

**Eastern Kentucky PRIDE, Inc.  
REQUEST FOR PROPOSAL (POWER-01-2019)**

**For**

**Regional Branding Consultant**

**PROPOSALS DUE: Thursday, December 19, 2019 by 4:00 PM EST**

Questions should be directed in writing to PRIDE Contracting Officer, Tammie Nazario, President/CEO via email: [tnazario@centertech.com](mailto:tnazario@centertech.com)

All questions must be received no later than Friday, December 13, 2019 by 4:00 PM EST and will be answered publicly as an addendum to this solicitation no later than 4 p.m. Monday, December 16, 2019

**Submit Proposals to:**

**Attn: Tammie Nazario  
Eastern Kentucky PRIDE, Inc.  
2292 South Highway 27, Suite 230  
Somerset, KY 42501**

## **1.0 INTRODUCTION**

### **1.1 Purpose of the Procurement**

PRIDE is seeking sealed bids to procure a marketing consultant/firm to assist in the overall rollout of a regional branding initiative. This proposal should cover a period of 18 months (January 1, 2020 – June 30, 2021). The initial brand has been developed. The Offeror's plan must use the brand to communicate a very unison message across the forty one county service area to create a positive imaging campaign that will increase tourism visitation.

### **1.2 Overview of Procurement Process**

Proposals shall be submitted in response to this RFP. This procurement shall be a negotiated, solution-based procurement. To accomplish the objective of this procurement the Offeror's Technical Proposals will be evaluated to determine the "best value" for PRIDE. PRIDE will select an Offeror whose proposal brings the best solution to the association.

**Potential Offerors should note that PRIDE reserves the right to withdraw or cancel this procurement at any time prior to the issuance of a Notice of Award.**

### **1.3 Contracting Officer**

The Contracting Officer for this procurement is:

Tammie Nazario, President/CEO  
Eastern Kentucky PRIDE, Inc.

2292 South Highway 27, Suite 230  
Somerset, KY 42501  
Telephone: 606-677-6150  
Email: tnazario@centertech.com

#### **1.4 Proposal Due Date**

Proposals are due no later than 4:00 p.m. (EST) on December 19, 2019. Electronic and facsimile bids will not be accepted.

Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction shall not be subject to public disclosure under the *Kentucky Freedom of Information Act*; however, Offerors must invoke the protections of this section prior to or upon submission of the data or other materials.

The Offeror must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) is/are made should be stated by the Offeror.

Proposals received in the office of PRIDE after the date and time prescribed shall not be considered for Contract award and will be returned to the Offeror.

Each Offeror agrees that proposals will remain firm for a period of 90 days after the date specified for receipt of proposal.

#### **1.5 Audits/Access To Records**

The Contractor shall maintain books, records, and documents of all costs and data in support of the services provided. PRIDE, the Appalachian Regional Commission, Comptroller General of the United States or their authorized representative(s) shall have the right to audit the books, records and documents of the Contractor.

These provisions for an audit shall give PRIDE unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.

Unless otherwise provided by applicable statute, the Contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to PRIDE for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to PRIDE, all its books, records, documents, and other evidence bearing on the costs and expenses of the services relating to the work hereunder.

#### **1.6 Schedule of Events**

See **Appendix A**, Schedule of Events. Proposals will be received at the date and time set forth therein at the following location:

Attn: Tammie Nazario, President/CEO  
Eastern Kentucky PRIDE, Inc.  
2292 South Highway 27, Suite 230  
Somerset, KY 42501

