



OLYMPIC CONSORTIUM

REQUEST FOR PROPOSALS

2024-016

Workforce Innovation & Opportunity Act (WIOA)

Title I Adult and Dislocated Worker

July 1, 2024 through June 30, 2025

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

Issued:

February 20, 2024

Submission Deadline:

April 17, 2024, by 4:00 PM Pacific Time

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

The local WIOA Title I Adult & Dislocated Worker program is supported by the USDOL Employment and Training Administration. The estimated \$1 million is financed by the Program Year 2024 Adult and Dislocated Worker allocation of Federal funds to Olympic Consortium.

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SECTION I: RFP OVERVIEW AND BACKGROUND

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

Proposals should showcase an understanding and proven capability to bolster strategies aimed at assisting eligible WIOA Title I Adult and Dislocated Workers with barriers to employment prepare for post-secondary education and employment opportunities, attain educational and/or skills training credentials, and secure quality employment with career/promotional opportunities that lead to self-sufficiency wages.

The subrecipient selected through this RFP will collaborate with the Olympic Workforce Development Council and its partners to be at the forefront of the one-stop system, providing innovative and integrated services for the WIOA Title I Adult and Dislocated Worker Programs.

Target Population: Individuals aged 18 and older seeking employment or skill enhancement, and who meet WIOA Title I eligibility requirements as defined in WIOA legislation, state and local policy, especially those who have lost their jobs through circumstances such as layoffs or plant closures. To learn more, visit [DOL Employment and Training Administration WIOA Adult and Dislocated Worker Program](#).

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

Estimated Subaward Amount: For planning purposes, it is estimated there will be **\$1 million** available for all three counties. Bidder(s) must apply for funding for all allocation categories. Funding allocations are as follows:

- **Adult Services: \$527,000**
- **Dislocated Worker Services: \$519,000.**

Funding amounts in this RFP are **estimates only**. Estimates are subject to federal budgetary policy decisions. Funding of contracts will be according to actual availability of funds. All funding under this RFP is supported by the USDOL Employment and Training Administration and is contingent upon the Olympic Consortium's receipt of funds.

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

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

RFP Timeline

DATE & TIME	ACTIVITY
February 20, 2024	Release of RFP Packet
March 5, 2024, 11:00 a.m. to 1:00 p.m. PST	Virtual Bidders Conference
April 5, 2024, by 4:00 p.m. PST	Question & Answer Submission Deadline
April 17, 2024, by 4:00 p.m. PST	Proposals Due
April 19, 2024	Proposal Review Committee Evaluates Proposals
May 9, 2024	Olympic Workforce Development Council Executive Committee Reviews Proposal Review Committee selected Award(s)
May 17, 2024	Announcement of Selected Award(s)
May 17 - 24, 2024	Appeals Window
May 28, 2024	Contract Negotiations with selected Award(s)
July 1, 2024	Contract Begins with Successful Award(s)

Note: Dates are subject to change

Olympic Consortium and Olympic Workforce Development Council

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

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

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

The Olympic Workforce Development Council's role extends beyond overseeing WIOA or the regional workforce development system. We aim to broaden service access in rural areas, support BIPOC communities, collaborate with education and training providers, and highlight rapid response initiatives. This includes outlining the diverse range of programs, services, and activities offered within our region.

Workforce Innovation and Opportunity Act (WIOA)

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

1. Increase access to and opportunities for employment, education, training, and support services for individuals, particularly those with barriers to employment.
2. Support the alignment of workforce investment, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system.

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

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

Subrecipient Designation

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

SECTION II: WIOA TITLE I ADULT AND DISLOCATED WORKER PROGRAM

Service Design

The selected bidder(s) through this RFP will implement an innovative and proven workforce development model, driven by the needs of employers and the availability of career opportunities, to deliver WIOA Title I Adult and Dislocated Worker Program Services and Support within our region. The proposed model must align with the principles and requirements of WIOA and the Olympic Workforce Development Council's focus on redefining service delivery, emphasizing collaboration, accessibility, and the alignment of quality jobs with the skills and talents of job seekers to meet employer labor demands.

