



REQUEST FOR PROPOSALS
For the period July 1, 2021 – June 30, 2022

WORKFORCE INNOVATION AND OPPORTUNITY ACT
(WIOA)

One-Stop Operator

**SERVING THE SOUTH CENTRAL WASHINGTON WORKFORCE
DEVELOPMENT AREA IX
(KITTITAS, KLICKITAT, SKAMANIA AND YAKIMA COUNTIES)**

Release Date:
March 12, 2021

Due Date:
April 14, 2021 4:00 p.m. (Pacific Time)
Any proposals received after that time will not be accepted.

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I. INTRODUCTION & BACKGROUND

A. PURPOSE OF REQUEST FOR PROPOSALS (RFP)

South Central Workforce Council (SCWDC) is soliciting proposals from an organization, or consortium of organizations to fill the role of One-Stop Operator under the Workforce Innovation and Opportunity Act (WIOA) for the South Central Workforce Area, comprised of Kittitas, Klickitat, Skamania and Yakima counties. The purpose of this solicitation is to have one (1) certified one-stop center, branded WorkSource, in the South Central region and one or more connection points/affiliate sites in each county of the region.

This RFP is expected to result in one (1) contract awarded to a single successful bidder to perform the One-Stop Operator role in the South Central Washington region. Bidder must serve as the One-Stop Operator for the WorkSource Center in Yakima County as well as the additional sites in the South Central region. Services in each county are scaled to the relative share of WIOA Title I formula and partner funding. Funds provided by this RFP shall not be used to duplicate facilities or services available in areas (with or without reimbursement) from other federal, state or local sources. Respondents are advised that most documents in the possession of SCWDC are considered public records and are therefore subject to disclosure under the State Public Records Law.

Contracts resulting from this RFP are expected to begin July 1, 2021 and end June 30, 2022, with an option for renewal up to three additional years (through June 30, 2025) without further solicitation. SCWDC reserves the right to extend contracts on a year-to-year basis up to three years based on future funding availability, contractor's satisfactory performance, legislative policy and other factors.

The SCWDC also reserves the right to modify the contract if the US Department of Labor, the State of Washington Employment Security Department, the State of Washington Workforce Training and Education Coordinating Board or the South Central Workforce Council issue rules, policies or guidance, or funding restrictions that require changes local initiatives and contracts to meet the requirements and intent of WIOA.

B. ELIGIBLE PROPOSERS

Proposals will be accepted from all eligible entities, or consortium of entities, as specified in the federal regulations, 20 CFR Section 678.600. One-Stop Operators may be a single entity (public, private or non-profit) or a consortium of entities. If a potential consortium of entities seeks to propose, and one of the entities is a One-Stop partner, at least two additional One-Stop partners must be included in the consortium. The types of entities that may be a One-Stop Operator, and submit a proposal under this RFP include:

- An institution of higher education;
- An Employment Service state agency established under the Wagner-Peyser Act;
- A community-based organization, non-profit organization, or workforce intermediary
- A private for-profit entity;
- A government agency;
- A local workforce development board, with approval of the chief elected official and the governor;

- Another interested organization or entity, which is capable of carrying out the duties of the One-Stop operator. Examples may include a local chamber of commerce or other business organization, or a labor organization.

The entity serving as the One-Stop Operator, that also provides services within the One-Stop delivery system, must establish and demonstrate sufficient firewalls and conflict of interest policies and procedures.

The content of the proposal from the successful bidder will become the basis for the negotiation of a final contract agreement. Applicants are advised that most documents in the possession of SCWDC are considered public record and are subject to disclosure under the State Public Records Law.

C. PROGRAM YEAR 2020 CONTRACTS AND RENEWAL

There is a maximum of \$36,000 in WIOA funds available for the One-Stop Operator functions during the initial 12 month funding period. Additional work may be added based on necessary modifications using the rates established through proposal negotiations.

D. WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) OVERVIEW

This RFP was created in response to the [2014 WIOA legislation](#). WIOA provides the framework for a national workforce preparation system that is flexible, responsive, customer-focused and locally managed. Bidders are strongly encouraged to read [Training and Employment Guidance Letter 04-15](#) issued by the U.S. Department of Labor that outlines the vision for the One-Stop System under WIOA.

The WIOA system is built around six key principles:

1. Alignment of Services: Integrating multiple employment and training programs through the One-Stop delivery system will simplify and expand services for job seekers and employers. WIOA supports the alignment of workforce investment, education and economic development systems in support of a comprehensive, accessible and high-quality workforce development system. Local partners will play a key role in policy development that is customized to meet the needs of the community.
2. Universal Access: Through the One-Stop system, every customer will have access to a set of core employment-related services. WIOA emphasizes the need to increase access and opportunity, particularly for those individuals with barriers to employment, to ensure success in the labor market.
3. Relevant and Responsive Programs: WIOA highlights the need to improve the quality and labor market relevancy of community, state and national employment and training programs. Its goal is 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 the employers need to succeed in the global economy. This principle requires local workforce boards to focus on in-demand industry sectors and occupations, including alternative pathways to employment such as on-the-job training, internships and apprenticeships in order to effectively close the skills gap.

4. Integrated Service Delivery: The legislation promotes improvement in the structure and delivery of services to better address the employment and skill needs of workers, job seekers and employers. Service delivery should be seamless, easy, coordinated and accessible across multiple partners and populations.
5. Continuous Improvement: The legislation promotes improvement in the structure and delivery of services to increase the prosperity of Adults, Dislocated Workers, Youth and employers.
6. Local Oversight: Local boards (such as SCWDC) will be responsible for program planning and oversight of the local system.

WIOA is designed to help job seekers access employment, education, training and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. Congress passed the Act by a wide bipartisan majority; it is the first legislative reform of the public workforce system in 15 years.

