

OLYMPIC CONSORTIUM

REQUEST FOR PROPOSAL

2020-108

Adult and Dislocated Worker Programs

Workforce Innovation & Opportunity Act

July 1, 2020 through June 30, 2024

Issued:

Tuesday, February 4, 2020

Submission Deadline:

Monday, March 16, 2020 3:00 PM

Pacific Time

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REQUEST FOR PROPOSAL
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Adult and Dislocated Worker Programs
Workforce Innovation & Opportunity Act (WIOA)

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Olympic Consortium Request for Proposal Summary

Adult and Dislocated Worker Programs

Workforce Innovation & Opportunity Act (WIOA)

The Olympic Consortium is requesting proposals for the comprehensive delivery of adult and dislocated worker services under the Workforce Innovation & Opportunity Act (WIOA) within Clallam, Jefferson and Kitsap counties. Programs will be operated within Consortium One Stop offices and affiliates. Funding for these programs is available under the federal Workforce Innovation & Opportunity Act (WIOA). The contract award period will be from July 1, 2020 through June 30, 2024. The first contract period is July 1, 2020 to June 30, 2021. Subsequent contracts will be issued based on satisfactory performance until the end of the award period. It is anticipated that the initial contracts will be awarded by May 2020.

Eligible applicants must be agencies with experience providing Workforce Innovation & Opportunity Act (WIOA) job training services.

It is estimated that there will be **\$1.2 million** available in Adult and Dislocated program funds for all three counties during the initial funding period of July 1, 2020 to June 30, 2021. Funding amounts in this RFP are **estimates only**. Estimates are subject to federal budgetary policy decisions. Funding of contracts will be according to actual availability of funds. All funding under this RFP is contingent upon the Olympic Consortium's receipt of funds.

This Request For Proposal is available on the Internet at <http://www.kitsapgov.com/purchasing/bids.htm> or by contacting Vicki Martin at: Kitsap County Department of Administrative Services, Buyer, 614 Division Street, MS-07, Port Orchard, Washington 98366, 360.337.4788, fax 360.337.4638, email: vmartin@co.kitsap.wa.us. The Olympic Consortium reserves the right to make unilateral modifications to this RFP to address changes on the state and/or local level. Questions about the program content of the Request for Proposal and the Workforce Innovation & Opportunity Act (WIOA) operations within the Olympic Consortium, contact Alissa Durkin at adurkin@co.kitsap.wa.us.

Adult and Dislocated Worker RFP Planning Schedule

<u>DATE</u>	<u>ACTIVITY</u>
February 4, 2020	RFP Packets for Adult & Dislocated Workers
February 13, 2020, 10:00 am	Bidder's Conference, WorkSource-Kitsap, 1300 Sylvan Way, Bremerton, WA
March 16, 2020 - 3:00 p.m. Pacific Time Deadline	Proposals Received by Kitsap County
March 17, 2020	Staff performs technical review and sends proposals to Proposal Review Committee
March 24, 2020	Proposal Review Committee (made up of WDC members) Evaluates Proposals and Recommends Award(s)
April 7 – April 14, 2020	Olympic Consortium Board and Olympic Workforce Development Council Approve Contract Award(s)
April 15 – 30, 2020	Contract Negotiations with Olympic Consortium staff
July 1, 2020	Program Begins

Note: Dates are subject to change.

Workforce Innovation & Opportunity Act Adult and Dislocated Worker Programs

One of the main purposes of the Workforce Innovation and Opportunity Act (WIOA) is to “increase, for individuals in the United States, particularly those individuals with barriers to employment, access to and opportunities for the employment, education, training, and support services they need to succeed in the labor market, help prepare and place eligible individuals in the best jobs available and commensurate with their abilities.”

Employment should be in good paying positions with adequate benefits. WIOA service agencies provide outreach and recruitment for program applicants, determine eligibility for programs, assess the interest and skill levels of job seekers, link and fund job training activities for seekers, and assist with job placement and follow up with employees for up to 12 months after job placement. All of these activities are provided along with the full range of supportive services necessary for individuals to ensure that they complete their job training.

