



OLYMPIC CONSORTIUM

REQUEST FOR PROPOSALS

FOR THE PERIOD OCTOBER 1, 2022 – SEPTEMBER 30, 2023

WITH AN OPTION TO RENEW FOR AN ADDITIONAL THREE (3) PROGRAM YEARS FOR A TOTAL OF FOUR (4) PROGRAM YEARS (THROUGH SEPTEMBER 30, 2026)

ONE-STOP OPERATOR

Serving The Olympic Consortium Area
(Clallam, Jefferson, and Kitsap Counties)

Release Date:

May 17, 2022

Submission Deadline:

June 27, 2022, 3:00 PM

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



OLYMPIC CONSORTIUM

REQUEST FOR PROPOSAL
2022

One-Stop Operator

Workforce Innovation & Opportunity Act (WIOA)

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Olympic Consortium Request for Proposal Summary

One-Stop Operator

Workforce Innovation & Opportunity Act (WIOA)

The Olympic Consortium is requesting proposals for the delivery of One-Stop Operator services under the Workforce Innovation & Opportunity Act (WIOA) within Clallam, Jefferson, and Kitsap counties. The main role of the One-Stop Operator (OSO) is to coordinate the service delivery of participating one-stop partners and service providers. There are two (2) certified one-stop centers, branded WorkSource, in the Olympic Consortium region: one each located in Clallam and Kitsap counties. There is one (1) certified affiliate one-stop center, branded WorkSource Affiliate in Kitsap County. WIOA programs are operated within Olympic Consortium One Stop offices and affiliates. Funding for these programs is available under the federal Workforce Innovation & Opportunity Act (WIOA). The contract period will be from October 1, 2022 – September 30, 2023, with the potential additional one-year contract periods beyond September 30, 2023, up through September 30, 2026, based on successful performance each prior year, future funding availability, and other factors.

Applicant eligibility begins on page 7.

It is estimated that there will be **\$120,000** available in WIOA program funds for all three counties during the initial funding period of October 1, 2022 to September 30, 2023. The funding amount in this RFP is an **estimate only**. The estimate is 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 <https://spf.kitsapgov.com/das/Pages/Online-Bids.aspx> 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 gsmcneill@kitsap.gov. 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 Bill Dowling at wdowling@kitsap.gov.



One-Stop Operator RFP Timeline

<u>DATE & TIME</u>	<u>ACTIVITY</u>
May 17, 2022	Release of RFP Packet for One-Stop Operator
May 24, 2022 - 3:00 – 4:00 p.m.	<p style="text-align: center;">Bidders' Conference via Zoom</p> <p style="text-align: center;"><i>Registration is required to attend. Click Here</i></p> <p style="text-align: center;"><i>After registering, you will receive a confirmation email with the meeting information. Registration closes at 5:00 p.m. on Monday, May 23rd.</i></p>
June 27, 2022 - 3:00 p.m. Deadline	Proposals Received by Kitsap County
July 5, 2022	Staff performs technical review and sends proposals to Proposal Review Committee
July 18, 2022	Proposal Review Committee (made up of OWDC members) Evaluates Proposals and Selects Award(s)
July 29, 2022	Olympic Consortium Board Reviews Proposal Review Committee selected Award(s)
August 1, 2022	Award Notification & Action by OWDC staff on Approved Contract Awards
October 1, 2022	Program Begins

Note: Dates are subject to change



Workforce Innovation & Opportunity Act (WIOA)

The Workforce Innovation and Opportunity Act of 2014 (WIOA) established the American Job Centers (AJCs) system to provide job seekers and employers streamlined access to an array of education, training, and employment services. Mandatory partners include WIOA Title I Adult, Dislocated Worker, and Youth programs; WIOA Title II Adult Education and Family Literacy; WIOA Title III Wagner-Peyser services; WIOA Title IV Vocational Rehabilitation; and others specified in the Act. ([TEGL 16-16](#) pg. 11)

The WIOA system is built around the following key principles:

- Increase access and opportunity, particularly for those individuals with barriers to employment, to ensure success in the labor market.
- Support the alignment of workforce investment, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system.
- Improve the quality and labor market relevance of workforce investment, education, and economic development efforts to provide workers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages; and to provide employers with the skilled workers they need to succeed in a global economy.
- Promote improvement in the structure and delivery of services to better address the employment and skill needs of workers, job seekers, and employers.
- Increase the prosperity of workers and employers and the economic growth of communities, regions, and states, and the global competitiveness of the United States.
- For purposes of Title I, to provide workforce investment activities through statewide and local workforce development systems that increase the employment, retention, and earnings of participants and increase attainment of recognized postsecondary credentials by participants; and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet the skill requirements of employers, and enhance productivity and competitiveness.