WIOA brings together, in strategic coordination, the core programs of Federal investment in skill development:

1. Employment and training services for Adults, Dislocated Workers, Youth and Wagner-Peyser employment services administered by the U.S. Department of Labor (DOL) through formula grants to states; and
2. Adult education and family literacy programs as well as State Vocational Rehabilitation Services programs that assist eligible individuals with disabilities in obtaining employment; both core programs are administered by the U.S. Department of Education (ED).

WIOA also authorizes programs for specific vulnerable populations, including Job Corps, YouthBuild, Indian and Native Americans, and Migrant and Seasonal Farmworker programs as well as evaluation and multistate projects administered by Department of Labor (DOL).

II. SOUTH CENTRAL WORKFORCE COUNCIL AND SOUTH CENTRAL WORKFORCE SYSTEM PARTNERSHIP OVERVIEW

A. SOUTH CENTRAL WORKFORCE COUNCIL

The South Central Workforce Council (SCWDC) serves as the Local Workforce Development Board (LWDB) that develops local policy and oversight over the local One-Stop system and is responsible for organizing a comprehensive, region-wide response to the challenges of building a highly skilled workforce in its designated service area, comprised of Kittitas, Klickitat, Skamania and Yakima Counties in Washington State (WDA 9). As defined in the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, the SCWDC maintains majority private-sector business representation to ensure the voices of local employers are engaged in policy-setting and decision making. The SCWDC works under a Joint Powers/Interlocal agreement with the consortium of County Commissioners.

The South Central Workforce Council strategically oversees the quality and design of the local workforce system. The SCWDC, working with local elected officials, oversees a Memorandum

of Understanding (MOU) between the LWDB and workforce partners regarding the operation and shared costs of the integrated workforce delivery system in the local area.

The SCWDC monitors the development and quality of One-Stop centers, known as WorkSource in Washington State and nationally as American Job Centers. The sites serve as a convenient and recognizable public access point to the workforce system. To achieve optimum collaboration, our system will:

- Provide an environment of collegiality which supports a culture of delivering quality services to the customer;
- Promote individual agency goals as goals of the collective so as to create strategies which support each partner, which in turn enhances the performance of each partner;
- Coordinate planning and integration of services across multiple programs;
- Assist in meeting state and federal mandates to coordinate and collaborate; and
- Provide a learning environment and culture for staff to build and utilize new skills for effective and efficient customer service.

WIOA envisions a workforce system designed to ensure that employment and training services, available through multiple service providers, are integrated through a One-Stop delivery system supports accessibility of high quality services for job seekers and businesses. Bidders are strongly encouraged to read Training and Employment Guidance Letters (TEGLs) 04-15, 15-16 and 16-16 issued by the Department of Labor that outlines the vision and operational guidance for the One-Stop system under WIOA.

B. WORKSOURCE SERVICES AND DESIGN

Services in the WorkSource Center are aligned with the goals of WIOA and have fundamental characteristics to:

- Provide job seekers with the skills and credentials necessary to secure and advance in employment with wages that sustain themselves and their families;
- Provide access and opportunities to job seekers, including individuals with barriers to employment, as defined in section 3(24) of WIOA, such as individuals with disabilities, individuals who are English language learners, and individuals who have low levels of literacy, to prepare for, obtain, retain, and advance in high-quality jobs and high-demand careers;
- Enable businesses and employers to easily identify and hire skilled workers and access other human resource assistance, including education and training for their current workforce, which may include assistance with pre-screening applicants, writing job descriptions, offering space for interviewing, and consultation services on topics such as succession planning, career ladder development, and other forms of assistance;
- Participate in rigorous evaluations that support continuous improvement of a WorkSource by identifying which strategies work better for different populations; and
- Ensure that high-quality integrated data inform decisions made by policy makers, employers, and job seekers.

The intention of the WIOA WorkSource (One-Stop) delivery system is to integrate services for customers. There are mandatory partners that include WIOA Adult, Dislocated Worker, and Youth Programs, and Wagner-Peyser services, Adult Basic Education and Literacy, Vocational Rehabilitation, Job Corps and others specified in the Act.

The following is a list of WorkSource centers and affiliate sites located in Kittitas, Klickitat, Skamania and Yakima Counties and the Council’s designated operator for each center and/or affiliate site.

Location	Lease Holder
Yakima County:	
WorkSource Yakima 1205 Ahtanum Ridge Drive, Suite A Union Gap, WA 98903	Employment Security Department
WorkSource Sunnyside-Affiliate 1925 Morgan Road Sunnyside, WA 98944	Employment Security Department
WorkSource Toppenish-Connection 706 Rentschler Lane Toppenish, WA 98948	Yakima Valley Farm Workers Clinic
Kittitas County:	
WorkSource Kittitas-Affiliate 510 North Pine Street Ellensburg, WA 98926	People For People
Klickitat County:	
WorkSource Columbia Gorge-Affiliate 107 West Jewett Blvd. White Salmon, WA 98672	Employment Security Department
WorkSource Goldendale-Affiliate 116 East Main Goldendale, WA 98620	Employment Security Department
Skamania County:	
WorkSource Stevenson-Connection 40 SW Cascade Avenue, Suite 60 Stevenson, WA 98648	People For People

III. ONE-STOP OPERATOR ROLES AND RESPONSIBILITIES

The Workforce Investment and Opportunity Act (WIOA) provides that each local workforce board select, through a competitive procurement process, a One-Stop Operator to perform duties in support of effective operation of the One-Stop system in the designated service area. The role of One-Stop Operator (Operator) is defined in federal law as “coordinating service delivery of the required One-Stop partners and service providers” with additional duties that may be assigned.

The Operator will utilize strategic, operational, and exceptional customer service skills to collaborate with South Central Workforce Council, WIOA and non-WIOA system partners to achieve the SCWDC’s objectives for the system in alignment with the local vision, mission, and core values. The Operator will report directly to SCWDC Leadership and maintain regular coordination and communication with the South Central Workforce Council.

The Operator role and responsibilities are described below.