Adult program services offer the above activities to eligible individuals, 18 and older who are registered into the Workforce Innovation & Opportunity Act program. The priority of service is: veterans and their eligible spouses, recipients of public assistance, and low-income residents.

Dislocated worker program services also consist of the same activities available to adults, but they are eligible by being dislocated from a job.

The services described above will be provided in an integrated service delivery environment which means co-enrollment of the job seeker into relevant and eligible programs along with a seamless approach to services offered.

Description of the Olympic Consortium

Proposers must operate within the parameters outlined below. Bids must conform to the service delivery system of one-stop centers and affiliate sites.

The Service Delivery System

The counties of Kitsap, Clallam and Jefferson, have been designated as a Workforce Development Area under the Workforce Innovation & Opportunity Act (WIOA) by the Governor of the State of Washington. The three counties have established the Olympic Consortium for the purpose of planning and operating a comprehensive employment and training system for disadvantaged 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 WIOA programs. The Kitsap County Board of

Commissioners was selected by the Consortium and the Workforce Development Council as the Grant Recipient for all WIOA programs within the three counties.

Delivery of Services

The Olympic Consortium has established four service delivery locations; a full-service WorkSource office in Bremerton, an affiliate WorkSource office in Port Orchard, a full-service office in Port Angeles, and one affiliate office in Port Hadlock. All contractors operating programs under WIOA are located at these locations. WIOA funding has already been obligated for the rent and operational costs of the Port Angeles, Port Hadlock and Bremerton locations. The Consortium delegates authority to contractors to determine eligibility for applicants to WIOA programs through the RFP process.

Eligible Individuals

In accordance with the Workforce Innovation & Opportunity Act (WIOA), an eligible Adult is defined as an individual who at the time of application:

- Is not less than 18 years of age; and
- Is a United States Citizen or eligible non-citizen; and
- For males born after December 31, 1959, registered for Selective Service.

Priorities for Service:

- First priority shall be given to program eligible covered persons, (veterans and eligible spouses) who are recipients of public assistance or basic skills deficient.
- Second priority of service shall be given to other low-income individuals (non-covered persons), recipients of public assistance, or basic skills deficient who are eligible for individualized career or training services based on eligibility criteria.
- Third Priority shall be given to program eligible covered persons (veterans and eligible spouses) who are not low-income, are not recipients of public assistance, and not basic skills deficient.
- Fourth priority shall be given to any other program-eligible unemployed or employed individuals in need of career or training services to obtain or retain employment that leads to self-sufficiency.

Dislocated Workers are 18 years old and older meeting the adult criteria above and:

- Recently lost a job through no fault of their own and are unlikely to return to their previous occupation or industry and is eligible for or has exhausted entitlement to unemployment compensation or is not eligible for unemployment compensation but can show attachment to the workforce of sufficient duration.
- Are about to be laid off due to a plant closure or mass layoff
- Are formerly self-employed but now unemployed because of general economic conditions or natural disaster
- Meet the definition of a displaced homemaker. Displaced homemakers are equally eligible for Dislocated Worker Services if they have been dependent on the income of a family member but are no longer supported by that income and if they are experiencing difficulty obtaining or retaining employment.
- Is a non-retiree military service member who was discharged or released from service under other than dishonorable, or has received a notice of military separation. Note: military members within 90 days of planned separation can receive Dislocated Worker career basic services only.
- Is a spouse of a member of the armed forces on active duty, and who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member, or who is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment. Note: a military spouse may also qualify as a displaced homemaker

Services to Be Provided

Career Services are available to **all** Adults and Dislocated Workers and include but are not limited to, the following:

