



Request for Proposals



Community Listening & Learning Sessions for
the Black PEARL Model for Systemic
Integration of Community-Based Maternal
Support Services

April 7, 2025

I. GENERAL INFORMATION

A. Description of First 5 Orange County, Children and Families Commission

The Children and Families Commission of Orange County (hereafter referred to as First 5 Orange County) is a public agency with a legal mandate to promote, support, and improve the early development of children from the prenatal stage to five years of age in Orange County. The agency was established as a result of the voter-approved California Children and Families Act of 1998 (Health and Safety Code Section 130100-130155).

Since its inception more than 20 years ago, First 5 Orange County (First 5 OC) has become a leading convener and collaborator, valued capacity builder, and influential funder. In these roles, we place particular emphasis on addressing equity issues that affect the health, well-being, and early learning for our county's youngest residents. We want children of every culture, background, and circumstance to thrive.

First 5 OC's [2021 – 2026 Strategic Plan](#) articulates our vision that *all* children, prenatal to age five, in Orange County reach their full potential from their earliest moments. To realize this vision, we collaborate with other county public agencies, community residents and organizations, and philanthropic partners, who share this vision for young children and are committed to working together to maximize resources and achieve the greatest possible impact.

B. Background

In 2024, First 5 OC became the primary community partner to the University of California, Irvine (UCI) School of Medicine in the implementation of the Black PEARL Model for Integrating Community-Based Maternal Support Services (hereafter referred to as Black PEARL). The model is rooted in the symbolism that black pearls represent across various cultures, signifying wisdom, knowledge, transformation, and resilience. Black PEARL was created in partnership with team members from the UCI Health Your CARE Matters initiative, community stakeholders, and First 5 OC and is funded by Department of Health and Human Services (DHHS) Office of Minority Health (OMH) Healthy Families Community-Based Perinatal Health Initiative (COPHI).

Black PEARL is designed to integrate community-based maternal support services (COMSS) into perinatal systems of care to improve birth outcomes in Orange County. Target populations include Black, Native Hawaiian, Pacific Islander, American Indian and Alaska Native pregnant and postpartum families. These communities experience disproportionately high rates of maternal and infant mortality, low birth weight and pre-term births. They are also more likely to undergo unnecessary cesarean deliveries, which place them at greater risk of birth-related complications.

There are several efforts underway that seek to address adverse maternal and infant health outcomes. First 5 OC, OC Health Care Agency, and BreastfeedLA are in the early stages of implementing the Black Infant Health Program. First 5 Orange County and UCI are partnering with the Birth Workers of Color Collective to develop the Black PEARL Doula Network. Cal Optima and First 5 Orange County each created a doula stipend program to incentivize development of the doula workforce. A maternal health workgroup was formed to strengthen connections between stakeholders and build momentum to address disparities in maternal and infant health outcomes. UCI created a Black PEARL Volunteer Program for medical students, and has hosted internal facilitated reflection sessions with physicians, nurses, residents, and medical students.

These efforts provide near ideal contextual conditions to test, adapt, and replicate the Black PEARL model. For ideal conditions to exist, opportunities for authentic community engagement are needed. First 5 OC and UCI will soon launch a multidisciplinary Community Advisory Board. However, engagement of the broader community is critical to uplift their voices and experiences, explore their ideas for supporting birthing families, and promote mutual accountability for outcomes. Opportunities for broader community engagement is the focus of this RFP.

II. REQUEST FOR PROPOSALS (RFP)

This RFP invites submissions from consulting firms or organizations to design and implement a series of Community Listening Sessions. We encourage all interested organizations and collaboratives to apply including those that are fiscally sponsored, located outside of Orange County, or not currently funded by First 5 OC.

First 5 OC expects to enter into an initial service agreement with a budget of \$75,000 through September 2025 with the selected applicant with an anticipated start in June 2025. **Renewal periods of one year each may occur through September 2027 or beyond contingent upon continuation of federal and/or other sources of funding.** The amount of available funding for future years may be adjusted based on proposed approach and funding availability.

