



# OLYMPIC CONSORTIUM

## REQUEST FOR PROPOSALS

### Workforce Innovation & Opportunity Act (WIOA)

### Title I Youth Program Services

July 1, 2024 through June 30, 2025

*The Olympic Consortium reserves the right to extend a subaward on annual basis for three (3) years, in accordance with WIOA Title I laws and regulations and depending on the subrecipient's contractual performance and availability of funds.*

[Olympic Consortium WIOA Title I Youth Program Services RFP](#)

### **Issued:**

February 8, 2024

### **Submission Deadline:**

April 3, 2024, by 4:00 PM Pacific Time

The Olympic Consortium is an equal opportunity employer/program. Auxilliary aids and services are available upon request to individuals with disabilities. Washington Relay 711. This workforce program is supported by the USDOL Employment and Training Administration. The estimated \$530,000 is financed by the Program Year 2024 allocation of Federal funds to Olympic Consortium.

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## SECTION I: RFP OVERVIEW AND BACKGROUND

The Olympic Consortium is issuing this request for proposal (RFP) to select provider(s) for the regions Workforce Innovation and Opportunity Act (WIOA) Title I Youth Program Services in Clallam, Jefferson, and Kitsap Counties.

WIOA Title I Youth Program assist in-school and out-of-school youth with one or more barriers to employment. The program prepares youth for post-secondary education, attain educational and/or skills training credentials, career exploration through on-the-job training, work experiences, and internships in support of participants goal to secure employment with career/promotional opportunities.

The subrecipient selected through this RFP will coordinate with the Olympic Workforce Development Council and its partners to provide innovative, integrated WIOA Title I Youth Program Services. Specific goals include:

- **Employment Readiness:** Provide opportunities for youth to explore various career paths, receive career guidance, and exposure to different industries and occupations through on-the job trainings, internships, and apprenticeships.
- **Education Attainment:** Support youth in obtaining high school diploma or its equivalent, and post-secondary education credentials, certificates, and/or diplomas.
- **Supportive Services:** Offer a range of supportive services to address barriers that may hinder youth participation in education and training programs.
- **Collaboration with Partners:** Foster collaboration with educational institutions, employers, partners, and other community-based service providers to create a network of support and resources for youth development and workforce integration.

**Target Population:** Young adults between the ages of 16-24 years who meet WIOA Title I eligibility requirements as defined in WIOA legislation, state and local policy. To learn more, visit [Olympic Workforce Development Council Policy Handbook-Youth Program Eligibility](#).

**Service Area:** Serving Clallam, Jefferson, and Kitsap Counties.

**Estimated Subaward Amount:** For planning purposes, it is estimated there will be **\$530,000** available for all three counties. Funding amounts in this RFP are **estimates only**. Estimates are subject to federal budgetary policy decisions. Funding of contracts will be according to actual availability of funds. All funding under this RFP is supported by the USDOL Employment and Training Administration and is contingent upon the Olympic Consortium's receipt of funds.

**Subaward Start and End Date:** The selected providers' contract will start July 1, 2024 and end June 30, 2025.

**Option to Extend Subaward:** The Olympic Consortium reserves the right to extend a subaward on annual basis for three (3) years, in accordance with WIOA Title I laws and regulations and depending on the subrecipient’s contractual performance and availability of funds.

**RFP Timeline**

DATE & TIME	ACTIVITY
<b>February 8, 2024</b>	<b>Release of RFP Packet</b>
<b>February 23, 2024 10:00 a.m. to 12:00 p.m. PST</b>	<b>Virtual Bidders Conference</b>
<b>March 22, 2024, by 4:00 p.m. PST</b>	<b>Question &amp; Answer Submission Deadline</b>
<b>April 3, 2024, by 4:00 p.m. PST</b>	<b>Proposals Due</b>
<b>April 8, 2024</b>	<b>Proposal Review Committee Evaluates Proposals</b>
<b>April 26, 2024</b>	<b>Olympic Workforce Development Council Executive Committee Reviews Proposal Review Committee selected Award(s)</b>
<b>May 6, 2024</b>	<b>Announcement of Selected Award(s)</b>
<b>May 6 - 13, 2024</b>	<b>Appeals Window</b>
<b>May 14, 2024</b>	<b>Contract Negotiations with selected Award(s)</b>
<b>July 1, 2024</b>	<b>Contract Begins with Successful Award(s)</b>

**Note: Dates are subject to change**

## **Olympic Consortium and Olympic Workforce Development Council**

The counties of Clallam, Jefferson, and Kitsap have been designated as a Workforce Development Area under the Workforce Innovation & Opportunity Act (WIOA) by the Governor of the State of Washington. The three counties have established the Olympic Consortium for the purpose of planning and operating a comprehensive employment and training system for disadvantaged youth, adults, and dislocated workers residing within the three-county area. The nine county commissioners form the Olympic Consortium Board. The Olympic Workforce Development Council (OWDC) was established by the Olympic Consortium Board to participate with the local governments in the design and implementation of WIOA programs. The Kitsap County Board of Commissioners was selected by the Consortium and the Workforce Development Council as the Grant Recipient for all WIOA programs within the three counties.

Through its authorizing federal legislation, WIOA, and in partnership with local elected officials, the OWDC is responsible for oversight of the regional workforce development system, including the one-stop centers and the affiliated site. The OWDC responsibilities to the one-stop system operations are as followed:

- Accessibility for persons with disabilities.
- Business and employer engagement.
- Career pathway development.
- Conduct workforce research and regional labor market analysis.
- Convening regional workforce system stakeholders.
- Coordination with postsecondary education providers for workforce development efforts and related programming.
- Selection and oversight of One-Stop Operator.

