

OLYMPIC CONSORTIUM

REQUEST FOR PROPOSAL

2010-112

Olympic Workforce Youth Program Services
Workforce Investment Act Title I-B

July 1, 2010 through June 30, 2013

February 11, 2010

REVISED 2/11/10

OLYMPIC CONSORTIUM

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**OLYMPIC CONSORTIUM
REQUEST FOR PROPOSAL SUMMARY**

Olympic Workforce Youth Program Services

The Olympic Consortium through the Olympic Youth Council is requesting proposals for the comprehensive delivery of academic and occupational training services within Clallam, Jefferson and Kitsap counties. Programs will be operated as the Olympic Consortium Youth Programs and work with One-Stop partner programs to maintain a "seamless" workforce development system. Funding for these programs is available under Title I-B of the Workforce Investment Act (WIA). The program period will be for three years - July 1, 2010 through June 30, 2013. It is anticipated that contracts will be awarded by May 2010 with a contract start date of July 1, 2010. The scope of a proposal must include service delivery in all three counties including Clallam, Jefferson, and Kitsap County. **Proposal Due Date: April 15, 2010 1:00 p.m. Deadline.**

This RFP is designed to identify programs that assist youth to become life-long learners with the necessary skills to support long-term success in the job market. The overall goal of this RFP is to identify programs that assist at-risk youth ages 14-21 in achieving major educational attainment, skill development, and/or employment through:

- Concentration on unsubsidized employment;
- Emphasis on long term outcomes;
- Focus on academic achievement, alignment with state education requirements, and post secondary readiness;
- Delivery of ten specific service elements: tutoring, study skills training, and instruction leading to completion of secondary school (including dropout prevention strategies); alternative secondary school services; summer employment opportunities directly linked to academic and occupational learning; paid and unpaid work experiences as appropriate (including internships and job shadowing); occupational skill training; leadership development; adult mentoring; comprehensive guidance and counseling (which may include drug and alcohol abuse counseling and referral); supportive services; and follow-up services for not less than 12 months after the completion of participation; and
- Strong connections to employer and labor market information.

In addition, if funds become available, summer employment activities should be designed to encourage participants to take responsibility for their learning, to understand and manage their career options, and to develop social skills and a maturity level that will help them interact positively with others through:

- Work experience as the core component of this summer employment program. Providers should ensure that participating worksites introduce and reinforce the rigors, demands, rewards, and sanctions associated with holding a job.

- Complementing work experience with classroom-based learning so that the youth are provided with assistance in developing and refining attitudes, values, and work habits which will contribute to their success in the workplace.

It is estimated that there will be \$550,000 available for all three counties, not including funds for the operation of a summer program, during the first program year. Based on 2009 summer ARRA funds, the summer program funds could be approximately \$750,000. Funding amounts in this RFP are **estimates only**. Funding for each subsequent year is projected to be similar to the first year. 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 contingent upon the Olympic Consortium's receipt of funds.

This Request For Proposal, is available on the Internet at <http://www.kitsapgov.com/hr/wsolympic/> or by contacting Gay Neal at: Kitsap County Department of Personnel and Human Services, 614 Division Street, MS-23, Port Orchard, Washington 98366, 360.337.4879, fax 360.337.7187, email: gneal@co.kitsap.wa.us.

PY 2010 Youth RFP Planning Schedule

<u>DATE</u>	<u>ACTIVITY</u>
February 9, 2010	Youth Council Meeting
February 11, 2010	Letter of Notification sent
February 11, 2010	RFP Packet Available
March 15, 2010 1:30 p.m. – 3:00 p.m.	Bidders Conference, Kitsap County Public Works Building, 3 rd Floor Conference Room, 501 Austin Avenue, Port Orchard, WA
April 15, 2010; 1:00 p.m. deadline	Proposals Received by the Workforce Development Council
April 2010	Staff Technical Review and Send Proposals to Youth Council
April 2010	Youth Council Reads, Evaluates and Meets to Rate Proposals
May 11, 2010	Youth Council Meeting to Adopt Recommendations
May 11, 2010	Full WDC Meeting, Review and Approval of PY 2010 Contract Award Recommendations
May 21, 2010	Consortium Executive Board Review and Approval of PY 2010 Contract Awards
May – June 2010	Contract Negotiations
July 1, 2010	Program Year 2010 Begins

I. TARGET POPULATION AND PROGRAM ELEMENTS

A. Target Population:

1. Is age 14 – 21 (Note: Youth 18 – 21 may also be served through the WIA Title I-B Adult program);
2. Is low income; **and**
3. Is within one or more of the following categories:
 - a. Low basic skills
 - b. School dropout (A “dropout” is defined as an individual no longer attending **any** school, including an alternative school).
 - c. Homeless, runaway, or foster child
 - d. Pregnant or parenting
 - e. Offender
 - f. Needs additional assistance to complete an educational program or secure and retain employment. Olympic Consortium policy defines needing additional assistance as:
 - i. Youth in families receiving TANF and/or food stamps, or recently transitioned from TANF and/or food stamps assistance; Offender, any arrest or past/present participant in juvenile justice system program; At risk of dropping out of school or has at any time been a drop-out (including youth with GEDs);
 - ii. Lacks significant work history and/or has been recently fired from a job;
 - iii. Individual with a disability;
 - iv. Youth who are considered at risk due to substance abuse or family situations such as a history of domestic violence, child abuse, substance abuse in the home, or whose siblings are offenders or school dropouts, and
 - v. Youth for whom English is their second language.
4. Youth are further categorized as in-school or out-of-school. A minimum of thirty percent (30%) of available youth funds must be expended on out-of-school youth. An **out-of-school youth** is an individual who, at the time of program enrollment:
 - a. Is an eligible youth who is a **school dropout**; or

- b. Is an eligible youth who has either graduated from high school or holds a GED, but is basic skills deficient, unemployed, or underemployed.
5. Up to five percent of youth served in WIA Title I-B funded programs may be youth who do not meet the income criterion, provided that they are within one or more of the following categories:
- a. Basic skills deficient
 - b. One or more grade levels below the grade level appropriate to the individual's age
 - c. Pregnant or parenting
 - d. Possess one or more disabilities, including learning disabilities
 - e. Homeless or runaway
 - f. Offender
 - g. Face serious barriers to employment, defined by the OWDC/Youth Council as at-risk of dropping out of school. The following definition of "at-risk" will be used to identify these individuals. Our program operators will use linkages established with the schools to obtain necessary documentation. Documentation will be maintained in participant files. A student will be deemed at-risk if he or she is:
 - i. academically deficient in that he or she has not made substantial progress in mastering basic skills that are appropriate for students of his or her age, or
 - ii. performing lower than the appropriate level set by the state below which a student cannot be expected to progress adequately and complete high school successfully, i.e., failing classes and/or credit deficient, or
 - iii. using the statewide norm-referenced examinations, he or she scores lower on the examination than a standard of satisfactory performance established by the state, or
 - iv. notwithstanding satisfactory performance on statewide examinations, failed to meet the school's standard for promotion and has been retained, or recommended to be retained, in a grade for one or more years, or
 - v. a school dropout or is not attending school consistently, i.e., excessive absences, or at any time have been a school dropout, or

- vi. determined to be at-risk by the school principal or other school official. The school official's determination shall be based on an assessment by school staff familiar with the student that he or she has health, social or family problems that are impairing the student's ability to succeed in school. Such problems may include but are not limited to evidence of abuse of the student by a family member or the student's use of alcohol or drugs, pregnancy or parenthood, delinquent behavior, or attempted suicide.
 - h. Youth attending alternative school or program that has exhibited one or more of the elements listed under at-risk, or
 - i. Member of family receiving public assistance for 30 months or more.
6. Proposals may serve any or all ages within the allowable 14 – 21 age range. In addition, proposals may be written for specific target groups, including in-school, out-of-school or a combination thereof. While projects involving services exclusively to in-school youth will be considered, proposers are reminded that the WDC will allocate a minimum of 30% of total available youth dollars to out-of-school youth.

