

**Eastern Kentucky PRIDE, Inc.
REQUEST FOR PROPOSAL (POWER-01-2021)**

**For Advertising Video Services
For The Kentucky Wildlands**

PROPOSALS DUE: Tuesday, February 16, 2021 by 2:00 PM EST

Questions should be directed in writing to PRIDE Contracting Officer, Tammie Nazario, President/CEO via email: tnazario@kywildlands.com.

All questions must be received, in writing, no later than Monday, February 8, 2021 by 12:00 PM EST and will be answered publicly as an addendum to this solicitation no later than 4 p.m. Tuesday, February 9, 2021.

Submit Proposals to:

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

1.0 INTRODUCTION

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
In 2017 the decision was made to begin the next chapter of PRIDE. After 20 years invested in cleaning up the region, it is now time to start promoting it as a place to visit. Tourism is the vision for spurring the economy in this region. Along with much research, a new destination brand has been created called The Kentucky Wildlands. This destination is looking to start consumer messaging (first time ever) in late fall 2020.

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

2.0 PURPOSE OF PROCUREMENT

PRIDE is seeking sealed proposals to procure a qualified vendor to produce video assets for 2021 marketing efforts. These specific deliverables include:

- A 2-3 minute brand video. This video will be displayed on the upcoming new website www.explorekywildlands.com. It will also be used to tell The Kentucky Wildlands story at industry events and trade shows.
- A minimum of eight (8) Video ads to be used in upcoming digital media campaign. The cost for additional video needs should be included, may they become necessary. We estimate these video to be 15-30 seconds in length. These videos should showcase specific assets such as hiking, paddling, natural assets, etc... These videos will run in the campaign and also be used on social media channels.

All videos should be provided in digital high resolution formats and in formats compatible with Facebook, Twitter, Instagram and YouTube.

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.

2.1 Project Scope

- Inspire visitors to include The Kentucky Wildlands experience in their travels
- Increase visitation to The Kentucky Wildlands website and social media channels
- Increase social media engagement
- Bring The Kentucky Wildlands tourism to life in form of video stories
- Provide engaging content to The Kentucky Wildlands Industry Partners and Stakeholders
- Build and strengthen The Kentucky Wildlands brand

2.1.1 Video should use existing video assets-footage

Use existing footage: Kentucky Tourism and Kentucky State Parks video assets. These have been authorized for our use. A sample of most of these assets can be found in the list below. The natural-raw files for each video will be made available to the chosen vendor.

Link

<https://youtu.be/4bi6Q-5TdDE>

<https://youtu.be/--vcdv2z7wo>

<https://youtu.be/J8-Uq2hJwg8>

https://youtu.be/VsN74g1wG_0

<https://youtu.be/JUWYjnVPsSY>

https://youtu.be/_nknXJNBdu0

<https://youtu.be/Vju4ZIGSF4A>

<https://youtu.be/XY2VBWjBT84>

<https://youtu.be/dIPZ5v4OAIk>

<https://youtu.be/UsPmLgTGCRE>

<https://youtu.be/HpMbng61DtU>
<https://youtu.be/LqIcDOWqYEU>
<https://youtu.be/uQIEFvPCVvk>
<https://youtu.be/zNIwIiioZkI>
<https://youtu.be/PbwQz8jQ9pU>
<https://youtu.be/CfaptAQRyZ4>
<https://youtu.be/qyicYps8icI>
<https://youtu.be/Xx40FKSGpkw>
<https://youtu.be/nwISQWyfKHw>
<https://youtu.be/w9qqLKCFhhQ>

Other assets include high quality drone footage of many of our natural resources (waterfalls, mountain views, natural bridge arch, etc.). We have been given access to these for a pay as you use basis. We will pay these fees separate from this proposal and video vendor will not be responsible for payment of these video use.

Also provided assets will be brand guidelines and general script.

2.1.2 Needed capabilities

The chosen vendor should be able to do the following:

- create and edit script from the base brand story for the 2-3 minute brand video
- write-edit scripts for 15-30 second smaller videos/ads
- Use existing footage and edit-produce final videos
- Provide final video files in needed formats
- Secure music rights from a music library source (if needed)
- Provide a professional voice over (if necessary)
- Design and animate logo and/or graphics for videos.
- Link to download approved files and b-roll footage that is filmed for this project

2.1.3 Ownership Rights

All materials created by the successful vendor become the sole property of Eastern Kentucky PRIDE.

3.0 TERMS OF CONTRACT

Terms of the contract between the agency/agencies and the TDA will be negotiated. Both parties will be required to give 90 days written notice if either wishes to terminate the contract prior to its expiration.