SCOPE OF WORK

A. Outreach and Planning

- Develop and implement outreach plans to encourage participation from community members and stakeholders, with particular emphasis on Anaheim, Santa Ana, and Irvine. This includes distributing outreach materials and invitations, managing registrations, following up with attendees, etc.
- Collaborate with First 5 OC and UCI to identify the focus and objectives of each Community Listening Session as well as potential guest speakers.
- Incorporate creative methods for engaging community members and other stakeholders in Community Listening and Learning Sessions to encourage dialogue, support data review, learning, and accountability, and build consensus for recommendations to inform the implementation and evolution of the Black PEARL model.
- Contract with guest speakers, as needed, to inspire ongoing learning and collective action that promotes maternal and infant health.

B. Implementation

- Facilitate up to three Community Listening and Learning Sessions of least 75 people no later than August 31, 2025 to introduce Black PEARL and gather community input.
- Provide logistics (e.g., venue, refreshments, childcare, simultaneous translation and transportation if needed) as well as other incentives (e.g., gas cards, grocery cards, developmentally appropriate toys, etc.) for community member participation.
- *If renewed beyond September 2025:* Facilitate up to three listening and learning sessions annually (October 2025 – September 2027) that can accommodate at least 50 people per session to maintain community involvement and provide an important accountability mechanism for reporting progress and outcomes of the Black PEARL model.

C. Documentation and Dissemination

- Use creative arts (e.g., photography, graphic recording/illustration, storytelling, data visualizations, etc.) to document and disseminate the process and outcomes of the Community Listening Sessions

to participants and key stakeholders.

- Synthesize input and provide a report after each session highlighting participation levels, key themes, what worked and areas of improvement to increase participation and engagement.
- Provide a year-end summary report at the completion of the last listening session for each year.
- Present themes and findings to the UCI-First 5 OC team, Black PEARL Community Advisory Board, First 5 OC Board of Commissioners, and other stakeholders as needed.

III. DESIRED QUALIFICATIONS

The opportunity to respond to this Request for Proposals is open to all consulting firms and organizations, including those that are fiscally sponsored, located outside of Orange County, or not currently funded by First 5 OC. An award will be made based on an assessment of how well applicants demonstrate the following qualifications necessary to fulfill the *Section II. Scope of Work* outlined in this RFP.

- Experience facilitating collaborative community coalitions or multi-stakeholder community projects that include an array of partners with different values, interests, and levels of authority.
- Demonstrated ability to build trust within a group and navigate complexity, ambiguity, and group dynamics to advance high-impact work.
- Experience synthesizing qualitative data to inform planning, implementation, and continuous improvement.
- Exceptional written and oral communication skills.
- Strong planning and organizational skills to meet deadlines, manage logistics, and organize stakeholders.
- Proven use of creative methods and tools to engage participants, document progress, and disseminate information to multiple and diverse audiences.
- Ability to manage federal and other public funds.
- Capacity to ramp up quickly and implement the *Section II. Scope of Work* applicable to Year 1.

In addition to the above qualifications, First 5 OC will also consider its direct experience or quality of performance with applicants under previous contracts or services, if applicable. First 5 OC may also contact applicant references for additional information about qualifications and quality of work.

IV. SELECTION PROCESS

Applicants are required to submit a complete proposal package as outlined in *Section VI. Submission Requirements*. First 5 OC will conduct two levels of review to determine the successful applicant.

Level 1: Administrative Review

First 5 OC will review all proposals for completeness per the submission instructions detailed *Section VI. Submission Requirements* of this RFP. Basic requirements include timely receipt of the proposal and submission of all required attachments. Applicants meet these minimal requirements may be deemed ineligible to continue to Level 2 of the review process. After recipient of proposals, First 5 OC may extend the timeline for all applicants, if needed and at its discretion, to ensure the completeness, quality, and/or quantity of submitted proposals.

Applicants who pass Level 1 will proceed to Level 2 of the review process.

Level 2: Proposal Review

A Review Committee, consisting of First 5 OC and UCI School of Medicine staff and consultants, will review the proposals and utilize the following scoring rubric to assess how well applicants demonstrate qualifications.