The selected bidder's responsibilities will encompass:

- Provide extensive services that utilize all possible resources to address the needs and obstacles individuals face in accessing employment, particularly disadvantaged individuals or communities.
- Employer Engagement to evaluate workforce needs and align job seekers or potential candidates with desired skills and abilities.

- Comprehensive outreach and recruitment strategies designed to engage a diverse range of job seekers.
- A level of contact and engagement with customers/clients ensuring needs are met and outcomes are achieved.
- Monitor key performance indicators and use data analytics to enhance efficient service delivery, promote innovation, and facilitate continuous improvement.
- Adherence to the Olympic Consortium's Strategic Workforce Development Plan.

Eligibility & Enrollment Requirements

The selected bidder(s) must follow WIOA guidelines, state policies, and Olympic Workforce Development Council policies in making eligibility determinations and enrolling individuals into the WIOA Title I Adult and Dislocated Worker Program Services.

Eligibility Requirements include:

- U.S Citizen or otherwise legally entitled to work in the U.S.
- Age verification Adult and Dislocated Worker 18 or older
- Selective Service Registration (males who are 18 or older and born on or after January 1, 1960, unless an exception is justified)

Enrollment refers to the completed process by which an eligible participant has been referred for WIOA services and for whom has completed required documents and entered into Statewide Management Information System, Efforts to Outcomes (ETO). If an individual is not eligible for WIOA services, the individual must be referred to an appropriate vocational, educational, or community partner agency for assistance. The selected bidder(s) will comply with all federal, state, and local guidance and regulations regarding priority of service. Priority groups include:

- Individuals who are low-income and/or receiving public assistance
- Veterans and eligible spouses
- Individuals with disabilities
- Displaced workers, including those who have been laid off or terminated from their jobs

The Olympic Workforce Development Council is dedicated to ensuring that all individuals have equitable access to programs and services. Section 188 of WIOA, which prohibits discrimination against individuals in the United States on the basis of race, color, religion, sex, national origin (including English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I financially assisted program or activity.

Career Services

The selected bidder(s) must offer WIOA Title I eligible Adult and Dislocated Workers per WIOA Section 134(c)(2)(A), in collaboration with Olympic Consortium One-Stop System partners, Career Services , that create opportunities for economic and career success,

and connect jobseekers with employer-driven placement, education, and training options.

The selected bidder will move individuals through the array of career services defined in WIOA Section 134(c)(2)(A), based on their skills and needs, providing basic, individualized, and follow-up career services. Basic and individualized career services do not have to follow a sequence; rather, they are defined to allow a varied approach to services that meets the needs of a range of job seekers. In planning and delivering career services, the selected bidder will employ an evidence-based triage process that effectively assesses jobseekers to determine and provide the most appropriate career services.

Basic Career Services

Basic career services are universally accessible and must be made available to all individuals seeking employment and training services in the Olympic Consortium One-Stop System. Basic career services include:

- Eligibility determination for WIOA Title I Adult and Dislocated Worker Program
- Outreach, intake, and orientation to information and other services available through the one-stop system
- Initial assessment of skill levels including literacy, numeracy, and English language proficiency, aptitudes, abilities (including skill gaps) and supportive services needs
- Labor Exchange services including job search and placement assistance
- Provision of referrals to and coordination of activities with other programs and services, including programs and services within the one-stop system, and when appropriate, other workforce development programs
- Provisions of workforce and labor market employment statistics information
- Provision of performance information and program cost information
- Provision of information on supportive services including referrals to those services
- Provision of information and assistance regarding filing claims for unemployment compensation
- Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA

Individualized Career Services

Individualized Career Services must be made available (if determined to be appropriate in order for an individual to obtain or retain employment). Individualized Career Services include:

- Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers
- Development of an individualized employment plan
- Group counseling
- Individual counseling

- Career planning
- Short-term pre-vocational services
- Internships and work experiences that are linked to careers
- Workforce preparation activities
- Financial literacy services
- Out-of-area job search assistance and relocation assistance
- English language acquisition and integrated education and training programs

Follow-up Services

Follow-up services must be provided, as appropriate, for participants who have exited WIOA Title I Adult and Dislocated Worker programs into unsubsidized employment. Follow-up services are available to those who have opted in, for up to 12 months after the first day of employment, including counseling regarding the workplace.