B. Required Program Elements:

All ten WIA-required program elements must be addressed in the bidder's program design. All elements must be made available to youth customers directly or through 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.

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

Programs funded must provide effective and comprehensive activities, with a variety of options for improving educational and skill competencies, and provide effective connections to employers through the following ten required program elements:

1. Tutoring, study skills training, and instruction leading to completion of secondary school (including dropout prevention strategies);
2. Alternative secondary school services;
3. Summer employment opportunities directly linked to academic and occupational learning. WIA moves the workforce development system away from short-term interventions, instead emphasizing

- the long-term development of young people;
4. Paid and unpaid work experiences as appropriate (including internships and job shadowing);
5. Occupational skill training;
6. Leadership development;
7. Adult mentoring;
8. Comprehensive guidance and counseling (which may include drug and alcohol abuse counseling and referral).
9. Supportive services, defined as those necessary to assist the youth to be successful in achieving their goals. This may include transportation, childcare, work-related tools, clothing, etc; and
10. Follow-up services for not less than 12 months after the completion of participation.

Olympic Consortium Youth Programs services are housed at WorkSource Centers in Bremerton and Port Angeles as well as at the WorkSource Jefferson County Affiliate in Port Hadlock. These facilities offer comprehensive workforce development services for Youth and Adults. They also have Job Search Resource Centers equipped with computers with internet access, resume development software and a number of other resources. Those resource centers are open to any member of the community to use. Services and materials are also available for business customers. All youth program contractor staff are expected to help in providing the services in the resource center, as well as being able to accurately orient any customers to the services, programs and activities available through the Olympic Workforce Development Area's service delivery network.

C. Summer Program Elements:

If funds become available to operate expanded summer youth employment opportunities, the following program elements must be provided:

1. **Objective Assessment and Individual Service Strategies:** The design framework of local youth programs must provide a comprehensive objective assessment of each youth participant, including a review of the academic and occupational skill levels, as well as the service needs of each youth. In addition, an ISS must be developed for each youth participant identifying age-appropriate career goals and consideration of the assessment results for each youth.
2. **Age Appropriate Activities and Work Readiness Goals:** Summer employment activities should be designed to encourage participants to take responsibility for their learning, to understand and manage their career options, and to develop social skills and a maturity level that will help them interact positively with others.

3. **Meaningful Work Experience:** Work experience is the core component of this summer employment program. Providers should ensure that participating worksites introduce and reinforce the rigors, demands, rewards, and sanctions associated with holding a job.
4. **Worksites:** The Provider should seek employers that are committed to helping participants receive the experience and training that is required to meet the work readiness goals set for summer employment participants.
5. **Incorporating Green Work Experiences:** Opportunities for skilled workers in the fields of solar, geothermal, wind power design, and the use of environmentally-friendly building materials will mean increased job opportunities for young people who have had exposure to work experiences that equip them with the appropriate “green” knowledge.
6. **Connections to Registered Apprenticeship:** Registered apprenticeship programs represent collaborative partnerships with schools, employers, labor organizations, community groups, and state apprenticeship offices. In order to better tap into the older, out-of-school pipeline of youth, an increasing number of employers are encouraging workforce professionals to assist with developing and implementing “pre-apprenticeship” training programs.
7. **Integration of Work-Based and Classroom-Based Learning Activities:** Complementing work experience with classroom-based learning so that the youth are provided with assistance in developing and refining attitudes, values, and work habits which will contribute to their success in the workplace.
8. **Academic and Occupational Linkages:** Providers are required to offer summer youth employment opportunities that link academic and occupational learning.
9. **Continued Services Supporting Older/Out-of-School Youth During Non-Summer Months:** For older and out-of-school youth who are not returning to school following the summer months, the Provider should consider work experiences and other appropriate activities beyond the summer months including training opportunities and reconnecting to academic opportunities through multiple education pathways. Additionally, Providers may consider transitional job models that combine short-term subsidized work experience with support services and career counseling.

10. Focus on the Neediest Youth: Providers are required to focus services on the youth most in need including: out-of-school youth and those most at risk of dropping out, youth in and aging out of foster care, youth offenders and those at risk of court involvement, homeless and runaway youth, children of incarcerated parents, migrant youth, Indian and Native American youth, and youth with disabilities.
11. Twelve Month Follow-up: Given that summer employment programs usually run for six to eight weeks, Providers should provide follow-up services when deemed appropriate for such individuals.

D. Other Program Components:

Recruitment, intake/eligibility determination, orientation, assessment, development of an individualized service strategy, referral, case management, coordination with one-stop services (for youth 18 – 21, as appropriate), academic requirements, employer connections must be incorporated into program design.

1. Recruitment - Programs are responsible for recruitment of applicants.
2. Intake/Eligibility Determination - Under the WIA legislation, all youth must meet eligibility criteria as defined in the “Target Population” section of this RFP. Certification of eligibility for any WIA- funded programs must be completed prior to enrollment. Certification includes income determination. The WDC will assist Contractors by providing technical assistance on the certification process to determine eligibility.
3. Orientation - All participants must receive information on the full services that are available.
4. Assessment - Each participant shall be provided with an objective assessment of his/her academic, employment skills, and supportive service needs. This includes a review of educational skill levels, occupational skills, prior work experience, employability, interests, aptitudes, and supportive service needs. Where appropriate, recent assessments can be used in lieu of additional assessment. The goal is to accurately evaluate the youth in order to develop an appropriate service strategy to meet his/her individual needs.
5. Individual Employment Plan - An individualized, written plan of long and short-term goals (that includes needed educational, employment related and personal support services) must be

developed and maintained for each participant. Programs should use objective assessment information to develop this plan. The plan should be used to track services to be delivered and/or coordinated by the program and should be regularly reviewed and updated as changes occur.

6. Referral - Programs are strongly encouraged to link and share information with other youth-serving agencies, organizations and training providers in order to meet the individual needs of all youth.
7. Coordination with the Olympic Workforce Development Area's One-Stop System - WorkSource centers and affiliates provide comprehensive services for all members of the community. Each WorkSource center and affiliate is a partnership of agencies that work together to develop and improve services to all customers. WDC contractors are expected to participate in Customer Service teams and other joint activities coordinated by the OWDC. The Olympic Workforce Development Council has developed some system wide tools and processes that all contractors need to implement and support. They include the WorkSource Membership System, which provides customers with a membership card and orientation to available services. Continuous Quality Improvement Tools include the Olympic Consortium Customer Comment Card system. This system is set up to get input from customers about facilities, services and additional customer needs. Information from this system is used to identify potential changes and additions to services and to highlight successes and identify problems. The system uses additional tools such as the Mystery Shopper program to gain information about the quality of service to customers.
8. Academic Requirements - In order to assist participating youth in both academic and occupational success, services must have a strong emphasis on academic skill gains in English language literacy skills and math computation skills. The target population to be served includes youth who have low basic skills, defined as below 8th grade level. All programs must provide academic services to assist in skill gains for basic skills deficient youth. Assessment instruments must be utilized to show skill level gains. The Youth Council will work with contracted programs to identify appropriate tools. Aligning WDC-funded programs' academic services to state educational requirements is emphasized. Bidders are encouraged to show alignment with state educational reform standards where applicable (partnerships with public school systems via shared curriculum, instruction delivered by school systems, etc.). There are a variety of strategies that may help youth attain academic skills. The following are examples:

- a. Instruction leading to high school diploma or GED;
- b. Basic skills instruction leading to grade or skill level increase, including English as a Second Language;
- c. Preparation for entry into post-secondary education;
- d. Project-Based Learning with learning objectives tied to academic competencies;
- e. Community and Service Learning; and
- f. Tutoring and/or Study Skills leading to educational success and ultimate school completion.