- Determination of eligibility to receive additional services;
- Outreach, intake and orientation to the information and other services available through the WorkSource system (includes acting as a broker);
- Initial assessment of skill levels, aptitudes, abilities, and supportive service needs (including literacy, numeracy, and English language proficiency);
- Labor exchange services, including job search and placement assistance, career counseling, provision of information on in-demand industry sectors and occupations and nontraditional employment, and appropriate recruitment and other business services on behalf of employers;
- Provision of referrals to and coordination of activities with other programs and services within the one-stop system;
- Employment statistics information relating to local, regional, and national labor market areas, including job vacancy listings, information on job skills necessary for these positions, and information relating to local occupations in demand and the earnings and skill requirements for these occupations;
- Performance history and program cost of eligible providers of training services;
- Consumer information regarding local performance, supportive services, how to file unemployment compensation claims, assistance available in the way of child care, child support, medical or child health assistance, benefits under the Supplemental Nutrition Assistance Program (SNAP), assistance through the Temporary Assistance for Needy Families (TANF) and assistance through the earned income tax credit;
- Follow-up services, including counseling regarding the workplace, for participants in WIOA activities who are placed in unsubsidized employment, for not less than 12 months after the first day of the employment, as appropriate.
- Comprehensive and specialized assessments of a customer's skill level and service needs, which may include diagnostic testing and the use of other assessment tools;
- In-depth evaluation to identify employment barriers and employment goals;
- Development of an individual employment plan to identify appropriate objectives and combination of services for the customer to achieve the employment goals;
- Group and individual counseling;
- Individualized career planning;
- Case management for participants seeking intensive and training services;
- Short-term prevocational services including development of skills in learning, communication, interviewing punctually, personal maintenance, and professional conduct to prepare individuals for unsubsidized employment or training;
- Internships and work experiences that are linked to careers;
- Workforce preparation activities;
- Financial literacy services;

- English language acquisition and integrated education and training programs;
- Supportive services such as childcare, transportation, and work-and training related expenses, and
- Follow-up services for participants who are placed in unsubsidized employment, for not less than 12 months after the first day of employment.

Training Services for eligible individuals are provided through Individual Training Accounts (ITA) vouchers that can be used at any eligible training provider. Training includes:

- Occupational skills training, including training for nontraditional employment;
- On the Job Training
- Incumbent worker training as authorized by the Olympic Consortium Board and Olympic Workforce Development Council;
- Programs that combine workplace training with related instruction, which may include cooperative education programs;
- Training programs operated by the private sector;
- Skills upgrading and retraining;
- Entrepreneurial training;
- Transitional jobs as authorized by the local Olympic Consortium Board and Olympic Workforce Development Council;
- Job readiness training;
- Adult education and literacy activities provided in combination with other training services; and
- Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

Supportive Services are intended to ensure an individual to participate in program activities and to secure and retain employment. Examples include: assistance with local transportation costs; childcare and dependent care costs; housing and food; assistance with books, fees, school supplies; assistance with uniforms or other appropriate work attire and work-related tools.

Priority of Service – Priority will be given to veterans and eligible spouses of veterans, recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient.

Performance Indicators

Federal performance measures that apply to Adult and Dislocated Workers are as follows:

- **Entered Employment Rate** – the number of participants who are employed in the second quarter after the exit quarter divided by the number of participants who exit during that same exit quarter.

- **Employment Retention Rate** –the number of participants who are employed in the fourth quarter after the exit quarter divided by the number of participants who exited during the same exit quarter who were placed in a job during the second quarter after exit. Participants who were not employed the second quarter after exit are excluded from the measure,
- **Average Earnings** – of those employed in the second quarter after the exit quarter, total post program earnings (Q2 after exit) divided by the number of customers who exited during the same exit quarter. Participants who were not employed the second quarter after exit are excluded from the measure.

State performance measurers that apply to Adult and Dislocated Workers are as follows:

- **State Employment Measure** – all participants who exit the program regardless of their employment status at registration, and are not enrolled in school in the third quarter after exit, divided by all participants who exit the program.
- **State Earnings Measure** – Ranks third quarter earnings for those participants who exit the program (highest to lowest to determine median quarterly earnings annualize the quarterly median wage by multiplying by four).
- **State Credential Measure** – the number who attained a credential within three quarters after exit divided by the total number of participants who exit the program.
- **Participant Customer Satisfaction** – the weighted average of participant rating on each of the three questions regarding overall satisfaction is reported on a 1-100 point scale. The score is a weighted average, not a percentage.

