

OLYMPIC CONSORTIUM

REQUEST FOR PROPOSALS 2024-009

**ESTIMATED TIME PERIOD FOR CONTRACT:
April 15, 2024 – April 14, 2025**

Marketing and Brand Adaptation

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

**Release Date:
January 25, 2024**

**Submission Deadline:
February 26, 2024 by 12:00 P.M. PST**

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

This workforce product is supported by the USDOL Employment and Training Administration. \$25,000 is financed by the PY23 allocation of Federal funds to Olympic Consortium.

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Section I. Introduction

Background and Purpose

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.

American Job Centers, also known statewide as WorkSource Centers, are part of a nationwide network of career and employment resource centers in the United States. These centers provide a range of services and support to job seekers, workers, and employers, with the aim of facilitating employment and workforce development. Job seekers can access job listings, career counseling, skills training, and job search assistance at these centers. Employers can receive help with recruitment, training, and workforce planning. American Job Centers serve as a crucial resource for individuals and businesses alike, promoting economic growth, job opportunities, and a skilled workforce throughout the country. 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.

The Olympic Consortium serves as a hub for gathering and disseminating information about the area's labor market and business employment needs. The Olympic Consortium staff work closely with colleges, businesses, and nonprofits via Business Services programs to assist in meeting the needs of jobseekers and employers.

The Olympic Consortium is requesting proposals from qualified professional vendors to assist the Olympic Consortium staff with the development of marketing and communication consulting services and the creation of materials that shares our importance and information on our programs internally and externally.

It is estimated there will be **\$25,000** available in federal funds for the estimated time period for contract April 15, 2024 – April 14, 2025. 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.

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 connect to good jobs and acquire the skills and credentials needed to obtain them. 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 employment, retention, and earnings of participants and that 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.

Scope of Work

The Olympic Consortium is seeking a contractor that will provide marketing and communications consulting services, and the creation of materials. The activities being requested in this RFP are as follows:

Objectives

- Increase visibility and awareness of Olympic Consortium's role and value among the labor force, businesses, partners, key stakeholder groups and the broader community with a focus on black, Latinx, indigenous populations, and local tribes.
- Increase awareness of the leadership role of the Olympic Consortium in working with employers, partners, and stakeholders to effectively meet the long-term workforce needs in support of our region's economic development strategies.
- Increase the number of individuals who utilize and benefit from the program and services offered.

Deliverables

- Provide a comprehensive plan to increase brand awareness as a valued partner in our region.
- Provide a comprehensive plan to increase image and level of visibility in the broader community with a focus on black, Latinx, indigenous populations, local tribes, and among our customers, employers, partners, and stakeholders.
- Recommend marketing concepts.
- Design, content review/editing, and visual communication tools in the production of flyers, pamphlets, and other professional graphic documents in support of Olympic Consortiums visibility and awareness as a value partner in the region.
- Review and evaluate the Olympic Consortium's webpage and provide recommendations on enhancements and provide any strategies to improve website's visibility and ranking on search engine queries.
- Development of a comprehensive media strategy (including social media) to target untapped labor force and businesses in our region.

Section II. General Information for Proposers

Contract Term

The successful bidder(s) is authorized to commence providing services pursuant to this contract commencing upon April 15, 2024. This contract shall expire and terminate on April 14, 2025. Olympic Consortium holds the right to terminate the contract at any point with 30 days written notice.

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 February 19, 2024, by 3:30 PM PST

This Request For Proposal is available on the internet at [Kitsap County Bids \(kitsapgov.com\)](#) or by contacting Glen McNeill at: Kitsap County Department of Administrative Services, Purchasing Supervisor, 614 Division Street, MS-07, Port

Orchard, Washington 98366, 360-337-4789, email address: gsmcneill@kitsap.gov, and at [Olympic Workforce Development Active RFPs](#).