1. Interact with all WIOA and non-WIOA partners in the design, implementation, and oversight of a fully integrated service delivery system. This design must include information sharing, cross agency training/professional development, common referral system, common technology including an integrated platform as agreed to by system partners. Partner with SCWDC on common data collection systems.
2. Equally represent all the partners in the WorkSource One-Stop System and be responsible for promoting and living the vision, mission, and goals of the South Central Workforce Council.
3. In partnership with SCWDC leadership, form, expand, and coordinate regional committees to address the needs affecting the WorkSource One-Stop System. Committees might be internally facing (e.g., staff development, hospitality, integrated service delivery) or customer facing (e.g. marketing, accessibility, safety, continuous improvement, and aesthetics).
4. Ensure WorkSource One-Stop System partners continue to align through the lens of integrated services delivery, facilitate processes that leverage, connect, and integrate services across partners in the system.
5. Understand and comply with WIOA, local, state, federal laws, policies, regulations, and guidance.
6. Provide training and technical assistance in the development, implementation, and oversight of WorkSource One-Stop System standards/procedures/protocol to ensure exceptional customer experience for jobseekers, workers, and businesses are met throughout the system.
7. Uses strong customer-centric abilities to ensure that the look and feel of the WorkSource comprehensive center, partner affiliate sites and connection sites are

welcoming and accessible. Serve as intermediary point of contact for partner facilities and shared assets.

8. Coordinate and facilitate operational conversations among partners to ensure a customer-centric and robust services delivery system. Be proactive in addressing partnership and system needs/issues.
9. Ensure all Americans with Disabilities Act requirements are met and managed as required by WIOA in coordination with the SCWDC EO Officer.
10. Create and provide reports to SCWDC Board and One-Stop Committees and other stakeholders as appropriate.
11. Promote the services of the WorkSource One-Stop System center and sites, including review of marketing and outreach materials and management of the center social media with the support of SCWDC staff and WorkSource Leadership team.
12. In partnership with the Integrated Service Delivery contractor, observe daily operations of the WorkSource Yakima and Sunnyside One-Stop System comprehensive centers, including scheduling, staffing patterns for greeting and facilitation, coordinating room reservations for the center and community partners (job fairs, large hiring events, community meetings, tours of visitors and dignitaries) and other center-based staffing responsibilities.
13. Provide functional oversight and guidance to Integrated Service Delivery contractor to conduct a root cause analysis and feedback regarding customer engagement.
14. Participate in ensuring policies are current, reviewed yearly, and remains in compliance with federal, state, and local policies.
15. Provide and/or assist in training WorkSource One-Stop System center staff to ensure compliance with policies, procedures, and practices.
16. Identify issues and provide technical assistance to each one-stop partner related to the provision of career services agreed to by the Memorandum of Understanding.
17. Provide quarterly reports to the South Central Workforce Council and One-Stop Committee on successes and issues. Maintain monthly/ongoing communication with the SCWDC staff with updates or issues that may arise.

IV. PRE-SUBMISSION INQUIRIES AND SUBMISSION INSTRUCTIONS

A. SOUTH CENTRAL WORKFORCE COUNCIL WEBSITE

The primary mode of communication between SCWDC and potential bidders will occur on the SCWDC website at www.southcentralwdc.com. Beginning March 12, 2021, interested parties

can download the Request for Proposal and learn of upcoming events and deadlines. It is the bidder’s responsibility to check the website frequently to stay connected and apprised of changes that may occur throughout the process. A question-and-answer page on the website will be updated as necessary.

Questions regarding the 2021 WIOA One-Stop Operator RFP should be emailed to Sarah Lyczewski at Sarah.Lyczewski@co.yakima.wa.us with “2021 WIOA One-Stop Operator Request for Proposal” in the subject line. Beginning with the release of the RFP, bidders may submit questions in writing via email to Sarah Lyczewski. **Questions regarding this RFP will not be answered over the phone.**

B. LETTER OF INTENT

Bidders are **encouraged** to send a letter of “Intent to Propose” via email to Sarah Lyczewski at Sarah.Lyczewski@co.yakima.wa.us within five (5) business days, by close of business March 19, 2021, after the official release of this RFP.

The letter should include the name, address, phone number and email address of the contact person, and address to Amy Martinez, CEO.

The Letter of Intent is not required; however, the SCWDC will be using this mechanism to communicate with potential bidders regarding the RFP.

C. REQUEST FOR PROPOSALS TIMELINE

The following calendar is presented to advise all prospective Workforce Innovation and Opportunity Act Program bidders of the timelines for the Request For Proposals, review and selection process.

Action	Date	Time
Official Release of RFP	Wednesday, March 12, 2021	
Intent to Propose Due	Wednesday, March 19, 2021	5:00 p.m.
PROPOSAL DUE DATE	Thursday, April 15, 2021	4:00 p.m.
SCWDC Staff Compliance Review Completed	Monday, April 19, 2021	
Planning Committee Proposal Reviews	April 20-April 30, 2021	
Planning Committee Evaluation Results and Recommendations for Award	Week of May 3, 2021	
South Central Workforce Council Awards Approval	Tuesday, May 11, 2021	4:00 p.m.
South Central Consortium Concurrence of Contract Awards	May/June 2021	
Contract Negotiations	May/June 2021	

Contract Start Date	Wednesday, July 1, 2021	
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D. PROPOSAL FORMAT

If you are submitting a proposal as a single entity; or in coordination with other entities as a partnership or a joint venture, the following section should be completed by the entity that is to be held administratively and fiscally responsible.

1. All proposals must be complete with page numbers. Narrative sections must be double spaced on 8 ½ x 11 inch paper, 1 inch margins, using 12 point type or larger. Charts or tables imbedded into the proposal can be smaller than 12 point font; however, they must be legible. Charts and/or tables can be single spaced.
2. Bidders must supply all requested information and conform to the required page limitations. Failure to do so may result in a loss of points or disqualification of the proposal.
3. If your proposal has been prepared by a non-permanent employee or outside consultant or firm, indicate this on the cover sheet of the proposal.
4. All proposals must use the required budget form. Failure to do so may result in a loss of points or disqualification of the proposal.