9. Employer Connections - Bonafide connections to employers are essential in the creation of a system of providers that can effectively assist youth to become highly skilled and employable. Bidders are being asked to demonstrate meaningful employer connections. These connections should lead to placements in employment or continuing education, as well as meaningful exposure to the world of work with resultant measurable skill increases.

Career development experiences should demonstrate meaningful employer involvement. These may be described as structured, supervised, contextual world-of-work experiences, with documented learning outcomes. Work-based learning experiences are those that take place in the context of actual work environments, link to learning outcomes, are developed with employer input, align with industry-specific skill standards and competencies, and are based upon labor market information.

Employment-related activities can include subsidized or unsubsidized work experiences; internships; job shadows; exposure to various aspects of industry; job search assistance, placement and retention; project-based learning; career mentoring; service learning; occupational skill training; and employment opportunities directly linked to academic and/or occupational goals.

Bidders are encouraged to make employer connections to leverage resources in the form of staff, funds for training, wages, operational needs related to training space/equipment, etc.

E. Performance Indicators:

- 1. The following U.S. Department of Labor rules will determine how to count youth participants in the appropriate performance indicator:
 - a. If a participant is served by more than one funding stream, the individual will be counted in more than one set of measures (i.e. a participant served by youth funds and adult

- funds will be counted in the youth measures and adult measures).
- b. Since there are two sets of measures within the youth funding stream, the following rule applies for those served by the youth funding stream: a youth must be included in the set of measures that applies based on their age at registration (i.e. if a youth is between the ages of 14 and 18 at registration, they will be included in the younger youth measures and a youth between the ages of 19-21 at registration will be included in the older youth measures) regardless of how old the participant is at exit.
 - c. Any measures that are assessed at the time of exit (which includes all the core measures except younger youth skill attainment rate and successes in the younger youth diploma/equivalency rate) will be effective when the participant exits all services (definition of exit is provided below). This means that a youth participant who becomes an adult participant will not be held accountable to any of the exit-based youth measures until that participant no longer receives adult program services (as well as any other WIA services).
2. Performance indicators will be used to evaluate the effectiveness of youth programs. Many of these indicators will be calculated well after a participant exits the program. Nevertheless, a contractor will be held to these indicators even if they are calculated after a contract has ended, if the contractor goes on to a successive contract. Also, the federal participant satisfaction index for employers and participants includes adult and dislocated worker program participants and employers. These indicators are monitored by youth programs to ensure overall attainment of targets.
 3. Youth who are enrolled in a “educational service” as defined by the Services, Knowledge, and Information Exchange System (SKIES) will be in a program that leads to a recognized certificate as defined by the Washington State WIA Policy 3690 – Certificates and Credentials Under Common Measures.

II DESCRIPTION OF THE OLYMPIC CONSORTIUM

Proposers must operate within the parameters outlined below. Bids must conform to the service delivery system of career development centers and affiliates. The overall service delivery structure plan allows the options of operating programs in a single county area or multiple county area. **Proposers must offer comprehensive program services.** Comprehensive services are all allowable WIA activities for youth that address a participant's employment barriers.

A. The Service Delivery System

The counties of Kitsap, Clallam and Jefferson, have been designated as a Workforce Investment Area under the Workforce Development Act 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 youths and 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 Workforce Investment Act (WIA) programs. The Olympic Youth Council selects and recommends contract awardees to the OWDC and Consortium Board. The Kitsap County Board of Commissioners was selected by the Consortium and the Workforce Development Council as the Grant Recipient for all WIA programs within the three counties.

B. Delivery of Services

The Olympic Consortium has established three service delivery locations; a Career Development Center in Bremerton serving Kitsap County, an affiliate office in Port Angeles, and one affiliate office in Port Townsend serving Jefferson County. All contractors operating programs under Title I-B of WIA are located at these locations. WIA funding has already been obligated for the rent and operational costs of the Port Angeles and Bremerton locations. The Consortium delegates authority to contractors to determine eligibility for applicants to WIA programs through the RFP process.

III. PROPOSAL SUBMISSION

All responses to this Request for Proposals (RFP) must be complete. All proposals shall be on plain white bond paper (8.5 x 11 inches) and stapled once in the upper left corner. No binding or folders will be accepted. Binder clips may be used to keep pages together. Also, an electronic version of the proposal will be made available on a floppy disk or as a file attachment to an email to Gay Neal, gneal@co.kitsap.wa.us. The electronic version can be in any format that is readable by Microsoft Word 2000 (includes Word 97, WordPerfect 2000, ACSII text). The original response and eight (8) additional copies, including all supporting material, must be sealed in an envelope or box and submitted to:

Kitsap County Purchasing Department
614 Division Street, MS-21
Port Orchard, WA 98366
ATTENTION: WIA Youth Program Proposal

Please ensure that the box or envelope has this address clearly marked on it. Applications must be **received BY 1:00 P.M.**, April 15, 2010

A. Proposal Format:

In order to be considered, proposers must supply all the information requested. The proposal **must** contain the following sections in order:

1. Proposal Cover Sheet. (Attachment A)
2. Proposal Abstract (Attachment B - limited to one page).
3. Program Activities and Services Narrative (limited to 12 typed pages using 12-point font).
4. Organizational Capability Narrative (limited to 2 typed pages using 12-point font - not including resumes and organizational chart).
5. Participant Information Summary Forms (Attachment C, one for each county).
6. Budgets (Attachments D-1, D-2, D-3, one for each county).
7. Compliance Statement and Signature Form (Attachment E).
8. Debarment/Suspension Certificate (Attachment G).
9. Certification Regarding Lobbying (Attachment H).
10. Bonding and Insurance Certificates/Assurances.

B. Proposal Contents:

All responses must contain sufficient information necessary to thoroughly describe the program design and operation. Where proposed activities and services will be the same for both programs, this may be so stated in order to avoid needless duplication of narrative. However, separate information should be provided when requested or where necessary to appropriately reflect differences in design and operation.

1. Proposal Cover Sheet (Attachment A)
Check the boxes that represent the areas you propose to service.
2. Proposal Abstract (Attachment B)
Provide summary of WIA services to be provided, limited to one page.
3. Program Activities and Services Narrative (Limited to 12 pages)
The program narrative should include a thorough description of proposed activities and services. The proposal must enable readers to understand how the applicant intends to use the funds to train eligible individuals.

