work closely with the staff of LWP to ensure that the final reports reflect an accurate opinion, free of misunderstanding, distortion, or possible misinterpreted regulatory issues.
- H. Provide all clerical, secretarial and copying services during the conduct of this contract.
- I. Bear the cost of all telephone toll charges for calls made from LWP telephones that are not directly related to the audit.
- J. Test receipts, expenditures, and internal controls as prescribed in the State of Oregon Municipal Audit Guidelines, in OMB A-133, and Oregon Department of Community Colleges & Workforce Development - Workforce Investment Act (WIA) Policies.
- K. Notify Lane Workforce Partnership immediately if any documents or materials which would be material in terms of possible questioned or disallowed costs are not available to the auditor. This notification must be accomplished by the immediate submittal to LWP of a "Notification of Insufficient Documentation" form, a copy of which is attached (Enclosure V). No draft or final audit reports will be accepted which contain citations of missing or incomplete documentation unless this form has been completed and submitted to LWP. LWP shall have ten (10) working days to respond to this request for documentation.
- L. Notify Lane Workforce Partnership, the United States Department of Labor and Oregon Department of Community Colleges & Workforce Development (CCWD) if any evidence of possible fraud is determined.

Such notification shall be in accordance with United States Department of Labor requirements for the reporting of fraud and abuse and will be processed in accordance with State of Oregon policies or instructions.

- M. Produce the specified audit reports for the Lane Workforce Partnership which conform to the requirements in OMB A-133 for the WIA audit, and as prescribed by the State of Oregon for municipal audit reports. In particular, audit reports must have the following detail:
 - (1) Clearly report any audit findings in detail necessary to fully explain the nature of the deficiency, what (in the auditor's opinion) caused the problem, and what legislative or Lane Workforce Partnership regulation or policy was potentially violated. Also, the auditor must provide a clear, concise recommendation as to the changes needed to correct the deficiency.
 - (2) Perform the necessary work to provide an opinion on internal accounting and administrative controls as related to all LWP programs.
- N. Provide Lane Workforce Partnership with a letter to management indicating the observed inadequacies of internal control and recommendations as to correction of such items as well as suggestions for improving the efficiency and effectiveness of LWP's operations.
- O. Hold entrance and exit conferences with Lane Workforce Partnership staff and Board members. The exit conference will be held before the final audit report is issued. Lane Workforce Partnership reserves the right to include a legal representative.
- P. Be available to provide testimony in the event Lane Workforce Partnership or a subrecipient choose to appeal any final audit findings. In the event such testimony is required, arrangements will be made beyond the scope of the contract to reimburse the Offeror at a reasonable rate for the professional time consumed and other related actual costs.

8. LANE WORKFORCE PARTNERSHIP RESPONSIBILITIES

Lane Workforce Partnership will be responsible for the following functions in addition to any other requirements stated in this request for proposal:

- A. Assure that all required records are available for the Offeror's use within the agreed upon time schedule developed by the Offeror for completion of the auditing.
- B. Prepare all audit schedules and financial statements as agreed upon and requested by the Offeror in a timely manner.

- C. Provide telephone services for audit related calls.
- D. Make available a copy machine for copying documents relevant to this contract.
- E. Maintain liaison with the State of Oregon and Lane County Financial Services to insure the integrity of the audit process.
- F. Provide adequate work space for the monitor or audit team.
- G. Notify applicable subcontractors or other program operators of audit schedules, and provide any necessary liaison with subcontractors.

9. ADDITIONAL WORK

Auditors shall be available, at no additional cost to the contract, to answer any questions pertaining to any phase of the **audit**, or to the audit work papers, as determined by Lane Workforce Partnership, the State of Oregon or the U.S. Department of Labor, for resolution of audit findings, appeal, or litigation filed pursuant to final audit acceptance, throughout the audit resolution process until final acceptance of the audit by the Oregon Department of Community Colleges & Workforce Development (CCWD), the Oregon Secretary of State or the U.S. Department of Labor.

10. AWARD AND DELIVERY SCHEDULE/INSTRUCTIONS

The audit contract award will be made by the Lane Workforce Partnership on or about June 30, 2009. The State of Oregon requires that Lane Workforce Partnership grants be closed by September 15th. Lane Workforce Partnership requires another 30 days to complete closure of the General Ledger and complete any required schedules. However, any audit work, such as internal control review, can be accomplished at any time after the award date.

The Oregon municipal audit and WIA compliance audit must be completed and the audit report submitted to Lane Workforce Partnership in draft form at least 15 calendar days prior to the exit conference with LWP, which shall be held no later than December 15th. The draft report will not be transmitted to any agency other than LWP without the express written consent of Lane Workforce Partnership.

