

REQUEST FOR PROPOSAL

One-Stop Operator

LWIA 25 American Job Center Southern Illinois/One-Stop

This Request For Proposal (RFP) is issued by the Southern Illinois Workforce Development Board (SIWDB) for the purpose of establishing a contract with a qualified individual or party to assist in operations of the *LWIA 25 American Job Center Southern Illinois/One-Stop* as described herein.

DATE ISSUED: April 15, 2021

DUE DATE: May 17, 2021

SUBMISSION:

Completed proposals will be due by 3:00 pm on 05/17/2021. The bidder will submit three (3) copies in total. Two (2) printed copies of the proposal, with one containing original signatures, to *Greater Egypt Regional Planning and Development Commission*, 3000 W DeYoung St, Suite 800B-3, Marion, IL 62959, attention Khiry Brown, and one (1) electronic copy of the proposal (e.g., word doc, pdf) to khirybrown@greateregypt.org. An email receipt will be sent to the proposal respondent to acknowledge receipt of the proposal.

CONTACT:

All questions regarding this RFP must be submitted in writing via e-mail to Khiry Brown at: khirybrown@greateregypt.org by 3:00 pm on 5/7/2021. No questions will be accepted after that time. Responses to all questions will be posted on the Southern Illinois Workforce Development Board website at www.siwdb.org within 24 business of receipt.

LIMITATIONS:

This RFP does not commit SIWDB to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies.

EVALUATION AND REVIEW:

Proposals will be evaluated according to the criteria attached in this packet and only in accordance with the written material submitted in the proposal.

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I. GENERAL

A. BACKGROUND

The Workforce Innovation and Opportunity Act (WIOA) of 2014 (HR 803) (<https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf>) authorizes the local board for a local area, with the agreement of the chief elected official for the local area, the development and oversight of a local One-Stop Delivery System for the provision of workforce services. The SIWDB is responsible for workforce development efforts in Local Workforce Innovation Area 25 (LWIA 25). LWIA 25 includes the Illinois counties of Franklin, Jackson, Jefferson, Perry and Williamson. The SIWDB is made up of private and public sector community leaders who hold the responsibility for this system.

The SIWDB oversees and is the policymaker, in partnership with the LWIA 25 Chief Local Elected Officials, for workforce development programs in LWIA 25. The SIWDB makes decisions regarding the type and mix of workforce development services offered in LWIA 25, and the use of federal and state funds available for workforce activities per WIOA and within the Illinois Governor's Guidelines.

The Workforce Innovation and Opportunity Act identifies two primary customers of the local workforce system, employers and job seekers. All services and activities provided under WIOA must take both employers and job seekers into consideration in program implementation.

The WIOA requires each Workforce Board to procure a One-Stop Operator (OSO) and to determine the functions of the OSO, consistent with Federal law and regulation. The local board must select the OSO through a competitive process, as required by §121(d)(2)(A) of WIOA.

B. PURPOSE FOR REQUEST FOR THE PROPOSAL

Consistent with WIOA, the local board, SIWDB, is authorized to designate or certify OSO's to provide career services at the one-stop center as described in Part II (Specifications).

The OSO shall be designated or selected through a competitive process. The one-stop operator may be an entity (public, private or non for profit) or a consortium of entities (three or more of the one-stop partners as defined in the required act), must demonstrate effectiveness, and be located in LWIA 25. *Eligible entities to serve as an OSO:*

- Government agencies or units (e.g., county governments)
- Employment Service State agencies established under the Wagner-Peyser Act
- Educational institutions (e.g., higher education, area career and technical education schools)
- Community-based organizations, nonprofits or workforce intermediaries
- Private, for-profit entities
- Other organizations capable of carrying out the OSO duties (e.g., chambers of commerce, business or labor organizations)

Elementary and secondary schools shall not be eligible for designation or selection as one-stop operators, except that nontraditional public secondary schools, area career and technical education schools may be eligible for such designation or certification.

All applicants must disclose any potential conflict of interest arising from the relationships of the operators with particular training service providers. Applicants cannot establish practices that create disincentives to providing services to individuals with barriers to employment that may require longer-term services, such as intensive employment, training, and education services. They also must comply with Federal regulations, and procurement policies, relating to the calculation and use of profits.

All applicants must demonstrate the existing expertise, capability and capacity to manage the LWIA 25 American Job Center Southern Illinois/One-Stop and deliver workforce development services to our job seeker and employer customers as described in this RFP.