C. Narrative Content:

The Narrative should include, but is not limited to, the following areas:

1. Describe the local labor market area in which you propose to deliver youth program activities. Include in your description the numbers of eligible youth, numbers of youth with barriers to employment, what those barriers are, demand occupations suitable to youth, training resources for youth.
2. Describe how your proposed activities will fulfill the purposes of the youth program as stated in the Workforce Investment Act Section 129. Address each of the following points:
 - a. "to provide, to eligible youth seeking assistance in achieving academic and employment success, effective and comprehensive activities, which shall include a variety of options for improving educational and skill competencies and provide effective connections to employers;
 - b. to ensure on-going mentoring opportunities for eligible youth with adults committed to providing such opportunities;
 - c. to provide opportunities for training to eligible youth;
 - d. to provide continued supportive services for eligible youth;
 - e. to provide incentives for recognition and achievement to eligible youth; and
 - f. to provide opportunities for eligible youth in activities related to leadership, development, decision-making, citizenship, and community service."
3. Describe how you will provide effective and comprehensive activities, including a variety of options for improving educational and skill competencies, and provide effective connections to employers through the following ten required program elements:
 - a. Tutoring, study skills training, and instruction leading to completion of secondary school (including dropout prevention strategies);
 - b. Alternative secondary school services;
 - c. Summer employment opportunities directly linked to academic and occupational learning. WIA moves the workforce development system away from short-term interventions, instead emphasizing the long term development of young people;
 - d. Paid and unpaid work experiences as appropriate (including internships and job shadowing);
 - e. Occupational skill training;
 - f. Leadership development;
 - g. Adult mentoring;
 - h. Comprehensive guidance and counseling (which may include drug and alcohol abuse counseling and referral).

- i. Supportive services, defined as those necessary to assist the youth to be successful in achieving their goals. This may include transportation, childcare, work-related tools, clothing, etc; and
 - j. Follow-up services for not less than 12 months after the completion of participation.
- 4. Describe how you will provide an effective and comprehensive summer program that will include the following activities:
 - a. Work experience as the core component of this summer employment program. Providers should ensure that participating worksites introduce and reinforce the rigors, demands, rewards, and sanctions associated with holding a job.
 - b. Complementing work experience with classroom-based learning so that the youth are provided with assistance in developing and refining attitudes, values, and work habits which will contribute to their success in the workplace.
- 5. Describe how you plan to work with the Olympic Consortium's One-Stop partner programs to:
 - a. Further skill and academic opportunities for eligible youth.
 - b. Share common resources among the programs for the benefit of youth.
 - c. Implement the WorkSource Membership Card System as part of your service delivery plans.
 - d. Participate in Customer Service Teams and other joint activities.
 - e. Implement and actively participate in the Olympic Consortium Comment Card System and Continuous Quality Improvement efforts.
 - f. Participate in the Consolidated WorkSource Budgeting Process.
- 6. Describe how you will work with the Olympic Workforce Development Council Business Team to:
 - a. Establish a Single Point of Contact.
 - b. Increase employer knowledge and use of the public workforce development system.
- 7. Describe your strategy to encourage women to enter nontraditional training and employment.

8. Describe how the proposed activities will coordinate with local schools to extend learning to the work place and bridge the connection between work and school.
9. What other programs does your agency propose to operate out of the One-Stop Center and what benefits do those programs bring to Workforce Development?
10. Describe the eligibility determination and verification process your agency will use. What is your agency's experience in providing these services?
11. How will non-eligible applicants be referred to other services?

D. Organizational Capability: (Limited to 2 pages)

1. Describe your basic managerial and fiscal structure including program management, accounting, internal controls, program monitoring and evaluation, and any outside contractors to be utilized in the administration of the program. Provide an organizational chart and explain the relationship of your agency to any parent or sponsoring agency.

Briefly describe your agency's past experience in the delivery of comprehensive job training services including providing summer employment opportunities for youth. (Either WIA services or comparable and related services.) Include the names of organizations and contact persons with which your agency held federally-funded employment and training contracts.

2. Summarize the results of your Agency's last audit. Include description of any disallowed costs, questioned costs and administrative findings. The Consortium may request a complete copy of the Audit Report prior to contract award.
3. Attach copies of documents that demonstrate your agency can meet, by July 1, 2010, the insurance and bonding requirements outlined below. If self-insured, a letter from an authorized agency official so stating will substitute for the following.

The County 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 County. Evidence of said liability insurance shall be presented to the County at least 10 days prior to execution of this contract.

The Contractor's insurance policies contain a "Cross Liability" endorsement substantially as follows:

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.

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.

5. Submit these documents:
 - a. Copies of the insurance policies and/or bonding instruments.
 - b. Certificates of insurance and/or bonding.
 - c. Certificates of insurability and/or bonding, from a Washington State banker or insurance company, stating that the proposing agency may obtain the required insurance and bonding prior to July 1, 2010.
6. Summarize the qualifications of key staff members who will implement this proposal. Describe how the staffing level is related to participant service levels and what the average caseload per counselor is.

E. Participant Planning Summary: (Attachment C)

Provide a separate Participant Planning Summary for the First Year (7/1/10 – 6/30/11) and the Summer Program (7/1/10 – 12/31/10) for each county area being proposed. Complete the Summary form in accordance with instructions contained in Section IV. of this package.

F. Budget: (Attachment D)

Provide a separate Budget for the First Year (7/1/10 – 6/30/11) and the Summer Program (7/1/10 – 12/31/10) for each county area being proposed. Complete the Budget in accordance with instructions contained in Section V. of this package.

G. Compliance Statement and Signature Form: (Attachment E)

All applications must contain a Compliance Statement and Signature Form signed by an authorized agency official. The original signature of person authorized to sign for the agency must be on the original copy.

H. Debarment/Suspension Certificate: (Attachment G)

Sign and date in the appropriate places on the form.

I. Certification Regarding Lobbying: (Attachment H)

Sign and date in the appropriate places on the form.

J. Bonding and Insurance Certificates/Assurances:

Provide certificates/assurances described above.

IV. **PARTICIPANT PLANNING SUMMARY**

Bidders must submit a Participant Planning Summary Form, Attachment C. A separate form must be completed for the First Year (7/1/10 – 6/30/11) and the Summer Program (7/1/10 – 12/31/10) for each county served. Instructions on how to fill out the form follow:

A. Program – Type in the name First Year (7/1/10 – 6/30/11) or Summer Program (7/1/10 – 12/31/10).

B. Proposer - Type in the name of the agency submitting the proposal.

C. County - Type in the name of the county - Clallam, Jefferson, or Kitsap.

D. Participant Sections - Enter the number of participants in the appropriate categories by quarter on **a cumulative basis** from quarter to quarter.

V. **PROGRAM/CONTRACT BUDGETING**

A. Cost Reimbursable Contracts/Budgets:

Contractors will receive reimbursement for actual allowable costs of operating the program. The Contractor will bill only for actual and accrued costs to meet immediate cash needs. All costs associated with contract payments will be supported by original documentation charged to appropriate cost classifications and subject to audit.

B. Budget Form Instructions:

Each bidder will complete the proposed Budget form (Attachment D-1), Budget Narrative form (Attachment D-2), and Staff Salary and Benefits Narrative form for the First Year (7/1/10 – 6/30/11) and the Summer Program (7/1/10 – 12/31/10) for each county being proposed. Refer to Attachment F for funding estimates. Instructions on how to fill out the forms follow:

1. Program – Type in the name First Year (7/1/10 – 6/30/11) or Summer Program (7/1/10 – 12/31/10).
2. Proposer - Type in the name of the agency submitting the proposal.
3. County - Type in the name of the county - Clallam, Jefferson, or Kitsap.
4. Quarters 1-4 - For each applicable budget line item, fill in the budget amount for each quarter. **Each quarter is cumulative.** If there are any other miscellaneous account titles, enter the account name and quarterly amounts.
5. Budget Narrative - For the First Year (7/1/10 – 6/30/11) and the Summer Program (7/1/10 – 12/31/10) for each county, fill out a set of corresponding budget narrative pages (Attachment D-2). For each account title used on the budget, there must be a narrative that describes how the budget total was arrived at.
6. Staff Salary and Benefits Narrative (Attachment D-3) - For the First Year (7/1/10 – 6/30/11) and the Summer Program (7/1/10 – 12/31/10) for each county provide information on all staff assigned to the program.