Revisions to the RFP

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

RFP Timeline

<u>DATE & TIME</u>	<u>ACTIVITY</u>
January 17, 2024	Release of RFP Packet
January 17 – February 19, 2024, by 3:30 PM PST	Question and Answer Period
February 22, 2024	Answers to Q&A Posted
TBD	Bidders Conference (if needed)
February 26, 2024, by 12:00 PM PST	Proposals Due
February 27, 2024	Proposal Review Committee (made up of OWDC members) Evaluates Proposals and Selects Award(s)
March 14, 2024	Olympic Workforce Development Council Reviews Proposal Review Committee selected Award(s)
March 15, 2024	Announcement of Selected Award(s)
March 16 – 22, 2024	Appeals Window
April 15, 2024	Contract Begins with Successful Award(s)

Note: Dates are subject to change

Submission Instructions

Bidders must submit proposals online before the deadline of **February 26, 2024, 12:00 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.

Proposals should include the following:

- Proposal cover page and certification (Attachment A)
- Response to requested information in Section III
- Additional attachments as specified in Section III

Evaluation and Selection Criteria

Proposals will be evaluated based on the following criteria:

- **Experience and Qualification (30%)**
 - Demonstrated experience and the ability to provide deliverables as proposed, including adherence to RFP requirements. Past performance with WIOA or similar programs will be considered.
- **Effectiveness and Efficiency of materials design and comprehensive plan (40%)**
 - Responses that directly relate to the deliverables outlined herein. (Which may include past examples of similar or related materials-and/or written narrative responses describing experience in producing such deliverables.)
- **Proposed Fee Schedule, Cost Effectiveness and Value (30%)**
 - Reasonableness of the bidders proposed cost, fee schedule, and resources available to successfully provide and effectively perform the deliverables outlined herein.

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, 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. 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 III. Requested Information

Requested Information

1. RFP Proposal Cover & Certification Sheet (Attachment A).
2. Proposal Summary
3. Detailed Proposal Encompassing Deliverables
4. Cost of Services
5. Debarment/Suspension Certificate (Attachment B).
 - **Sign and Date in the appropriate places on the form.**
6. Certification Regarding Lobbying (Attachment C).
 - **Sign and Date in the appropriate places on the form**

2. Proposal Summary

- Summarize your proposal and your organizations experience performing the same (or similar) objectives described herein. Identify your organization knowledge, relationships and/or background regarding our three-counties, Clallam, Jefferson, and Kitsap. Include other pertinent information that will assist the Olympic Consortium in determining your overall experience.

3. Detailed Proposal Encompassing Deliverables

- Cost
- Explain the intended approach, execution, and deliverables for this project, including a timeframe and your methodology for providing ongoing support.

4. Cost of Services

- Provide fee schedule that includes:
 - Hourly and/or monthly rates for proposed deliverables-if monthly, specify what is and is not included in monthly plan.

- Description of how your services is priced, and any specific pricing you can provide.
- Define any additional charges (travel expenses).
- The fee schedule may also contain any supplemental/complimentary packaged plan fees, or other specific pricing options you are able to provide, in addition to the baseline services.
- Specify and additional charges or options you see as beneficial for this type of service not otherwise noted in the required elements.

Section IV. 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 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 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 Olympic Workforce Development Council and/or community members who have no fiduciary interest or conflict of interest, perceived or real, in bidding for the Marketing and Brand Adaptation. 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 Olympic Consortium no later than March 15, 2024.

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

Scoring Criteria

<p>Experience and Qualifications Demonstrated experience and the ability to provide deliverables as proposed, including adherence to RFP requirements. Past performance with WIOA or similar programs will be considered.</p>	<p>30</p>
<p>Effectiveness and Efficiency of material design and comprehensive plan Responses that directly relate to the deliverables outlined herein. (Which may include past examples of similar or related materials-and/or written narrative responses describing experience in producing such deliverables.)</p>	<p>40</p>
<p>Proposed Budget, Cost Effectiveness and Value Reasonableness of the bidders proposed cost, fee schedule, and resources available to successfully provide and effectively perform the deliverables outlined herein.</p>	<p>30</p>
<p>Total Possible Points</p>	<p>100</p>

Section V. 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.

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.

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.

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 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.
4. 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 thirty (30) 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 April 15, 2024. This Contract shall expire and terminate on April 14, 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.

Attachment A - RFP Proposal Cover Page/Certification

A. Application Cover Sheet

On Behalf of: _____
Proposer Organization

B. Certification

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 B - 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.]

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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 _____