

REQUEST FOR PROPOSAL (RFP)

Regional Sector Partnership Convener

RFP RELEASE DATE:

September 18, 2023

PROPOSAL SUBMITTAL DEADLINE:

October 19, 2023 at 12 PM EST

PURPOSE: The Waccamaw Regional Council of Governments (WRCOG) on behalf of the Waccamaw Workforce Development Board (WWDB) is seeking the submission of Proposals to provide consulting services for the Greater Pee Dee Super Region (GPDSR) Sector Partnership. The consultant will act as a Convener whose role will include bringing together employers, economic development entities, educators, and workforce development agencies to collaborate on addressing the skills gap in the local workforce.

WRCOG serves as the administrative entity and fiscal agent for the Workforce Innovation and Opportunity Act (WIOA). The WWDB is the local entity that implements the Workforce Innovation and Opportunity Act (WIOA) in Georgetown, Horry and Williamsburg counties of South Carolina. Appointed by the Chief Local Elected Officials (CLEO), the WWDB is responsible for planning and overseeing local workforce development programs. The majority of the WWDB members are business representatives while other members include representatives of education providers, labor organizations, community-based organizations, economic development agencies, and partners participating in the SC Works system.

The GPDSR consists of three Workforce Development Areas: Santee Lynches (Kershaw, Lee, Sumter and Clarendon counties), Pee Dee (Florence, Darlington, Marion, Dillan, Chesterfield and Marlboro counties) and Waccamaw (Horry, Georgetown and Williamsburg counties) as lead. This larger regional partnership promotes regional collaborations of employers, educators, workforce developers and other stakeholders that address the skills gap of critical industries across the super region. 20 CFR § 679.300(a) mandates that, among other critical tasks, the vision and purpose of the Local Workforce Development Board (LWDB) includes "the development of effective approaches including local and regional sector partnerships". WIOA requires each "Super Region" to develop and submit to the Governor a comprehensive four-year plan. This plan serves as a four-year action plan to develop, align, and integrate regional service delivery strategies with those that support the State's strategic and operational goals.

The proposal **MUST** be received by the Waccamaw Regional Council of Governments (WRCOG) by Thursday, October 19, 2023 at 12 PM EST. Any proposal received after the deadline will be deemed non-responsive. An electric copy of the proposal shall be emailed to Kim McCutchen (kmccutchen@wrcog.org).

This solicitation does not commit WRCOG to award a contract, to pay any cost incurred in the

preparation of the RFP, or to procure or contract for goods or services. It is the responsibility of each offeror to see that the RFP is received by WRCOG on or before the date and time specified for the opening. No RFP will be accepted thereafter. WRCOG reserves the right to reject any or all bids and to waive any informalities and technicalities in the selection process.

The term of any Contract(s) resulting from this RFP is to be for the period beginning November 1, 2023 and continuing through March 1, 2025.

VISION

The WRCOG is looking to contract a consultant to serve as Convener to assemble a sector partnership for the diversified manufacturing industry. The GPDSR will begin with smaller partnerships identified by the WDB at the local level. After those partnerships have been established, convening at the larger regional level will occur.

One of the most important roles in creating a successful sector partnership is the Convener. The Convener plays an essential role in keeping a sector partnership on track and moving forward to accomplish the goals of the businesses in the partnership. This role is the backbone of the sector partnership, providing administrative, project management, and facilitation support to keep the partnership focused and productive.

SCOPE OF WORK

The Convener will bring together employers, economic development entities, educators, and workforce development agencies to collaborate on addressing the skills gap in the local workforce. Through these partnerships, employers will have a direct role in shaping the training and education programs that prepare workers for the jobs of the future.

The Convener will be responsible for coordinating a full regional meeting twice a year as well as establishing, managing and facilitating local area partnerships at a minimum of once a quarter.

The job duties would include the following:

- Coordinate and schedule upcoming meetings at the local level;
- Arrange lunch logistics of meeting locations (ideally at business locations) and food;
- Arrange planning calls with business leaders and key support partners to develop agenda and plan for partnership meetings;
- Serve as the primary point of contact for both business leaders and public partners for the sector partnership;
- Recruit support partners to help advance partnership priorities;
- Facilitate partnership meetings without pushing an agenda.