The OWDC strategically oversees the quality and design of the local workforce development system to ensure employment and training services are available through multiple service providers and are integrated through a one-stop delivery system that supports accessible and high-quality services for job seekers and businesses.

## **Workforce Innovation and Opportunity Act (WIOA)**

Signed into law in 2014, WIOA is designed to improve and streamline access to federally funded employment, education, training, and support services. WIOA's key programs help tens of millions of job seekers and workers acquire the skills and credentials needed, connect to good jobs, and to obtain self-sufficient and meaningful employment. The enactment of WIOA provided opportunity for reforms to ensure the WorkSource One-Stop Delivery System is job-driven, responds to the needs of employers, and prepares workers for jobs that are available now and in the future. WIOA has six main purposes:

1. Increase access to and opportunities for employment, education, training, and support services for individuals, particularly those with barriers to employment.

2. Support the alignment of workforce investment, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system.
3. Improve the quality and labor market relevance of workforce investment, education, and economic development efforts.
4. Promote improvement in the structure and delivery of services.
5. Increase the prosperity of workers and employers.
6. Provide workforce development activities that increase the employment, retention, and earnings of participants as well as increase post-secondary credential attainment and as a result, improves the quality of the workforce, reduces welfare dependency, increases economic self-sufficiency, meets skills requirement of employers, and enhances productivity and competitiveness of the nation.

See [Workforce Innovation and Opportunity Act](#) for additional information.

### **Subrecipient Designation**

The bidder selected through this RFP will be a subrecipient. A subrecipient is a non-federal entity that receives a subaward from a pass-through entity to carry out all or part of a federal program, not including an individual who is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. Subrecipient and subaward are defined at [2 CFR §200.93](#). The subrecipient must comply with all applicable Office of Management and Budget's [Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#). In this situation, the pass-through agency of the federal funds has a responsibility to monitor the subrecipient to ensure funds are being used for authorized purposes and as required by the contract or grant agreement and applicable regulations.

## **SECTION II: WIOA TITLE I YOUTH PROGRAM**

WIOA Title I Youth Program is centered around creating comprehensive and effective youth workforce development programs that address the diverse needs of young individuals.

The 14 elements, shown below, are intended to ensure an inclusive approach to preparing young individuals for success in education, training, and employment.

- [Tutoring, Study Skills Training, Instruction, and Dropout Prevention](#) activities that lead to completion of a high school diploma or recognized equivalent
- [Alternative Secondary School and Dropout Recovery Services](#) assist youth who have struggled in traditional secondary education or who have dropped out of school
- [Paid and Unpaid Work Experience](#) is a structured learning experience in a workplace and provides opportunities for career exploration and skill development



- Occupational Skills Training is an organized program of study that provides specific skills and leads to proficiency in an occupational field
- Education Offered Concurrently with Workforce Preparation is an integrated education and training model combining workforce preparation, basic academic skills, and occupational skills
- Leadership Development Opportunities encourage responsibility, confidence, employability, self-determination, and other positive social behaviors
- Supportive Services enable an individual to participate in WIOA activities
- Adult Mentoring is a formal relationship between a youth and an adult mentor with structured activities where the mentor offers guidance, support, and encouragement
- Follow-up Services are provided following program exit to help ensure youth succeed in employment or education
- Comprehensive Guidance and Counseling provides individualized counseling to participants, including drug/alcohol and mental health counseling
- Financial Literacy Education provides youth with the knowledge and skills they need to achieve long-term financial stability
- Entrepreneurial Skills Training provides the basics of starting and operating a small business and develops entrepreneurial skills
- Services that Provide Labor Market Information offer employment and labor market information about in-demand industry sectors or occupations
- Postsecondary Preparation and Transition Activities help youth prepare for and transition to postsecondary education and training

### Youth Program Eligibility Requirements

To be considered eligible for WIOA Title I In-School or Out-of-School program services, young adults must meet specific WIOA Title I eligibility requirements as defined in WIOA legislation and state and local policy.

#### In-School Eligibility Requirements:

*(Maximum 20% of enrollments may be In-School)*

- Attending school;
- Not younger than 16 years and not older than 21 years;
- Low-income individual; and
- One or more of the following conditions:
  - Individual with a disability
  - Basic skills deficient
  - English language learner
  - Subject to the juvenile or adult justice system

- Experiencing a lack of stable housing, a runaway, in foster care or has aged out of the foster care system, a youth eligible for assistance, or in an out-of-home placement
- Pregnant or parenting
- Individual who requires additional support to complete an educational program or to secure or hold employment

Out-of-School Eligibility Requirements:

- Not attending any school (as defined under state law);
- Not younger than 16 years or older than 24 years at the time of enrollment; and
- One or more of the following conditions:
  - Has dropped out of school
  - Within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter
  - Recipient of a secondary school diploma or its recognized equivalent who is low-income and either basic skills deficient or an English language learner
  - Subject to the juvenile or adult justice system
  - Experiencing a lack of stable housing, a runaway, in foster care or has aged out of the foster care system, a youth eligible for assistance, or in an out-of-home placement
  - Pregnant or parenting
  - Individual with a disability
  - Low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment

**Required Program Elements**

All fourteen WIOA-required program elements must be addressed in the bidder’s program design. All elements must be made available to youth participants as direct services they provide, coordination, referrals, or through system partnerships. The primary goals are meeting individual needs and continuity of services. If partnering to provide these elements, programs must show how they will ensure follow through and coordination of services. A maximum of 20% of participants enrolled in services may be In-School youth.

All youth participants do not need to take part in each of these elements, but each must be available to youth who need them.