E. SUBMISSION REQUIREMENTS

All proposals must be received by SCWDC by **4:00 p.m. Pacific Daylight Savings Time on April 15, 2021**. Proposals not received by this time will be automatically disqualified from competition.

Please **electronically** submit all application materials to Sarah.Lyczewski@co.yakima.wa.us.

Electronic submissions must include all of the following:

1. Cover Page (1 page maximum)
2. Narrative Section (9 page maximum)
3. Budget (Addendum 1)
4. Monitoring Reports (no page limits)
5. Certifications and Assurances Forms (Addendum 2-3)

Proposals submitted in response to this RFP shall become the property of the SCWDC. All proposals received shall remain confidential until the apparent successful bidder notification is sent; thereafter, the proposals shall be deemed public records as defined by Revised Code of Washington (RCW) 42.56. Any submitted proposal shall remain a valid proposal for 90 days after the closing date of the RFP.

Withdrawals

A submitted proposal may be withdrawn prior to the proposal due date. A written request to withdraw the application must be submitted to Sarah.Lyczewski@co.yakima.wa.us at the SCWDC. If a bidder does not withdraw a proposal by the due date, the proposal becomes the property of the SCWDC and may be subject to public disclosure according to the Freedom of Information Act.

F. PROPOSAL REVIEW AND EVALUATION PROCESS

1. Proposal Review and Evaluation Process Criteria

a) Phase I - Administrative and Technical Criteria

The staff of the SCWDC will review and evaluate each proposal for acceptability, with the emphasis placed on completeness and responsiveness to the requisite program criteria. Proposals that do not meet the closing date and time requirements will not be reviewed.

The following minimum criteria will be used to determine which proposals continue to Phase II:

- All required services for the program for which they are bidding are addressed;
- All requested information and documentation is included in the application package; and
- The proposal is submitted in accordance with the RFP.

Proposals that do not comply with the requirements of the RFP and/or do not demonstrate an understanding of the objectives of the RFP may be judged non-responsive and disqualified from further consideration.

b) Phase II - Proposal Evaluation Criteria

Proposals that have met the minimum criteria as stated above will then be reviewed and ranked by the Planning Committee. The Planning Committee is comprised of SCWDC Board members (who are not bidding for any of the programs) and SCWDC staff.

Proposals will be ranked based on evaluation criteria outlined below. These rankings will be used as a guide for discussion and determination of recommendations. Note: SCWDC retains the right to request additional information from any bidder or request oral presentations from applicants.

c) Phase III – Recommendation for Award

The Planning Committee will recommend contract awards to the SCWDC Board of Directors. The decision will be subject only to the concurrence of the South Central Consortium of County Commissioners.

The contract award will not be final until the SCWDC and the bidder have executed a mutually satisfactory contractual agreement.

2. Proposal Evaluation Criteria

The Planning Committee will evaluate each submitted proposal based on the following:

- | | |
|---|-------------|
| a) Cover Page | (Yes/No) |
| b) Narrative Section | (80 points) |
| c) Budget (Addendums 1) | (20 points) |
| d) Monitoring Reports | (Yes/No) |
| e) Certifications and Assurances Forms (Addendum 2-3) | (Yes/No) |

The maximum number of points available is 100 points.

Sections A, D and E will be evaluated on a “Yes/No” basis; a “No” in any of these sections will eliminate the bidder from consideration. Points will be awarded for responses to Sections B-C. These sections ask the proposer what they will do, how they will do it, how much it will cost, and how qualified the organization is to successfully carry out their proposal.

All sections must be completed. Failure to complete all of the sections to the satisfaction of SCWDC Planning Committee will eliminate the applicant.

V. PROPOSAL REQUIREMENTS

The instructions for each Proposal section are provided below:

A. COVER PAGE

The proposal cover page must have the following:

- Name of your agency;
- Author of proposal if other than a permanent employee (if applicable); and
- Signed by an agency officer authorized to bind the agency to all commitments made in the proposal.

B. ORGANIZATIONAL CAPACITY.....40 POINTS

The successful bidder must show organizational capacity, including experience in similar activities described in the RFP and working knowledge of the South Central Workforce Council or other workforce development programs/agencies and with the South Central Workforce Development Area (Kittitas, Klickitat, Skamania and Yakima Counties). Personnel assigned to the contract will be experienced and/or well educated in such endeavors.

1. Describe your organizational capacity and any previous experience with providing the services listed in Section III, One-Stop Operator Roles and Responsibilities.
2. Specify the nature and length of experience you or your organization has working with the SCWDC or other workforce agencies and describe how this experience is relevant to the One-Stop Operator Roles and Responsibilities described in this RFP.

C. PROJECT PLAN AND APPROACH.....40 POINTS

The successful bidder must propose a plan and approach that will demonstrate an understanding of partnership development and coordination, knowledge and expertise with utilizing a partnership structure, advising and reporting on improving services.

1. Describe your plan and approach for implementing the One-Stop Operator Roles and Responsibilities, Section III. Provide any other information or potential ideas you'd like to add beyond the One-Stop Operator Roles and Responsibilities.
2. If the proposer is an entity serving as the One-Stop Operator, that also provides services within the one-stop delivery system, please explain how you will establish and demonstrate sufficient firewalls, and implement policies and procedures that avoid and protect against conflicts of interest.

D. BUDGET REQUIREMENTS (ADDENDUMS 1).....20 POINTS

The Budget Worksheet is the Bidder's best representation and estimate of time and effort expected to be delivered in performance of the agreement. Bidders must understand it is only an estimate and the activities and final cost may vary upon final contract negotiation. Please note, at the discretion of the board, the work of the one-stop operator may be increased, decreased or modified where it is found to be beneficial to the one-stop partnership or where change is required to be in compliance with federal, state, and local law, regulations and policy. Allowable payments will be based on the rates and adjustments established in the worksheet and negotiated in the final contract.