Lane Workforce Partnership shall be given 10 calendar days after the exit conference to respond to the draft audit report before the final report is issued. The final audit reports shall include the comments and responses of Lane Workforce Partnership.

The final audit report for the Oregon municipal audit and WIA financial and compliance audit must be submitted no later than December 31. At that time, five (5) copies of the final audit report shall be submitted to Lane Workforce

Partnership Executive Director; three (3) copies of the report shall be submitted to the State of Oregon (address below):

State of Oregon
WIA Administration
Oregon Department of Community Colleges &
Workforce Development
255 Capitol St., NE - Suite 399
Salem, Oregon 97310-1600

AND two (2) copies shall be submitted to:

State of Oregon
Secretary of State
Division of Audits
Labor and Industries Building
Salem, Oregon 97310

If requested, the Offeror will be required to forward copies of all work papers to Lane Workforce Partnership and/or State of Oregon auditors for review.

The audit report may be submitted earlier than the above schedules, however, if the Offeror fails to make delivery of the audit report within the time schedules specified herein, or if the Offeror delivers an audit report which does not conform to all provisions of the contract, LWP may, by written notice of default to the Offeror, terminate the whole or any part of the contract. Under certain extenuating circumstances, and with sufficient justification, LWP may extend this schedule upon written request of the Offeror.

11. PRICE AND PAYMENT CONDITIONS

- A. **Auditing.** In consideration for performance under the terms and conditions of this request for proposal and including all expenses for labor, communication, travel and miscellaneous costs, the Offeror shall provide the audit services herein described for the following amount:

\$ _____ (Flat fee for the total audit)

In addition, the Offeror charges an hourly rate of \$ _____ for additional auditing or accounting work requested by LWP.

- B. In the conduct of the **audit**, the Offeror will be paid in three (3) payments as follows:
1. The first payment to the Offeror will be made after 30% of the total audit work is completed as agreed upon by both the Offeror and LWP. This payment will be based on 30% of the contract amount.

2. The second payment to the Offeror will be made after 60% of the total audit work is completed, as agreed upon by both the Offeror and LWP. This payment will be based on 30% of the contract amount.
3. After submission of the audit to LWP and to the State of Oregon, Department of Community Colleges & Workforce Development (CCWD), and the State of Oregon Secretary of State, a final payment will be made to the Offeror of the final 40% of the total contract amount. (This payment shall not exceed the aggregate of the maximum amount of the contract established for the conduct of the audit activities.)

Any payment of funds by LWP shall not be construed as evidence of acceptance of the final audit to be performed under this contract. Should LWP, or the State of Oregon reject any of these audit reports, the Manager Administrative Services of LWP will notify the Offeror in writing of such rejection, giving the reason(s) therefor. The Offeror recognizes its responsibility to correct any deficiencies noted to LWP or the State of Oregon at no additional fee to LWP, and to perform the necessary revisions to make the report acceptable at the Offeror's expense.

In the event the Offeror fails, for whatever reason, to provide the draft or final audit report specified in the contract to the parties identified herein, and on the date(s) specified, LWP may deduct an amount not to exceed one percent (1%) of the total contract amount due the Offeror under the contract for each day the Offeror is in default.

12. PROPOSAL INSTRUCTIONS

- A. All proposals shall be submitted to LWP and contain the following items:
 - (1) Information as to the Offeror's background and experience in auditing employment and training funded programs; programs financed by the federal government; state, county and local government activities and; non-profit organizations. Experience in conducting municipal audits should be described. Offerors must provide a list of organizations for whom similar audits have been performed. A contact person should be named for each organization along with an address and phone number in order that LWP can contact the organization to secure further information regarding their satisfaction with the work performed.
 - (2) Information as to the size and organizational structure of the Offeror's firm. Include here an assurance that the firm has the capacity to perform municipal audits.

- (3) Resumes indicating names and qualifications of staff members to be assigned to these audits indicating, at a minimum, their position in the firm; total years and types of experience. A description of the audit team makeup and the contemplated overall supervision of the audits specified in Section 3 above. If the Offeror anticipates assigning auditors to this audit engagement other than those indicated in the proposal then the Offeror should explain how substitutions will be made. This explanation should also address how the Offeror will guarantee the required experience necessary for these auditors to do compliance and financial auditing, and list all training taken by the team, specifically under the Workforce Investment Act (WIA) programs.

If the Offeror substitutes audit staff for those listed in this proposal response without the expressed consent of the LWP, any subsequent contractual arrangement may be terminated by Lane Workforce Partnership without notice and with cause.