The bidders’ program design must include the following framework services:

- Outreach, Recruitment, and Orientation: Outreach and recruitment include, but are not limited to, identifying eligible youth, working with parents and guardians to inform about program services and secure necessary documentation, and working closely with other governmental and community organizations and

school systems to identify and recruit out-of-school and in-school young adults. As part of orientation, all young adults must receive information on the full array of available services and how to access them.

- Intake, Eligibility Determination, and Registration: The subrecipient will be responsible for determining WIOA Title I eligibility of all youth applicants recruited into the program, determining the youths suitability for program services, and collecting and verifying all necessary eligibility source documents. WIOA Title I requires all youth to meet eligibility criteria and be determined eligible prior to enrollment and receipt of WIOA Title I-funded services.
- Objective Assessment and Referrals: The subrecipient must conduct an objective assessment of the academic level, skill levels, and service needs of each participant, which will include a review of basic skills, occupational skills, prior work experience, employability, interests, strengths, supportive service needs, and development needs. The goal is to accurately evaluate each youth in order to develop an appropriate service strategy to meet their individual needs. Eligible youth who do not enroll in WIOA Title I programs should be provided information regarding other applicable and appropriate services available through other local programs that have capacity to serve them. In addition, eligible young adults should be given referrals for further assessment if determined appropriate.
- Individual Service Strategy (ISS)/Employment Plan: The subrecipient must use the results of the youths objective assessment to develop the ISS with the participant. The ISS is an age appropriate, individualized, documented plan with short and long term goals that include career pathways, education and employment goals, involvement in WIOA Title I youth program elements, supportive services, and incentives, as applicable. For all youth, the ISS will identify the timeframe in which each youth will be expected to complete all activities related to each of the goals specified in the ISS and should be regularly updated with the youth. The ISS will clearly connect the services to be provided to each youths needs and goals and identify the outcomes to be achieved between WIOA Title I enrollment and exit. The ISS must directly link to one or more WIOA Title I performance outcomes.
- Case Management: Case management is the structure for delivering effective services that facilitate youths positive development and achievement of their goals. Case management extends from recruitment/enrollment through follow-up services. The case manager supports and motivates participants and coordinates services and information to prepare young adults for post-secondary education

opportunities, academic and occupational training, or employment. Subrecipients are encouraged to incorporate trauma-informed approaches, behavioral health awareness, implicit bias training, and racially equitable practices into their case management models.

- **Access to a Range of Services:** It is required that the 14 WIOA Youth Program Elements be made available to enrolled youth as needed or requested. If a subrecipient does not directly provide one of the program elements, it must have the ability and connections to make seamless referrals to appropriate providers of such services. Services accessed by a WIOA Title I youth participant must align with the needs and goals identified by the participant and case manager as documented in the participant's ISS. The subrecipient will have primary responsibility for ensuring that each youth has access to the full continuum of services and for documentation of these services.
- **Work Experience:** The Department of Labor requires at least 20% of all awarded WIOA Title I youth formula funds be spent on paid or unpaid work experiences. The subrecipient selected through this RFP must demonstrate a capacity to provide, or collaborate in providing, work-based learning programs such as paid or unpaid work experiences, summer and year-round employment, pre-apprenticeship, internships, job shadowing, and on-the-job-training that serve as the next steps in career development.
- **Follow-up Services:** Subrecipients are required to provide at least 12 months of follow-up services to youth who have completed program services as well as to those who may have dropped out of the program but need additional services. Bidders are encouraged to consider the needs and barriers of the high-priority young adult populations identified for this RFP in planning the appropriate levels and types of follow-up services.

### **Additional Program Priorities**

**Opportunity Youth:** WIOA requires, that at a minimum, 75% of youth funds serve out-of-school youth. The Olympic Consortium is committed to prioritizing the unique needs of older youth, ages 16-24, who are disconnected from education and employment, and creating and updating programming to address the unique barriers of this population.

**Career Pathways:** WIOA emphasizes the establishment and expansion of Career Pathways as a key strategy for helping individuals attain industry-recognized credentials and employment in high-demand occupations. The Olympic Consortium encourages proposals that demonstrate a career pathway model, with a structured sequence of activities that focus on providing youth participants with long-term career development

services that lead to unsubsidized employment in industries with projected growth and the potential for wage progression.

Trauma Responsive Services and Mental Health Support Services: The Olympic Consortium encourages proposals that demonstrate how they will consider trauma responsive services into their programmatic design and demonstrate strong connections to partnerships that focus on supporting youth and their mental health.

### Performance Outcomes

Bidders will be held responsible for meeting or exceeding all mandated [Department of Labor \(DOL\) Common Measures](#) applicable to population served.

Annual performance goals will be established prior to the start of the program year and will be monitored on a quarterly, or as needed, basis. Goals will be set in each of the following categories:

- **Credential Attainment:** The percentage of youth who obtain a recognized credential or secondary education diploma during participation of within 1 year after exit.
- **Placement in education or training activities, or unsubsidized employment:** The percentage of youth who are in education/training activities or in unsubsidized employment in the 2<sup>nd</sup> quarter after exit.
- **Placement in education/training activities or in unsubsidized employment:** The percentage of youth who are in education/training activities or in unsubsidized employment in the 4<sup>th</sup> quarter after exit.
- **Median earning in unsubsidized employment:** The median average earnings of youth who are in unsubsidized employment during the 2<sup>nd</sup> quarter after exit.
- **Measurable skill gains:** The percentage of youth who are in an education training program that leads to a recognized post-secondary credential or employment and who achieving measurable skill gains.

### Service Locations

WIOA Title I Youth Program services must be accessible to all eligible youth in Clallam, Jefferson, and Kitsap Counties, including those with geographic, transportation, or technology barriers. The Olympic Consortium encourages proposals that specify outreach and engagement strategies for youth with these barriers.