Proposal Requirements & Submission Instructions

All proposals must meet the following criteria:

- At a minimum, all proposals must include services to one county, operated within Consortium One Stop offices and/or affiliate offices and one program, Adult and/or Dislocated Worker. Services can be for a part of or all of the
- county's eligible population as long as it is demonstrated in the proposal that county's total eligible population is able to be served.
- Eligible proposers must have experience in providing services under the Workforce Innovation & Opportunity Act (WIOA).
- All eligible proposers must be able to demonstrate, when requested, that they have satisfactorily met Workforce Innovation & Opportunity Act (WIOA) contract performance standards and federal and state performance measures.
- All proposals will offer comprehensive services which include career services and training services as defined by the Workforce Innovation & Opportunity Act (WIOA).
- All proposed programs will be located at a Consortium WorkSource One Stop and/or Affiliate office.

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. Submittal should include one (1) original and four (4) copies with one electronic form (CD/disk) all supporting material must be sealed in an envelope or box and submitted to:

Please submit by mail to:

Vicki Martin, Buyer
Kitsap County Purchasing
614 Division Street, MS-7
Port Orchard, WA 98366

OR

For hand delivery, express , or

Vicki Martin, Buyer
Kitsap County Administration
Purchasing Office – Fourth Floor
619 Division Street
Port Orchard, WA 98366

Please ensure that the box or envelope has this address clearly marked on it. Applications must be **received BY 3:00 p.m. Pacific Time, Monday, March 16, 2020.**

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. Organizational Capability Narrative (limited to 2 typed pages using 12-point font).
3. Program Activities and Services Narrative (limited to 10 typed pages using 12-point font).
4. Participant Information Summary Forms (Attachment B, one for each county and program).
5. Budgets (Attachments C-1 and C-2, one for each county and program).
6. Debarment/Suspension Certificate (Attachment E).
7. Certification Regarding Lobbying (Attachment F).

B. Proposal Contents:

All responses must contain sufficient information necessary to thoroughly describe the program design and operation.

1. Proposal Cover Sheet (Attachment A)
Check the boxes that represent the areas you propose to service. 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.
2. Organizational Capability: (Limited to 2 pages)
Describe your agency's past and current experience in the delivery of comprehensive Workforce Innovation & Opportunity Act (WIOA) job training services. Also, describe your agency's ability to meet or exceed performance standards under the Workforce Innovation & Opportunity Act.
3. Narrative Content: (Limited to 10 Pages)
Describe how you will provide effective and comprehensive services for Adults and/or Dislocated Workers from time of job seeker outreach through to follow-up services.

4. Participant Planning Summary: (Attachment B)
Provide a separate Participant Summary for each county area and each program (Adult and Dislocated Worker) being proposed. Bidders must submit a Participant Planning Summary Form, Attachment C as follows:
 - a. Proposer: Type in the name of the agency submitting the proposal.
 - b. County: Type in the name of the county - Clallam, Jefferson, or Kitsap.
 - c. Program: Adult or Dislocated Worker
Participant Sections: Enter the number of participants in the appropriate categories by quarter.

5. Budget: (Attachment C-1 and C-2)
Provide a separate Budget for each county area and each program (Adult and Dislocated Worker) being proposed. 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.

Each bidder will complete the proposed budget form (Attachment C-1) and budget narrative form (Attachment C-2) for each county and each program proposed. Refer to Attachment D for funding estimates. Instructions on how to fill out the forms follow:
 - a. Proposer - Type in the name of the agency submitting the proposal.
 - b. County - Type in the name of the county - Clallam, Jefferson, or Kitsap.
 - c. Program – Adult or Dislocated Worker.
 - d. Quarters - For each applicable budget line item, fill in the budget amount for each quarter.
 - e. Budget Narrative - For each county and program, fill out a set of corresponding budget narrative pages (Attachment C-2). For each account title used on the budget, there must be a narrative that describes how the budget total was arrived at.