Applicants acknowledge that all services will be provided at the **LWIA 25 American Job Center Southern Illinois/One-Stop in Marion, IL** and that the OSO will report to the Executive Committee of the SIWDB.

Target Groups: The One-Stop Operator must provide the services described in this RFP to the following customers, as appropriate and within funding/eligibility guidelines:

- Employers seeking labor market information, labor exchange services (e.g., posting of job orders, receiving qualified referrals, etc.), specialized training arrangements for current or prospective workers, etc.;
- The general public seeking Job Search Services;
- Individuals who meet the requirements for WIOA registration and are included in the priority of service categories, who are enrolled in and provided Intensive Services and, in some cases, provided Training Services;
- Individuals seeking specialized services such as veterans, ex-offenders, substance abusers, non-high school/GED graduates, individuals with multiple barriers to employment (including older individuals, people with limited English-speaking ability, and people with disabilities), individuals impacted by foreign trade who may be eligible for Trade Readjustment Assistance (TRA), North American Free Trade Agreement (NAFTA), etc.;
- Former WIOA enrollees to whom follow-up services are to be provided; and
- Individuals receiving Temporary Need for Needy Families (TANF) that are subject to work requirements that have been referred by partner agencies;
- Non-custodial parents of the children supported by public assistance.

The One-Stop Operator is required to perform said services for (3) years, with an option for renewal at the discretion of the SIWDB. Renewal will be based on successful performance measures of meeting the needs of the community. (see D. DURATION)

The SIWDB is soliciting proposals from qualified applicants to perform the functions of the One-Stop Operator for the LWIA 25 American Job Center Southern Illinois/One-Stop. The LWIA 25 American Job Center Southern Illinois/One-Stop will be guided by the strategic plan and policies developed by the SIWDB. The successful bidder will be required to align system and center activities with the vision, mission, policies and procedures set forth by the SIWDB, providing integration and delivery of services across partner agencies.

C. FUNDING

A portion of our WIOA funding will be used to accomplish the purpose of this RFP. Every effort will be made to award contracts deemed as meeting the intent of this RFP within reasonable WIOA program budgetary limits. In the event that the total amount of successful projects exceeds the amount of funding initially set aside for this purpose, one or more successful bidder(s) may be asked to negotiate the cost of the project. Proposal not to exceed \$35,000 per year.

D. DURATION

July 1, 2021 to June 30, 2024, with option for renewal at the discretion of the SIWDB. The competitive process must be conducted at least once every four (4) years (§678.605).

E. SUBMITTAL FOR PROPOSAL

The bidder will submit: Two (2) printed copies of the proposal, with one containing original signatures, and one (1) electronic copy of the proposal (e.g., word doc, pdf, rtf on flash drive or cd), 3 copies in total to the following address:

Printed Copies:

Greater Egypt Regional Planning and Development Commission
3000 W De Young St, Suite 800B-3, Marion, IL 62959
Attn: Khiry Brown

Electronic Copy:

Khirybrown@greateregyp.org

Proposals must be received **by 3:00pm, 05/17/2021**

Any proposals received after the deadline will not be reviewed. Proposals will not be accepted by fax.

II. ROLES & RESPONSIBILITIES

WIOA envisions high-quality one-stop-center systems that are business-driven, customer-centered, integrated and tailored to meet the needs of regional economies. The One-Stop Operator of the LWIA 25 American Job Center Southern Illinois/One-Stop will coordinate and integrate services and referrals among program partners as specified in the local and regional plans. (see www.siwdb.org)

The role of the LWIA 25 American Job Center Southern Illinois/One-Stop OSO is to coordinate partner activities and services to ensure the Center continues to meet and improve upon the related One-Stop Certification criteria under the Illinois Workforce Innovation Board Criteria and Procedures for Certifying Comprehensive One-Stop Centers under the Workforce Innovation and Opportunity Act of 2014 (WIOA).