Complete the required Budget excel spreadsheets, that are attached to this RFP that can be found on the South Central Workforce Council's website The successful bidder will provide proposed fees and an estimated time commitment which are competitive and reasonable. Budgets will be reviewed for accuracy and completeness.

HOURLY RATE INSTRUCTIONS

1. Hourly Rates (Addendum A)

Lines i. through v. column B. *for the task listed in the column A (activities); please provide an hourly rate and estimated hours needed for preparation and a subtotal for the cost.

Lines i. through v. column C. *for the task listed in column A (activities); please provide an hourly rate and the estimated travel hours to complete the work and a subtotal for the cost.

Lines i. through v. column D. *for the task listed in column A (activities); please provide an hourly rate and estimated time needed for Professional Hours on site with a subtotal for the cost.

Line v. Column B, C and D., *for any other task or work you believe is not included, please;

- (1) List the task;
- (2) Provide an hourly rate;
- (3) Estimated hours, and subtotal line for each activity.

*At the completion of the above budget (Addendum A), all subtotal columns should be summarized and added together in the "Total All Cost" column.

Note: If more than one staff person is assigned to carry out the work of the project, please complete section 1 of *Addendum A*. for each individual and provide the total costs on budget form *Addendum B*. All staff rates on the Budget Worksheet must equal the total of staff wages and fringe under *Addendum B*. of the Budget.

2. Travel

For lines i. through vii In Column A. *If applicable, provide your mileage rate (column B) and anticipated miles (column C) with a total in column D. Provide a grant total at the bottom. $B \times C = D$ (Total all Cost)

3. Contractor Training & Orientation to System

Please provide the (A) estimated number of hours; (B) hourly rate and (C) total cost of Training & Orientation needed by bidder to learn about One-Stop system.

Budget

This form should represent all cost, by category, you are proposing for the project.

BUDGET INSTRUCTIONS

1. Agency- Staff (Addendum B)

Project Staff Wages: A summation of all staff wages as result of the hourly rates derived in Hourly Rate Worksheet (Addendum A).

Project Staff Fringe: A summation of all staff fringe for the total salaries. Fringe includes all staff benefits and payroll taxes.

Staff Travel: A summation of all staff travel costs.

Support Staff Fringe & Wages: A summation of all support staff fringe and wages

2. Subcontracts

On the appropriate line, please provide the amount of any planned subcontracts or professional services for this work. Please list in line under the subcontract.

3. Facilities & Maintenance

Provide all cost to be charged to this project for rents/leases or depreciation of your own building. Also provide totals for utilities and maintenance.

4. Equipment, Maintenance & Supplies

Provide totals in the appropriate space for equipment depreciation, rent or lease of small equipment such as computers, printers or other electronic devices. Please identify any maintenance cost on equipment (e.g. copying machines, computer hardware, etc.) that will be charged to the project.

5. Other

Please provide other proposed cost such as,

- Phone services, internet, publications, etc.
- Training cost for staff, as listed in Addendum A.
- Supplies needed to carry out the work of the project.
- If you have an expense under “specify”, list below.

E. MONITORING REPORTS

Enclose the last two years’ Monitoring Reports from your primary and most relevant funding sources.

F. CERTIFICATIONS AND ASSURANCES REQUIREMENTS (ADDENDUM 3-4)

Complete and sign the Certification and Assurances and Contractor Certification forms from this RFP regarding authorship, conflict of interest and debarment & suspension, and hiring attestation and submit with your application.

VI. ADMINISTRATIVE REQUIREMENTS

A. REGULATORY GUIDANCE

All activity will be in accordance with all applicable current or future federal, state and local laws, rules and regulations. All activity shall be conducted in accordance with the existing or hereafter amended Workforce Innovation and Opportunity Act (WIOA); the U.S. Department of Labor's regulations relating to WIOA; the Washington State WIOA Policies; South Central Workforce Council Policies and Guidance Documents; Contract Provisions; Americans with Disabilities Act; Management and Administrative requirements established by Washington Administrative Code (WAC); and the Revised Code of the State of Washington (RCW).

Bidders selected for funding must also ensure compliance with the following, as applicable: U.S. DOL Notice of Proposed Rulemaking 20 CFR Parts 676, 677, and 678; 20 CFR Parts 603, 651, 652, 653, 654, 658, 675, and Parts 679 through 688; 2 CFR Part 200, OMB Uniform

Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards, and 2 CFR Part 2900, the U.S. Department of Labor adoption of, exceptions to, the OMB Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards. Bidders must comply with government-wide requirements for a drug-free workplace, codified at 29 CFR part 98.

B. ADMINISTRATION OF BIDDER

Any organization operating a program funded by the SCWDC shall have demonstrated the ability to administer and account for WIOA funds. Successful bidders must have:

1. Financial systems that control and properly account for all funds, property, and other assets;
2. Accounting systems that follow Generally Accepted Accounting Principles;
3. Management systems that track program performance and expenditure rates against plan;
4. Record management systems that provide for organized accumulation, filing, and retention of all documentation related to WIOA funds; and
5. Timely and accurate reporting systems, including preparation of monthly performance and participant reports, contract expenditure reports, and interim and final fiscal closeouts.

C. AUDITS

1. To the extent permitted by law, at any time during normal business hours and as often as the South Central Workforce Council, ESD, the Office of the State Auditor, DOL, the Comptroller General of the United States or any of their duly authorized representatives, and any other persons duly authorized by the SCWDC deem necessary, the Subrecipient shall make its records available.
2. To the extent permitted by law, these duly-authorized organizations shall have the authority to audit, examine, and make excerpts or transcripts from records including all Agreements, invoices, papers, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by the Agreement. The Subrecipient will maintain its records and accounts in such a way as to facilitate the audit and to ensure its records are auditable. The Subrecipient is responsible for any audit exceptions resulting from its own actions or those of its Subrecipients.
3. The Subrecipient and its Subrecipients shall adhere to applicable federal Office of Management and Budget Circulars and other applicable federal and state regulations, including but not limited to, OMB 2 CFR 200, 2 CFR 2900 and Washington State WIOA Title I Policy 5255.
4. If the Subrecipient expends \$750,000 or more of federal award money during the Subrecipient's fiscal year, then the Subrecipient shall purchase a single or program-specific audit for that year by a government auditor or public accountant who meets the standards for independence as specified in the Government Auditing Standards. The audit must comply with the Single Audit Act as supplemented by the audit requirements of 2 CFR 200 and 2 CFR 2900, including but not limited to CFR 200.501-.521 and CFR 2900.20-.22.