FUNDING

The funding for this consultant is through a grant received by SC Department of Employment and Workforce. Total funding is \$75,000 and will be from November 1, 2023 and continuing through March 1, 2025. The budget is attached as Attachment A.

The Contractor shall be compensated for the services to be performed by monthly reimbursement based on allowable expenditures actually made.

The Contractor shall submit proper budgets, invoices and reports as required by the LWDA to be reimbursed.

All costs incurred by the Contractor must be within budget amounts in the line item budget in the proposal or in an approved amended budget. Costs will be reimbursed at a rate not to exceed the approved budgeted program expenditures on a monthly basis.

SUBMISSION INFORMATION AND REQUIREMENTS

General Submission Information

To be considered, a proposal must be submitted along with other supporting documentation in accordance with the instructions in this RFP. When evaluating a proposal, the WRCOG and the GPDSR Committee will consider how well the respondent has complied with these instructions and provided the required information. Any offeror may be requested to make an oral presentation of its proposal. Such presentations provide an opportunity for the offeror to clarify its proposal and to ensure mutual understanding. Any presentations will be determined and scheduled solely by the WRCOG.

No questions can be answered by telephone at any time during the response period. All questions must be communicated through kmccutchen@wrcog.org. Questions submitted should be electronic and include in the subject line Questions – Sector Strategies Partnership Convener Procurement. Questions without the assigned subject line will not be considered. All questions and answers will be posted on the www.waccamawworks.org website.

The proposal, as well as any reference materials presented, must be typed in English on standard portrait 8 ½ " by 11" size and no longer than five pages. Landscape orientation containing charts, spreadsheets, and oversize exhibits is permissible.

Number of Proposals to be Submitted

Each offeror must submit one electronic proposal via email to kmccutchen@wrcog.org.

Format for Proposal

Proposals are to be prepared in a manner designed to provide the WRCOG with a straightforward presentation of the offeror's capability to satisfy the requirements of this RFP. Please address each section in your proposal submission and divide each section of your proposal by the identifying section headers.

Section I

Provide a brief history of the firm and its experience providing services for organizations such as ours. Describe relevant individual experience for key personnel proposed for the project.

Section II

Describe the proposer's purpose and approach to address the requirement in this RFP in detail. Consultant shall provide a detailed approach to undertaking the tasks proposed in the Scope of Services including a recommended methodology for each task. Consultant shall highlight opportunities, challenges, and priorities of this project.

Section III

State the schedule and availability of the proposer to undertake the project. The schedule should demonstrate how the Consultant intends to complete the work within the timeframe specified in this RFP. At a minimum, the schedule should include a breakdown by tasks, milestones, major deliverables, and critical events to include a timeline for the local and regional meetings.

Section IV

Provide a list of at least three references. Include a contact name and telephone number. Consultant shall provide three (3) references that have contracted with the submitting Consultant for which similar services and technical analysis have been performed.

BASIS OF SELECTION

All responses will be reviewed by the WRCOG and Pee Dee Regional Workforce Area Committee. The award of contract is expected to take place within 60 days of the proposal due date. Each proposal will be ranked using the following criteria:

Proposer Capability and Experience: 40 percent

Consideration will be given based on the following:

- General summary of Proposer's history
- Number of years working with regional and/or sector partnerships
- Number of years working with Employers and Local Governments

Understanding of the Purpose and Approach: 30 Percent

A determination will be made of the consultant's understanding of the purpose and tasks as presented in the RFP. Evaluation will be based on the information presented in the consultant's proposal, the allocation of time on specific tasks. Proposer must address their approach to the project, the comprehensiveness of the proposed approach, and the techniques to be used.

Staff Qualifications: 20 Percent

Qualifications of professional personnel will be measured by both education and experience, and with particular reference to experience on similar projects.

- Include summary resumes of key staff to be involved in technical assistance.
- Include experience of other organizations where technical assistance was provided.

Schedule/Timeline: 10 Percent

The prospective consultant will be evaluated on their ability to follow a schedule that will successfully complete the project within a reasonable time frame.