Roles and Responsibilities

The One-Stop Operator, with assistance from the required program partners, will:

- Coordinate and track partner agency referrals,
- Develop a reporting process in conjunction with the Partners for the ongoing tracking of performance and referrals, with monthly reporting to the local board,
- Coordinate, create, and maintain the content and integrity of partner website information and linkages,
- Assist partners responding to economic needs of the local area as specified in the local and regional plans, as well as report outcomes to the local board,
- Assist partners in identifying to recruit and match businesses with the skilled workers they seek,
- Coordinate interagency quarterly meetings,
- Supervise *Navigator* training and activities,
- Compile minutes, notes or agendas meetings convened of the One-Stop Partners to:
 - work with partners to assess customer/client needs as part of the continuous improvement process for the one-stop center,
 - collect customer feedback and work with partners to address issues as part of the continuous improvement process for the one-stop center,
 - periodically review one-stop program(s) and center accessibility,
 - assure one-stop center materials are up-to-date and available for resource room staff and customers, and maintain adequate inventories,
 - report and coordinate maintenance needs with center staff and property owner/manager

A one-stop operator may **not** perform the following functions: convene system stakeholders to assist in the development of the local plan; prepare and submit local plans; be responsible for oversight of itself; manage or significantly participate in the competitive selection process for one-stop operators; select or terminate one-stop operators, career services, and youth providers; negotiate local performance accountability measures; and develop and submit budget for activities of the Local Board in the local area.

One-Stop System Responsibilities

The OSO will be responsible for the on-going coordination of the LWIA 25 Local One-Stop System and related center(s). The OSO will be responsible for the on-going development of the One-Stop delivery system and center(s). The One-Stop system shall include but not be limited to:

- Providing Access to:
 - Initial, basic career services;
 - Training services;
 - Employment and training activities;
 - Programs and activities carried out by all WIOA one-stop partners;
 - Data, information, and analysis for the local labor market;
 - Initial, basic job search, placement, recruitment, and employment activities.

III. CONTRACT AND PROPOSAL INFORMATION

- A.** Bidders are required to follow the guidelines contained in this document in preparing response proposals. Guidelines address both the structure and the content of the proposal. Proposals not adhering to the guidelines and/or instructions may not be reviewed or considered for selection.
- B.** All proposals submitted in response to this RFP will be subject to review by a committee comprised of SIWDB Executive Committee members. Final approval for any and all projects is the responsibility of SIWDB.
- C.** This RFP does not commit SIWDB to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for services or supplies prior to issuance of a written contract document.
- D.** Bidders shall supply two (2) copies of the proposal with one containing original signatures, and one (1) electronic copy of the proposal. 3 copies total.
- E.** Proposals submitted in response to the RFP and not selected for funding will not be returned.
- F.** The final proposal, including any revisions made as a result of negotiations or modifications, submitted by the selected bidder (contractor) will become part of the contract with SIWDB.
- G.** Proprietary rights to all data, materials, documentation, and products originated by and prepared for SIWDB pursuant to the contract shall belong exclusively to SIWDB.
- H.** The contractor will be prohibited from disseminating products and information developed under the contract without the prior written consent of SIWDB.
- I.** SIWDB representatives will meet with the selected bidder prior to finalizing the contract. The purpose of the meeting will be to make sure both parties share the same understanding of the project goals, activities, outcomes, billing schedule and billing submittal procedures. If the contract is with a school, a copy of the ADA compliance letter will be required at this meeting for the contract.
- J.** The Executive Director of the SIWDB, under the direction of the SIWDB Executive Committee, is authorized to accept, modify and approve or reject the services furnished by the contractor.
- K.** Payment for services provided under the contract shall not be construed as evidence of the SIWDB acceptance of the project deliverables, as identified in *Section II* and described in *Section IV. E.* of this RFP. The contractor will provide copies of all written deliverables in draft and final form to SIWDB. Should SIWDB reject any or all of the project deliverables, the SIWDB Executive Director will notify the contractor in writing and cite the reasons for rejection. The right to reject the report shall extend throughout the term of the contract and for ninety (90) days after the contractor submits the final billing for payment.
- L.** The contract may be modified to include additional tasks reasonably related to the initial project with necessary funding to support completion of those additional tasks provided as appropriate. Requests for any modification to the original contract must be submitted in writing to the SIWDB Executive Director. In accordance with established policies concerning modifications, this request will need to be approved by the SIWDB. Final approval of modifications requiring formal action will be the authority of SIWDB.
- M.** The SIWDB retains the right to accept or reject any or all proposals received. It also retains the right to negotiate with any qualified party, or to cancel in part or in its entirety this RFP process if that action would be determined to be in its best interests.
- N.** The contract will be on a cost reimbursement basis.