Bidders are expected to be co-located at our two comprehensive one-stop centers, WorkSource Clallam, located at 810 W Brackett Rd. Sequim, WA and WorkSource Kitsap, located at 3120 NW Randall Way Silverdale, WA. Rent and operational costs do not need to be included in bidders proposal budget.

In addition to co-location at the two comprehensive one-stop centers, WorkSource Clallam and WorkSource Kitsap, the subrecipient awarded a contract through this RFP

is expected to be an active partner within our comprehensive one-stop centers. Specific expectations will be negotiated during contract development but will likely include:

- Adhere to policies and procedures and support daily operations.
- Attend agreed upon partnership meetings and workgroup meetings.
- Sign the required Memorandum of Understanding and Infrastructure Funding Agreement.
- Follow existing referral procedures.
- Share best practices, innovative service delivery strategies, and resources with our WorkSource partners.

### **Case Management**

The subrecipient selected through this RFP must maintain electronic participant records for enrolled participants in compliance with Department of Labor, Washington Employment Security Department, and Olympic Workforce Development Council policies and procedures. The subrecipient will be required to track youth program enrollments, demographic information, services provided, and performance outcomes for WIOA Title I funds, using the statewide Management Information System (MIS), known as Efforts to Outcomes (ETO). This includes the following:

- Data must be accurate and recorded in ETO in real time or within fourteen (14) calendar days of the date of service or the date a performance outcome is received.
- The subrecipient will be required to attend ETO training provided by the Olympic Workforce Development Council staff.
- The subrecipient will be required to monitor their data entries to ensure entries are accurate, timely and in compliance with policies and procedures.
- Department of Labor, Washington State Employment Security Department, and Olympic Workforce Development Council staff are required to monitor ETO to ensure that data is accurately reported.

### **Policies and Resources**

Bidders are expected to be familiar with the following policies and resources and maintain compliance if selected as a subrecipient.

- [Uniform Guidance 2 CFR 200](#) and [Uniform Guidance 2 CFR 2900](#)
- [Department of Labor Employment and Training Administration-WIOA Title I Youth Program](#)
- [Department of Labor Employment and Training Administration-TEGL 21-16](#)
- [Washington State Workforce Professionals Center website](#)
- [Washington Career Bridge](#)
- [Olympic Workforce Development Council Policies and Procedures](#)

## SECTION III: GENERAL INFORMATION FOR BIDDERS

### Questions

Direct specific RFP questions to: Glen McNeill, Purchasing Supervisor, Email address: [purchasing@kitsap.gov](mailto:purchasing@kitsap.gov). Please specify this RFP by its title when submitting questions.

Questions and the Answers will be posted on our website, [Olympic Workforce Development Active RFPs](#).

**\*Questions will be accepted until March 22, 2024, by 4:00 p.m. PST\***

This Request for Proposal is available on the internet at [Kitsap County Bids \(kitsapgov.com\)](#) or by contacting Glen McNeill at: Kitsap County Department of Administrative Services, Purchasing Supervisor, 614 Division Street, MS-07, Port Orchard, Washington 98366, 360-337-4789, email address: [gsmcneill@kitsap.gov](mailto:gsmcneill@kitsap.gov), and at [Olympic Workforce Development Active RFPs](#).

### Revisions to the RFP

The Olympic Consortium reserves the right to make unilateral modifications to this RFP, amendments will be posted on the internet at [Kitsap County Bids \(kitsapgov.com\)](#) and at [Olympic Workforce Development Active RFPs](#).

### Submission Instructions

Bidders must submit proposals online at [Olympic Consortium WIOA Title I Youth Program Services RFP](#) before the deadline of **April 3, 2024, by 4:00 p.m. PST**. Alternate proposal submissions will not be accepted. A submitted proposal may be withdrawn by emailed request to [purchasing@kitsap.gov](mailto:purchasing@kitsap.gov). Please specify this RFP title when submitting.

### Miscellaneous

#### ***Award of Contract***

The contract award will not be final until Olympic Consortium and the successful award(s) have executed a contractual agreement.

#### ***Appeals Process***

Any bidder may appeal the selection of proposals by filing a complaint under the Olympic Consortium's [Complaint & Grievance Policy](#). Filing procedures may be obtained from the Olympic Consortium upon request.

#### ***Authorship***

Proposals developed with the assistance of organizations or individuals outside the bidder's own organization should be identified. No contingent fees for such assistance will be allowed to be paid under any contract or grant resulting from this RFP. All proposals submitted become the property of the Olympic Consortium, and it's understood and agreed that the bidder claims no proprietary rights to the ideas contained therein.

### ***Independent Price Determination***

The bidder guarantees that in connection with this proposal the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.

### ***Price Warranty***

The proposer warrants that the rates quoted for services in response to this RFP are not unreasonably greater than the rates for the same services performed by the same individuals under any other existing contracts or grants.

### ***Subcontracting***

Proposers must include any plans for subcontracting of services or activities of the program. It is understood that the contractor(s) is held responsible for the satisfactory accomplishment of the service or activities included in such subcontract. The Consortium reserves the right to approve all subcontractors.

### ***Rejection of Proposal***

No proposals submitted under this Request for Proposals (RFP) will be returned for correction or clarification. If the application is incomplete, and/or request more than the estimated subaward amount of \$530,000, it will be rejected. Verbal, alternative, and late proposals will not be considered for selection. The Olympic Consortium reserves the right to accept or reject any or all proposals received because of this RFP, to negotiate with all qualified sources, or to cancel in part, or in its entirety, this RFP if it is in the best interest of the Olympic Consortium to do so.