Description of the 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 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.

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 pathways development.
- Conduct workforce research and regional labor market analysis.
- Convening regional workforce system stakeholders.
- Coordination with postsecondary education providers for workforce development efforts and related programming.
- Selection and oversight of One-Stop Operator.

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

Delivery of Services

The Olympic Consortium has established three (3) service delivery locations; one (1) comprehensive WorkSource center in Clallam, one (1) comprehensive WorkSource center in Kitsap, and one (1) WorkSource Affiliate office in Port Orchard. All contractors operating programs under WIOA are located at these locations. WIOA funding has been obligated for the rent and operational costs of the Clallam, Kitsap, and



Port Orchard locations. The Consortium delegates authority to contractors to determine eligibility for applicants to WIOA programs through the RFP process. The One-Stop Operator will have office space in the WorkSource Kitsap center.

Eligible Applicants

An entity (public, private, or nonprofit), or consortium of entities (including a consortium of entities that, at a minimum, includes 3 or more of the One Stop partners described in subsection (b)(1), of demonstrated effectiveness, located in the local area, which may include:

- An institution of higher education;
- An employment service State agency established under the Wagner-Peyser Act on behalf of the local office of the agency;
- A community-based organization, nonprofit organization, or intermediary;
- A private-for-profit entity
- A government agency; and
- Another interested organization or entity, which may include a local chamber of commerce or other business organization, or a labor organization.

EXCEPTION. Elementary schools and secondary schools shall not be eligible for designation or certification as One-Stop Operators, except that nontraditional public secondary schools and area career and technical education schools may be eligible for such designation or certification.

A. Conflict of Interest and Service Provider Firewall

Any entity or consortium serving as the One-Stop Operator that also serves in a different role within the one-stop delivery system must establish and demonstrate sufficient firewalls and conflict of interest policies and procedures. These policies must be compatible and coordinated with similar OWDC policies and procedures and must conform to the specifications of 20 CFR section 679.430. Each bidder shall be required to acknowledge that it has no conflict of interest, as defined in the OWDC policy [1300POL Conflict of Interest](#).

Any entity which currently provides WIOA funded services within the Consortium One-Stop delivery system must provide a Firewall Agreement addressing firewalls and internal controls to assure the entity is able to compete for either function without bias and is able to oversee, monitor, and evaluate the performance of the service provider as part of the one-stop operator.



One-Stop Operator Roles and Responsibilities

Background – One-Stop Operator Role

The Workforce Innovation and Opportunity Act (WIOA) requires each local workforce board select, through a competitive procurement process, a One-Stop Operator (OSO). WIOA, Section 121 (d), The required role “Operator” is defined in federal law as “coordinating service delivery of the required one-stop partners and service providers.” Code of Federal Regulations, Section 678.620, Additional duties may be assigned by the local board, but boards are not required to do so.

The One-Stop Operator plays a critical role in supporting the local workforce system by coordinating with diverse partners to achieve its service delivery vision and performance goals. Additionally, the Operator will be responsible for development and on-going functioning of the Olympic Consortium Workforce Development Area’s One Stop delivery system and center(s). Responsibilities include but are not limited to the following:

System Integration

- Support the integration of services between the four core WIOA Partners (WIOA Title 1, Adult Education, Vocational Rehabilitation, and Wagner-Peyser Employment Services) in the One-Stop System and Center(s).
- Emphasize and prioritize equity in service delivery strategies.
- Encourage partner collaboration including continuously striving to achieve shared ownership for success of the customer and the system.
- Promote and maintain a culture of customer focus and high performance.
- Ensure system partners are achieving and upholding their responsibilities as defined in the Memorandum of Understanding.
- Help implement a formal referral process for services within and outside of the Center(s).
- Facilitate system-wide focus on performance management including system performance goals and WIOA performance measures.
- Develop and implement a system to gather, analyze, and report performance of core partners, center processes, and system services.
- Collaborate with Business Services Team as it pertains to the One-Stop system services.



- Coordinate customer satisfaction system, to measure different aspects of the customers experience.

Leadership and Social Engagement

- Be knowledgeable of the mission and performance standards of all partners and facilitate cross-training among all staff and a common performance management system.
- Develop processes to monitor that all customers receive appropriate, timely, and effective WIOA services.
- Evaluate customer needs and satisfaction data to continually refine and improve service strategies.
- Provide guidance on the development of a broad range of employment and training services to meet the needs of individuals and employers to be provided in the One-Stop system.
- Help implement a formal referral process for services within and outside of the Center(s).
- Engage new partners and relationships as necessary to advance an inclusive, integrated service delivery system.