O. The contract shall be subject to termination and cancellation without penalty in the event any Federal funding source, upon which all funds for workforce services are dependent, fails to appropriate or otherwise make available the funds required to operate program services.

IV. GUIDELINES FOR THE PREPARATION OF THE PROPOSAL

The proposal **must** be typed, single-sided, and on standard sized (8-1/2" x 11") paper. Maximum length of five (5) pages, excluding attachments, cover sheet and table of contents. *Evaluation Criteria* located on bottom of pg.10. All proposals **must** be assembled according to the following outline:

- A. Proposal Cover Sheet & Vendor Information
- B. Table of Contents
- C. Executive Summary
- D. Past Demonstrated Effectiveness
- E. Narrative Description
- F. Cost Information
 - 1. Fiscal Worksheet
 - 2. Budget Worksheet
 - 3. References
- G. Certification/Agreement Sheets

A. Proposal Cover Sheet & Vendor Information

- 1) Complete all items of information on the *Proposal Cover Sheet & Vendor Information* form (located on pg.12).
- 2) Include the cover sheet as the first item in the proposal.

B. Table of Contents

- 1) Indicate all headings and subheadings (e.g., C. Executive Summary) with the appropriate letter and use page numbers.
- 2) List all appendices (if any) by title and page number. For ease of the reviewer, appendices should be inserted at the end of the appropriate section rather than at the end of the entire proposal.

C. Executive Summary

- 1) Type a brief (1-2 pages) abstract that summarizes the **key** points regarding the completion of this project.

Comments and Suggestions: The Executive Summary should be clear, concise and specific. Think of it as a condensed version of your entire proposal submission. It should highlight all topics discussed in your proposal (e.g., capability of performing activities and services identified in *Section II. Roles & Responsibilities*, projected cost of delivering activities and services, approach for performing activities and producing the project deliverables). This section is not intended to provide detailed information regarding delineation of tasks to support completion of the project. This type of detailed information should be provided in *E. Narrative Description*.

D. Past Demonstrated Effectiveness

- 1) Provide an explanation of the bidder's experience and background which demonstrates that it has the necessary expertise to successfully carry out the objectives and achieve the goals of the proposed project. Additionally, indicate any experience or the extent to which the organization is familiar with the WIOA program and related regulations.
- 2) Provide information as to the organization's size and structure as well as the length of time in business. If applicable, indicate if organization is a minority or female owned and operated business.
- 3) Provide brief resumes indicating qualifications of staff members to be assigned to perform services requested. Identify the individual to serve as project liaison.
- 4) Indicate the number of hours each staff assigned to the project will devote to the project.
- 5) Identify references who can be contacted regarding the organization's quality of work on similar projects and capabilities in general (separate from *References* form contained in *Section V. Budget Information & Worksheets*).
- 6) Provide a time-line demonstrating the planning, implementation and completion of the project.

E. Narrative Description

1) This section should provide a detailed narrative description of the entire project. Specifically, it should describe how elements in the *Section II. Roles & Responsibilities*, will be delivered and how the outcomes from those activities will be achieved. A Project Schedule should be included which will provide a time line for planning, implementing and completing the project. This schedule will also be utilized to detail the sequence in which the desired activities and services will be completed.

F. Cost Information

- 1) Using the form in *Section V. Budget Information & Worksheets*, develop a budget that supports the proposed cost for performing project activities and completing project deliverables (as stated in *Section II. Roles & Responsibilities*).
- 2) Provide a statement that recognizes invoices for payment will be submitted on a monthly basis unless prior approval for an alternative schedule is obtained from the grantor. Include a payment schedule of estimated expenditures by quarter. The schedule should clearly reflect payments for the period of July 2021 through June 2024.
- 3.) Complete and return the Fiscal Worksheet form and References form contained in *Section V. Budget Information & Worksheet*.

G. Certification/Agreement Sheets

- 1) Complete pages 16-23 of this RFP, sign and return with proposal.

EVALUATION CRITERIA

Proposals for One-Stop Operator shall be evaluated by:

- Experience with WIOA federal grant requirements & performance
- Experience managing resources
- Experience scheduling and reporting
- Experience in referral and tracking systems

- Accuracy
- Completeness
- and Format
- All proposals shall clearly separate each of the four sections of their proposal.
- Aside from the boilerplate material, the narrative of the proposal shall be limited to five (5) pages. All physical copies of proposals shall be stapled and in order by section.
- Adherence to RFP guidelines is required for consideration.
- Each proposal will be independently evaluated by the SIWDB Executive Committee members.