Proposal Review Criteria	Maximum Points
Overall qualifications to implement the <i>Section II. Scope of Work</i> in its entirety.	20
Examples that demonstrate proposed team’s ability to facilitate collaborative community coalitions or multi-stakeholder community projects that include an array of partners with different values, interests, levels of trust and authority.	15
Experience using data to inform planning, implementation, and continuous improvement.	10
Documented use of creative methods and tools to engage participants, document progress, and disseminate information to multiple and diverse audiences.	10
Demonstrated planning and organizational skills to meet deadlines, manage logistics, and organize stakeholders.	10
Clarity and thoroughness of the proposal.	10
Ability to implement the <i>Section II. Scope of Work</i> within the specified timeframes listed in <i>Section V. Terms of Project</i> .	10
Financial capacity to manage federal and other public funds and reporting requirements.	10
Reasonableness of the proposed budget to complete <i>Section II. Scope of Work</i> .	5
TOTAL POINTS	100

If questions arise from the review of submitted documents, the Review Committee may request additional documentation from applicants during the review process to assess the qualifications outlined above. The Review Committee will also consider applicant references in making a final determination.

If no applicant scores at least 70%, First 5 OC has the discretion to end the review process and repost the RFP to select a successful applicant.

V. TERMS OF THE PROJECT

First 5 OC expects to enter into an initial service agreement through September 2025 with the selected applicant, with an anticipated start in June 2025. This initial service agreement can be renewed annually through the end of September 2027 or beyond contingent upon funding availability.

Funding for the Black PEARL Community Listening Sessions is \$75,000 through September 2025. This will be a cost reimbursement service agreement. In a cost-reimbursement agreement, costs are reimbursed through monthly invoices based on services rendered and actual expenses incurred. Therefore, applicants must anticipate sufficient cash flow. First 5 OC will negotiate a final budget with the selected applicant.

VI. SUBMISSION REQUIREMENTS

The complete RFP submittal package must include **all required documents (Items A-J)** listed in this section. Incomplete submissions may be grounds for disqualification. Submit required documents electronically to First5OC@cfoc.ocgov.com **no later than May 2, 2025 by 3:00 pm (Pacific Time)**. Submissions after this date and time will be automatically rejected.

REQUIRED DOCUMENTS

- A. **Cover Letter (1 page):** Provide a letter explaining why your team is interested in this project. The letter must include person's name, title, lead firm or organization, and contact information. The letter must be signed by the corporate officer who has the authority to act on behalf of, and bind, the firm or organization.
- B. **Proposal (must not exceed 5 pages):** The proposal must include the following information:
 1. Describe how your proposed team meets *Section III. Desired Qualifications* to implement the *Section II. Scope of Work*. Please include up to three concrete examples of past projects that demonstrate:
 - a) Your ability to effectively plan and facilitate collaborative community coalitions or multi-stakeholder community projects that include an array of partners with different values, interests, levels of trust and authority.
 - b) How your proposed team has used data to inform planning, implementation, and continuous improvement.
 - c) How your proposed team has utilized creative methods and tools to engage participants, document progress, and disseminate information to multiple and diverse audiences.
 2. Describe of your team's approach to the *Section II. Scope of Work*. Include what your team will do to maximize engagement and resources, meet deadlines, manage logistics, and organize stakeholders.
 3. Based on your experience implementing similar projects, please describe additional considerations for implementation, challenges you anticipate occurring during implementation of this project, proposed solutions, and how can First 5 OC best support you to be successful.
- C. **Financial Capacity:** List at least three projects your team has implemented that demonstrate your capacity to manage federal and other public funding and reporting requirements. Projects listed should demonstrate your ability to manage this RFP's scope of work and contract requirements. Include funding agency, funding amount, timeframe of the project, and 2-3 sentence description of the project and your team's role. Projects listed should be no older than 2022.