### ***Withdrawals***

A submitted application may be withdrawn prior to the proposal submission deadline of **April 3, 2024, by 4:00 p.m. PST**. A written request to withdraw the proposal must be submitted to the Olympic Consortium. If a bidder does not withdraw a proposal by the submission deadline, the proposal becomes property of the Olympic Consortium and may be subject to public disclosure according to the Freedom of Information Act.

### ***Cancellation of Award***

The Olympic Consortium reserves the right to cancel an award immediately if new WIOA regulations or Department of Labor policy determinations make it necessary to substantially change the project purpose or content or prohibit such a project.

### ***Nondiscrimination***

The Olympic Consortium is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Washington Relay:711

As a condition to the award of financial assistance under WIOA from the Department of Labor, the bidder assures, with respect to operation of the WIOA-funded program or activity, that it will comply fully with the nondiscrimination provisions of the Workforce Innovation & Opportunity Act (WIOA), including the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of



the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

## SECTION IV: RFP PROCESS

### Olympic Consortium Procurement Process

The Olympic Consortium conducts all procurements in a manner providing full and open competition as required under the [Uniform Guidance 2 CFR 200](#), other federal and state laws and regulations, Olympic Workforce Development Council Procurement policy, and Kitsap County's Procurement policy. This RFP identifies all relevant requirements, evaluation factors, scoring, and selection process. All proposals received by the deadline of April 3, 2024, by 4:00 p.m. PST, from eligible bidders will be evaluated as described in the RFP.

### Eligible Bidders

Eligible bidders include any entities who are able to provide WIOA Title I Youth Program services in Clallam, Jefferson, and Kitsap Counties, and who are not debarred or suspended from receiving federal funding. Experience providing WIOA Title I services, especially to youth and young adults, is preferred but not required.

Potential bidders who may be interested in the WIOA Title I Youth Program Services RFP are invited to a virtual Bidders' Conference via Microsoft Teams on **February 23, 2024, 10:00 a.m. to 12:00 p.m. PST**. This is an opportunity to ask Olympic Workforce Development Council questions about proposal and services requirements and online proposal submission. To register for the Bidders' Conference and receive a meeting invitation, click [Bidders' Conference Registration](#).

### Proposal Evaluation and Scoring Criteria

The proposal review and evaluation process will be conducted utilizing a fair and objective process that adheres to Olympic Workforce Development Council Procurement Policy and Kitsap County Procurement Policy.

An Evaluation Committee will review and score proposals using the scoring criteria below. The Olympic Consortium reserves the right to share factual information with the Evaluation Committee about bidders' past performance under contract with the Olympic Consortium.

SCORING CRITERIA	POSSIBLE POINTS
Experience & Past Performance	17
Service Delivery	26
Partnerships	17
Equity	14
Organizational Structure	6
Administrative Controls & Cash Management	5
Budget & Performance Objectives	15
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

### Bidder Selection

The Olympic Consortium reserves the right to repost the RFP, conduct a sole source procurement, or not award a contract if the Evaluation Committee assesses all proposals as inadequate. In addition, the Olympic Consortium may request further information, and contact references prior to selecting a proposal for funding.

### Subaward

The Olympic Consortium reserves the right to determine the subaward amount and number of subawards.

### Contract Negotiations

The Olympic Consortium reserves the right to make a subaward without further discussion of the submitted proposal but selecting a bidder for a subaward does not constitute final approval of the proposal submitted. The Olympic Consortium will require the selected bidder to conduct contract negotiations about program services, allowable activities, costs and outcomes.

The subaward will not be final, and program activities cannot begin until the Olympic Consortium and the selected bidder have executed a contractual agreement.

## SECTION V: PROPOSAL QUESTIONS

### Experience and Past Performance (17 total points)

1. Describe your experience with operating and managing WIOA Title I programs (Adult, Dislocated Worker, Youth) and services. If you do not have WIOA Title I experience, please describe equivalent experience in other workforce development services you have provided. (7 points)
2. If you have operated a WIOA Title I program, please provide specific performance outcomes. If you do not have WIOA Title I experience, please

provide equivalent information about performance outcomes for other workforce development programs you have operated. *(7 points)*

3. Provide a summary of your organizations experience managing federal funds and administering federally funded programs and activities. *(3 points)*

### **Service Delivery (26 total points)**

1. Describe your organizations service delivery framework of proposed WIOA Title I Youth Program Services and how this framework will ensure an inclusive approach to preparing young individuals for success in education, training, and employment from recruitment through exit and follow-up services. *(8 points)*
2. Please indicate which of the 14 WIOA Title I Youth Program Elements you will directly provide and which ones you will coordinate with other organizations. Provide a detail overview of your strategy and approach for delivering and incorporating each element into your youth program. *(8 points)*
3. Describe how your organization will develop and follow an Individual Service Strategy, or employment plan that's tailored to the unique circumstances of each youth participant, and that provides them with the necessary resources and support to achieve their educational and employment objectives. *(6 points)*
4. Explain how your organization will meet performance measures and outcomes while sustaining quality services that are tailored to each participants need. *(4 points)*

### **Partnerships (17 Points Total)**

1. Describe how your organization will collaborate, partner, and coordinate services with community-based organizations within Clallam, Jefferson, and Kitsap Counties, specifically those listed below. Please include how your partnerships and coordination with these organizations will assist youth that are furthest from opportunity and who face systemic barriers to employment. *(10 points)*
  - i. WorkSource Clallam and Worksource Kitsap one-stop partners and service providers.
  - ii. Organizations working with young adults
  - iii. Organizations providing Mental Health Support Services
  - iv. Organizations and groups that work with Black, Indigenous, Hispanic/Latino, Asian American, Pacific Islander people, LGBTQ+, individuals with disabilities, and people from other groups furthest from opportunity
  - v. Other groups and organizations not listed