#### **1.7 Definitions of Terms**

- **Best Value**—The expected outcome of an acquisition that, in PRIDE’s estimation, provides the greatest overall benefit in response to the requirement. An approach that highlights the importance of technical merit and/or performance of an offer to satisfy a particular requirement (relative to the importance of the price paid to satisfy a particular requirement) and the ability to offer value added services that will promote the growth of the project.
- **Contractor or Offeror (used interchangeably herein)**—A vendor who returns a properly completed bid in response to a request for solicitation from an authorized agent and shall include all entities and employees of those entities that are directly or indirectly included in a proposal to provide services and/or equipment pursuant to this RFQ.
- **Contract Administration**—The management of all actions that must be taken to assure compliance with the terms of the contract after award.
- **Contracting Officer (CO)**—Any person who is authorized to take actions on behalf of PRIDE to: enter into a contract, amend, modify or deviate from the contract terms, conditions, requirements, and specifications; terminate the contract for convenience or default; to issue final decisions regarding contract questions or matters under dispute. The CO may delegate certain responsibilities to his/her authorized representatives.
- **Contracting Officer Administrative Representative (COAR)**—Any person who is designated to assist in the administration of the contract, or to assist the CO in the discharge of his/her responsibilities.
- **Desirable Requirements**—Specific elements that would be nice to have, but are not considered critical or essential for delivery of the goods or performance of the services.
- **Minimum Requirements**—The minimum or basic elements that are absolutely essential to the requirement.
- **Offeror or Contractor**—Respondent to this Request for Proposal.
- **Request for Proposal (RFP)**—A solicitation used when discussions may be required prior to contract award; a document used for soliciting competitive proposals.
- **Solicitation**—A request to prospective vendors soliciting price quotation or proposal. Contains, or incorporates by reference, the specifications or statement of work, and all contractual terms and conditions.

## BACKGROUND

### 1.8 Overview of Eastern Kentucky PRIDE, Inc.

Eastern Kentucky PRIDE, Inc. (PRIDE) is a non-profit organization created in 1997 to improve water quality. Most recently, PRIDE updated their mission statement to include economic development through tourism. The mission statement now reads: Eastern Kentucky PRIDE’s mission is to contribute to the economic and cultural growth of southern and eastern Kentucky by improving water quality, cleaning up solid waste problems, and advancing environmental education, in order to improve living conditions for its residents while enhancing the potential for tourism industry growth in the region.

The 42 county service area includes: Adair, Bath, Bell, Boyd, Breathitt, Carter, Casey, Clay, Clinton, Cumberland, Elliott, Floyd, Green, Harlan, Jackson, Johnson, Knott, Knox, Laurel, Lawrence, Lee, Leslie,

Letcher, Lincoln, Magoffin, Martin, McCreary, Menifee, Metcalfe, Monroe, Morgan, Owsley, Perry, Pike, Pulaski, Rockcastle, Rowan, Russell, Taylor, Wayne, Whitley, Wolfe

This opportunity will focus on 41 counties. For purposes of this proposal, Taylor County is not included.

## **2.0 SCOPE OF SERVICES (Project Requirements)**

### **2.1 Introduction**

PRIDE has established certain requirements with respect to proposals to be submitted by Offerors:

Whenever the terms “can”, “may”, “should”, “shall”, “must”, “will”, or “is required” are used in the RFP, the specification being referred to is *a minimum* requirement of this RFP. Failure to meet any minimum requirement **will result in a reduction of the score** of the Offeror’s proposal.

### **2.2 Objective of the Procurement**

PRIDE’s long-term objectives include generating positive publicity about Southern and Eastern Kentucky and the region's offerings in consumer travel, travel trade, meeting trade, outdoor recreation, cuisine and culture in order to :

Ensure high visibility for the region.

Innovatively market the region as “The Kentucky Wildlands”.

Create regional buy-in for stakeholders.

Create buy-in for consumer at the regional, statewide and national level.

Counteract negative publicity received by the region in the past.

Increase tourism and visitor spending for Southern and Eastern Kentucky by use of the regional branding initiative.

Encourage consumers to view the area as a four-season destination.

Provide on-going publicity for the region and its tourism industry in order to market southern and eastern Kentucky as a desirable destination.

Capitalize on the current consumer interest in heritage tourism, cultural tourism, adventure tourism and nature-based or agri-tourism by positioning Southern and Eastern Kentucky as a destination with many appealing offerings in those areas as well as other developing trends.

Encourage visitors traveling through the region en route to other final destinations to get off the highway and experience the offerings of Southern and Eastern Kentucky as well as their final destination.

Increase inquiries that can be directly tracked to this regional branding initiative.