- D. **Work Samples:** Include up to two samples of your work that demonstrate your ability to synthesize information and use creative methods and tools to document and disseminate information to multiple and diverse audiences.
- E. **Budget:** Submit project budget as instructed below. This project may be renewed annually for an additional two years or beyond contingent upon available funding, need for the project and performance of the selected applicant.
1. Submit a detailed project budget for Year 1 (June – September 2025) not to exceed \$75,000. Include a budget narrative describing line-item costs.
 2. Submit a budget summary for Year 2 (October 2025 – September 2026) and Year 3 (October 2026 – September 2027), with rationale for why your projected budget is appropriate to achieve the *Section II. Scope of Work*. Selection of applicant does not guarantee acceptance of proposed budget levels for Year 2 and Year 3. First 5 OC will negotiate final budgeted amounts with selected applicant.
- F. **Proposed Team Members.** Include a short bio of each proposed team member that will have a role in carrying out the work described in the *Section II. Scope of Work*. Include their specific role and depth of experience that will contribute to successful project implementation.
- G. **Attachment 1: References** - Include three references recently familiar with the quality and reliability of your work. Include the organization's name, mailing address, contact person and title, phone number, email and a general description of services provided for each reference.
- H. **Attachment 2: Certification of Restrictions on Lobbying** – This form requires the proposer to certify compliance with the lobbying requirements of 31 U.S.C. Section 1352 and the applicable regulations under 49 CFR part 19 and 20. (Required if the bid is equal or greater than \$100,000). You are required to submit the Certification of Restrictions on Lobbying Form” and “Disclosure of Lobbying Activities Form”, in order for your proposal to be responsive and to be considered for evaluation.
- I. **Attachment 3: Disclosure of Lobbying Activities** – This form requires the proposer to disclose lobbying activities pursuant to the requirements of 31 U.S.C. Section 1352. If you do not have any reportable activities to disclose, then you must check the box entitled “No Reportable Activities” on the attached Standard Form-LLL “Disclosure of Lobbying Activities” and complete Section 16 of the form in order for your proposal to be responsive and to be considered for evaluation. The certifying official shall sign and date the form and print name, title, and telephone number.
- J. **Attachment 4: Debarment and Suspension Certification** – Unless otherwise permitted by law, any person or firm that is debarred, suspended, or voluntarily excluded may not take part in any federally funded transaction, as either a participant or a principal, during the period of debarment, suspension, or voluntary exclusion. Accordingly, First 5 OC may not enter into any transaction with such debarred, suspended, or voluntarily excluded persons or firms during such period, in accordance with 2 CFR part 180, as adopted and supplemented by 2 CFR part 1200. By submitting a proposal, you are certifying, to the best of your knowledge and belief that neither your company/firm 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, in accordance with 2 CFR 200.214 and 2 CFR 180.

VII. RFP QUESTIONS

Questions about this RFP and the process must be submitted to First5OC@cfcoc.ocgov.com by May 2, 2025. Applicants are advised not to contact First 5 OC or UCI staff or consultants to discuss this RFP. All questions received will be addressed and shared on the website: www.first5oc.org on April 25, 2025.

VIII. RFP CONTRACTING

First 5 OC reserves the right to contract with any organization providing responses to this RFP that meets First 5 OC contracting requirements. Submission of required documents and/or responses to follow up questions does not obligate First 5 OC to contract with applicant organizations. All awarded organizations, including subcontractors, must be able to meet federal and state requirements regardless of whether they receive state or federal funding.

General requirements required to contract with First 5 OC include, but are not limited to:

1. **Contract** - First 5 OC will develop a contract based on its usual and customary terms and conditions incorporating the requirements outlined in the RFP document and the responses of the selected applicant(s). A draft of the contract template may be provided upon request.
2. **Non-Resident Tax Withholding** – Please note that First 5 OC is required to comply with all State laws and regulations related to non-resident withholding pursuant to California Revenue and Taxation Code Section 18662 which requires 7% of all payments exceeding applicable amount in a calendar year to be withheld and sent to the California Franchise Tax Board. Nonresident payees include corporations, limited liability companies, partnerships, and individuals that do not have a permanent place of business in California.
3. **Personnel** - Project partners, managers, other supervisory staff, and specialists may be changed if those personnel leave the agency, are promoted, or are assigned to another office. The personnel may also be changed for other reasons with the expressed prior written permission of First 5 OC. However, in either case, First 5 OC reserves the right to accept or reject any or all replacements.

Specialists identified in response to the RFP can only be changed with the express prior written permission of First 5 OC, which reserves the right to approve or reject any or all replacements.

Other staff personnel may be changed at the discretion of agencies provided that such replacements have substantially the same or better applications or experience.