Training Services

Training Services can be critical to the employment success of many adult and dislocated workers. The selected bidder(s) will be responsible for implementing an approach to training services that's coordinated with the Olympic Consortium's Strategic Workforce Development Plan, and that's driven by the needs of local employers and aligned with in-demand industry career pathways. Trainings are provided through a variety of contract mechanisms:

- Individual Training Account- payment agreement establishes by the local workforce development board on behalf of a participant with a training provider and may be used to pay for any allowable type of training, as long as the program of training services is on the state eligible training providers (ETP) list.
- On-the-job Training (OJT)- work-based training contract between the local workforce development board and an employer, where the occupational training is provided to the WIOA participant in exchange for reimbursement (up to 50% of the wage). The employer provides the training for the WIOA participant for a contracted amount of time, prior to hiring.
- Incumbent Worker Training (IWT)- designed to meet the special requirements of an employer to retain skills workforce or avert the need to lay off employees by assisting the workers in obtaining the skills necessary to retain employment.
- Transitional Jobs- provides a time-limited work experience, that is wage-paid and subsidized for those WIOA participants with barriers to employment who are chronically unemployed or have inconsistent work history. These jobs are designed to enable an individual to establish a work history, demonstrate work success in an employee-employer relationship, and develop the skills that lead to unsubsidized employment.
- Internship or Work Experience(WEX)- planned, structured learning experienced in a workplace for a limited period of time. WEX includes academic and

occupational education and provides WIOA participants with opportunities for career exploration and skill development.

Supportive Services

Job seekers commonly face a wide variety of barriers that make it difficult to achieve and retain meaningful employment. The selected bidder will think critically and creatively about how to accommodate job seekers with such barriers and provide or connect job seekers with supportive services, as appropriate. The selected bidder will provide supportive services in accordance with the [Olympic Workforce Development Council Supportive Services Policy](#) when:

- The participant is enrolled and receiving WIOA career or training services
- Supportive services are necessary to enable participation in services
- The participant is unable to obtain similar services from another source
- Allowable while the participant is in Follow-up status, and has opted to receive such services, per [TEGL 10-16, Change 2](#)

Career Pathways

Under WIOA, the Olympic Workforce Development Council in coordination with subrecipients and partners will continue to lead efforts to develop and implement career pathways by aligning employment, training, education, and supportive services that are needed to gain employment. Initiatives will be developed to identify the employment needs of employers within identified sectors and in-demand occupations. Efforts will include enhancing communication, coordination, and collaboration among employers, training and educational providers, economic development entities, and service providers to develop and implement strategies for meeting the employment and skill needs of workers and employers.

Business Services

Strong connections with employers are pivotal to the Olympic Workforce Development Council's commitment to creating a thriving local workforce and economically viable region. The Olympic Workforce Development Council is focused on demand-driven partnerships with businesses to better connect job seekers with employment opportunities and sustainable careers. The selected bidder(s) will work closely with WorkSource Clallam and WorkSource Kitsap partner programs to develop, promote and deliver quality business services that assist employers and industry sectors in overcoming challenges of recruiting, retaining, and the development of skilled individuals to benefit our local economy. To support our regions employers and industry sectors most effectively, the selected bidder(s) will have a clear understanding of industry skill needs, strategies for assisting employers, and employ an integrated business services strategy that aligns with the efforts of WorkSource Clallam, WorkSource Kitsap, and one-stop system partners.