Proposals that are not in compliance with the guidelines provided in this RFP may not be considered for funding.

Although the SIWDB Executive Committee reserves the right to negotiate the price and terms of any proposal, bidders should submit their proposals on the basis of their best offer since an award may be made solely on the initial submission.

PROPOSAL COVER SHEET & VENDOR INFORMATION

Name of Organization:	
Address:	
City, State, Zip Code:	
Phone:	
Fax:	
Organization FEIN (see bottom of this page):	
Project Contact Person and Title:	
Contact's Phone:	
Contact's email:	
Name/Title of Person Authorized to Negotiate Contract:	
Phone and email:	
Name/Title of Person Authorized to Sign Contract:	
Phone and email:	

Business Organization Identification

- | | |
|---|---|
| <input type="checkbox"/> Individual or Sole Proprietorship
<input type="checkbox"/> Partnership (list Names, Titles, Addresses of Principles/Partners as attachment)
<input type="checkbox"/> Corporation
<input type="checkbox"/> Government Entity | <input type="checkbox"/> Real Estate Agent
<input type="checkbox"/> Medical and Health Care Trust or Estate
<input type="checkbox"/> Nonprofit Corporation
<input type="checkbox"/> 501c3 – US Internal Revenue Code
<input type="checkbox"/> Services Provider Corporation |
|---|---|

I hereby certify that, to the best of my knowledge, this proposal is complete and complies with the requirements of the Request for Proposals (RFP). The submission of this proposal has been authorized by the governing body of this organization. Under penalties of perjury, I certify that is my correct Federal Taxpayer Identification Number. I am doing business as a (Please check one):

Authorized Signature: _____ Date: _____

Federal Employer Identification Numbers (FEINs) must not be used for sole proprietorships. For individuals and sole proprietors, this is your social security number. For other entities, it is your employer identification number.

If you do not have a FEIN or TIN, apply for one immediately. To apply, get form SS-5, Application for a Social Security Number Card (for individuals) from your local Social Security Administration, or form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local Internal Revenue office.

To complete the certification if you do not have a TIN, fill out the certification indicating that a TIN has been applied for, sign and date the form, and return it to this agency. As soon as you receive your TIN, sign and date the form, and give it to this agency.

If you fail to furnish your correct TIN to this agency, you are subject to an IRS penalty of \$50.00 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

WILLFULLY FALSIFYING CERTIFICATIONS OR AFFIRMATIONS MAY SUBJECT YOU TO CRIMINAL PENALTIES INCLUDING FINES AND/OR IMPRISONMENT. 31

V. BUDGET INFORMATION & WORKSHEETS

Please complete the Fiscal Questionnaire (below), the Budget Worksheet (pg.13), and References (pg.14). Please return with proposal.

FISCAL QUESTIONNAIRE

1. Name/Title of person(s) responsible for bookkeeping, record-keeping and reporting relative to this project:

Name: _____ Title: _____

Name: _____ Title: _____

2. Are all persons responsible for fiscal matters bonded? Yes No

If "yes", name of bond carrier: _____

3. Has any officer of your agency ever been convicted of fraud or embezzlement? Yes No

If "yes", please explain: _____

4. Does your agency have written guidelines for fiscal management? Yes No

5. List the control ledgers/journals and any subsidiary registers or books of accounts used by your agency:

6. Does your agency maintain a general liability or other type of insurance policy that will hold Southern Illinois Workforce Development Board harmless from liabilities arising from bodily injury, illness, or other damages or losses of person or property, or any claims arising out of any activity under a WIA contract or agreement?

Yes No

7. Does your organization have a financial management system in place to track and record the grant expenditures? (Example: QuickBooks, Sage MIP etc.)

Yes No

How long has this system been used at your organization? _____

8. Does the accounting system segregate receipts and expenditures separately for each grant/award provide for the recording of expenditures by budget cost categories?

Yes No

9. Does your organization have a cost allocation plan that complies with the OMB Uniform Guidance 2 CFR 200.27?

Yes No

10. Were there findings/violations in your organizations most recent monitoring /single audit?

Yes No If yes, please attach your response to those findings and your corrective actions.