4. **RFP Interpretations and Addenda** - Any change to or interpretation of the RFP by First 5 OC will be posted on First 5 OC's website, and any such changes or interpretations shall become a part of the RFP for incorporation into any contract awarded pursuant to the RFP.
5. **Public Record** - All applications submitted in response to this RFP will become the property of First 5 OC and a matter of public record.
6. **Additional Services** - The general service requirements outlined above describe the minimum work to be accomplished. During initial contract negotiations and any subsequent negotiations for contract renewals, the scope of service may be modified and refined based on the needs of First 5 OC.

7. **Undue Influence** – The responding Organization declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of First 5 OC in connection with the award or terms of any contract that may be executed as a result of award of this RFP, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of First 5 OC will receive compensation, directly or indirectly, from the Organization, or from any officer, employee, or agent of the Organization, in connection with the award of any contract or any work to be conducted as a result of an ensuing contract. A violation of this provision shall be a material breach of any contract entered into, entitling First 5 OC to any and all remedies at law or in equity.
8. **Submittal Preparation Expenses** – First 5 OC shall not be liable for any expenses incurred by the Organization in the preparation or submission of its applications, and such expenses shall not be reimbursed under a resulting contract.
9. **Insurance Requirements** – The insurance requirements for standard First 5 OC contracts are set forth below, including coverage amounts, types of coverage, and policy requirements. The insurance requirements for specific contracts may be adjusted at time of contract negotiations based on the scope of services to be provided.
 - Comprehensive General Liability Insurance for bodily injury (including death) and property damage which provides not less than \$1,000,000 combined single limit per occurrence and not less than \$2,000,000 annual aggregate.
 - Comprehensive Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$1,000,000 combined single limit per occurrence applicable to all owned, non-owned and hired vehicles/watercraft, \$1,000,000 annual aggregate.
 - Workers' Compensation Insurance for all employees engaged in project services with the California statutory amount of \$1,000,000 per accident (only if the Applicant is a firm with employees).
 - Employers' Liability Coverage of not less than \$1,000,000 per occurrence for all employees engaged in project services or operations (only if the Applicant is a firm with employees).
 - Professional Liability of not less than \$1,000,000 for professional licensed staff engaged in project services or operations (only if the Applicant will provide a service which requires a professional license).
10. **Conflict of Interest** - A conflict of interest exists when a responding Organization and its staff have the opportunity to advance or protect a personal interest, or the interests of others with whom he/she has a relationship, in a way that is detrimental or potentially harmful for the integrity or fundamental mission of First 5 OC. Responding Organizations will be required to disclose potential conflicts of interest as soon as it becomes known to them, or prior to engaging in any services with First 5 OC or a First 5 OC-funded organization, whichever comes first. Even the perception of a conflict of interest must be avoided and may require the restriction of the Organization's scope of work or may give rise to the disqualification of an Organization from providing further services on behalf of First 5 **OC** in a particular area of expertise. First 5 **OC** staff will consult with legal counsel regarding potential conflicts of interest. Remedies may include, but are not limited to, removing the Organization from any decision making, limiting the

Organization’s exposure to the decision-making process, and other means as available to avoid the conflict of interest.

11. **Cancellation of RFP** – First 5 OC may cancel this RFP at any time for any reason without notice.
12. **Compliance with Laws** - All information submitted in response to this RFP shall comply with current federal, state, and other applicable laws related thereto.
13. **Severability** - If any provisions or portion of any provision of this RFP are held invalid, illegal or unenforceable, they shall be severed from the RFP and the remaining provisions shall be valid and enforceable to the extent feasible.

IX. RFP KEY ACTIVITIES AND DATES

Release Date: April 9, 2025	Instructions for submission available on First 5 OC’s website: www.first5oc.org
Final Date to Submit Questions: April 23, 2025	Submit questions to First5OC@cfcoc.ocgov.com on April 23, 2025 by 3:00 p.m.
Responses to Questions: April 25, 2025	Responses to questions posted on First 5 OC’s website: www.first5oc.org .
Required Documents Due: May 2, 2025	Submit required documents as outlined in <i>Section VI. Required Documents</i> to First5OC@cfcoc.ocgov.com no later than May 2, 2025 by 3:00 p.m. No submissions will be accepted after this date and time.
Anticipated Board of Commissioner Approval: June 4, 2025	All awards contingent on First 5 OC Board of Commissioner approval.
Selected Applicant Notified: June 4, 2025	The selected applicant will be officially notified after approval by the First 5 OC Board of Commissioners
Anticipated Contract Start Date: June 2025	First 5 OC reserves the right to change the start date of the contract for any reason.