Augment and lend credibility to other marketing efforts undertaken by PRIDE, regional destination promotion organizations and tourism related businesses in Southern and Eastern Kentucky.

Lay the groundwork for on-going publicity and media relations' campaigns, which will enable PRIDE staff to easily continue, upon completion of this contract.

The Offeror shall aid in the promotion and/or public awareness of PRIDE and all of its programs to individuals and businesses both inside of and outside of the PRIDE service area.

### **2.2.1. Project Scope**

PRIDE desires to engage the services of an Offeror to create both internal and external buy-in of a regional branding initiative, "The Kentucky Wildlands". The Offeror must develop their own plan and relay such plan as well as the timeline for each component through this proposal. Proposals should include components to be included for the stakeholder buy-in as well as components for the consumer roll-out.

The Contractor selected from this proposal must be available to travel extensively throughout the 41 county region, upon PRIDE's request, for public meetings and other necessary events. Contractor (or designee) must be available to take calls and answer questions from both media and PRIDE staff, on a daily basis.

This proposal is only for the oversight and direction of the regional branding initiative. Key components of the proposal will be procured at the appropriate time. Contractor may be responsible for assisting in the development of Requests for Proposals. In such case, Contractor may not submit a proposal for that particular component. Contractor will also be responsible for working with all other vendors procured under this project to insure the "brand" is being marketed in unison and according to the objectives of this proposal.

Contractor must assist PRIDE in developing and tracking performance measures to easily track the success of this initiative. Contractor must evaluate such goals set and compare to outcomes and re-evaluate approaches, as necessary.

Offerors to this proposal are encouraged to be familiar with the 41 county region. If you are not familiar with the region, you must include a plan of how you will familiarize with the region the initiative's stakeholders, which include but are not limited to: local tourism directors, small business owners and state and local officials.

### **11.0 Information to Be Provided in the Proposal (Minimum Requirements)**

The Offeror **MUST provide** information on the following:

1. Description of experience with similar projects.
2. Project Plan:
  - a. Proposed approach to performing the work delineated, including timeline.
  - b. Include samples of printing projects.

3. Proposed Project Team
4. Explanation of your familiarity with southern and eastern Kentucky (If you are unfamiliar with the area, proposal must include a plan of for familiarizing with the region)
5. References

## **12.0 Project Price**

The fee for this annual program of services will be paid in eighteen equal monthly installments. **THIS AMOUNT INCLUDES ALL EXPENSES** such as postage, telephone charges, photocopying, express mail costs and staff travel required implementing this program.

Each Offeror **MUST** present a price proposal separately for work to be performed. Such price proposal should include all prices (separate provisions for travel and/or per diem will not be accepted). Supplemental Cost Data is neither required nor desired.

Where there is a reference in the RFP to deliverables, submission requirements or other response and contract performance discussions, said discussion must be all-inclusive of all requirements in the RFP. It is incumbent upon the Offeror to read this entire RFP carefully and respond to, and price, **all requirements** and ensure that pricing above includes **all requirements**.

## **13.0 PROPOSAL SUBMISSION**

### **13.1 Economy of Presentation**

Each proposal shall be prepared simply and economically, providing straightforward, concise delineation of Offeror's capabilities to satisfy the requirements of this RFP. Fancy bindings, colored displays, and promotional materials are not required. Emphasis on each proposal must be on completeness and clarity of content. To expedite the evaluation of proposals, it is essential that Offerors follow the format and instructions contained herein.

### **13.2 Submission of Proposals**

Proposals must be identified as follows:

Your Company's Name:

RFP Number: POWER-01-2019

Proposal Opening Date and Time: **As defined in Appendix A – Schedule of Events**

**Any proposal received after the specified date and time WILL BE rejected.**

Submit all proposals to:

**Attn: Tammie Nazario, President/CEO**

**Eastern Kentucky PRIDE, Inc.**

**2292 South Highway 27, Suite 230**

**Somerset, KY 42501**

**Email: tnazario@centertech.com**

## **14.0 EVALUATION AND CRITERIA PROCESS**

## **14.1 Overview**

The evaluation will be conducted in the following steps:

1. Evaluation of Proposal
2. Identification of Offerors eligible for site visits/demonstrations, if needed
3. Evaluation of site visit/demonstration
4. Familiarity with the region/Plan for Familiarization
5. Evaluation of Price Proposals
6. Identification of apparent Successful vendor

In conducting any such discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

Award shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous, bringing “best value” to PRIDE, taking into account all evaluation factors set forth in this RFP. PRIDE reserves the right to reject any and all proposals submitted in response to this request.