BUDGET WORKSHEET

PRICE QUOTE
LWIA 25 WIOA ONE-STOP OPERATOR

The quote will consider all costs (labor, material, overhead, administration, profit, travel, etc.) associated with providing the services listed in this RFP. (Please attach additional sheets if necessary)

Service / Action Item	Proposed Price	Number of Hours
TOTAL:		

Please indicate any hourly rates for services that may not be included in the original scope of the RFP. (Please indicate below the positions and hourly rates.)

Position	Rate for Service

Please delineate any services out of scope for the preparation of a WIOA Four-Year Plan that may not be included in the original scope of the RFP.

Service	Proposed Price

REFERENCES

Organization Name			
Address			
City, State, Zip Code			
Telephone Number			
Contact person & email			
Dates of Service		# of Employees	
Organization Name			
Address			
City, State, Zip Code			
Telephone Number			
Contact person & email			
Dates of Service		# of Employees	
Organization Name			
Address			
City, State, Zip Code			
Telephone Number			
Contact person & email			
Dates of Service		# of Employees	
Organization Name			
Address			
City, State, Zip Code			
Telephone Number			
Contact person & email			
Dates of Service		# of Employees	
Organization Name			
Address			
City, State, Zip Code			
Telephone Number			
Contact person & email			
Dates of Service		# of Employees	

IV. CONDITIONS & CERTIFICATIONS

Complete, and sign where provided, pages 16-23 of this RFP, and submit with proposal.

CONDITIONS/ASSURANCES

In submitting this proposal, the respondent must agree to follow and abide by the conditions/assurances stated below. Please read each item carefully and sign where indicated.

Include this section in your submission.

- 1)** Southern Illinois Workforce Development Board reserves the right to reject any and all proposals which are not complete or not prepared in accordance with RFP guidelines.
- 2)** Southern Illinois Workforce Development Board retains the right to accept or reject any or all proposals received in whole or in part, to negotiate with any qualified sources, or to conceal in whole or in part proposals if it is in the best interest of Southern Illinois Workforce Development Board to do so. Southern Illinois Workforce Development Board will require selected respondents to participate in contract negotiations should they be necessary.
- 3)** The submission of a proposal does not commit Southern Illinois Workforce Development Board to award a contract or to pay any costs incurred in the preparation of a proposal, or to procure or contract for services or supplies prior to the issuance of a signed contract.
- 4)** The contents of proposals submitted will become part of any contract award.
- 5)** Proprietary rights to all products, data, materials, and documentation originated and prepared pursuant to a contract shall belong exclusively to Southern Illinois Workforce Development Board.
- 6)** Contractors will be prohibited from disseminating products developed under contract with Southern Illinois Workforce Development Board without prior written consent.
- 7)** Contractors must participate in project reporting, evaluation, and monitoring required or conducted by Southern Illinois Workforce Development Board.
- 8)** Contractors will be required to adopt the Southern Illinois Workforce Development Board Grievance Procedures.
- 9)** The Contractor shall operate and comply with the project described in the proposal, which will be included as a part of the contract. Any deviation from the project as defined in this proposal must be approved in writing by Southern Illinois Workforce Development Board. Failure to gain such written approval shall constitute breach of contract. In the event of breach of contract, Southern Illinois Workforce Development Board reserves the right to impose sanctions as deemed appropriate.
- 10)** All funds received pursuant to this contract must be used exclusively for the proposed project. Any expenditures or performances that exceed those agreed to in the contract are the sole responsibility of the contractor and shall not entitle him/her to additional payments or benefits.
- 11)** The Contractor shall inform Southern Illinois Workforce Development Board in writing regarding the receipt of additional funding that may have an effect upon the provision, quality, or costs of providing services under this contract. Southern Illinois Workforce Development Board retains the right to disapprove or renegotiate project costs based upon receipt of this information.
- 12)** The Contractor agrees to permit Southern Illinois Workforce Development Board or any of its authorized agents full access to and the right to examine any pertinent books, documents, papers, and records involving transactions related to the funding of this project as often as deemed necessary.