**Attachment 1:
Reference Table**

Include three references recently familiar with the quality and reliability of your work. These references may be contacted by First 5 Orange County staff.

Organization Name:
Contact Person and Title:
Mailing Address:
Phone and Email:
General description of services provided:

Organization Name:
Contact Person and Title:
Mailing Address:
Phone and Email:
General description of services provided:

Organization Name:
Contact Person and Title:
Mailing Address:
Phone and Email:
General description of services provided:

Attachment 2:
Certification of Limitation on Payments to Influence Certain Federal Transactions

A. DEFINITIONS

1. First 5 OC, as used in this clause, means the First 5 Orange County Children and Families Commission.
2. Covered Federal action, as used in this clause, means any of the following Federal actions:
 - a. The awarding of any Federal contract.
 - b. The making of any Federal grant.
 - c. The making of any Federal loan.
 - d. The entering into of any cooperative agreement.
 - e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. Indian tribe and tribal organization, as used in this clause, have the meaning provided in Section 450b of the Indian self-determination and Education Assistance Act (25 U.S.C. 450) and include Alaskan Natives.
4. Influencing or attempting to influence, as used in this clause, means making, with the intent to influence, any communication to or appearance before 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 any covered Federal action.
5. Local government, as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.
6. Officer or employee of an agency, as used in this clause, includes the following individuals who are employed by an agency:
 - a. An individual who is appointed to a position in the Government under title 5, United States code, including a position under a temporary appointment.
 - b. A member of the uniformed services, as defined in the subsection 101(3), Title 37, United States Code.
 - c. A special Government employee, as defined in Section 202, Title 18, United States Code.
 - d. An individual who is a member of a Federal advisory committee, as defined by

the Federal Advisory Committee Act, Title 5, United States Code, Appendix section 3.

7. Person, as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
8. Reasonable compensation, as used in this clause, means with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.
9. Reasonable payment, as used in this clause means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.
10. Recipient, as used in this clause, includes the contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
11. Regularly employed, as used in this clause, means, with respect to an officer or employee of a person requesting or receiving by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.
12. State, as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State regional or interstate entity having governmental duties and powers.

B. PROHIBITIONS

1. Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan or cooperative agreement from using appropriated funds to pay 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 any of the following covered Federal actions: 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; or, the modification of any Federal contract, grant, loan, or cooperative agreement.
2. The Act also requires contractor to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction)

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 a Federal contract, grant, loan or cooperative agreement.

3. The prohibitions of the Act do not apply under the following conditions:

a. Agency and legislative liaison by own employees.

(1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(2) For purposes of paragraph C.3.a.(1) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(3) The following agency and legislative liaison activities are permitted any time where they are not related to a specific solicitation for any covered Federal action:

Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities.

Technical discussions and other activities regarding the application of adaptation of the person's products or services for an agency's use.

(4) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,

Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507, and subsequent amendments.

(5) Only those services expressly authorized by paragraph C.3.a.(1) of this clause are permitted under this clause.

b. Professional and technical services

(1) The prohibition on the use of appropriated funds, in subparagraph C.1. of

this clause, does not apply in the case of:

A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as condition for receiving that Federal action.

Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application or that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include contractors and trade associations.

- (2) For purposes of paragraph C.3.a.(1) of this clause, professional and technical services shall be limited to advise and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission, or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.
- (3) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

- (4) Only those services expressly authorized by paragraph C.3.a.(1) and (2) of this clause are permitted under this clause.
- (5) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

c. Disclosure

(1) The contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form OMB standard form LLL, Disclosure of Lobbying Activities, (Attachment to the bid package) if such person has made or had agreed to made any payment using non appropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph B.1. of this clause, if paid for with appropriated funds.