## **14.2 Evaluation Organization**

### **14.2.1 Evaluation of Proposals**

The following basic criteria are representative of those frequently used in evaluating the technical aspects of procurement.

#### **UNDERSTANDING THE SCOPE OF WORK AND SOUNDNESS OF APPROACH (25 POINTS)**

1. Indicate an understanding of each task and of the problems to be encountered in its accomplishments.
2. Describe the manner in which each task can be satisfactorily accomplished.
3. How will the proposed approach meet the stated objectives of the RFP?
4. Propose a unique approach that could result in a marked improvement in accomplishing the project.

#### **COMPLETENESS AND THOROUGHNESS IN COMPLIANCE WITH ALL WORK STATEMENT ELEMENTS (25 POINTS)**

1. Present all data relative to the statement of work in the RFP.
2. Thoroughly identify, describe, define, and consider each element of the statement of work.
3. Indicate the proper emphasis on the more difficult requirements.

#### **COMMITMENT TO MEETING THE REQUIREMENTS OF THE STATEMENT OF WORK WITHIN A REALISTIC PROGRAM SCHEDULED (25 POINTS)**

1. Describe the program schedule that includes the accomplishment of each task in the SOW.
2. Indicate how the proposed performance schedule will realistically lead to the satisfactory accomplishment of the task in accordance with specified timeframe.
3. Indicate willingness to commit resources to fulfilling the requirements of the SOW.

#### **CAPABILITY, RESPONSIBILITY, AND PAST PERFORMANCE IN SIMILAR PROJECTS (25 POINTS)**

1. Indicate sufficient breadth and depth of management capability for accomplishing proposed tasks.

2. Indicate previous experience in performing Contracts in similar projects.
3. Provide evidence of the quality (success) of previous experiences in performing the same of similar work.
4. Provide evidence of adequate resources (money, people, and facilities) to perform the work or a plan for obtaining the resources.
5. Qualifications of the key personnel the Offerors plan to devote to the project in relation to the Contract tasks to be accomplished.

Each proposal will be evaluated to determine if it complies with the instructions and requirements as presented to the Offerors in Section 3 and 4 of this RFP.

Any Technical Proposal that is incomplete or in which there are significant inconsistencies or inaccuracies **will result in a reduction of the evaluation score of the proposal.**

### **Evaluation Criteria**

- 1) PRIDE reserves the right to waive variances or reject any or all proposals. PRIDE reserves the right to request clarifications from all Offerors.
- 2) Ratings for the Technical Proposals will be the following:

E	65 Unacceptable (comments required)
D	70-74 Marginal
C	75-83 Average
B	84-90 Above Average
A	91-100 Outstanding

The ratings above reflect the evaluator’s confidence in each Offeror’s ability, as demonstrated in their proposal, to perform the requirements stated in this RFP.

- 3) Areas in the RFP against which these ratings will be applied are as follows:
  - a) Understanding the scope of work and soundness of approach
  - b) Completeness and thoroughness in compliance with all work statement elements
  - c) Commitment to meeting the requirements of the statement of work within a realistic program schedule
  - d) Capability, responsibility, and past performance in similar projects

### **14.2.2 Evaluation of Price Proposals**

Based upon the evaluation results of Proposals, PRIDE will review the Price Proposals for leading Offerors. Price evaluations will be performed and will be ranked according to the best value to PRIDE. PRIDE reserves the right to waive minor variances in the Price Proposal or reject any and all Price Proposals and request resubmission.