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- 13)** The Contractor must agree to hold Southern Illinois Workforce Development Board and the Federal and State Governments harmless from liabilities arising from bodily injury, illness or damage of losses to person or property, or claims arising out of any activity under a WIOA contract.
- 14)** The Contractor agrees to maintain record confidentiality as required. The Contractor also agrees to retain all records pertinent to this project for a period of five (5) years from the date of final contract payment or until pending matters of litigation, audit, or other related claims are resolved. This includes but is not limited to financial, statistical and participant records and supporting documentation.
- 15)** The Contractor must be able to maintain control over the accountability for all WIOA funds received. The Contractor’s financial management system must be able to provide for accurate, current, and complete disclosure of all project costs/expenditures.
- 16)** The Contractor certifies that it possesses the legal authority to apply for WIOA funds, enter into any contract awarded and execute the proposed project.
- 17)** The contracting organization agrees to comply with all Federal and State non-discrimination provisions. Specifically, upon receiving funding under the WIOA program, the contractor agrees that it will not discriminate on the basis of race, color, creed, religion, age, sex, physical or mental ability, marital status, arrest or conviction records (whenever appropriate), national origin, political affiliation, veteran status, or for persons with AIDS or HIV infection.
- 18)** The Contractor agrees to meet all of the requirements or Section 504 of the Rehabilitation Act of 1973.
- 19)** The Contractor agrees to meet all applicable labor laws, including Child Labor Law standards.
- 20)** The Contractor affirms that it is not on any Federal, State of Illinois or local Debarment List.
- 21)** This program is subject to the provisions of the “Jobs for Veterans Act”, Public Law 107-288, which provides 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 Department of Labor. Please note that, to obtain priority service, a veteran must meet the program’s eligibility requirements. ETA Training and Employment Guidance Letter (TEGL) No. 5-03 (September 16, 2003) provides general guidance on the scope of veterans priority statute and its effect on current employment and training programs.
- 22)** Any non-expendable personal property (equipment and other personal property of a tangible nature having a useful life of more than one (1) year and having an acquisition cost of \$300.00 or more) to be purchased with funds from this grant **must** be approved by Southern Illinois Workforce Development Board **prior** to purchase. The item(s) remains the property of Southern Illinois Workforce Development Board and is subject to Southern Illinois Workforce Development Board inventory controls. This includes items such as computers, software, printers, and furniture. Upon completion of the grant, this equipment will be retrieved by Southern Illinois Workforce Development Board.

Signature

Date

Name of Authorized Representative

Title

**STATE OF ILLINOIS REQUIRED
CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certification made herein are true and correct.

6.1 Compliance with Applicable Law. The Grantee certifies that it shall comply with all applicable provisions of Federal, State and local law in the performance of its obligations pursuant to this Agreement.

6.2 Unemployment Insurance. Grantee certifies that:

_____ It has an Illinois Unemployment Insurance Account Number and that said number is
_____ or

_____ It does not have an Illinois Unemployment Insurance Account Number for the following reason(s):

If the Grantee has an Illinois Unemployment Insurance Account Number, it certifies that it is not delinquent in the payment of Unemployment Insurance contributions, payments in lieu of contributions, penalties and/or interest, nor does it owe any sums to the Department of Employment Security because of overpaid unemployment insurance benefits. Grantee further certifies that Grantee's Federal Employer Identification Number (FEIN) set forth in the Notice of Grant Award is the same number that Grantee has supplied to IDES for unemployment insurance purposes. If, for any reason, the FEIN the Grantee has supplied for unemployment insurance purposes changes, the Grantee will immediately notify the Department of Employment Security of the new FEIN, in writing, by tele-facsimile sent in care of the Office of Legal Counsel at (312) 793-2164, with such notice to include reference to the Grant number assigned to this Grant Agreement; upon receipt of such notice, all further payments under this grant shall be processed under the new FEIN. Grantee hereby acknowledges that to the extent allowable by applicable federal laws and regulation, the State shall have the right and the Grantee authorizes the State to withhold from any sum or sums due otherwise payable pursuant to this Grant Agreement the overpaid benefits under the Unemployment Insurance Act, and may apply the amount so withheld toward satisfaction of any such past due contributions, payments in lieu of contributions, penalties and/or interest or overpaid benefits.

6.3 Bid-Rigging/Bid-Rotating. The Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720ILCS 5/33 E-3 and 5/33 E-4).

6.4 Default on Educational Loan. The grantee certifies that this Agreement is not in violation of the Educational Loan Default Act (5 ILCS 385/3) prohibiting certain contracts to individuals who are in default on an educational loan.

6.5 Americans with Disabilities Act. The Americans with Disabilities Act (ADA) (42 U.S.C. 12101 et. seq.) and the regulations thereunder (2 CFR Part 200 and 2900) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this grant, the Grantee certifies that services, programs and activities provided under this Agreement are, and will continue to be, in compliance with the ADA.