4.0 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.

4.1 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@kywildlands.com

4.2 Proposal Due Date

Proposals are due no later than 2:00 p.m. (EST) Tuesday, February 16, 2021. 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.

Each Offeror agrees that proposals will remain firm for a period of 90 days after the date specified for receipt of proposal. Offeror also agrees that the current COVID pandemic may warrant changes in scope and/or final award, which can be negotiated if that need arises.

4.3 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.

4.4 Schedule of Events

See **Appendix A**, Schedule of Events.

5.0 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.

6.0 INFORMATION TO BE PROVIDED IN THE PROPOSAL (MINIMUM REQUIREMENTS)

The firm selected as The Kentucky Wildlands’ video partner will clearly distinguish itself from other firms and demonstrate compatibility with the destination. The response should include answers to the following questions:

1. How long has the firm been in business providing the services requested?
2. How many full-time/part time employees are employed at the firm?

3. Is there any pending litigation against the firm, and would such litigation hinder your ability to perform?
4. Include brief biographical information for the staff who will be assigned to The Kentucky Wildlands work.
5. Provide three (3) references for the firm, including name, telephone number, and e-mail address for each. The references should state the nature of the relationship with the agency.
6. Describe any prior experience in the tourism category. The ideal agency partner will have a successful track record of: (1) working with hospitality brands; (2) developing and executing highly innovative brand and product creative based on strategic account planning and insightful strategy development; A high level of familiarity of the destination is preferred but not required.
7. List any current travel and tourism category relationships that you currently have. This includes destinations, attractions, hotels and resorts, airlines, cruise lines, tour companies, and rental car companies.
8. Provide a complete list of all current paid and pro bono clients of the firm, and the length of service to those clients.
9. Will you be using any subcontractors or partnerships to service the The Kentucky Wildlands account? Please disclose any relevant category experience and current business relationships with travel and tourism clients held by the partner or subcontractor. The reason why the subcontractor or partner will be part of the The Kentucky Wildlands account team should be stated.
10. Describe how your agency is able to seamlessly pick up gaps when personnel depart so the account is maintained. How have you ensured a continued level of professional service to clients of the agency?
11. Provide no more than three (3) examples of the work of which you are most proud. This work does not necessarily have to be from the travel and tourism category. Explain why each example represents a success story for your firm, and what benefits the work generated for your clients.
12. What is the agency's approach to learning a new client's business? How do you propose to use the first 90 days working on The Kentucky Wildlands account?
13. Offerors must certify they have not been debarred from doing business with the Federal Government. The certification form attached to this proposal **MUST** be signed and returned with the proposal.

6.1 Project Price

Please provide a specific professional fee proposal for executing an annual plan of work for the The Kentucky Wildlands. All parts of the fee proposal are considered negotiable.

7.0 PROPOSAL SUBMISSION

7.1 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.

7.2 Submission of Proposals

Please submit 2 copies of all proposals as noted in Appendix A. An electronic file is required as well and may be included or emailed to tnazario@kywildlands.com. Proposals **MUST** be identified **ON THE OUTSIDE OF SUBMISSION AS WELL AS WITHIN** as follows:

Proposal of (Your Company's Name):

RFP Number: **POWER-01-2021**

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.

8.0 EVALUATION AND CRITERIA PROCESS

8.1 Evaluation Organization

An evaluation committee made up of subject matter experts and/or PRIDE staff and board members will be established to judge the merit of Proposals. The contract awarded under this RFP will be made to the Offeror presenting the best value to PRIDE for this procurement. An explanation of the evaluation by phases follows below.

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 germane 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 the above sections of the RFP.

8.2 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

8.3 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.

9.0 TERMS AND CONDITIONS

9.1 RFP Amendments

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

9.2 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.**

9.3 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.

9.4 Requirements

9.4.1 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.

9.4.2 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.

9.4.3 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."

9.4.4 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.

9.4.5. 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.

9.4.6. 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).

9.4.7 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.

9.4.8. 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 12689, "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 | February 2, 2021 |
| Questions Due | Monday, February 8, 2021 1200 PM ET |
| Proposals Due | February 16, 2021 2:00 PM EST |
| <p>Proposals are due to:</p> <p align="center">Tammie Nazario President/CEO Eastern Kentucky PRIDE, Inc. The Center for Rural Development 2292 South Highway 27, Suite 230 Somerset, KY 42501</p> | |
| | |
| Expected Award Date | February 19, 2021 |

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: _____

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.

Organization

Name and Title of Authorized Representative

Signature

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.