Rapid Response

The selected bidder(s) will assist employers and workers affected by permanent or substantial layoffs or business closures. The selected bidder(s) will develop strategies and employ practices for recruiting and effectively serving dislocated workers, as

defined within the [Olympic Workforce Development Council's Program Eligibility-Dislocated Worker policy](#).

Performance Outcomes

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

- Employment Rate 2nd Quarter after Exit
- Employment Rate 4th Quarter after Exit
- Median Income 2nd Quarter after Exit
- Credential Attainment
- Measurable Skills Gain

Annual performance goals will be established prior to the start of the program year and will be monitored on a quarterly, or as needed, basis.

Service Locations

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

As part of our initiative to enhance community engagement and broaden our outreach, we aim to establish connection and satellite sites within local tribal communities, community based organizations, libraries, and local colleges. We anticipate the subrecipient awarded the contract will be actively contributing to this endeavor.

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

In addition to co-location at the two comprehensive one-stop centers, WorkSource Clallam and WorkSource Kitsap, the subrecipient awarded a contract through this RFP is expected to be an active partner within our comprehensive one-stop centers. Specific expectations will be negotiated during contract development but will likely include:

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

Case Management

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

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

Policies and Resources

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

- [Uniform Guidance 2 CFR 200](#) and [Uniform Guidance 2 CFR 2900](#)
- [Department of Labor Employment and Training Administration-Workforce Innovation and Opportunity Act](#)
- [Department of Labor Employment and Training Administration-WIOA Adult and Dislocated Worker Program](#)
- [Washington State Workforce Professionals Center website](#)
- [Olympic Workforce Development Council Policies and Procedures](#)

SECTION III: GENERAL INFORMATION FOR BIDDERS

Questions

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

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

Questions will be accepted until April 5, 2024, by 4:00 p.m. PST

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

Revisions to the RFP

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

Submission Instructions

Bidders must submit proposals online at [Olympic Consortium WIOA Title I Adult and Dislocated Worker Program Services RFP](#) before the deadline of **April 17, 2024, by 4:00 p.m. PST**. Alternate proposal submissions will not be accepted. A submitted proposal may be withdrawn by emailed request to purchasing@kitsap.gov. Please specify this RFP title when submitting.

Miscellaneous

Award of Contract

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

Appeals Process

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

Authorship

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

Independent Price Determination

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

Price Warranty

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

Subcontracting

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

Rejection of Proposal

No proposals submitted under this Request for Proposals (RFP) will be returned for correction or clarification. If the application is incomplete, and/or request more than the estimated subaward amount of \$1 million, it will be rejected. Verbal, alternative, and late proposals will not be considered for selection. The Olympic Consortium reserves the right to accept or reject any or all proposals received because of this RFP, to negotiate with all qualified sources, or to cancel in part, or in its entirety, this RFP if it is in the best interest of the Olympic Consortium to do so.

Withdrawals

A submitted application may be withdrawn prior to the proposal submission deadline of **April 17, 2024, by 4:00 p.m. PST**. A written request to withdraw the proposal must be submitted to the Olympic Consortium. If a bidder does not withdraw a proposal by the submission deadline, the proposal becomes property of the Olympic Consortium and may be subject to public disclosure according to the Freedom of Information Act.

Cancellation of Award

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

Nondiscrimination

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

As a condition to the award of financial assistance under WIOA from the Department of Labor, the bidder assures, with respect to operation of the WIOA-funded program or activity, that it will comply fully with the nondiscrimination provisions of the Workforce Innovation & Opportunity Act (WIOA), including the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

SECTION IV: RFP PROCESS

Olympic Consortium Procurement Process

The Olympic Consortium conducts all procurements in a manner providing full and open competition as required under the [Uniform Guidance 2 CFR 200](#), other federal and state

laws and regulations, Olympic Workforce Development Council Procurement policy, and Kitsap County’s Procurement policy. This RFP identifies all relevant requirements, evaluation factors, scoring, and selection process. All proposals received by the deadline of April 17, 2024, by 4:00 p.m. PST, from eligible bidders will be evaluated as described in the RFP.