VI. REVIEW AND SELECTION CRITERIA

- A. Basic Minimum Criteria: The absolute minimum requirements of 2. and 3. below must be met before further consideration is given to a proposal.
 1. Proposals will be evaluated according to the information contained within the written proposal. Oral presentation or interviews may be conducted to clarify information contained within the proposal.
 2. Each proposal must meet the submittal requirements of Section III. A. to be considered for funding.
 3. Each proposal meeting the submittal requirements must meet the following minimum requirements:
 - a. The proposal must offer the comprehensive delivery of WIA services compatible with Consortium Service Delivery System identified in Section II.
 - b. The proposal must offer allowable WIA services to eligible participants.
 - c. The agency demonstrates the administrative capability to successfully administer job-training services under WIA.

- d. The agency has demonstrated it has or will be capable of meeting the insurance & bonding requirements of Section IV.

B. Program Design Elements:

Proposals meeting the above minimum technical requirements will be further reviewed for program design elements. Each of the following criteria has equal weight.

1. Logical application of WIA services to the needs of the local population consistent with the local labor market.
2. Adequacy of applicant and participant assessment, counseling and support services.
3. The integration of specific program requirements into the overall service plan such as youth skill attainment, mentoring, leadership training, remediation, etc.
4. Potential effectiveness of the overall service plan.
5. The agency has demonstrated experience indicating likelihood to meet and exceed the performance goals, cost factors, quality of training and characteristics of participants identified in these instructions. If the agency has operated programs for the Consortium in previous years, their actual program performance statistics and monitoring reviews will be a part of this rating factor.

C. Cost/Price Reasonableness:

Proposals will be evaluated for cost/price reasonableness. The price will be judged based on a comparison of prices per placement among competing proposals. Price will also be compared to past prices offered by similar services, if applicable. Cost reasonableness will be judged by means of line item budget analysis. Line items will be reviewed for necessary and reasonable costs. This criteria has equal weight among those listed in B. above.

VII. PROPOSAL REQUIREMENTS

A. 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 Consortium, and it is understood and agreed that the bidder claims no proprietary rights to the ideas

contained therein.

B. Independent Price Determination

The proposer 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. This section does not preclude or impede the formation of a consortium of agencies which intend to respond to this RFP.

C. 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.

D. Rejection of Proposal

No applications (Proposals) submitted under this Request for Proposals (RFP) will be returned for correction or clarification. If the application is incomplete, it will be rejected. Verbal, alternative, and late proposals will not be considered for selection. The Consortium reserves the right to accept or reject any or all proposals received as a result 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 Consortium to do so.

E. Appeal Process

Any agency may appeal the selection of proposals by filing a complaint under the Consortium's Complaint & Grievance System. System procedures may be obtained from the Consortium upon request.

F. Cancellation of Award

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

G. 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.

H. Waivers

The right is reserved by the Consortium to waive specific terms and conditions contained in this Request for Proposals. It shall be understood that any proposal is predicated upon the acceptance of all terms and conditions in the RFP unless the proposer has obtained such a waiver.

I. Nondiscrimination in Programs and Employment

The Olympic Consortium is an equal opportunity employer. Auxiliary aids and services are available upon request to individuals with disabilities.

As a condition to the award of financial assistance under WIA from the Department of Labor, the proposer assures, with respect to operation of the WIA-funded program or activity, that it will comply fully with the nondiscrimination provisions of the Workforce Investment Act of 1998, 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.

The proposer agrees to provide equal opportunity in the administration of the contract, and its subcontracts, purchase orders or other agreements, and in the delivery of services to applicants/participants.

The proposer agrees to make every feasible effort to remove artificial barriers to employment, including, but not limited to, the elimination of sex stereotyping in employment and architectural barriers for the handicapped. Every effort shall be made to employ members of the eligible population in the staffing and administration of the project.

J. Addenda to the Request for Proposals

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all proposers who received the RFP.

K. Publicity

No informational pamphlets, notices, press releases, research reports, or similar public notices concerning this proposal will be released by the proposer without obtaining prior written approval of the Olympic Consortium.

L. Limitation

This Request for Proposals does not commit the Consortium to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies.

M. Signature

The proposal shall be signed by an official authorized to bind the bidder and shall provide the following information: name, title, address, and telephone number of individual(s) with authority to negotiate and contractually bind the bidder, and who may be contacted during the period of proposal evaluation.

N. Contract Award

The Consortium may award a contract based on proposals received; therefore, each proposal should be submitted in the most favorable terms from a budgetary, technical, and programmatic standpoint. The Consortium reserves the right to request additional data, discussion or presentation in support of written proposals.

VIII. CONTRACT GENERAL TERMS AND AGREEMENTS

SECTION I. CONTRACTOR REQUIREMENTS - Contractor agrees to perform the services as set forth in the Statement of Work, Attachment B, as attached herein.

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 into 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. In the event that 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 in excess of 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

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Olympic Consortium, Kitsap County, Jefferson County and Clallam County, and the elected and appointed officials, officers, employees and agents of each of them, from and against all claims resulting from or arising out of the performance of this contract, whether such claims arise from the acts, errors or omissions of Contractor, its subcontractors, third parties, the Olympic Consortium, Kitsap County, Jefferson County or Clallam County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors or omissions any of them may be liable. "Claim" means any loss, claim, suit, action, liability, damage or expense of any kind or nature whatsoever, including but not limited to attorneys' fees and costs, attributable to personal or bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss of use resulting therefrom. Contractor's duty to indemnify, defend and hold harmless includes but is not limited to claims by Contractor's or any subcontractor's officers, employees or agents. Contractor's duty, however, does not extend to claims arising from the sole negligence or willful misconduct of the Olympic Consortium, Kitsap County, Jefferson County or Clallam County, or the elected and appointed officials, officers, employees and agents of any of them. For the purposes of this indemnification provision, Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties.

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. Automobile Liability

The Contractor will maintain commercial automobile liability insurance with a limit of not less than \$1 million each accident combined bodily injured and property damage. The aggregate limit

will be at least \$2 million. Coverage will include owned, hired and non-owned automobiles.

c. 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

Contractor agrees to avoid organizational conflict of interest and the Contractor's employees will avoid personal conflict of interest and the appearance of conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

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

A. Payments

1. Subject to availability of funds, payment under this contract shall not exceed the total amount set forth in the budget.
2. Consortium will make payments within 30 days of the receipt of correctly completed documentation for those services described in this contract.
3. 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.

In the event that 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 and every 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:

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 Washington.
- 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 . This Contract shall expire and terminate on , 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.

IX. SPECIAL TERMS AND CONDITIONS WORKFORCE INVESTMENT ACT (WIA)

A. Program Requirements

1. Workforce Investment Act

Contractor shall comply with the Workforce Investment Act, Public Law 105-220, its regulations, and all applicable provisions.

2. Funding

The Contractor understands that not all funds identified in the contract are finalized between Olympic Consortium and the Employment Security Department, herein referred to as "ESD", and are, therefore, subject to modification.

3. Non-discrimination

The Contractor shall comply with the nondiscrimination and equal opportunity provisions of the Workforce Investment Act as set forth in Section 188 of the Act, and 20 CFR 667.275.

4. Standard Management Information System

The Contractor shall utilize the Workforce Investment Act Standard Management Information System (MIS) forms from the State of Washington for participant documentation including application, eligibility determination, enrollment, termination/placement and follow-up.