5. If the Subrecipient expends less than \$750,000 of federal award money during the Subrecipients fiscal year, then the Subrecipient is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Council, state, federal government or their authorized representative.

D. INSURANCE

The bidder shall carry, without interruption during the term of the Contract:

1. Commercial General Liability Insurance, including contractual liability, in adequate quantity to protect against legal liability arising out of Agreement activity but no less than One Million dollars (\$1,000,000) per occurrence. Additionally, the Subrecipient is responsible for ensuring that any Subrecipient provide adequate insurance coverage for the activities arising out of subcontract. General Aggregate \$2,000,000
2. Professional Liability Coverage, or ensure that any licensed or certified professional providing contacted services carries their own professional liability coverage, with a minimum limit of \$300,000 per incident, loss, or person.
3. Business Automobile Liability Insurance, with a minimum limit of one million dollars (\$1,000,000) CSL, when vehicles owned or leased by the Subrecipient or its employees or volunteers are used to provide services in performance of this Agreement.
4. Industrial Insurance, the Subrecipient shall comply with the provisions of Title 51 RCW, Industrial Insurance, and shall provide or purchase industrial insurance coverage prior to performing activities under this Agreement. The Council will not be responsible for payment of industrial insurance premiums or for any other claim or benefits for this Subrecipient, or any Subrecipient or employee of the Subrecipient, which might arise under the industrial insurance laws during the performance of duties and services under this Agreement. Should the Subrecipient fail to secure industrial insurance coverage or fail to pay premiums on behalf of its employees, the Council may deduct the amount of premiums owing from the amounts payable to the Subrecipient under this Agreement and transmit the deducted amount to the Department of Labor and Industries, Division of Industrial Insurance. This provision does not waive any rights of the Department of Labor & Industry to collect from the Subrecipient.

VII. GENERAL INFORMATION AND PROVISIONS

A. ADDENDA TO RFP

If it becomes necessary to revise the RFP, addenda will be provided to all who have indicated, in writing, their intent to propose. Addenda will also be posted on the South Central Workforce Council's website.

B. AUTHORSHIP

Bidders must disclose any help provided by individuals or agencies outside their own organization with development of the proposal. No contingency fees for such help may be paid from WIOA funds. All proposals become the property of the SCWDC and part of the public record. Bidders may identify any information as proprietary. Proprietary claims not legally protected will be considered and honored at the discretion of the SCWDC.

C. CANCELLATION OF AWARD

The SCWDC reserves the right to cancel an award, immediately, if new WIOA regulations or policies prohibit such a program or make it necessary to substantially change the program purpose or content.

The SCWDC reserves the right to withdraw an award if contract negotiations have not been satisfactorily concluded within thirty (30) days of the award.

D. CONFLICT OF INTEREST

All proposals must contain a statement disclosing or denying any interest, financial or otherwise, that any employee of the South Central Workforce Council or any member of the SCWDC may have in the proposing agency or the proposed project.

E. CONTRACTOR CERTIFICATION – WAGE THEFT PREVENTION

Bidders must comply with SSB 5301 (Chapter 258, 2017 Laws) by completing the attached Addendum 4, Contractor Certification – Wage Theft Prevention. **This attachment MUST be included in your submission and failure to include will result in an automatic rejection of your submission.** SCWDC reserves the right to follow-up with Bidders on their responses and may disqualify Bidders for the answers given.

F. COMMITMENT OF FUNDS

The SCWDC Board of Directors and concurrence of the South Central Consortium are the only individuals who may legally commit the SCWDC to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

G. COSTS TO PROPOSE

The SCWDC will not be liable for any costs incurred by the Bidder in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

H. DEBARMENT AND SUSPENSION

The Bidder shall certify that neither it nor its principals nor its subcontractors are debarred, suspended, or otherwise excluded from participation in federal assistance programs. This

certification is part of the Application Form and must be signed by the bidder's authorized representative and attached to the proposal.

I. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

After the SCWDC announces the Successful Bidder, all Bidders may request a debriefing conference by submitting an email request to the RFP contact person. Bidders must submit all debriefing conference requests writing three (3) business days of the announcement of the Successful Bidder. At the SCWDC's option, the SCWDC may conduct a Debriefing Conference either in person or by telephone. Debriefing Conferences are limited to a maximum of one-half hour in length. Discussion at the debriefing will be limited to the scoring and/or placement of the Bidder. The conference shall not include a comparison of other bids. Failure to request and participate in a Debriefing Conference waives the Bidder's right to Protest.

J. EQUIPMENT

Bidders should limit any equipment purchases. All equipment purchases from this contract must be identified in the proposal and are subject to negotiation and approval by the South Central Workforce Council. All purchases will be in accordance with SCWDC Policy #106 regarding Property Management and Inventory.

K. EQUAL OPPORTUNITY AND NON-DISCRIMINATION

The SCWDC supports Equal Opportunity in employment and training programs. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under or denied employment in the administration of or in connection with any program or activity funded by the SCWDC because of race, color, creed, marital status, religion, sex, sexual orientation, national origin, age, the presence of any sensory, mental or physical handicap, or political affiliation or belief.

The bidder shall agree to provide equal opportunity in the administration of the contract, subcontracts, and other agreements, and in the delivery of services to applicants and participants. The bidder shall agree to make every possible effort to remove artificial barriers to employment. Such barriers include the elimination of sex stereotyping in training and employment and the removal of architectural barriers to people with disabilities.