Eligible Bidders

Eligible bidders include any entities who are able to provide WIOA Title I Adult and Dislocated Worker Program services in Clallam, Jefferson, and Kitsap Counties, and who are not debarred or suspended from receiving federal funding. Eligible bidders include:

- Private for-profit business
- Non-profit organizations
- Business associations
- Public agencies
- A collaboration of above entities with at least one organization designated as the lead agency and primary subrecipient.

Potential bidders who may be interested in the WIOA Title I Adult and Dislocated Worker Program Services RFP are invited to a virtual Bidders’ Conference via Microsoft Teams on **March 5, 2024, 11:00 a.m. to 1:00 p.m. PST**. This is an opportunity to ask Olympic Workforce Development Council questions about proposal and services requirements and online proposal submission. To register for the Bidders’ Conference and receive a meeting invitation, click [Bidders Conference Registration](#).

Proposal Evaluation and Scoring Criteria

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

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

SCORING CRITERIA	POSSIBLE POINTS
Experience & Past Performance	14
Service Delivery	29
Partnerships	17
Equity	14
Organizational Structure	6
Administrative Controls & Cash Management	5
Budget & Performance Objectives	15
TOTAL POSSIBLE POINTS	100

Bidder Selection

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

Subaward

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

Contract Negotiations

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

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

SECTION V: PROPOSAL QUESTIONS

Experience and Past Performance (14 total points)

1. Describe your experience with operating and managing WIOA Title I programs (Adult, Dislocated Worker, Youth) and services. If you do not have WIOA Title I experience, please describe equivalent experience in other workforce development services you have provided. *(5 points)*
2. If you have operated a WIOA Title I program, please provide past outcomes and any experience with developing apprenticeships, as well as outcomes related to work-based learning. If you do not have WIOA Title I experience, please provide equivalent information about outcomes and the development of any structured hands-on experience in a specific industry or field. *(5 points)*
3. Provide a summary of your organizations experience managing federal funds and administering federally funded programs and activities. *(4 points)*

Service Delivery (29 total points)

1. Detail your organization's anticipated service delivery model for the proposed WIOA Title I Adult and Dislocated Worker Program Services, emphasizing its ability to offer unique and innovative program services tailored to individuals. This comprehensive model should encompass the entire process, starting from

recruitment to enrollment, through participant activities, outcomes, and ending with follow-up services.

(8 points)

2. Explain the approach your organization will take to ensure that services are delivered to our regions barrier populations, disadvantaged populations, and priority groups required by the Department of Labor. *(6 points)*
3. What measures will your organization implement to guarantee the provision of services in Clallam, Jefferson, and Kitsap Counties, particularly in the underserved areas of Clallam and Jefferson Counties? Additionally, how will outreach efforts be coordinated? *(6 points)*
4. Describe how your organization plans to achieve performance targets and outcomes while maintaining high-quality services, and ensuring that individuals are adequately prepared for the workforce and are desirable candidates for our employers. Specifically, what key performance indicators are used to measure the effectiveness of your services and how you track participant progress and success in obtaining employment and/or upskilling employment? *(4 points)*
5. Explain how Business Services will integrate with our one-stop system's Business Services team and detail the specific array of services you intend to provide to employers. Please include strategies for collaborating with the Economic Development Alliances within Clallam, Jefferson, and Kitsap Counties to promote the progress of local community projects and address industry requirements effectively. *(5 points)*

Partnerships (17 Points Total)

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

2. Explain how your organization intends to collaborate with education/training partners in Clallam, Jefferson, and Kitsap Counties to connect individuals with diverse training services, and work-based learning opportunities that will result in post-secondary degrees and/or industry-recognized certifications in high-demand sectors within our region. *(7 points)*

Equity (14 Points Total)