6. Debarment/Suspension Certificate: (Attachment E)
Sign and date in the appropriate places on the form.

7. Certification Regarding Lobbying: (Attachment F)
Sign and date in the appropriate places on the form.

Selection Criteria

Basic Minimum Criteria:

The staff of the Olympic Consortium will review each proposal received by the closing date and time. Proposals that do not meet the closing date and time requirements will be returned unopened to the bidder. Proposals that:

- a) do not comply with the requirements of the RFP and/or,
 - b) do not demonstrate an understanding of the objectives of the RFP,
- will be judged non-responsive and disqualified from further consideration.

Program Design Elements:

Proposals meeting the above minimum technical requirements will be further reviewed for program design elements. Each proposal received by the review committee will be objectively evaluated and scored based on, but not limited to, the following weighted criteria:

1. Organizational Capability: 20 points
Factors include clarity, program management, organizational capacity, including the ability to collect and manage data; staffing levels, experience and qualifications; knowledge of local area; and the organization's record of integrity, business ethics, fiscal accountability, and technology capabilities.
2. Program Design: 45 points
Factors include clarity, completeness and quality of the overall service design and delivery plan and the specific strategies regarding providing Adult and/or Dislocated Worker employment programs and connection/integration with the One-Stop system.
3. Participant Planning and Project Goals: 15 points
Factors include performance outcomes that address program purposes and participant characteristics that meet program specifications.
4. Price and Reasonableness of Cost: 20 points
Factors for review will include the level of service to participants in relationship to funds available, allocation of staff and overhead funds in comparison to participant training and support funds, leverage of non-WIOA resources.

Pre-Award Evaluation

Proposers who are selected for funding may be required to provide the following documentation prior to grant award:

- A. Summary of the results of your Agency's last audit. Including 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.
- B. Copies of documents that demonstrate your agency can meet, by July 1, 2020, the insurance and bonding requirements outlined below. If self-insured, a letter from an authorized agency official so stating will substitute for the following.
 - 1. 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.
 - 2. The Contractor's insurance policies contain a "Cross Liability" endorsement substantially as follows:
 - 3. 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.
 - 4. The Contractor will maintain commercial automobile liability insurance with a limit of not less than \$1 million each accident combined bodily injury and property damage. The aggregate limit will be at least \$2 million. Coverage will include owned, hired and non-owned automobiles.
 - 5. 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.

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 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 WIOA regulations or Department of Labor policy determinations make it necessary to substantially change the project purpose, 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 WIOA from the Department of Labor, the proposer assures, with respect to operation of the WIOA-funded program or activity, that it will comply fully with the nondiscrimination provisions of the Workforce Innovation & Opportunity Act (WIOA), including the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 38. 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.

GENERAL AGREEMENT

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. This provision shall survive expiration or termination of this contract.

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 39.26.190.

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

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

Payments

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

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

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

SECTION III. RELATIONSHIP OF THE PARTIES

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

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

In the event that any of the Contractor's employees, agents, 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:

Contractor Name
Address

Alissa Durkin, Program Supervisor
Olympic Workforce Development Area
Kitsap County Human Services
614 Division St., MS-23
Port Orchard, WA 98366-4676

SECTION X. PAYMENTS

- A. All payments to be made by the Consortium under this Contract shall be made to: _____, _____, City of _____, County of _____, state of _____
- B. This contract shall not exceed the total amount indicated on the cover sheet of this contract and any subsequent modifications hereof.
- C. Contractor agrees to participate in and be bound by determinations arising out of the Consortium's disallowed cost resolution process.

SECTION XI. DURATION

The Contractor is authorized to commence providing services pursuant to this Contract commencing July 1, 2020. This Contract shall expire and terminate on June 30, 2021, 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.

Attachment A – Special Terms and Conditions

SPECIAL TERMS AND CONDITIONS

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

A. *Program Requirements*

1. Workforce Innovation and Opportunity Act

Contractor shall comply with the Workforce Innovation and Opportunity Act, Public Law 113-128, 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 Innovation and Opportunity Act as set forth in Section 188 of the Act.