The bidder assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I--financially assisted program or activity;

2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
5. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The bidder also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the bidder's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the bidder makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

The bidder assures that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any such program or activity funded in whole or in part by this Contract on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, on the basis of either citizenship as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I - financially assisted program or activity.

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

1. Deciding who will be admitted, or have access, to any WIOA Title 1-financially assisted program or activity;
2. Providing opportunities in, or treating any person in regard to, such a program or activity; and
3. Making employment decisions in the administration of, or in connection with, such a program or activity.

The bidder also ensures that it will comply the Methods of Administration (MOA) developed by the Washington State Employment Security Department and any WIOA policies and procedures issued.

J. EXISTING FACILITIES AND SERVICES

The bidder shall, to the extent possible, use existing facilities and services available in the area. Duplicate facilities or services will not be funded unless it is shown that such services or facilities would be more effective or more likely to achieve the SCWDC's performance goals.

K. INDEPENDENT PRICE DETERMINATION

The bidder certifies that the proposal's prices and cost data were determined independently without consultation, communication, or agreement with others to restrict competition. This does not preclude the formation of a consortium to engage in jointly sponsored programs.

L. INQUIRIES

All inquiries about this RFP must be in writing. If inquiries have a significant bearing on the RFP, written answers will be sent to all who have indicated, in writing, their intent to propose. All inquiries and answers will also be posted on the South Central Workforce Council website.

M. LIMITATION

This RFP does not commit the SCWDC to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for services or supplies. The SCWDC reserves the right to reject any proposals received, to negotiate with all qualified sources, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the SCWDC's best interest.

N. LOBBYING

Lobbying is prohibited. Recipients of federal funds have long been subject to restrictions on lobbying activities. Prohibitions and restrictions exist on attempting to influence Congressional members or staff regarding grants, contracts or legislation. No bidder (including Board Members, employees, or other agents) shall contact SCWDC members or staff after the release of the RFP to secure favorable treatment with regard to the awarding of a contract. Should such contact occur, the SCWDC reserves the right to reject the proposal of said offender. At the point of contract award, the successful bidder must comply with all federal, state and local policies on lobbying restrictions and disclosure requirements.

O. NOTIFICATION TO PROPOSERS

The SCWDC will notify the Successful Bidder, and Individuals or firms whose proposal were not selected for further negotiation or aware via email.

P. NO OBLIGATION TO CONTRACT

This RFP does not obligate the SCWDC to contract for services specified herein.

Q. MODIFICATION OF PROPOSAL

If a submitted proposal needs to be modified by the bidder, the **entire** revised proposal package must be resubmitted before the closing date and time. Only the last proposal submitted will be considered.

R. ORAL PRESENTATION MAY BE REQUIRED

SCWDC may, after evaluating the written proposals, elect to schedule oral presentations of the finalists. Should oral presentations become necessary, the SCWDC will contact the top scoring bidders to schedule a date, time, and location. Commitments made by the Bidder during this oral presentation, if any, will be considered binding.

If they become necessary, the oral presentations, will determine the Successful Bidder. The oral presentations will be ranked and the top-ranked firm will be announced as the Successful Bidder.

S. PRE-AWARD SURVEY

The SCWDC reserves the right to inspect and examine, before contract award, the bidder's capability to deliver program services. The survey may include an inspection of facilities, a review of the accounting system, a review of prior program records, and oral interviews with past recipients of service.

T. PRICE WARRANTY

The bidder certifies that proposed costs are not more than those which would be charged any other individual or entity for the same service performed by the bidder. The bidder further certifies that proposed costs are accurate, complete and current, and that the awarding agency may exclude any significant sum by which the price was increased due to the proposed costs being inaccurate, incomplete or out-of-date.

U. PROTEST PROCEDURE

Protests may only be made by Bidders who submitted a response to this solicitation document and who have participated in a Debriefing Conference. Upon completing the Debriefing Conference, the Bidder is allowed five (5) business days to file a protest. Protests must be received by the SCWDC contact person no later than 4:00 p.m., PDT, on the fifth business day following the Debriefing Conference. Protests may be submitted by email or mail.

Bidders protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures will not be considered. This protest procedure constitutes the sole administrative remedy available to Bidders under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the RFP Title, grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests must be addressed to the SCWDC office as follows:

South Central Workforce Council
Attention: Amy Martinez
1205 Ahtanum Ridge Drive, Suite B
Union Gap, WA 98903

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of an evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the procurement document or SCWDC policy.

Protests not based on procedural matters will be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgement on the quality of a proposal, or 2) SCWDC's assessment of its own and/or other agencies' needs or requirements.

Upon receipt of a protest, a protest review will be completed by the SCWDC Planning Committee Chair, SCWDC's Chief Executive Officer and the SCWDC's Programs Director will consider the record and all available facts, and issue a decision within ten (10) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Bidder that also submitted a proposal, the SCWDC reserves the right to provide such Bidder with a copy of the protest and provide them an opportunity to submit its view and any pertinent information.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold SCWDC's action; or
- Find only technical or harmless errors in SCWDC's acquisition process and determine SCWDC to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide SCWDC options which may include:
 - Correct the errors and re-evaluate all proposals, and/or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If the SCWDC determines that the protest is without merit, the SCWDC will enter into a contract with the Successful Bidder. If the protest is determined to have merit, one of the alternatives noted above will be taken.

V. REJECTION OF PROPOSALS

SCWDC reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

W. SUBCONTRACTING

Bidders must disclose any plans for subcontracting program services or activities, including the identity of the subcontractor and the subcontract work statement. The SCWDC reserves the right to approve all subcontracts and modifications. The contractor is responsible for the satisfactory performance of the subcontract.

X. WAIVERS

The SCWDC reserves the right to waive specific terms and conditions contained in the RFP to ensure competitive balance. The bidder accepts all terms and conditions of the RFP unless the bidder has obtained such a waiver. All waivers must be requested and granted in writing.