Selection Criteria Summary:

Proposer Capability and Experience	40 Percent
Understanding of the Purpose and Approach	30 Percent
Staff Qualifications	20 Percent
Schedule and Timeline	10 Percent
Total:	100 Percent

Contract Award

A contract shall be awarded to the responsible offeror whose proposal is determined to be most advantageous, taking into consideration the evaluation factors set forth hereinafter. However, the right is reserved to reject any and all proposals received, and in all cases WRCOG will be the sole judge as to whether an offeror's proposal has or has not satisfactorily met the requirements of this RFP.

WRCOG may require Best & Final Offerors selected to participate in negotiations, technical revisions or other revisions to their proposals prior to contract finalization. There may be a preliminary selection for Best and Final Offerors. Terms and conditions that are included in this RFP will be a part of all Contracts awarded.

CONTRACT AND NOTICE OF AWARD

Notice of Award

Notice of "Intent to Award Contracts" will be e-mailed to offerors, informing them of the success, or lack thereof, of their proposal.

A proposer has seven (7) days from the "Intent to Award" notification to file a protest. Protest procedures are available upon request.

CONTACTS

All questions regarding this project should be directed to:
Kim McCutchen
Waccamaw Business Services Representative
kmccutchen@wrcog.org

WORKFORCE INNOVATION AND OPPORTUNITY ACT

ATTACHMENT A BUDGET DETAIL OPERATING EXPENSES

Grantee: TBD - Convener

Activity Designation: Sector Partnerships

OPERATING EXPENSES					ADMINISTRATION		PROGRAM	
OBJECT NAME:	COST PER MONTH	NUMBER OF MONTHS	TOTAL AMOUNT	%	AMOUNT	%	AMOUNT	
1. Consumable Supplies - Meeting Support Supplies	\$0	0	\$0	0%	\$0	0%	\$0	\$0
2. Communications	\$0	0	\$0	0%	\$0	100%	\$0	\$0
3. Postage	\$0	0	\$0	0%	\$0	0%	\$0	\$0
4. Staff / WDB Training - Local Area (miles) () - Outside Area (# of trips) ()	\$0 \$0	0 0	\$0 \$0	0% 0%	\$0 \$0	0% 0%	\$0 \$0	\$0 \$0
5. Travel - Mileage - 381 miles per month @ \$.655 / mile	\$250	24	\$6,000	0%	\$0	100%	\$6,000	\$6,000
6. Equipment Expense - Laptop	\$0	0	\$0	0%	\$0	100%	\$0	\$0
7. Premises Rent - Meeting Space Costs	\$0	8	\$0	0%	\$0	0%	\$0	\$0
8. Heat, Light, Water, and Janitorial	\$0	0	\$0	\$0	\$0	0%	\$0	\$0
9. Services / Miscellaneous Contractual Convener Services	\$2,875	24	\$69,000	0%	\$0	100%	\$69,000	\$69,000
10. Non-Expendable Equipment Event Support Equipment	\$0	0	\$0	0%	\$0	100%	\$0	\$0
TOTAL OPERATING EXPENSES			\$75,000		\$0		\$75,000	

Waccamaw Workforce Development

ATTACHMENT A

BUDGET SUMMARY

Grantee: TBD - Convener

Activity Designation: Sector Partnerships

I. ADMINISTRATION:

1. Salaries, Fringe Benefits and Indirect Cost

2. Operating Expenses

3. Sub-Tier Administration

4. Other (Specify)

5. Sub-Total

II. PROGRAM:

1. Salaries, Fringe Benefits and Indirect Cost

2. Operating Expenses

3. Participant Activities Cost

4. Participant Services

5. Sub-Tier Program

6. Other

7. Sub-Total

III. TOTAL GRANT COST (I + II)

\$75,000

\$75,000

\$75,000

APPENDIX A

TERMS AND CONDITIONS

Allowable Costs and Cost principles

The Contractor, as a sub-recipient of an award under title I of WIOA must follow 2 CFR part 200, including any exceptions identified at 2 CFR part 2900 including the cost principles at subpart E and appendices III through IX.

Only those costs that are allowable, actually incurred, paid, properly documented in detail, submitted on time and within the grant period will be reimbursed.