4. Standard Management Information System

The Contractor shall utilize the Workforce Innovation and Opportunity Act Management Information System (MIS) 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 WIOA, WIOA regulations, State of Washington WIOA 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 2 CFR 200. 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 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 Controller 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. Audit Requirements

Independent Audits will be submitted annually to the Kitsap County Department of Human Services in the following manner:

The Contractor shall acquire a financial audit by an independent auditing firm to determine, at a minimum, the fiscal integrity of the financial transaction and reports of the Contractor. Copies of the audit and management letter shall be submitted to Kitsap County Department of Human Services within nine (9) months of the end of the Contractor's fiscal year.

The Contractor shall provide an independent audit of the entire organization which:

- a. Is performed by an independent Certified Public Accountant, the Washington State Auditor's Office, or another entity, which the County and Contractor mutually agree will produce an audit which meets the requirements described in items B and C below.
- b. Provides statements consistent with the guidelines of AICPA SOP 78-10, Reporting for Other Non-Profit Organizations.
- c. Is performed in accordance with generally accepted auditing standards and with Federal Standards for Audit of Governmental Organizations, Programs, Activities and Functions, and meeting all requirements of 2 CFR Chapter I and Chapter II, Part 200 as applicable for agencies receiving federal funding in the amount of \$750,000 or more during their fiscal year.
- d. The Contractor shall submit two (2) copies of the audit and the management letter directly to the County immediately upon completion. The audit must be accompanied by documentation indicating the Contractor's Board of Directors has reviewed the audit.

3. 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 WIOA Monthly Expenditure report form, by the fifteenth (15th) calendar day after the end of the month.

4. 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.

5. 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 WIOA Regulations, State of Washington WIOA Policies or WDA Issuances.

- a. Liability may include repayment of questioned costs incurred as a result of an ineligible person's participation in WIOA programs. The Contractor assures the Consortium that it has, on hand, sufficient

non-WIOA 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 participants ineligibility and any associated disallowed costs, which are the result of the participants misrepresentation, fraudulent intent or acts of omission, wherein information was withheld that was necessary for a correct eligibility determination, the liability will be the participants. 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.

6. Allowable Costs

Contractor shall comply with the guidelines set forth in State WIOA 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 WIOA receipts and expenditures, or a separate bank account must be maintained for all WIOA 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 ensure that these financial management standards are being met.
- j. In the event that the Contractor earns or receives WIOA program income, the income will be tracked and reported separately. All program income will be expended for WIOA purposes in accordance with State WIOA requirements.
- k. Subcontracting of direct WIOA 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 WIOA participant grievances initiated as a result of this Contract shall be received and resolved in accordance with the Consortium's WIOA Complaint and Grievance System. Contractor shall abide by determinations issued under this System.

2. Participants Trained

Contractor agrees that all WIOA 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 Innovation and Opportunity Act (WIOA) 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 WIOA funds may be used for contributions on behalf of any participant to retirement systems or plans.

4. Displacement of Employed Workers

WIOA 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 WIOA 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 WIOA 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 Innovation and Opportunity Act (WIOA), 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 WIOA Title I-financially assisted program or activity.

- The Contractor shall comply with the nondiscrimination and equal opportunity laws described in Section 188 of WIOA, 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 WIOA 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 WIOA regulations; including the Methods of Administration (MOA) developed by the state of Washington Employment Security Department and any WIOA 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 Innovation and Opportunity Act (WIOA), 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 WIOA Title I-financially assisted program or activity. The State EO Officer will notify the Local EO Officer, Director, Civil Rights Center (CRC), Office of the Assistant Secretary for Administration and Management, and U.S. Department of Labor.

The Contractor shall post the attached English and Spanish "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, maintained in a file that is separate from the participant's file and placed in a locked drawer.