VIII. REFERENCE MATERIALS

A. SOUTH CENTRAL WORKFORCE COUNCIL INFORMATION

The links below are subject to update or change on an ongoing basis. It is the bidder's responsibility to frequently check the below websites for the most recent information.

South Central Workforce Council: <https://southcentralwdc.com/>

Policies: <https://southcentralwdc.com/policies/>

Local Strategic Plan: <https://southcentralwdc.com/about/>

B. WORKFORCE INNOVATION OPPORTUNITY ACT INFORMATION

Workforce Innovation Opportunity Act of 2014:
<https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf>

US Department of Labor_WIOA Joint Rule for Unified and Combined State Plans, Performance Accountability and One-Stop System Joint Provisions; Notice of Final Rulemaking: <https://www.govinfo.gov/content/pkg/FR-2016-08-19/pdf/2016-15975.pdf>

US Department of Labor Workforce Innovation and Opportunity Act -Technical Assistance & Resources: <http://www.doleta.gov/wioa/>

WIOA Fact Sheet: https://www.doleta.gov/wioa/Docs/WIOA_Factsheets.pdf

WIOA Federal Performance Measures:
<https://www.doleta.gov/performance/guidance/QA.cfm#YP>

Department of Labor Employment and Training Advisories: <https://wdr.doleta.gov/directives/>

C. WASHINGTON STATE WIOA DOCUMENTS

State Workforce Training and Education Coordinating Board Strategic Plan:
<https://www.wtb.wa.gov/planning-programs/washington-state-workforce-plan/>

State WIOA Policies: <https://wpc.wa.gov/policy>

Super Circular Guidance: <https://wpc.wa.gov/policy/staff/super-circular>

It is the bidder's responsibility to check the web page frequently for updates in order to stay informed throughout this RFP process.

IX. ADDENDUMS

ADDENDUM 1 – HOURLY RATE BUDGET WORKSHEETS

BIDDER: _____

1. Hourly Rates										
A - Activities	B - Preparation Hours			C - Driving Rates (if different from Professional hours)			D - Professional Hours on site			E.
	Wages/hr	# of hours	Cost	Wages/hr	Hours	Cost	Wages/hr	# of hours	Cost	
i. Three (3) System partner meetings in each county.										
a. Yakima County										
b. Kittitas County										
c. Klickitat & Skamania Counties										
ii. 4 - 2hr One-Stop Committee Meetings (Yakima)										
iii. 12 - 1hr Meetings with WDC Staff (Yakima)										
iv. 4 - 2hr WDC Quarterly Meetings										
v. Other (Specify):										
Total All Costs										

2. Travel						
A. Activity				B.	C.	D.
				Mileage Rate	# of miles	Total
i. Yakima County system partner meetings (3)						
ii. Kittitas County system partner meetings (3)						
iii. Klickitat & Skamania County system partner meetings (3)						
iv. 4 One-Stop Committee Meetings (Yakima)						
v. 6 Meetings with WDC Staff (Yakima)						
vi. Contractor training and orientation to system						
vii Other (specify):						
Total All Costs						

3. Contractor Training and Orientation to Sytem			
Inlude in Section E. on Addendum B.	A - # of hours	B - Wages/hr	C - Total Cost
Total All Costs			

ADDENDUM 2 – ONE-STOP OPERATOR BUDGET WORKSHEET

BIDDER: _____

A.	<u>Agency-Staff :</u>	Klickitat & Skamania	Kittitas	Yakima	Total
	Project Staff Wages:				\$ -
	Project Staff Fringe:				\$ -
	Staff Travel:				\$ -
	Support Staff Fringe and Wages				\$ -
B.	<u>Subcontracts:</u>				
	Subcontracts				\$ -
	Name (if applicable):				\$ -
	Professional Services:				\$ -
C.	<u>Facilities & Maintenance:</u>				
	Depreciation:				\$ -
	Rent/Lease:				\$ -
	Utilities:				\$ -
	Maintenance:				\$ -
D.	<u>Equipment, Maintenance & Supplies:</u>				
	Depreciation:				\$ -
	Rent/Lease:				\$ -
	Maintenance:				\$ -
E.	<u>Other:</u>				
	Communications:				\$ -
	Training (e.g. conferences, workshops)				\$ -
	Supplies:				\$ -
	Other (specify):				\$ -
TOTALS:				\$ -	\$ -

ADDENDUM 3 – CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the SCWDC without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. I/we understand that the SCWDC will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the SCWDC, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
5. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
6. I/we disclose any help provided by individuals or agencies outside your organization in developing the proposal.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. I/we give priority to existing Adult, Dislocated Worker and Youth Program staff for job openings as a result of this contract award.
9. I/we disclose or deny any interest, financial or otherwise, that any employee of the South Central Workforce Development Council or any member of the South Central Workforce Development Council Board of Directors or Consortium of County Commissioners may have in the proposing agency or proposed project.
10. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
11. I/we declare, by submission of this proposal, that we are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

On behalf of the Bidder submitting this proposal, my name below attests to the accuracy of the above statement. We are submitting a scanned signature of this form with our proposal.

FIRM NAME: _____

Name of Contractor/Bidder – Print full legal entity name of firm

Signature

Date

ADDENDUM 4 – CONTRACTOR CERTIFICATION-WAGE THEFT PREVENTION

Prior to awarding a contract, agencies are required to determine that a bidder is a ‘responsible bidder.’ See RCW 39.26.160(2) & (4). Pursuant to legislative enactment in 2017, the responsible bidder criteria include a contractor certification that the contractor has not willfully violated Washington’s wage laws. See Chap. 258, 2017 Laws (enacting SSB 5301).

I hereby certify, on behalf of the firm identified below, as follows (check one):

NO WAGE VIOLATIONS. This firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement solicitation date.

OR

VIOLATIONS OF WAGE LAWS. This firm has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), a provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement solicitation date.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

FIRM NAME: _____
Name of Contractor/Bidder – Print full legal entity name of firm

Signature

Date