2. Describe how your organization will partner with education/training partners in Clallam, Jefferson, and Kitsap Counties to link youth to a variety of training services, and work-based learning opportunities that will result in occupational skills training, paid and unpaid work-based learning, and on-the-job training. (7 points)

### Equity (14 Points Total)

1. Describe how your organization will tailor services to meet the individual needs of youth with disabilities, those in foster care system, homelessness, and other vulnerable populations. (7 points)
2. Explain how your organization will allocate resources to ensure that youth from all backgrounds have equal access to educational and employment opportunities. (7 points)

### Organizational Structure (6 points total)

1. Describe your organization's structure in terms of chain of command, departments and services, and where the proposed WIOA Title I Youth Program will fit within your organization. (2 points)
2. List any direct services and administrative positions you would need to hire to provide the proposed WIOA Title I Youth Program services, and when you anticipate providing services. (2 points)
3. List how many staff you anticipate providing WIOA Title I Youth Program services in each county, Clallam, Jefferson, and Kitsap. (2 points)

### Administrative Controls and Cash Management (5 points total)

1. Has your organization had an audit in the last 24 months?
  - a. If yes, what type of audit
  - b. Did your audit list any audit findings?
  - c. Please upload a copy of your most recent audit report. If you do not have audits, attach a copy of your most recent financial reports.
2. Please describe your organizations accounting system.
3. Does your organizations accounting system identify the receipt and expenditure of funds separately for each contract or grant?

4. Does the accounting system provide for the recording of expenditures for each contract or grant by project or budget cost categories?
5. Does the accounting system provide for the separation of direct and indirect expenditures?
6. Does your organization have a system for tracking employee time and effort distributions by funding source/activity?
7. Does your organization have an internal control structure that provides reasonable assurance that the contract or grant funds, assets, and systems are protected?

#### **Budget and Performance Objectives (15 points total)**

1. Please complete the Budget Worksheet and Projected Performance located within the online RFP, including all costs for which you request funding through this RFP.
2. All costs be must reasonable, allowable, and necessary under each expense category and follow the cost principles in [Uniform Guidance 2 CFR 200](#) and [Uniform Guidance 2 CFR 2900](#).
3. The subrecipient selected from this RFP must have sufficient funds available to cover any determined disallowed costs that occur during the subaward start and end date.
4. The entire cost for the preparation of the proposal and any related communication is at the expense of the bidder.

#### **SECTION VI: GENERAL CONTRACT AGREEMENT**

A. Authority

Contractor possesses legal authority to apply for the funds covered under this contract.

B. Assignment/ Subcontract

1. Contractor shall not assign its rights and/or duties under this contract without the prior written consent of the Consortium.
2. Contractor shall obtain written approval from the Contract Administrator, provided, however, that approval shall not be unreasonably withheld, prior to entering any subcontract for the performance of any services contemplated by this contract.
  - a. In the event that the Contractor enters into any subcontract agreement funded with money from this contract, the Contractor is responsible for subcontractor compliance with applicable terms and conditions of this contract.
  - b. In the event that the Contractor enters into any subcontract agreement funded with money from this contract, the Contractor is responsible for subcontractor compliance with all applicable law.
  - c. If the Contractor enters into any subcontract agreement funded with money from this contract, the Contractor is responsible for subcontractor provision of insurance coverage for its activities.

**C. Limitations on Payments**

1. Contractor shall pay no wages more than the usual and accustomed wages for personnel of similar background, qualifications and experience.
2. Contractor shall pay no more than reasonable market value for equipment and/or supplies.
3. Any cost incurred by Contractor over and above the year-end sums set out in the budgets shall be at Contractor's sole risk and expense.

**D. Compliance with Laws**

1. Contractor shall comply with all applicable provisions of the Americans with Disabilities Act and all regulations interpreting or enforcing such act.
2. Contractor shall comply with all applicable County ordinances and State statutes.
3. Contractor shall comply with applicable State of Washington and County policies and procedures.
4. Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, marital status, religion, sex, national origin, political affiliation or belief, Vietnam era or disabled

veteran's status, age, the presence of any sensory, mental or physical disability; provided, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the individual from performing the essential functions of his or her employment position, even with reasonable accommodation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination, rates of pay or other forms of compensations, and selection for training, including apprenticeship.

E. Indemnification

Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees, and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.

F. Insurance and Bonding

1. Contractor shall not commence work under this contract until all insurance required under this contract has been obtained, and proof of certificate of insurance or self-insurance has been provided to and approved by the County's Risk Manager. Specific criteria for insurance are set forth as follows:

a. Commercial General Liability

The Contractor shall have Commercial General Liability Insurance with limits of not less than Combined Bodily Injury/Property Damage Liability of \$1,000,000 each occurrence and \$2,000,000 aggregate.

b. Bonds

The amount of bonding coverage shall be equal to the highest monthly total advancement received during the past twelve months not to exceed \$100,000. For new Contractors, the bonding amount will be set at the highest advance through check or draw down planned for the present grant year.

2. Coverage shall contain general requirements or endorsements as follows:

a. Kitsap County, Jefferson County, Clallam County, and the Consortium is named as an additional insured as respects this

contract and such insurance as is carried by Contractor is primary over any insurance carried by the Consortium. Evidence of said liability insurance shall be presented to the Consortium at least 10 days prior to execution of this contract.