5. Meetings and Training

The Contractor shall ensure that appropriate staff, given reasonable notice, will attend meetings and training sessions as requested by the Consortium.

6. Internal Monitoring

The Contractor shall establish internal monitoring procedures in order to ensure compliance with WIA, WIA regulations, State of Washington WIA Policies and provisions of this Contract. A file will be maintained of these monitoring activities.

7. Federal Employee Payment

The Contractor shall certify, on a separate form, that no Federal appropriated funds have been paid or will be paid by or on behalf of the

Contractor, to any Federal employee or representative in connection with any funds received under a Federal financial agreement.

8. Suspension, Debarment, and Lobbying

The Contractor shall certify, on a separate form (Exhibit A), that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. Also, the Contractor, on a separate form (Exhibit B), will certify that it does not use Federal funds for lobbying purposes. Both forms are attached to this Contract.

9. Olympic Consortium's Complaint And Grievance System

Any protest, dispute, or claim not covered by any other process or procedure described in this Contract will be subject to the Olympic Consortium's Complaint And Grievance System.

10. Salary and Bonus Limitations

In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading 'Employment and Training' that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from sub-recipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter number 5-06 for further clarification.

The incurrence of costs and receiving reimbursement for these costs under this award certifies that your organization has read the above special condition and is in compliance.

11. Safeguarding of Client Information

The use or disclosure by any party of any information concerning a program recipient or client for any purpose not directly connected with the

administration of the Contractor's responsibilities with respect to contracted services provided under this Contract is prohibited except by written consent of the recipient or client, his/her attorney or his/her legally authorized representative.

12. Energy Policy and Conservation Act

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

13. Clean Air and Clean Water Acts

The Contractor shall comply with all applicable standards. Orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

14. Small, Minority, and Women-Owned Business Enterprises,

The Contractor shall provide to qualified small, minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Contract.

B. Fiscal Requirements

1. Audit

All Contract payments are subject to audit. The Comptroller General of the U.S., the state, Consortium or the Consortium's agents may perform audits after reasonable advance notice to the Contractor at any time during the Contract period or thereafter. If Contractor violates or permits violation of Contract terms or conditions, Contractor shall repay to the Consortium the amount of funds directly related to the violation. If a Contract cost is disallowed after reimbursement, a debt will be established according to an audit Final Findings and Determination (FF&D) process. Per the Debt Collection Act of 1982, interest shall start accruing after the debt has been established for 30 days and will continue until the debt is settled. The rate of interest assessed shall be the current value of funds to the U.S. Treasury. A penalty charge of six percent a year shall be charged on any portion of the debt more than 90 days past due. In addition, an administrative charge of one percent to cover the costs of

processing and handling delinquent claims shall be assessed. Should the debtor choose to appeal the FF&D, the interest penalty will continue to accrue. The Debt Collection Act of 1982 also allows the use of a debt collection agency to recover any indebtedness owed.

2. Invoice and Reporting Requirements

Contract payments to Contractor shall be requested using an invoice form, which is supplied by the Consortium. Contract payments accrued during the month must be reported to the Consortium, using WIA Monthly Expenditure report form, by the fifteenth (15th) calendar day after the end of the month.

3. Closeout Package

The Contractor shall submit a standard contract closeout package to the Consortium within sixty (60) calendar days after the contract's actual end date, whether the end date is the date stated in this contract or is earlier due to termination by operation of any clause contained in this Contract. Upon closeout the Contractor shall:

- a. immediately refund to the Consortium or otherwise dispose of as directed by the Consortium, any balance of Consortium or federal funds paid to the Contractor in excess of the Contract budget;
- b. submit a complete, up-to-date request for all payments earned under this Contract. Late payment requests will not be honored by the Consortium;
- c. transfer title and possession to the Consortium of all property acquired with contract funds, to the extent that such transfer is required by state provisions;
- d. transfer to the Consortium all participant and project records required by the Consortium for audit purposes or otherwise necessary for continued service to project participants and participating employers and training institutions; and
- e. settle all outstanding liabilities and claims arising out of termination of the Contract.

4. Questioned Costs

The Contractor agrees to be held liable for the repayment of questioned costs arising from acts of commission, omission, intentional violations of the Act, erroneous and or negligent eligibility determinations made by its employees and agrees to be held liable for such costs that are a result of eligibility determination procedures which are contrary to Federal WIA Regulations, State of Washington WIA Policies or WDA Issuances.

- a. Liability may include repayment of questioned costs incurred as a result of an ineligible person's participation in WIA programs. The Contractor assures the Consortium that it has, on hand, sufficient non-WIA funds available in a general or an administrative contingency fund from which repayment of questioned costs could be made.
- b. The Contractor agrees to work with the County in seeking settlements or resolutions of questioned costs and agrees, if necessary, to assist with seeking resolutions of questioned costs from the State of Washington ESD.
- c. In the case of a participant's ineligibility and any associated disallowed costs, which are the result of the participant's misrepresentation, fraudulent intent or acts of omission, wherein information was withheld that was necessary for a correct eligibility determination, the liability will be the participant's. Upon determination by the Consortium that the liability for the disallowed costs is the participant's, the Contractor will make reasonable efforts to secure repayment of those costs from the participant. If the Contractor is unable to collect repayment, the Contractor and the Consortium will mutually share the repayment of disallowed costs when repayment is required by the State of Washington ESD.

5. Allowable Costs

Contractor shall comply with the guidelines set forth in State WIA Provisions and Consortium requirements for all expenditures made under this contract for which reimbursement is to be sought. Contractor shall ensure that the financial management systems used for such expenditures will provide the necessary internal controls, accounting records and reporting systems to meet the prescribed standards. As a minimum, this would include:

- a. Internal controls must provide for separation of duties such that no one individual has control over all aspects of any transaction.

- b. Responsibility for authorizing expenditures and for making payments must be separated.
- c. All expenditures must be supported by original documentation. Supporting documents must be verified for completeness and accuracy prior to any payment by the Contractor. Missing signatures, as in the case of OJT invoices, will be obtained prior to payment.
- d. All invoices will be compared with the contract or other authorization document for propriety and validity prior to payment.
- e. All payments must be made by check.
- f. The accounting records must provide for a separate recording and reporting of all WIA receipts and expenditures, or a separate bank account must be maintained for all WIA funds to provide for such control.
- g. The accounting system must provide a means for reporting of accrued expenditures.
- h. Bank reconciliations will be made monthly by an individual who does not have responsibility for making payments.
- i. The Consortium reserves the right to inspect the Contractor's financial management systems and impose additional accounting requirements to insure that these financial management standards are being met.
- j. In the event that the Contractor earns or receives WIA program income, the income will be tracked and reported separately. All program income will be expended for WIA purposes in accordance with State WIA requirements.
- k. Subcontracting of direct WIA participant services (OJT, WEX, IST, LIT, etc.), are exempt from the subcontracting language cited in the General Terms and Conditions, Section I, Paragraph B.

C. Personnel and Participant Provisions

1. Participant Grievances

Contractor agrees that all WIA participant grievances initiated as a result of this Contract shall be received and resolved in accordance with the

Consortium's WIA Complaint and Grievance System. Contractor shall abide by determinations issued under this System.