- (4) A statement of the Offeror's understanding of the **audit** work to be performed, including:
- (a) Identification of each task to be accomplished to test the accounts, fiscal affairs and management functions as required for the audits listed in 12.A.,(1) and (2) above;
 - (b) Time estimates to perform the tasks listed above with a time schedule for each of the audit types required, as listed in Section 3 above.
- (5) Price of the total audit. Price should be expressed as a flat, fixed fee for the total audit. In addition, the Offeror should indicate an estimate of the hourly rate for other auditing or accounting work which may be requested by LWP.

- B. Proposals submitted to LWP shall contain five (5) copies of the above technical proposal, one (1) copy of the Certifications (Enclosure II) with blanks filled in, and one copy of this RFP with the cost figures on Page 8 filled in.

The Offeror must provide an affirmative assurance, in its proposal, that it will comply with the Federal Equal Opportunity Regulations.

- C. Proposal must be received no later than 5:00 P.M. local time, May 22, 2009, in the offices of Lane Workforce Partnership, 300 Country Club Road - Suite 120, Eugene, Oregon 97401, Attention: Audit Proposal.

13. PROPOSAL EVALUATION AND AWARD

Each proposal will be independently evaluated by two or more qualified individuals designated by the Executive Director of Lane Workforce Partnership. Based upon this evaluation a formal recommendation will be made to the members of the Finance & Audit Committee of the Lane Workforce Partnership Board of Directors. The Offerors may, at the discretion of the Finance and Audit Committee be interviewed by the Committee individually. Offerors will be notified of the time and place for such interviews. The Offeror with the highest score, providing that score meets at least the minimum requirements of this RFP, may be offered a contract, subject to satisfactory negotiation of the contract by Lane Workforce Partnership and the Offeror. Should that Offeror be unable to accept the contract, the Offeror with the next highest score may be offered the contract, subject to satisfactory negotiation, or the bidding process may be reopened, depending on the decision of the evaluation team and the LWP Finance & Audit Committee.

The right is reserved by Lane Workforce Partnership to reject any or all bids, to postpone award, to waive formalities, or to accept the proposal that appears to be most advantageous to Lane Workforce Partnership.

In addition, the right is reserved by Lane Workforce Partnership to waive specific terms and conditions in this request for proposal. Any such waiver shall be uniformly applied to all applicant Offerors. It shall be understood by the Offeror that any proposal is predicated upon the acceptance of all terms and conditions in this RFP. Any waivers to these provisions must be obtained in writing from LWP prior to submission of the proposal. The recipient of this audit award may be offered an extension of the contract to perform audit services for up to **four (4) additional** years following contract award.

All prospective Offerors are notified that a condition of selection will be the execution of a specific and thorough contract issued by Lane Workforce Partnership. No agreement shall exist between Lane Workforce Partnership and any prospective Offeror until such a contract is formally executed by Lane Workforce Partnership. The contents of the proposal of the successful Offeror, along with this request for proposal with all enclosures, will become the basis for the contractual obligations to be contained in the contract awarded as a result of this bid invitation.

14. PROPOSAL CONFERENCE

Should LWP receive inquiries from interested Offerors to clarify or interpret provisions of this request for proposal, a proposal conference may be scheduled. In that event, prospective Offerors who have been sent this RFP will be notified of the date and time of the conference. General information regarding this proposal can be obtained as outlined in Section 15, Questions.

15. QUESTIONS

Any questions, technical or otherwise, concerning this request for proposal should be addressed to Administrative Services, at the address shown in 12.C above. Telephone inquiries may be made by calling (541) 682-7232. A response letter is not to be construed as a contract or commitment of any kind.

16. ADDENDA

In the event it becomes necessary to revise any part of this RFP, Addenda will be provided to all prospective Offerors who receive the initial RFP.

17. RESTRICTIONS AGAINST DISCLOSURE

The Offeror agrees to keep the information related to all LWP grants, operations and subrecipients in strict confidence. Other than the reports submitted to Lane Workforce Partnership, the U.S. Department of Labor, and the State of Oregon, the Offeror agrees not to publish, reproduce or otherwise disclose such information in whole or in part, in any manner or form or authorize or permit others to do so. The Offeror agrees to take such reasonable measures as are necessary to restrict access to the information, while in Offeror's possession, to those employees on staff and the Lane Workforce Partnership's staff who must have the information on a "need-to-know" basis. The Offeror further agrees to immediately notify, in writing, the Lane Workforce Partnership Executive Director in the event Offeror determines or has reason to suspect a breach of this requirement.

18. EXTRANEOUS ACTIVITIES

It is understood that the Offeror's personnel will not be required to engage in any criminal investigative activities and, to the degree that the Offeror's personnel are required to give advice, testimony or engage in any other activity not within the strict purview of rendering, confirming or justifying an audit report, arrangements shall be made beyond the scope of the contract to reimburse the Offeror for the professional time consumed and other related costs.