In general, to be an allowable charge to WIOA, a cost must meet the following principles:

- Costs must be necessary and reasonable for the performance of the award.
- Costs must be allocable to the grant.
- Costs must be authorized and not prohibited under federal, state or local laws or regulations.
- Costs must receive consistent treatment by the sub-recipient.
- Costs must be adequately documented.
- Costs must conform to federal exclusions and limitations.

Americans With Disabilities Act (ADA) The firm shall comply with the ADA, as applicable.

Assignment No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Council of Governments Representative.

Audits and Reviews The firm shall, throughout the life of the contract, participate in State and Federal audits. The firm shall provide support to Waccamaw Regional Council of Governments during any and all audits. The support shall include, but shall not be limited to, producing documentation, gathering data, preparing reports or correspondence, and assisting Waccamaw Regional Council of Governments in responding to questions.

Bankruptcy (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Waccamaw Regional Council of Governments. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all Waccamaw Regional Council of Governments contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is void-able and subject to immediate termination by the

Waccamaw Regional Council of Governments upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

Choice of Law the Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

Competition This solicitation is intended to promote competition. If the language, specifications, terms and conditions or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested respondent to notify the Waccamaw Regional Council of Governments in writing so as to be received five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to the award.

Compliance with Codes, Ordinances, Industry Standards During the term of this contract, it shall be the firm's responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules and regulations, tariffs, and industry standards.

Compliance with Federal Regulations All State or Federal requirements that are more restrictive shall be followed.

Confidential Information For every document Respondent submits in response to or with regard to this solicitation or request, Respondent must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Respondent contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a) (1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Respondent submits in response to or with regard to this solicitation or request, Respondent must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Respondent contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Respondent submits in response to or with regard to this solicitation or request, Respondent must separately mark with the word "PROTECTED" every page, or portion thereof, that Respondent contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, Waccamaw Regional Council of Governments may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Respondent (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that

any information not marked, as required by these proposals instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, Waccamaw Regional Council of Governments will detrimentally rely on Respondent's marking of documents, as required by this proposal instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Respondent agrees to defend, indemnify and hold harmless the Waccamaw Regional Council of Governments, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Respondent marked as "confidential" or "trade secret" or "PROTECTED".

Contract amendments, modification and change orders any change orders, alterations, amendments or other modification hereunder shall not be effective unless reduced to writing and approved by the Waccamaw Regional Council of Governments and the contractor.

Contract Period The contract will run from November 1, 2023 through March 1, 2025.

Contractor's Liability Insurance

Minimum insurance coverage carried by the Respondent shall not be less than following:

Worker's Compensation	\$250,000 each person
Comprehensive (Including Products)	\$1,000,000 each occurrence \$250,000 property damage each occurrence
Automotive Liability	\$250,000 each person \$1,000,000 each occurrence \$250,000 property damage; each occurrence

Contractor's Obligation – General. The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

Debarment, Suspension, and Other Responsibility Matters

The Grantee agrees to comply with 2 CFR Part 200.213, which states that non-Federal entities and contractors are subject to the non-procurement and debarment and suspension regulations.

Drug-Free Workplace (Public Law 100-690)

The Grantee agrees to comply with provisions of 41 U.S.C. §702 in providing a drug-free workplace.

Equal Opportunity Assurances

As a condition to the award of financial assistance from the US Department of Labor under Title I of WIOA, the Grantee assures that it is aware of and has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance. These laws include, but are not limited to:

- A. *Section 188 of the Workforce Innovation and Opportunity Act (WIOA)*, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;
- B. *Title VI of the Civil Rights Act of 1964*, as amended, which prohibits discrimination on the bases of race, color, and national origin;
- C. *Title IX of the Education Amendments Act of 1972*, which prohibits discrimination on the basis of sex in educational programs;
- D. *Section 504 of the Rehabilitation Act*, which prohibits discrimination against qualified individuals with disabilities;
- E. *The Age Discrimination Act of 1975*, as amended, which prohibits discrimination on the basis of age; and
- F. *The South Carolina Pregnancy Accommodations Act*, which protects employees and applicants who have medical needs arising from pregnancy, childbirth, or related medical conditions.
- G. The Grantee also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the Grantee's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The Grantee understands that the United States has the right to seek judicial enforcement of this assurance.