(2) The contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph II.A. of this clause. An event that materially affects the accuracy of the information reported includes:

A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime contractor. The prime contractor shall submit all disclosures to First 5 OC at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding consultant.

d. Agreement

The contractor agrees not to make any payment prohibited by this clause.

e. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure forms.

f. Cost Allowability:

Nothing in this clause is to be interpreted to make allowable or reasonable any costs, which will otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provisions.

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf (name of proposer) of

_____ that:

(Firm name)

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, 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 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 making lobbying contracts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

3. If proposer does not have any reportable activities to disclose, they shall check the box entitled "No Reportable Activities" on the attached Standard Form-LLL "Disclosure of Lobbying Activities" and complete Section 16 of the form. The certifying official shall sign and date the form, print his/her name, title and telephone number.

4. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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.

The proposer, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the proposer understands and agrees that the provisions of 31 U.S.C. 3801, et seq. apply to this certification and disclosure, if any.

Executed this _____ day of _____, 202__

By _____

(Signature of authorized official)

(Title of authorized official)

**Attachment 3:
SF-LLL Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See instructions for public burden disclosure on Page 3 of this attachment.)

If no reportable activities, proposer is still required to complete section 16 below.

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 003480045

<p>Section 1. Type of Federal Action</p> <p><input type="checkbox"/> Contract</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Cooperative Agreement</p> <p><input type="checkbox"/> Loan</p> <p><input type="checkbox"/> Loan Insurance</p>	<p>Section 2. Status of Federal Action</p> <p><input type="checkbox"/> Bid/Offer Application</p> <p><input type="checkbox"/> Initial Award</p> <p><input type="checkbox"/> Post-Award</p>	<p>Section 3. Report Type</p> <p><input type="checkbox"/> Initial Filing</p> <p><input type="checkbox"/> Material Changes</p> <p>For Material Change Only</p> <p>Year: _____ Quarter: _____</p> <p>Date of Last Report: _____</p>
<p>Section 4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime</p> <p><input type="checkbox"/> Subawardee</p> <p> Tier _____, if known</p> <p>Congressional District, if known:</p> <p>_____</p>	<p>Section 5. If reporting entity in #4 is a Subawardee, enter name and address of Prime:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Congressional District, if known: _____</p>	
<p>Section 6. Federal Department/Agency:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Section 7. Federal Program Name/Description:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>CFDA number, if applicable:</p> <p>_____</p>	
<p>Section 8. Federal Action Number, if known:</p> <p>_____</p>	<p>Section 9. Award Amount, if known: \$ _____</p>	
<p>Section 10(a) Name and Address of Lobbying Entity (If individual: last name, first name, middle initial):</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Section 10(b) Individuals Performing Services including address if different from #10(a). Include last name, first name, middle initial.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	

<p>Section 11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned</p>	<p>Section 13. Type of Payment (check all that apply):</p> <ul style="list-style-type: none"> <input type="checkbox"/> Retainer <input type="checkbox"/> One-time Fee <input type="checkbox"/> Commission <input type="checkbox"/> Contingent Fee <input type="checkbox"/> Deferred <input type="checkbox"/> Other, specify: _____
<p>Section 12. Form of Payment (check all that apply):</p> <ul style="list-style-type: none"> <input type="checkbox"/> Cash <input type="checkbox"/> In-kind, specify Nature: _____ Value: _____ 	
<p>Section 14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s) or Member(s) contracted for Payment indicated in Item, 11:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p><i>Attach Continuation Sheet(s) SF - LLL - A if necessary</i></p>	
<p>Section 15. Continuation Sheet(s) SF-LLL-A attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>Section 16. Information requested through this form is authorized by Code 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____</p> <p>Date: _____</p>	
<p>Federal Use Only</p>	<p>Standard Form - LLL (Rev. 7/1997) Authorized for Local Reproduction</p>

Approved by OMB
003480045

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address city, state, and zip code of the prime Federal recipient. Include Congressional District.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency, name if known. For example, Department of Transportation, United State Coast Guard.
7. Enter the Federal program name for description of the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a.). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Office of Management and Budget Paperwork Reduction Project (0348-0446), Washington, D.C. 20503.

SF-LLL-A DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page ____ of ____

Authorized for Local Reproduction