- b. In the event of nonrenewal, cancellation or material change in the coverage provided, thirty (30) days written notice will be furnished to the Consortium prior to the date of cancellation, nonrenewal or change; such notice shall be sent to the County Risk Manager, 614 Division Street, MS-7, Port Orchard, WA 98366.
- c. Consortium has no obligation to report occurrences unless a claim is filed with the Board of Kitsap County Commissioners; and Consortium has no obligation to pay premiums.
- d. The Contractor's insurance policies contain a "Cross Liability" endorsement substantially as follows:

The inclusion of more than one Insured under this policy shall not affect the rights of any Insured as respects any claim, suit or judgment made or brought by or for any other Insured or by or for any employee of any other Insured. This policy shall protect each Insured in the same manner as though a separate policy had been issued to each, except that nothing herein shall operate to increase the company's liability beyond the amount or amounts for which the company would have been liable had only one Insured been named.

- 3. The Contractor shall ensure that every officer, director, agent, or employee who handles funds or other financial assistance received under this Contract is bonded to provide protection against loss by reason of fraud or dishonesty on such person's part directly or through conspiracy with others. The County will be named as beneficiary or additional insured as respects insured's funding on the fidelity bond, self-insurance excepted. The State of Washington provides a Public Employees Blanket Dishonesty Bond pursuant to RCW 43.19.1915.

Compliance with all insurance and bonding requirements must be demonstrated before execution of this contract between the County and the Contractor.

- 4. Workers' Compensation and Employer Liability. The Contractor will maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Kitsap County Risk Management Division. If the contract is for over



\$50,000, then the Contractor will also maintain employer liability coverage with a limit of not less than \$1 million.

*G. Conflict of Interest*

In accordance with TEGL 15-16 and WIOA section 121(d)(4)(A) and (C), the Contractor will enter into an agreement with the Consortium. This agreement will identify how responsibilities will be carried out by the agency; demonstrate compliance with WIOA, state, and local policies, guidance, and regulations; and provide proper firewalls, if applicable, that address any potential conflicts of interest that can arise when awarded agency provides more than one role in the local One-Stop system.

*H. Documentation*

1. Contractor shall maintain readily accessible records and documents sufficient to provide an audit trail needed by the Consortium to identify the receipt and expenditure of funds under this contract, and to keep on record all source documents such as time and payroll records, mileage reports, supplies and material receipts, purchased equipment receipts, and other receipts for goods and services.
2. The Contractor is required to maintain property record cards and property identification tabs as may be directed by Consortium codes and changes thereto. This applies only to property purchased from funds under this contract specifically designated for such purchases. Ownership of equipment purchased with funds under this contract so designated for purchase shall rest in the Consortium and such equipment shall be so identified.
3. The Contractor shall provide a detailed record of all sources of income for any programs it operates pursuant to this contract, including state grants, fees, donations, federal funds, and others for funds outlined in appropriate addenda. Expenditure of all funds payable under this contract must be in accordance with approved Statement of Work.
4. The Consortium shall have the right to review the financial and service components of the program as established by the Contractor by whatever means are deemed expedient by the Consortium Board, or their respective delegates. Such review may include, but is not limited to, with reasonable notice, on-site inspection by Consortium agents or employees, inspection of all records or other materials which the Consortium deems pertinent to the contract and its performance, except those deemed confidential by law.
5. All property and patent rights, including publication rights, and other documentation, including machine-readable media, produced by the

Contractor in connection with the work provided for under this contract shall vest in the Consortium. The Contractor shall not publish any of the results of the contract work without the advance written permission of the Consortium. Such material will be delivered to the Consortium upon request.

## **SECTION II. CONSORTIUM REQUIREMENTS**

### **Payments**

Subject to availability of funds, payment under this contract shall not exceed the total amount set forth in the budget.

Consortium will make payments within 30 days of the receipt of correctly completed documentation for those services described in this contract.

Payments shall not be construed as a waiver of the Consortium's right to challenge the level of Contractor's performance under this contract and to seek appropriate legal remedies.

## **SECTION III. RELATIONSHIP OF THE PARTIES**

The parties intend that an independent contractor relationship will be created by this contract. The Consortium is interested only in the results to be achieved, and the conduct and control of the services will lie solely with the Contractor. No agent, employee, servant, or a contractor shall be, or deemed to be, and employee, servant, or otherwise of the Consortium or Kitsap County for any purpose; and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees. It is understood that the Consortium does not agree to use Contractor exclusively. Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this contract.

In the performance of the services herein contemplated, Contractor is an independent contractor with the authority to control and direct the performance of the details of the work, Consortium being interested only in the results obtained. However, the work contemplated herein must meet the approval of the Consortium and shall be subject to Consortium's general right of inspection and supervision to secure the satisfactory completion thereof.

If any of the Contractor's employees, agents, servants or otherwise, carry on activities or conduct themselves in any manner which may either jeopardize the funding of this contract or indicate said employees, agents or servants unfit to provide those services as set forth within, the Contractor shall be responsible for taking adequate measures to prevent said employee, agent or servant from performing or providing any of the

services as called for within.

#### **SECTION IV. MODIFICATION**

No change, addition, or erasure of any portion of this contract shall be valid or binding upon either party. There shall be no modification of this contract, except in writing, executed with the same formalities as this present instrument. Either party may request that the contract terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable by the parties at the time of contracting, arise during the period of performance of this contract. Such circumstances must have a substantial and material impact upon the performance projected under this contract and must be outside of the control of either party.

#### **SECTION V. TERMINATION**

A. Failure to Perform

This contract may be terminated, in whole, or in part, without limiting remedies, by either party to this contract if the other party materially fails to perform in accordance with the terms of the contract. In this event, the aggrieved party shall deliver ten (10) working days advance written notification to the other party specifying the performance failure and the intent to terminate.

B. Without Cause

Either party to this contract may elect to terminate the contract without cause by delivering a thirty (30) day written notice of intent to terminate to the other party.