False Claims According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

Fixed Pricing Any pricing provided by contractor shall include all costs for performing the work associated with that price, except as otherwise provided in this solicitation, contractor's price

shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

For Cause Termination by the Waccamaw Regional Council of Governments for cause, default or negligence on the part of the contractor shall be excluded from the foregoing conditions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default clause in this Proposal shall apply.

For Convenience In the event that this contract is terminated or canceled upon request and for the convenience of the Waccamaw Regional Council of Governments without the thirty (30) days advance written notice, then the Waccamaw Regional Council of Governments may negotiate reasonable termination costs, if applicable.

Force Majeure The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of the causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet required delivery schedule.

Indemnification The Waccamaw Regional Council of Governments, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials furnished by the contractor, provided that such liability is not attributable to negligence on the part of the Waccamaw Regional Council of Governments or failure of the Waccamaw Regional Council of Governments to use the materials in the manner outlined by the contractor in descriptive literature or specifications submitted with the contractor's proposal.

Lobbying (2 CFR §200.450)

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Grantee, 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.
- B. If any funds other than federally 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 Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

Non-Appropriations Any contract entered into by the Waccamaw Regional Council of Governments resulting from this proposal invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

Non-Indemnification Any term or condition is void to the extent it requires the Waccamaw Regional Council of Governments to indemnify anyone.

Notice: (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the Waccamaw Regional Council of Governments shall be to the Council of Governments Representative's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

Ownership of Material Ownership of all data, material and documentation originated and prepared for the Waccamaw Regional Council of Governments pursuant to this contract shall belong exclusively to the Waccamaw Regional Council of Governments.

Presentation Proposers may be required or requested to make an oral presentation of their proposal to the WRCOG. Presentations provide an opportunity to clarify proposals and to ensure mutual understanding. The WRCOG will determine the need, location, format and schedule for any presentations. The WRCOG also reserves the right to cancel scheduled presentations. All Proposers who, at the time proposal decisions are made, are reasonably susceptible of receiving an award, will be afforded an equal opportunity to present.

Proposal Acceptance Period In order to withdraw your proposal after the minimum period specified on the Cover Page, you must notify the Council of Governments Representative in writing.

Proposal Rejection/Cancellation This solicitation does not commit the Waccamaw Regional Council of Governments to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services.

Waccamaw Regional Council of Governments reserves the right to reject any and all proposals and to cancel this solicitation in its entirety if it is in the best interest of Waccamaw Regional Council of Governments to do so.

Propose in English and Dollars Proposals submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

Publicity Releases The firm shall not have the right to include Waccamaw Regional Council of Governments' name in its published list of customers without prior approval. With regard to news releases, only the name of the firm, type and duration of contract may be used and then only with prior approval of Waccamaw Regional Council of Governments. The firm agrees not to publish or cite in any form any comments or quotes from Waccamaw Regional Council of Governments Board members or staff. The firm further agrees not to refer to award of this contract in commercial advertising in such a manner as to State or imply that the products or services provided are endorsed or preferred by Waccamaw Regional Council of Governments.

Relationship of the Parties Neither party is an employee, agent, partner, or joint venture of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

Respondent's Qualifications By submission of a proposal, you are guaranteeing that all services meet the requirements of the proposal during the contract period. Respondents must, upon request of the Waccamaw Regional Council of Governments, furnish satisfactory evidence of their ability to furnish services in accordance with the terms and conditions of these specifications. The Waccamaw Regional Council of Governments reserves the right to make the final determination as to the Respondent's ability to provide the products or services requested herein. All amendments to and interpretations of the solicitation shall be in writing from the Council of Governments representative. The representative shall not be legally bound by any amendment or interpretation that is not in writing.

Respondent's Responsibilities Each respondent shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. Failure to do so will be at the Respondent's risk. It is expected that this will sometimes require on-site observation. The failure or omission of a Respondent to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

Responsiveness/Improper Proposals Proposals for supplies or services other than those specified will not be considered unless authorized by the Solicitation. Respondents may submit more than one proposal, provided that each proposal has significant differences other than price. Each separate proposal must satisfy all Solicitation requirements. If this solicitation is a Request for Proposals, multiple proposals may be submitted as one document, provided that you clearly differentiate between each proposal and you submit a separate cost proposal for each proposal, if applicable. Any Proposal which fails to conform to the material requirements of the Solicitation may be rejected as non-responsive. Proposals which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, a Proposal will be rejected if the total possible cost to the Waccamaw Regional Council of Governments cannot be determined. Respondents will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at

the sole discretion of the Council of Governments Representative. The Waccamaw Regional Council of Governments may reject a Proposal as non-responsive if the prices proposed are materially unbalanced between line items or sub-line items.