6.6 Drug-free Workplace Act. The Grantee certifies that:

A) _____ It is a Corporation, Partnership, or other entity (other than an individual) with 24 or fewer employees at the time of execution of this Agreement.

B) _____ That the purpose of this grant is to fund solid waste reduction.

C) _____ It is a Corporation, Partnership, or other entity (other than an individual) with 25 or more employees at the time of execution of this Agreement, or

D) _____ That it is an individual.

If Option “A” or “B” is checked, this Agreement is not subject to the requirements of the Act.

If Option “C” or “D” is checked and the amount of this grant is five thousand dollars (\$5,000.00) or more, the Grantee is notified that the Drug-free Workplace Act (30 ILCS 580/1 et. seq.) is applicable to this Agreement, and the Grantee must comply with the terms of said Act, as set forth below:

Grantee will provide a drug-free workplace by:

(a) Publishing a statement:

(i) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee’s workplace.

(ii) Specifying the actions that will be taken against employees for violations of such prohibition.

(iii) Notifying the employee that, as a condition of employment on such grant, the employee will:

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug-free awareness program to inform employees about:

(i) the dangers of drug abuse in the workplace;

(ii) the Grantee’s policy of maintaining a drug-free workplace;

(iii) any available drug counseling, rehabilitation and employee assistance programs; and

(iv) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.

(d) Notifying the granting agency within ten (10) days after receiving notice, under Part (B) of paragraph (iii) of subsection (a) above, from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drug-free Workplace Act, 30 ILCS 580/5.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation are required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of the Drug-free Workplace Act, 30 ILCS 580/5.

(h) If Grantee is an individual, it certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Agreement.

6.7 Anti-Bribery. The Grantee certifies that neither it nor its employees have been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois, nor has Grantee or any of its employees made an admission of guilt of such conduct which is a matter of record as defined in the Illinois Procurement Code (30 ILCS 500 et. seq.).

6.8 Discrimination/Illinois Human Rights Act. The Grantee certifies (i) that it will not commit unlawful discrimination in employment in Illinois as that term is defined in Article 2 of said Act; (ii) that it will comply with the provisions of Article 5 of the Act regarding equal employment opportunities and affirmative action; and, (iii) that it will comply with policies and procedures established by the Department of Human Rights under Article 7 of the Act regarding equal employment opportunities and affirmative action. The Grantee further certifies that, if applicable, it will comply with “An act to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability or national origin in employment under contracts for public buildings or public works.” (775 ILCS 10/0.01 et. seq.).

6.9 Sexual Harassment. The Grantee certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee’s internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human 27 Rights Commission; (vi) directions on how to contact the Department and Commission and, (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105 (B)(5)). A copy of the policies shall be provided to the Department upon request.

6.10 International Anti-Boycott Certification. The Grantee hereby certifies that neither the Grantee nor any substantially owned affiliate company of the Grantee is participating or will participate in an international boycott, as defined by the provisions of the U.S. Export Administration Act of 1979, or as defined by the regulations of the U.S. Department of Commerce, promulgated pursuant to that Act (30 ILCS 582/1 et. seq.).

INSTRUCTIONS FOR CERTIFICATION

- 1.) By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- 2.) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department of Labor=s (DOL) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3.) The certification in this clause is a material representation of fact upon which reliance was placed when the DOL determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DOL may terminate this transaction for cause or default.
- 4.) The prospective primary participant shall provide immediate written notice to the DOL if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5.) The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the DOL for assistance in obtaining a copy of those regulations.
- 6.) The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
- 7.) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the DOL, without modification, in all lower tier-covered transactions and in all solicitations for lower tier-covered transactions.
- 8.) 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 From Procurement or Non-procurement Programs.
- 9.) 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.
- 10.) Except for transactions authorized under paragraph 6 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 terminate this transaction for cause of default.

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, A Disclosure Form to Report Lobbying@, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all* sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all* sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000.00 for each such failure.

Grantee/Contractor Organization

Name of Certifying Official

Signature

Date

*Note: In these instances, "All", in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000.00 (per OMB).

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 200 and 2900, Participants responsibilities. The regulations were published as part of the Federal Register published on December 26, 2013.

(BEFORE SIGNING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or on or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in This certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

End of RFP