2. Participants Trained

Contractor agrees that all WIA participants trained under this Contract shall:

- a. be oriented by appropriate Contractor staff concerning site goals and training conditions, including: (1) attendance and punctuality standards; (2) training which will be made available; and (3) other project expectations. This orientation shall take place during the first week of participation. Participants shall be informed of changes or corrections in the orientation information prior to the change in effective dates;
- b. not be engaged by Contractor or engaged by any training site used by the Contractor, in any political, religious, or lobbying activities;
- c. be adequately supervised during training hours and provided safe training conditions which at a minimum, shall conform to the safety regulations established by the State of Washington;
- d. be assured of workers' compensation benefits including accident insurance at the same level, and to the same extent as others similarly employed who are covered by a workers' compensation system. Where others similarly employed are not covered by an applicable workers' compensation system, each participant will be provided with accident insurance. Participants in classroom training and work experience activities shall be covered by accident insurance; and
- e. pay individuals employed in activities authorized under the Workforce Investment Act (WIA) wages which shall not be less than the highest of: the minimum wage under section 6(a)(1) of the Fair Labor Standards Act of 1938; the minimum wage under the applicable State or local minimum wage law; or the prevailing rates of pay for individuals employed in similar occupations by the same employer.

3. Retirement Systems or Plans

No WIA funds may be used for contributions on behalf of any participant to retirement systems or plans.

4. Displacement of Employed Workers

WIA training programs will not result in the displacement of employed workers, impair existing contracts for services or collective bargaining agreements, infringe upon the promotional opportunities of currently employed individuals, cause a job to be filled by a WIA participant when another individual in the same job is on layoff, or result in the substitution of federal funds for other funds in connection with work that would otherwise be performed.

5. Time and Attendance Records

Contractor shall ensure that daily time and attendance records for WIA participants are kept and maintained by appropriate agencies or employers and shall make such records available to the Consortium upon request.

6. Nondiscrimination and Equal Opportunity

No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity funded in whole or in part by this Contract on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title I-financially assisted program or activity.

The Contractor shall comply with the nondiscrimination and equal opportunity laws described in Section 188 of WIA of 1998, including 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, Title IX of the Education Amendments of 1972; and the Americans with Disabilities Act of 1990.

The Contractor must not discriminate in any of the following areas:

- Deciding who will be admitted, or have access, to any WIA Title I - financially assisted program or activity;
- Providing opportunities in, or treating any person in regard to, such a program or activity; or
- Making employment decision in the administration of, or in connection with, such a program or activity.

The Contractor also ensures that it will comply with 29 CFR, Part 37; including the Methods of Administration (MOA) developed by the state of Washington Employment Security Department and any WIA policies and procedures issued.

The Contractor shall promptly notify the State Equal Opportunity (EO) Officer at the Employment Security Department of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the grounds of race, color, religion, sex, national origin, age, disability, or political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title I-financially assisted program or activity. The State EO Officer will notify the Director, Civil Rights Center (CRC), Office of the Assistant Secretary for Administration and Management, U.S. Department of Labor.

The Contractor shall post the attached "Equal Opportunity is the Law" notice prominently in reasonable numbers and places; shall disseminate the notice in internal memoranda, other written or electronic communications; shall include the notice in handbooks or manuals; make the notice available during orientations and to each participant. A signed copy of the notice will also be made a part of the participant's file. All medical information and/or information regarding a participant's disability must be kept confidential and maintained in a file that is separate from the participant's file.

The Contractor shall include the following Equal Opportunity tagline in recruitment brochures and other materials that are ordinarily distributed or communicated in written and/or oral form, electronically and/or on paper, to staff, clients, or the public at large, to describe WIA Title I financially assisted programs or activities:

"[Insert name of Organization] is an equal opportunity employer and provider of employment and training services. Auxiliary aids and services are available upon request to persons with disabilities."

In the event that one of the parties hereto refuses to comply with the above provision, the General Agreement Section V, TERMINATION clause may be utilized.

7. Collective Bargaining Agreements

Contractor agrees that this Contract or training provided thereunder will not in any way violate or contravene established collective bargaining agreements that have jurisdiction within the geographical area(s) served by this Contract.

8. Pell Grant

In the case of a participant receiving a Pell grant or any other financial assistance such as, the Supplementary Educational Opportunity Grants and College Work-Study Program, the Contractor will ensure that:

- a. The training institution cannot bill or be paid twice for the same expenses;
- b. Costs paid for by WIA and by the Pell entitlement are clearly identified, and
- c. Access by the Consortium, Contractor, and designated federal and state officials is guaranteed to the WIA participant's Pell records.

D. Records Control

1. Maintain Records

- a. Contractor agrees to maintain all records pertinent to Workforce Investment Act grant agreements and contracts, including financial, statistical, property, participant records and supporting documentation in accordance with State WIA requirements.
- b. Records will be stored in a manner to preclude their loss or damage.
- c. Contractor will be responsible for cost of storage.
- d. The Contractor shall document participant progress through work and classroom performance evaluations.
- e. Participant progress and outcomes will be tracked through the MIS. Records must be sufficient to justify all payments claimed and paid under this Contract.
- f. These records shall be preserved and made available to the Consortium and its agents for a period of three (3) years after the

end of the Contract. However, in the event of an audit, records shall be kept by Contractor until the audit is completely resolved.

2. Access Documentation

Access to any books, documents, papers, and records (including computer records) of the Contractor which are directly pertinent to charges to the program, will be granted to designated representatives of the Consortium, the State of Washington, the United States Department of Labor, the Comptroller General of the United States, or any of their duly authorized representatives, in order to conduct audits and examinations, and make excerpts, transcripts, and photocopies; this right also includes timely and reasonable access to Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents (vendor contracts).

3. Staff Time

Contractor shall provide to the Consortium mutually agreed upon amounts of staff time necessary to aid in the performance of contract-related program (a) research; (b) evaluation; (c) monitoring; and (d) completion of project fiscal reviews and audits.

4. Other Grants

Contractor shall submit to the Consortium copies of all requests for federal, state, or local grants that significantly affect this Contract prior to, or concurrently with, submitting the request to the funding source.

5. Consortium Responsibilities

a. WIA Related Information

Provide, upon written request, copies of WIA related information listed in Part A. of the Special Terms and Conditions, paragraphs 1, 3, 4, and 5.

b. Master Form

Supply a master sheet for each required program form.

E. Training Project Requirements

1. Minority Groups

Contractor shall make good faith efforts to not discriminate in the

enrollment of minority groups.

2. Training Options

The Contractor shall provide an appropriate mix of training options for participants including the use of on-the-job training, work experience, institutional skill training, basic skills training, job search training and/or job club. The decision concerning which services to offer a given participant shall be based upon the most effective way to place that individual into unsubsidized employment.

3. Participant Eligibility

All steps necessary to recruit, assess, orient, determine and verify the eligibility of participants are the Contractor's responsibility. Any ineligible participants must be terminated at once, and any costs disallowed due to ineligible participants must be repaid by Contractor, subject to prior provisions regarding the liability of eligibility determinations, unless Contractor does not do the eligibility determination.

4. Service and Performance Goals

- a. The Contractor shall make good faith efforts to achieve the target group service and performance goals outlined in the Contract.
- b. The Consortium may impose sanctions to include corrective action or the withholding of contract payments due the Contractor if goals or progress toward those goals are not within acceptable limits.
 - 1) Acceptable limits are: 90% to 110% of the goal total range for all goals.
 - 2) Where a minimum goal is stated in the Work Schedule, that goal is the minimum acceptable goal as measured at the end of the contract period.

F. Budget and Plan Standards

The Contractor is authorized to receive payments in accordance with the cost reimbursable budgets included under this Contract. The Contractor will comply with the following standards as applicable.

1. Budget Standards

The Contractor is authorized to make expenditures in accordance with the budgets included to this contract. The budgets are construed on a quarterly basis, and are cumulative from one quarter to the next.