Safety Precautions Waccamaw Regional Council of Governments assumes no responsibility with respect to accidents, illness, or claims arising out of any work undertaken with the assistance of funds paid under the contract. The firm shall take necessary steps to insure or protect itself and its personnel. The firm agrees to comply with all applicable local, State, and Federal occupational and safety acts, rules, and regulations.

Save Harmless The successful respondent shall indemnify and save harmless the Waccamaw Regional Council of Governments and all officers, agents, and employees, from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright. Respondent shall have no liability to the Waccamaw Regional Council of Governments if such patent, trademark or copyright infringement or claim is based upon the responder's use of material furnished to the respondent by the Waccamaw Regional Council of Governments.

Service of Process Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Contact on Page Five or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

SC Law Clause Upon award of a contract under this Statement, the person, partnership, association, or corporation to whom the award is made must comply with the Laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with the State of South Carolina. By submission of this signed Proposal, the respondent agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

Travel and Expense

Contractor's policy must adhere to, and in no event exceed, the current applicable General Services Administration Per Diem and Travel for the applicable area. Only those costs incurred, paid, and properly documented within the grant period and budget line item will be reimbursed. Travel and associated expenses will be properly documented in detail and all documentation must be submitted with the request for reimbursement, FSR, and maintained with other financial documents.

Termination Subject to the conditions below, the contract may be terminated for any reason by the Waccamaw Regional Council of Governments providing a thirty (30) day advance notice in writing is given to the contractor.

In addition, the provisions contained in 2 CFR 200 Appendix II apply as applicable.

Additional Assurances

The Grantee additionally assures that it is aware of and will comply with the following:

- A. *Jobs for Veterans Act (38 U.S.C. §4215)*, which requires recipients to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the US Department of Labor. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. US Department of Labor Training and Employment Guidance Letter 10-09 provides further guidance and can be found at https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816;
- B. *P.L. 113-114, Division E, Title VII, Section 743*, which prohibits an entity receiving Federal funds from requiring employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information;
- C. *P.L. 113-114, Division H, Title V, Section 505*, which establishes that when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all recipients receiving Federal funds shall clearly state:
 - 1. The percentage of the total costs of the program or project which will be financed with Federal money;
 - 2. The dollar amount of Federal funds for the project or program, and
 - 3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The requirements of this part are separate from those in 2 CFR Part 200 and, when appropriate, both must be complied with.

- D. *Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)"*, which requires that recipients of Federal financial assistance ensure that programs and activities provided in English are accessible to LEP persons and thus do not discriminate on the basis of national origin;
- E. *Executive Order 13333*, which establishes this agreement may be terminated without penalty, if the Grantee or any subgrantee engages in: (i) severe forms of trafficking in persons; (ii) the procurement of a commercial sex act during the period of time that the grant is in effect; (iii) the use of forced labor in the performance of the grant; or (iv) acts that directly support or advance trafficking in persons. (22 U.S.C. §7104(g));
- F. *Buy American Notice Requirement*, which provides that in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds available under WIOA, entities receiving the assistance should, in expending the

assistance, purchase only American-made equipment and products, as required by the Buy American Act (41 U.S.C. §10a et seq.);

- G. *Executive Order 13043 Increasing Seat Belt Use in the United States (April 16, 1997)*, which provides that recipients of Federal funds are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned;
- H. *Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (October 1, 2009)*, which provides that recipients of Federal funds are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles, Government-owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government, and to conduct initiatives of the type described in section 3(a) of the Executive Order;
- I. *Special Requirements for Conferences and Conference Space*. Conferences sponsored in whole or in part by the recipient of Federal awards are allowable if the conference is necessary and reasonable for successful performance of the Federal Award. Recipients are urged to use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR Part 200.432.