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 WIOA Title I financially assisted programs or activities:

"[Insert name of Organization] is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals 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. Assurances

The Olympic WDC and the Grantee agree that all activity pursuant to this Grant Agreement will be in accordance with all applicable current or future federal, state and local laws, rules and regulations.

The Grantee shall conduct the program in accordance with the existing or hereafter amended Workforce Innovation and Opportunity Act (WIOA), the U.S. Department of Labor's regulations relating to WIOA, and the Washington State WIOA Policies.

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I—financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national

origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

8. 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.

9. 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 WIOA 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 WIOA participant's Pell records.

D. *Records Control*

1. Maintain Records

- a. Contractor agrees to maintain all records pertinent to Workforce Innovation and Opportunity Act grant agreements and contracts, including financial, statistical, property, participant records and supporting documentation in accordance with State WIOA 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. WIOA Related Information

Provide, upon written request, copies of WIOA 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.

- 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 WIOA 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 WIOA, and the preparation of a training plan, including completion of an objective assessment, screening and determination of appropriate training and services.
- b. Entered Employment at Exit - A placement in unsubsidized employment that occurs after enrollment. 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.
- d. Training/Tuition Costs - Include tools, special clothing, training tuition, training materials, testing fees and other training costs associated with on-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 WIOA regulations. Participant support costs include: child-care assistance, transportation assistance, health care and medical services and other emergencies.

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.

(Example – Do not Sign)

Name and Title of Authorized Representative

(Example – Do not Sign)

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 Non-procurement List (Tel. #).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is

normally possessed by a prudent person in the ordinary course of business dealings.

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

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

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

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

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

(Example – Do not Sign) _____
Signature of Certifying Official

Date

**Proposal Forms
Cover Sheet
Adult and Dislocated Programs**

Attachment A

Responding Organization:

Contact Person:

Title:

Address:

Telephone:

Email:

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

<input type="checkbox"/> CLALLAM	<input type="checkbox"/> JEFFERSON	<input type="checkbox"/> KITSAP
Adult Funds	Adult Funds	Adult Funds
\$	\$	\$
Dislocated Worker Funds	Dislocated Worker Funds	Dislocated Worker Funds
\$	\$	\$
TOTAL FUNDS	TOTAL FUNDS	TOTAL FUNDS
\$	\$	\$

COMPLIANCE STATEMENT

The (insert name of proposing agency) hereby certifies 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 Innovation & Opportunity Act (WIOA) and implementing Federal Regulations.

Authorized Signature

Title

Date

Participant Planning Summary Form

Proposer:

County:

Program:

Participants	7/1/20 – 9/30/20	10/1/20 – 12/31/20	1/1/21 – 3/31/21	4/1/21 – 6/30/21
Total Participants				
Program Exits				
Placements				

The following Performance Indicators will be some of the contractual factors used to evaluate the effectiveness of Adult and Dislocated Worker Programs.

Performance Indicators	Proposed
Placement Rate (Placements at time of Exit / Total Exits)	%
Cost Per Participant (Total 4 th Qtr Budget/Total Participants in 4 th Qtr)	\$

Budget

Proposer:

County

Program:

Account Title	7/1/20 – 9/30/20	10/1/20 – 12/31/20	1/1/21 – 3/31/21	4/1/21 – 6/30/21
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				
Total Budget				

Budget Narrative

Proposer _____

County _____

Program _____

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	

Attachment C-2 (continued)

Budget Narrative

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

Funding Estimates

WIOA Formula Funds (July 1, 2020 to June 30, 2021)

County/Program	Available Amount
Clallam County/Adult	\$199,200
Clallam County/Dislocated Worker	206,000
CLALLAM COUNTY TOTAL	\$405,200
Jefferson County/Adult	\$72,000
Jefferson County/Dislocated Worker	67,000
JEFFERSON COUNTY TOTAL	\$139,000
Kitsap County/Adult	\$420,300
Kitsap County/Dislocated Worker	246,500
KITSAP COUNTY TOTAL	\$666,800
CONSORTIUM TOTAL	\$1,211,000

**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).

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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

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[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 sill 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.
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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