- a. Final Quarter - The Contractor shall not make expenditures actual or accrued, in excess of the Total Budget.
- b. All Quarters - Upon completion of each quarter, and subject to 1. above, the Contractor must provide to the Consortium a written explanation of expenditures which are less than 90.0% of, or more than 115.0% of the totals. Reimbursement for actual, or projected expenditures which exceed 115.0% of the quarterly budgeted totals and/or program activity total is subject to approval of the Consortium.
- c. Reimbursement Request - The Contractor shall request funds under this contract utilizing the Olympic Consortium WIA Invoice Form. The Contractor may "bill for accruals" to provide cash for costs incurred during, or prior to, the billing period and should be in amounts to meet only current disbursing needs. The Contractor understands the Consortium requires a minimum of two weeks processing time to issue payment. Reimbursement requests shall not be made more frequently than weekly.
- d. Reports - The Contractor shall, on a monthly basis, submit an accrued expenditure report to the Consortium outlining the program expenditures of funds. This request shall be due on or before the 15th day of the month following such expenditures. On a quarterly basis, the Contractor shall submit a Quarterly Line Item Expenditure Report on a form to be issued by the Consortium. This report is due on or before the 15th day of the month following the quarter being reported.

2. Plan Standards

- a. Each quarter the Consortium will issue a performance analysis. The Contractor, in responding to this analysis will provide, if required, to the Consortium written explanation of plan deviation and any required corrective action if, in any quarter, the following occurs:

If the following falls below 85% of planned level:

- (1) Total participants

- (2) Total exits
- (3) Placement rate at Exit

b. The Consortium reserves the right to require written or verbal explanation and/or corrective action plan regarding any program operation or results at any time. The Contractor has flexibility within each reimbursable line item, but cannot exceed the overall cost category limit.

3. Definitions

- a. Participant - Completion and acceptance by the Consortium of an intake document including the certification of eligibility for WIA and the preparation of an Individual Service Strategy (ISS), including completion of Objective Assessment, screening and determination of appropriate training and services.
- b. Entered Employment at Exit - A placement in unsubsidized employment that occurs after enrollment, after ISS development, and in an occupation identified on the ISS. The individual placed must have received some training focusing on the ISS goals. Receipt of training in the occupational area in which employment is found must be documented in the individual's file folder. Competency gains must be achieved through program participation and be tracked through the Contractor's competency documents.
- c. On-the-Job Training Reimbursements consist of training cost payments to employers, who are under contract to provide on-the-job training for participants, for up to 50.0% of the participant's wages.
- d. Training/Tuition Costs include tools, special clothing, training tuition, training materials, testing fees and other training costs associated with one-the-job training, institutional skills training, limited work experience and basic skills training.
- e. Supportive Services Costs consist of participant support costs paid in accordance with the Act and WIA regulations. Participant support costs include: child care assistance, transportation assistance, health care and medical services and other emergencies.

PROPOSAL COVER SHEET

OLYMPIC CONSORTIUM

YOUTH WORKFORCE DEVELOPMENT

Proposal for

July 1, 2010 through June 30, 2013

Agency: _____

PLACE AN "X" BESIDE THE COUNTY NAME BELOW THAT REPRESENTS THE AREA YOUR PROPOSAL REPRESENTS. FILL IN THE TOTAL FUNDS BOX FOR THE COUNTY SERVED.

First Year - 7/1/10 to 6/30/11

<input type="checkbox"/> CLALLAM	<input type="checkbox"/> JEFFERSON	<input type="checkbox"/> KITSAP
TOTAL FUNDS PER PY	TOTAL FUNDS PER PY	TOTAL FUNDS PER PY
\$	\$	\$

Summer Program 7/1/10 – 12/31/10

<input type="checkbox"/> CLALLAM	<input type="checkbox"/> JEFFERSON	<input type="checkbox"/> KITSAP
TOTAL FUNDS PER PY	TOTAL FUNDS PER PY	TOTAL FUNDS PER PY
\$	\$	\$

PROPOSAL ABSTRACT

TITLE I-B

Responding Organization:

Contact Person:

Title:

Address:

Telephone:

Program Name/Summary of Major Features:

First Year - 7/1/10 to 6/30/11

Total Funds Requested Per Program Year	\$
Total Participants Served Per Program Year	
Average Cost Per Participant Per Program Year	\$

Summer Program 7/1/10 – 12/31/10

Total Funds Requested Per Program Year	\$
Total Participants Served Per Program Year	
Average Cost Per Participant Per Program Year	\$

PARTICIPANT PLANNING SUMMARY FORM

Program:

Proposer:

County:

Participants	Quarter 1	Quarter 2	Quarter 3	Quarter 4
1. Carry-in Participants				
2. New Participants				
3. Total Participants (1 + 2 for Qtr 1 only)				
4. Total Exits				
a. Placed in Employment				
Cost Per Participant (Total Budget/Total Participants)				

BUDGET

Program:

Proposer:

County:

Account Title	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Staff Wages				
Staff Benefits				
Supplies				
Communications				
Staff Travel				
Equipment Rent				
Equipment Expense				
Equipment Purchase				
Premises Rent				
Premises Expenses				
Insurance & Bonding				
Participant Support Services				
Work Experience Wages				
Work Experience Benefits				
Occupational Skill Training				
On-The-Job Training Reimbursement				
Other Miscellaneous - Specify				
Out-of-School Youth Subtotal				
In-School Youth Subtotal				
Total Budget				

BUDGET NARRATIVE

Program:

Proposer:

County:

Briefly describe how you arrived at the line item totals which are contained in your budget.

Account Title	Narrative/Computations
Staff Salaries	
Staff Benefits	
Supplies	
Communications	
Staff Travel	
Equipment Rent	
Equipment Expense	
Equipment Purchase	
Premises Rent	
Premises Expense	
Insurance & Bonding	

Account Title	Narrative/Computations
Participant Support Services	
WEX Wages	
WEX Benefits	
Occupational Skill Training	
On-The-Job Training	
Other Miscellaneous – Specify	

STAFF SALARY AND BENEFITS NARRATIVE

Program:

Proposer:

County:

Position Title/Name of Staff Person	WIA FTE %	Total Salary Amount	Total Benefits Amount	Remaining FTE %	Source(s) of other FTE %
TOTALS					

COMPLIANCE STATEMENT AND SIGNATURE FORM

COMPLIANCE STATEMENT

The _____ hereby certifies
(Name of Proposing Organization)

that the proposed program activities and services contained in this proposal have been designed in compliance with the Request for Proposals (RFP) requirements, the Workforce Investment Act and implementing Federal Regulations.

AUTHORIZED SIGNATURE

Authorized Signature

Name

Title

Agency

Date

FUNDING ESTIMATES**First Year - 7/1/10 to 6/30/11**

COUNTY	Available Amount
CLALLAM COUNTY TOTAL	\$184,000
JEFFERSON COUNTY TOTAL	\$45,000
KITSAP COUNTY TOTAL	\$321,000
CONSORTIUM TOTAL	\$550,000

Summer Program 7/1/10 – 12/31/10

COUNTY	Available Amount
CLALLAM COUNTY TOTAL	\$255,000
JEFFERSON COUNTY TOTAL	\$60,000
KITSAP COUNTY TOTAL	\$435,000
CONSORTIUM TOTAL	\$750,000

NOTE: A minimum of 30% of each County's total will be budgeted for out-of-school youth.

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, 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 into. 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 Nonprocurement 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.]

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.

Contractor Organization

Signature of Certifying Official

Date