1. Describe your organization's strategies for ensuring equitable access to program information, resources, and services for all individuals, including those from underserved communities or with unique barriers to employment. *(7 points)*
2. Explain how your organization will utilize data-driven decision making and continuous quality improvement processes to identify and address equity gaps, improve program effectiveness, and promote equitable outcomes for all program participants. *(7 points)*

Organizational Structure (6 points total)

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

Administrative Controls and Cash Management (5 points total)

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

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

Budget and Performance Objectives (15 points total)

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

SECTION VI: GENERAL CONTRACT AGREEMENT

A. Authority

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

B. Assignment/ Subcontract

1. Contractor shall not assign its rights and/or duties under this contract

without the prior written consent of the Consortium.

2. Contractor shall obtain written approval from the Contract Administrator, provided, however, that approval shall not be unreasonably withheld, prior to entering any subcontract for the performance of any services contemplated by this contract.
 - a. In the event that the Contractor enters into any subcontract agreement funded with money from this contract, the Contractor is responsible for subcontractor compliance with applicable terms and conditions of this contract.
 - b. In the event that the Contractor enters into any subcontract agreement funded with money from this contract, the Contractor is responsible for subcontractor compliance with all applicable law.
 - c. If the Contractor enters into any subcontract agreement funded with money from this contract, the Contractor is responsible for subcontractor provision of insurance coverage for its activities.

C. Limitations on Payments

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

D. Compliance with Laws

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

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

E. Indemnification

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

F. Insurance and Bonding

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

a. Commercial General Liability

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

b. Bonds

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

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

a. Kitsap County, Jefferson County, Clallam County, and the Consortium is named as an additional insured as respects this contract and such insurance as is carried by Contractor is primary

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

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

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

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

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

- 4. **Workers' Compensation and Employer Liability.** The Contractor will maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Kitsap County Risk Management Division. If the contract is for over \$50,000, then the Contractor will also maintain employer liability coverage with a limit of not less than \$1 million.

G. Conflict of Interest

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

H. Documentation

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

results of the contract work without the advance written permission of the Consortium. Such material will be delivered to the Consortium upon request.

SECTION II. CONSORTIUM REQUIREMENTS

Payments

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

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

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

SECTION III. RELATIONSHIP OF THE PARTIES

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

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

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

SECTION IV. MODIFICATION

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

SECTION V. TERMINATION

A. Failure to Perform

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

B. Without Cause

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

C. Funding

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

SECTION VI. LEGAL REMEDIES

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

SECTION VII. VENUE AND CHOICE OF LAW

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

SECTION VIII. WAIVER

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

SECTION IX. NOTICES

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

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

SECTION X. PAYMENTS

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

SECTION XI. DURATION

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

SECTION XII. WHOLE AGREEMENT

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

SECTION XIII. SEVERABILITY

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

SECTION VII: CERTIFICATIONS

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

Laws, Regulations, and Policies

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

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

Conflict of Interest

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

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

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

WIOA Title I Adult and Dislocated Worker Program Policies and Resources

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

- Department of Labor Employment and Training Administration-Workforce Innovation and Opportunity Act
- Department of Labor Employment and Training Administration-WIOA Adult and Dislocated Worker Program
- Code of Federal Regulations (eCFR)
- Department of Labor Workforce GPS-Resources
- Washington State's Workforce Professionals Center website
- Olympic Workforce Development Council Policies and Procedures

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

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

Name _____ Title _____

Address _____ City _____ State _____ Zip _____

Phone _____

E-Mail _____

Federal and State taxpayer identification numbers of organization _____

Signature _____

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

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

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

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

Name and Title of Authorized Representative: _____

Signature _____ Date _____

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

Instructions for Certification

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.*
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.*
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.*
- 4. The terms "covered transactions" "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.*
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.*
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.*
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the No procurement List (Tel. #).*
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge*

and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

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

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

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

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

Attachment C - Certification Regarding Lobbying

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

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

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

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

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

Organization: _____

Signature of Certifying Official _____ Date _____