Operational Administration and Reporting

- Facilitate and support partnership teams to build competence and capacity for partners in implementing the OWDC's vision for the system.
- Assure partners understand their roles in accordance with local protocols.
- Ensure compliance with all State and local policies and procedures relative to the One-Stop System.
- Facilitate completion of OWDC WorkSource Certification Application, ensuring activities are in support of program integration and continuous quality improvement initiatives.
- Lead the One-Stop Site Certification process.
- Prepare and submit monthly and quarterly reports for the Workforce Investment Board.
- Conduct monthly meetings with representatives of the service providers in the One-Stop System.



Physical location

- Responsible for physical space planning, maintenance, and upkeep at the Olympic Consortium One Stop Center(s).
- Approve all changes in advance and in writing for office furniture, office equipment, and IT hardware and software. It is understood that reasonable accommodations and federal or state mandated changes cannot be denied by the operator.
- Enforces One Stop Center facility standards with respect to customer service.

Proposal Requirements & Submission Instructions

Please ensure that the box or envelope has this address clearly marked on it.

Applications must be received BY 3:00 p.m., Monday, June 27, 2022

All proposals must meet the following criteria:

- Any eligible proposer who has previously operated WIOA programs must be able to demonstrate, when requested, that they satisfactorily met WIOA contract performance standards.
- All proposals will offer One-Stop operator 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.

A. Submission & Copies

Bids shall be submitted to the Purchasing Supervisor in a sealed envelope or package provided by the Bidder and identify the: 1) Bidder's name and address, 2) Solicitation name and number, and 3) submittal date clearly identified on the outside of the envelope or package. The Bidder is to return all exhibits and addenda signed by a person authorized to sign on behalf of the Bidder. Unsigned bids may be rejected by the County as incomplete. Bidders shall submit: one (1) original, marked "original", two (2) hard copies, and one (1) electronic copy of their bid with their submittal. Bids submitted by email or fax will not be considered.

B. Acceptable Formats



Electronic files shall be submitted in a format acceptable to the County. Acceptable formats include .DOC and .DOCX (Microsoft Word), .XLS and XLSX (Microsoft Excel), PPT and PPTX (Microsoft PowerPoint), and .PDF (Adobe Acrobat).

Please submit by mail to:

Glen McNeill , Purchasing Supervisor
Kitsap County Purchasing Office
614 Division Street, MS-7
Port Orchard, WA 98366

OR

For hand delivery, express, or courier:

Glen McNeill, Purchasing Supervisor
Kitsap County Administration Building
Purchasing Office – Fourth Floor
619 Division Street
Port Orchard, WA 98366

Direct requests to submit files in another format to the Purchasing Supervisor,
Purchasing@co.kitsap.wa.us

C. RFP Questions

Direct specific RFP questions to: Glen McNeill, Purchasing Supervisor, Email address:
Purchasing@co.kitsap.wa.us

D. Proposal Format

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 5 typed pages using 12-point font).
3. Program Narrative (limited to 10 typed pages using 12-point font).
4. Budgets (Attachments B-1 and B-2).
5. Risk Assessment (limited to 2 typed pages using 12-point font).
6. Debarment/Suspension Certificate (Attachment C).
7. Certification Regarding Lobbying (Attachment D).

E. Proposal Contents



The proposal content requirements follow. Proposals will be selected for funding based on the information provided and funding will be contingent on successful negotiations with the applicant and the provision of supplementary information.

All costs reflected in the budget must be necessary and reasonable. Costs may include, but are not limited to, staff salaries and benefits, equipment expenses, travel expenses, other costs associated with the provision of training, and facilities and supplies.

A budget narrative must be submitted for the proposal. This narrative must include a detailed description of each line item. Use Attachment B-2 for this item.

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

1. Proposal Cover Sheet (Attachment A)
2. Organizational Capability (Limited to 2 pages)
Briefly describe the purpose, activities, and services of your organization. Describe how this proposal connects to your mission and organizational goals. Describe how your agency's experience would support the delivery of comprehensive Workforce Innovation & Opportunity Act and/or Workforce Investment Act job training services. Indicate the number of years your organization has been in business. List the group/populations you serve. List all staff and their role/position with respect to this proposal.
3. Narrative Content (Limited to 10 Pages)
Describe your strategy and method for implementing the One-Stop Operator Roles and Responsibilities outlined in the One-Stop Operator Roles and Responsibilities section on pages 8 and 9. Identification of any new or innovative initiatives designed to improve the One-Stop system/center outcomes. Include a description of both initial implementation activities and on-going operational functions.
4. Budget (Attachment B-1 and B-2)
Provide a separate budget for the One-Stop Operator activities 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 B-1) and budget narrative form (Attachment B-2). Instructions on how to fill out the forms follow:

- a. Proposer - Type in the name of the agency submitting the proposal.
 - b. Budget by Quarters - For each applicable budget line (Attachment B-1) item, fill in the budget amount for each quarter.
 - c. Budget Narrative - Fill out the corresponding budget narrative pages (Attachment B-2). For each account title used on the budget, there must be a narrative that describes how the budget total was arrived at.
5. Risk Assessment (limited to 2 pages)
- a. Describe the experience your organization has in maintaining, tracking, and reporting the use of federal dollars.
 - b. Provide a copy of current liability insurance for all entities requesting funding under this proposal. *(Does not count toward page limit)*
 - c. Provide fiscal audits for your organization for the last two (2) years. Disclose any unresolved audit findings for your organization. If your organization is subject to state, federal, or local monitoring, please provide copies of workforce related monitoring reports of the last two (2) years, disclosing any findings. *(Does not count toward page limit)*
 - d. If applicable, a copy of your indirect cost rate negotiated with a federal or state cognizant agency. *(Does not count toward page limit)*
 - e. If applicable, Firewall Agreement. *(Does not count toward page limit)*



6. Debarment/Suspension Certificate: (Attachment C)
Sign and date in the appropriate places on the form.
7. Certification Regarding Lobbying: (Attachment D)
Sign and date in the appropriate placed on the form.

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 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 Consortium to do so.



E. Withdrawals

A submitted application may be withdrawn prior to the proposal submission deadline. A written request to withdraw the proposal must be submitted to the Consortium. If a bidder does not withdraw a proposal by the submission deadline, the proposal becomes property of the Consortium and may be subject to public disclosure according to the Freedom of Information Act.

F. Appeal Process

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

G. 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.

H. 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.

I. Waivers

The Consortium reserves the right 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.

J. Nondiscrimination in Programs and Employment

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 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 34. The United States has the right to seek judicial enforcement of this assurance.

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

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

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

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.

Evaluation Process

An evaluation committee will be formed and comprised of a minimum of four (4) members of the OWDC and/or community members who have no fiduciary interest or conflict of interest, perceived or real, in bidding for the One-Stop Operator. Evaluation Committee members will review and score proposals according to the criteria and assigned point specified below. The Consortium retains the right to request additional information from bidders.

The evaluation committee scores will be calculated, and scores will be used as a guide for discussion and selection of successful bidder. The successful bidder will be notified by the OWDC no later than August 1, 2022.

Each complete and compliant RFP response received by the deadline will be scored on a weighted rating model with point values assigned as follows:

A. Experience & Qualifications (40/100 points)



Does the proposal show experience in similar activities described in the RFP and understanding of the Olympic Consortium, Olympic Workforce Development Council, or other workforce development programs/agencies?
Does the personnel assigned to the contract demonstrate an understanding of the One-Stop Operator role and responsibilities within the Consortiums workforce development system?
B. Proposed Approach (40/100 points)
Does the proposal demonstrate an understanding of partnership development and coordination, and will the ideas and strategies identified strengthen the Consortiums workforce partnerships?
Are specific approaches identified to remedy service delivery gaps?
Is the timeline of key activities in each quarter realistic and sufficiently detailed?
C. Proposed Budget (20/100 points)
Is the proposed budget competitive and reasonable?

General Agreement

SECTION I. CONTRACTOR REQUIREMENTS

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 October 1, 2022. This Contract shall expire and terminate on September 30, 2023, 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

Proposal Cover Sheet
Olympic Consortium One-Stop Operator RFP

Proposer Organization:

Contact Person:

Title:

Mailing Address:

Telephone:

Email:

Total Request \$ _____

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



Attachment B-1

One-Stop Operator Budget

Proposer:

Account Title	10/1/22– 12/30/22	1/1/23 – 3/31/23	4/1/23 – 6/31/23	7/1/23 – 9/30/23
Personnel: Staff Wages				
Personnel: Staff Benefits				
Travel				
Communications (telephone lines & online services)				
Supplies				
Professional fees				
Insurance & Bonding				
Other Miscellaneous – Specify				
Total Budget				



Attachment B-2

One-Stop Operator Budget Narrative

In detail, please describe each expense item within each cost category above.

Account Title	Narrative/Computations
Personnel: Staff Salaries	
Personnel: Staff Benefits	
Travel	
Communications	
Supplies	
Professional fees	
Insurance & Bonding	
Other Miscellaneous – Specify	



Attachment C

**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 IS AN INTEGRAL PART OF THE CERTIFICATION)**

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

Name and Title of Authorized Representative

Signature

Date



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

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transactions," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant,"

- "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered

- transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Tel. #).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



Attachment D

Certification Regarding Lobbying

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

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

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

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

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

Contractor Organization

Signature of Certifying Official

Date