C. Funding

The Consortium may unilaterally terminate or negotiate modification of this contract at any time if its federal, or state grants are suspended, reduced, or terminated before or during the contract period, or if federal or state grant terms and regulations change significantly. In the event of early contract termination initiated by either party for whatever reason, the Contractor is only entitled to costs incurred prior to the time of contract termination.

#### **SECTION VI. LEGAL REMEDIES**

Nothing in this contract shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this contract. Failure to act on any default

shall not constitute waiver of rights on such default or on any subsequent default.

## **SECTION VII. VENUE AND CHOICE OF LAW**

Any action at law, suit in equity, or other judicial proceeding for the enforcement of this contract or any provision thereof shall be instituted only in the court of the State of Washington, County of Kitsap. It is mutually understood and agreed that this contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

## **SECTION VIII. WAIVER**

No officer, employee, agent, or otherwise of Consortium has the power, right, or authority to waive any of the conditions or provisions of this contract. No waiver of any breach of this contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract or at law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. The failure of the Consortium to enforce at any time any of the provisions of this contract, or to require at any time performance by Contractor of any provisions hereof, shall in no way be construed to be a waiver of such provisions, or in any way affect the validity of this contract or any part, hereof, or the right of Consortium to thereafter enforce each provision.

## **SECTION IX. NOTICES**

All notices called for or provided for in this contract shall be in writing and must be served on the party either personally or by certified mail and shall be deemed served when deposited in the United States mail. Such notice shall be made to:

Contractor Name  
Address

Bill Dowling, Director  
Olympic Workforce Development Area  
Kitsap County  
614 Division St., MS-23  
Port Orchard, WA 98366-4676

## **SECTION X. PAYMENTS**

- A. All payments to be made by the Consortium under this Contract shall be made to: \_\_\_\_\_, \_\_\_\_\_, City of \_\_\_\_\_, County of \_\_\_\_\_, state of \_\_\_\_\_
- B. This contract shall not exceed the total amount indicated on the cover sheet of this contract and any subsequent modifications hereof.

- C. Contractor agrees to participate in and be bound by determinations arising out of the Consortium's disallowed cost resolution process.

## **SECTION XI. DURATION**

The Contractor is authorized to commence providing services pursuant to this Contract commencing July 1, 2024. This Contract shall expire and terminate on June 30, 2025, unless terminated sooner as provided herein.

## **SECTION XII. WHOLE AGREEMENT**

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligation other than those contained herein; and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written, between parties.

## **SECTION XIII. SEVERABILITY**

It is understood and agreed by the parties that if any part, term, or provision of this contract is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

## SECTION VII: CERTIFICATIONS

Bidders must certify they understand and will comply with the following requirements.

### Laws, Regulations, and Policies

Comply with all applicable federal, state, and local laws and regulations, including but not limited to, civil rights, employment, nondiscrimination, taxes, and disability requirements. Noncompliance may be deemed as material grounds for default and termination even without showing a direct effect on the work being performed under a contract.

- Uniform Guidance 2 CFR 200 and Uniform Guidance 2 CFR 2900
- Certification Regarding Debarment
- Certification Regarding Lobbying
- Kitsap County's General Agreement

### Conflict of Interest

Attest to no current conflicts of interest, either real or perceived, in providing WIOA Title I Youth Program Services in Clallam, Jefferson and Kitsap County. If selected as a subrecipient, disclose potential conflicts of interest arising from relationships with training providers or other service providers.

Administer a subaward from this RFP in an impartial manner, free from improper personal, financial, or political gain and following the requirements of Olympic Workforce Development Council's Conflict of Interest policy.

Take every reasonable course of action to maintain the integrity of subaward expenditures and to avoid any favoritism or illegal conduct.

### WIOA Title I Youth Program Policies and Resources

We have reviewed and are familiar with the following WIOA Title I Youth Program policies, guidance and resources:

- Department of Labor Employment and Training WIOA Youth Formula Program
- Code of Federal Regulations (eCFR)
- Department of Labor Training and Employment Guidance Letter (TEGL) 21-16
- Department of Labor's Workforce GPS website-youth program
- Washington State's Workforce Professionals Center website
- Washington Career Bridge
- Olympic Workforce Development Council Policies and Procedures

The information contained in this proposal fairly represents the proposer's agency, organization, or business and its proposed operating plans. I acknowledge that I have read and understand the requirements of the RFP and am prepared to implement services as specified in this proposal. I certify that the proposed services have been designed in compliance with the RFP requirements and WIOA regulations. I also certify that I am authorized to sign this proposal. This proposal is firm for a period of at least ninety (90) days from the deadline for RFP submission.

I affirm that no employee and/or Olympic Consortium Board, Council or staff member has any financial or other interest in this organization.

Name \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_

E-Mail \_\_\_\_\_

Federal and State taxpayer identification numbers of organization \_\_\_\_\_

Signature \_\_\_\_\_

**Attachment A - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

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

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

Name and Title of Authorized Representative: \_\_\_\_\_

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



## **Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

### *Instructions for Certification*

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification 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. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.*
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.*
- 4. The terms "covered transactions" "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 lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.*
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," 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 No procurement List (Tel. #).*
- 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 department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.*

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

*(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is 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 lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.*

*[FR Doc. 88-11581 Filed 5-25-88; 8:43 a.m.]*

*Federal Register / Vol. 53, No. 102 / Thursday, May 26, 1988 / Rules and Regulations 19211*

## Attachment C - Certification Regarding Lobbying

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

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

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

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

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

Organization: \_\_\_\_\_

Signature of Certifying Official \_\_\_\_\_ Date \_\_\_\_\_