### **14.2.3 Identification of Apparent Successful Vendor**

The Offeror, who in the consensus of the Evaluation Committee, PRIDE represents the “Best Value” to PRIDE, will be chosen as the successful Offeror and recommended to the PRIDE’s Board of Directors.

## **15.0 TERMS AND CONDITIONS**

### **15.1 RFP Amendments**

PRIDE reserves the right to amend this RFP prior to the date of proposal submission.

### **15.2 Proposal Withdrawal**

Prior to the proposal due date, a submitted proposal may be withdrawn by the Offeror by submitting a written request to the Contracting Officer named herein. **A person authorized to sign for the Offeror must sign all such requests.**

### **15.3 Cost for Preparing Proposals**

The cost for the development of the proposal is the sole responsibility of the Offeror. PRIDE will not provide reimbursement for such costs.

### **15.4 Requirements**

**15.4.1 ADA REQUIREMENTS:** PRIDE is fully committed to the Americans with Disabilities Act (ADA), which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all PRIDE programs, activities and services. PRIDE Contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having a PRIDE contractual agreement must make the same commitment.

The Offerors submission of a proposal acknowledges commitment and compliance with ADA.

**15.4.2 NON-DISCRIMINATION REQUIREMENTS:** The Offeror, in compliance with Title VI of the Civil Rights Act of 1964, its amendments and other applicable regulations, statutes and executive orders, agrees that it shall not discriminate against any employee, subcontractor, applicant for employment or subcontractor bidder because of race, color, religion, sex, age, national origin or disability.

**15.4.3 EQUAL EMPLOYMENT OPPORTUNITY:** Contractor agrees to comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**15.4.4 COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 AND 40 U.S.C. 276C):** If this Contract exceeds contracts and sub-grants of \$2,000 for construction or Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States:). The Act provides that each Contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the federal awarding agency.

**15.5.5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-333):** If this Contract is in excess of \$2,000 for construction Contracts or excess of \$2,500 for other Contracts that involve the employment of mechanics or laborers the Contractor agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surrounding or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or Contracts for transportation or transmission of intelligence.

**15.5.6. CLEAN AIR ACT (42 U.S.C. 7401 et seq.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 et seq.) AS AMENDED:** If this Contract is in excess of \$100,000 the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**15.5.7 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352):** Contractors who apply or bid for an award of \$100,000 or more shall **complete the attached required certification**. The Contractor certifies that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**15.5.8. DEBARMENT AND SUSPENSION (E.O.'S 12549 AND 12689):** No Contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.'s 12549 and 12 689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If this Contract exceeds \$25,000.00, the Contractor shall **complete the attached required certification** regarding its exclusion status and that of its principal employees.

**Appendices**

Appendix A – Tentative Schedule of Events

Appendix B– RFP Checklist

Appendix C – Required Forms

**Appendix A – Schedule of Events**

EVENT	DATE
Release RFP	<b>December 10, 2019</b>

Proposals Due	<b>December 19, 2019 4:00 PM EST</b>
Proposals are due to: <p style="text-align: center;">Tammie Nazario  President/CEO  Eastern Kentucky PRIDE, Inc.  2292 South Highway 27, Suite 230  Somerset, KY 42501</p>	
Expected Award Date	<b>January 1, 2020</b>

## Appendix B - RFP CHECKLIST

Name of Offeror: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name and address of the Contractor's representative to be contacted in regard to this Request for Proposal and any subsequent Contract.

Representative: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

The following documents **which are included in this Solicitation** shall be incorporated by reference in the resulting Contract and become a part of said Contract:

- A. Terms and Conditions
- B. Appendix B – Price Proposal
- C. Appendix C – RFP Checklist
- D. Certificate regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Submission

**Appendix C - Certificate Regarding Debarment, Suspension, Ineligibility, And  
Voluntary Exclusion Lower Tier Covered Transactions  
All Contracts Exceeding \$25,000.00**

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

**BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION**

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

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Organization

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Name and Title of Authorized Representative

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Signature

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Date

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting the proposals, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which the proposals are submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposals,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rule implementing Executive Order 12549. You may contact the person to which the proposals are submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting the proposals that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting the proposals that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.