Enclosure I: Certifications
Enclosure II: Equal Opportunity Regulations
Enclosure III: OMB Circular A-133
Enclosure IV: Notification of Insufficient Documentation

May 8, 2009

CERTIFICATIONS

Any subsequent contract which the offeror may be required to enter into will contain the following provisions as certification and assurances:

Compliance with Applicable Law.

Notwithstanding any other provision of this contract, subcontractor will comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this subcontract. Without limiting the generality of the foregoing, subcontractor expressly agrees to comply with: (i) Title IV of the Civil Rights Act of 1964; (ii) section V of the Rehabilitation Act of 1973' (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

Subcontractor's performance under this contract is conditioned upon compliance with the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein. Subcontractor will ensure that the language "equal opportunity employer/program" and auxiliary aids and services are available upon request to individuals with disabilities" in English **and Spanish** appear on each work product. Subcontractor will ensure that it does not discriminate on the basis of any of the protections covered by the Workforce Investment Act and described at 29 CFR part 37.

Additionally the following special terms apply to this contract promulgated by the funding source and cited Federal Code:

- a. 20 CFR 667.200(g) *Nepotism*. No individual may be placed in a WIA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.
- b. 20 CFR 667.260 *Construction, purchase and renovation of real property*: Notwithstanding the exceptions listed in subsection 260 (b-d), WIA title I funds provided under this contract must not be spent for construction or purchase of facilities without prior approval from the agency.
- c. 20 CFR 667.264 *Prohibited activities*: WIA title I funds must not be spent on: (1) The wages of incumbent employees during their participation in economic development activities provided through a Statewide workforce investment system, (WIA sec. 181(b)(1).); (2) Public service employment, except to provide disaster relief employment, as specifically authorized in section 173(d) of WIA, (WIA sec. 195(10)); (3) Expenses prohibited under any other Federal, State or local law or regulation. WIA funds must not be used for foreign travel. (WIA sec. 181(e).)
- d. 20 CFR 667.266 *Limitations on sectarian activities*: WIA title I financial assistance may not be spent on the employment or training of participants in sectarian activities.
- e. 20 CFR 667.268 *Business relocation service prohibitions*: (1) WIA funds may not be used or proposed to be used for: the encouragement or inducement of a business, or part of a business, to relocate from any location in the United States, if the relocation results in any employee losing his or her job at the original location; (2) no customized training, skill training, or on-the-job training or company specific assessments of job applicants or employees of a business or a part of a business that has relocated from any location in the United States, may be provided until the company has operated at that location for 120 days, if the relocation has resulted in any employee losing his or her jobs at the original location

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

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

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name And Title of Authorized Representative

Signature

Date

(Instructions on following page)

Instructions for Debarment Certification

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

system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

**Certification Regarding Lobbying
Lower Tier Covered Transactions**

This certification is required by the regulations implementing The Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 90, Section 319 of which amended Title 31, United States Code by adding a new section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions." The regulations were published as Part III of the February 26, 1990 Federal Register (pages 6736-6756).

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 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 the Federal grant, contract, loan, or cooperative agreement funding this contract, 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 to 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.

Name and Title of Authorized Representative

Signature

EQUAL OPPORTUNITY REGULATIONS

Equal Opportunity Regulations can be downloaded over the internet from this URL:

<http://www.eeoc.gov/policy/>

OMB Circular (OMB) A-133

Office of Management and Budget Circular (OMB) A-133 can be downloaded over the internet from this URL:

<http://www.whitehouse.gov/omb/circulars/index.html>

ENCLOSURE V

**LANE WORKFORCE PARTNERSHIP
300 County Club Road - Suite 120
Eugene, Oregon 97401**

NOTIFICATION OF INSUFFICIENT DOCUMENTATION

TO: Designated Auditee Contact Person:

PROGRAM ACTIVITY: _____ CONTRACT NO: _____

Our auditor(s) have not been able to locate sufficient documentation to verify and/or support

[List Item]

Please provide the auditor(s) with whatever information or material is available which has a bearing on or is in support of the issues above.

Unless satisfactory documentation can be shown to the auditor(s) on site by _____, 2009, A QUESTION MAY BE RAISED IN REGARDING TO THIS ISSUE IN YOUR AUDIT REPORT AND ATTENDANT COSTS MAY BE QUESTIONED.

REMARKS:

Signature of Auditor-in-Charge

Signature of Official of Auditee
Organization Receiving this Notification

Name of Audit Organization

Date

Date Received